REQUEST FOR TENDER

Tender Title – Civic Centre Commercial Cleaning Services

Tender Number – RFT 6330/16.1

Issue Date – 16 February 2016

Tender Closing Time and Lodgement Details

<table>
<thead>
<tr>
<th>Tender Closing Date:</th>
<th>Tuesday, 15 March 2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tender Closing Time:</td>
<td>10:00am</td>
</tr>
<tr>
<td>Administration Fee:</td>
<td>There is no administration fee for this tender</td>
</tr>
</tbody>
</table>

Tender Lodgement:

The Council’s Nominated Electronic Tender Box

The Council’s physical Tender Box: Wingecarribee Shire Council Civic Centre, Elizabeth Street Moss Vale 2577
PO Box 141 Moss Vale NSW 2577

Hardcopy Delivery Instructions:

The Council’s physical Tender Box located at the Wingecarribee Shire Council Civic Centre, Elizabeth Street Moss Vale 2577.

Contact Details – General Enquiries

Contact’s Name: Chris Richmond, Built Assets Co-Ordinator

Contact’s Email Address: chris.richmond@wsc.nsw.gov.au

Documents Comprising this Request For Tender

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<th>Document Header</th>
<th>Document Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
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<td>Conditions of Tendering</td>
</tr>
<tr>
<td>2</td>
<td>Volume 2</td>
<td>Standard Conditions of Contract – General Services</td>
</tr>
<tr>
<td>3</td>
<td>Volume 3</td>
<td>Special Conditions of Contract</td>
</tr>
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<td>4</td>
<td>Volume 4</td>
<td>Specification</td>
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1. Introduction

1.1. Details of the Council
Information about Wingecarribee Shire Council can be found on the Council’s website: http://www.wsc.nsw.gov.au/.

1.2. Summary of the Request
Council (the Principal) is seeking Tenders from appropriately qualified and experienced Tenderers for the procurement of commercial cleaning services to Civic Centre.

A more detailed brief of the extent of services required by Council is set out in Volume 4 – the Specification of this Tender document.

1.3. Structure and Purpose of this Request for Tender (RFT)
This Request is intended to provide Respondents with Information on the Project requirements and Council arrangements for the submission and evaluation of Tenders. It comprises the following parts:

VOLUME 1: CONDITIONS OF TENDERING
The purpose of this part is to provide instructions as to how to prepare a Tender and details that will be evaluated by Council. More specifically Part 1 includes:

- the timetable with regard to the Tender process;
- the requirements for the preparation and lodgement;
- an overview of the Tender evaluation method and criteria; and
- the procedures and protocols governing communication between Council and Respondents during the Tender process.

VOLUME 2: STANDARD CONDITIONS OF CONTRACT – GENERAL SERVICES
A draft copy of the contract that Council proposes to enter into with the successful proponent

VOLUME 3: SPECIAL CONDITIONS OF CONTRACT
A draft copy of the special conditions of contract that Council proposes to enter into with the successful proponent

VOLUME 4: SPECIFICATION
Provides all details of the requirement, including outputs, deliverables and drawings (if applicable)

VOLUME 5: RESPONSE SCHEDULES
Contains the schedules that Respondents are required to complete when submitting a Tender with regards to pricing and commercial aspects and technical aspects

1.4. Contact Officers
Respondents should not seek information from any person(s) or rely on any information provided by any person(s) other than the Contact Officers on the front page of this document.
1.5. **Tender Briefing / Site inspection**

A Tender Briefing / Site Inspection will be held as per the details provided in the table below –

<table>
<thead>
<tr>
<th>Date</th>
<th>Time</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Thursday, 25 February 2016</td>
<td>1:00pm</td>
<td>Wingecarribee Shire Council Civic Centre, Elizabeth Street Moss Vale 2577</td>
</tr>
</tbody>
</table>

Respondents are required to attend a Tender briefing/site inspection.

Please confirm with the contact person, Chris Richmond, Built Assets Co-Ordinator via email chris.richmond@wsc.nsw.gov.au your attendance at this meeting no later than Wednesday, 24 February 2016.

Attendance at this meeting is mandatory.

Failure to attend this briefing/site inspection may leave the Respondent ineligible to Tender.

1.6. **Tender Timetable**

The timetable below provides details of key events and dates with regards to this Tender process. Dates may vary.

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tender Release</td>
<td>16 February 2016</td>
</tr>
<tr>
<td>Mandatory Tender Briefing / Mandatory Site Visit</td>
<td>25 February 2016</td>
</tr>
<tr>
<td>Clarification and Questions Close</td>
<td>11 March 2016</td>
</tr>
<tr>
<td>Tender Closes</td>
<td>15 March 2016</td>
</tr>
<tr>
<td>Evaluation of Submissions</td>
<td>18 March 2016</td>
</tr>
<tr>
<td>Negotiations</td>
<td>1 April 2016</td>
</tr>
<tr>
<td>Contract Execution</td>
<td>15 April 2016</td>
</tr>
</tbody>
</table>

1.7. **Definitions**

Unless the context requires otherwise, the following terms used in this Request have the meanings ascribed to them as set out below:

**Closing Time** - means the closing time for the receipt of Tenders as set out on the Cover Page.

**Conditions** - means the conditions of Tender set out in Part 1 of this Request.

**Conforming Tender** - means a Tender that complies with all sections of this Request.

**Principal** - means Council and / or Agency.

**Cover Page** - means the cover page of this Request.

**Goods** - means the item(s) which the Contractor is required to provide to the Principal under the contract as detailed in the Tender Document.

**Late Tender** - means a Tender received by the Council after the Closing Time.

**Nominated Contact** - means Council’s “Nominated Contact Person” as set out on the Cover Page.

**Non-Conforming Tender** - means a Tender other than a Conforming Tender.
**Period of Contract** - means the contract duration as defined in Schedule 1 of Volume 2 – Conditions of Contract.

**Principal’s Representative** - means the officer nominated by and representing the Principal for the purposes of the Contract.

**Request** - means the Principal’s documentation requesting the provision of Goods/Services/works from suitably qualified contractors.

**Request for Tender** - means the Principal’s documentation requesting the provisions of goods/services/works from suitably qualified contractors.

**Services** - means the services which the contractor is required to provide to the Principal under the Contract as detailed in the Tender Documents.

**Successful Tenderer** - means the Tenderer accepted by Council to provide the Goods/Services.

**Tender Evaluation Committee** – means the committee responsible for evaluating responses to this Tender

**Tenderer/Respondent** - means the entity replying to the Request for Tender.

**Terms and Conditions of Agreement** - means the contract formed by the acceptance of a Tender, and governed by the Conditions of Contract.
2. Conditions of Tendering

2.1. How to Prepare Your Tender Response

- Carefully read all parts of this document.
- Ensure you understand the requirements.
- Complete and return the Tender Forms/Returnable Schedules including all attachments. The submission must be written in English.
- Make sure you have signed the Tender Forms/Returnable Schedules and responded to all of the Selection Criteria.
- Lodge your Tender before the Deadline.

2.2. Amendments to the Request/Council Rights

The Respondent must not alter or add to the Request documents unless required by these Conditions of Tendering.

Without limiting its rights at law or otherwise, Council reserves the right in its absolute discretion at any time to do one or any combination of the following prior to the closing date by notice to each Respondent:

- Defer the closing date or any other date under this Tender; or
- Vary, amend, change or modify any aspect of this Tender, in which case Council will issue an addendum to all Respondents correcting any ambiguity or mistake concerning or arising out of this Tender and any such addendum will become part of this Tender;
- Prior to or after the closing date, by notice to each Respondent, issue an addendum to all Respondents correcting any ambiguity or mistake concerning or arising out of this Tender and any such addendum will become part of this Tender;
- Evaluate Tenders as Council sees appropriate in the context of its requirements for the procurement;
- Cease to proceed with the process outlined in this Request for Tender or subsequent process;
- Accept all or part of a Tender;
- Reject any Tender;
- Accept an alternate Tender;
- Obtain further information from Respondents with respect to its Tender for the purposes of clarification or explanation of its Tender. This includes holding interviews with some or all Respondents, including any personnel nominated by the Respondent in the Tender.

All Tenders lodged will become the property of Council and on no account will they be returned to Respondents. Council is not bound to accept the lowest or any Submission.

2.3. Clarification of the Request

If the Respondent has any doubt as to the meaning of any part of this Request or the scope of the work/specification required they should seek to clarify points of doubt or difficulty with the Contact Officer before submitting a Tender.

All requests for clarification must be made in writing and be directed to the nominated contact as outlined on the front Cover page. The Contact Officer will respond in writing distributing both the clarification enquiry and the response to all Tenders.

- If a Respondent considers the subject matter of a question to be, it must clearly indicate this in the correspondence. Council, in its sole discretion, shall determine whether the matter raised in the question is of a confidential nature. If Council does not consider the subject matter of the
question to be of a confidential nature, it shall give the Respondent the opportunity to withdraw
the question.
• Council also reserves the right to issue the responses to any questions raised by one Respondent
to another Respondent. Council will ensure, however, that information proprietary or
confidential to a particular Respondent remains as such.
• Council will respond in writing to questions submitted by Respondents as quickly as possible
after receipt of the questions, however, the nature and extent of the questions will determine
the time frame within which Council will be able to respond.

The Principal reserves the right not to answer requests for clarifying information made within seven
days prior to the Deadline. Alternatively, when submitting its Tender the Respondent may include a
statement of the interpretation upon which it relies and upon which the Tender has been prepared.

2.4. Respondents to inform themselves

The Information in this Request has been provided in good faith. It is intended only as an explanation
of the Principal's requirements and is not intended to form the basis of a Respondent's decision on
whether to enter into any contractual relationship with the Principal.

The Information provided does not purport to be all-inclusive or to contain all information that a
prospective contractor may require. Respondents and their advisers must take their own steps to
verify information which they use and must make an independent assessment of the opportunity
described in this Request after making such investigation and taking such professional advice as they
deem necessary.

Respondents will be deemed to have:

• examined the Request and any other information available in writing to Respondents for the
  purpose of tendering;
• examined all further information relevant to the risks, contingencies, and other circumstances
  having an effect on its Tender which is obtainable by the making of reasonable enquiries;
• satisfied themselves as to the correctness and sufficiency of its Tenders including tendered
  prices which will be deemed to cover the cost of complying with this Request and of all matters
  and things necessary for the due and proper performance and completion of the work described
  therein; and
• satisfied themselves they have a full set of the Request documents and all relevant attachments
  which includes all pages which are numbered consecutively and that all supplements referred to
  are also included.

None of the Principal, the Principal's members, directors, officers, employees, agents or advisers
make any representation or warranty as to the adequacy, accuracy, reasonableness or completeness
of the Information.

Neither the Principal nor their professional advisers shall be liable for any loss or damage arising as a
result of reliance on the Information or for any expenses incurred by Respondents at any time.

Any advisers or agents appointed by the Principal, whether legal, financial, technical or other, will
not be responsible to anyone other than the Principal for providing advice in connection with the
Request.

2.5. Submission of Tenders

The following documents need to be completed and submitted by the Respondent:

• Volume5 - Response Schedule;
Submit all information called for in the Tender documents.
Where applicable, refer to each Addendum and state that the Tender allows for the instructions given in the Addendum.
General information about your firm, such as brochures, advertising, product or company information or marketing brochures or presentations other than those expressly requested, are to be sent with the tender submission, is not required with the Tender unless expressly requested in the Response Schedules. If required the Tender Evaluation Committee will request these materials separately

2.6. Lodgement of Tenders and Delivery Method
The Tender must be lodged by the closing date and time and by the method as outlined on the front cover page of this RFT.
Tender submissions in response to this RFT are to be lodged electronically (preferred), in the electronic Tender box / boxes as nominated, located in the Council’s electronic Tendering website: https://tenders.nsw.gov.au/.
Alternatively,
Tender submissions in response to this RFT are to be lodged via the physical tender box located at the Wingecarribee Shire Council Civic Centre, Elizabeth Street Moss Vale 2577 or by post:

Tender Box
Wingecarribee Shire Council
PO Box 141
Moss Vale NSW 2577

Under No circumstances should a tender be sent via email to a Council Officer. Such Tenders will not be considered by Council.

2.7. eTendering Conditions
E-tendering is the electronic Tendering system used to allow the electronic publication of information in regards to this RFT, including the Request for Tender documentation, issue of Tender notifications and addenda and, to accommodate the electronic submission of Tender responses.
Submissions lodged electronically will be treated in accordance with the NSW Electronic Transactions Act 2000, and given no lesser level of confidentiality, probity and attention than Tenders lodged by other means.
Respondents electronically lodging a Tender must accept conditions shown on the electronic Tendering website which include conditions with regards to file types and file sizes acceptable. Please review the terms and conditions with regards to the eTendering system prior to uploading your Tender response.
Council may not consider Tender responses that cannot be evaluated due to being incomplete or corrupt.
Electronic lodgement must be “fully complete” by closing time. The electronic link will cut off right on closing time and if your submission is not complete, it will be deemed as a late submission and will not be considered.
Tenders received via electronic transmission other than through the Councils electronic Tendering site or the expressed electronic format as identified on the cover page (including without limitation an e-mail system, facsimile) will not be accepted.
Files must be checked by a reputable virus scanning application prior to submission and be found to free from virus malicious code or other properties (including executable code) that may compromise Councils IT environment.

The MS files containing the Schedules provided by Council for completion and return by the Tenderer must remain in the version that they were provide in. i.e. not a different version of MS Word, Excel etc.

2.8. Acceptance of Tenders

Unless otherwise stated in this Request, Submissions may be for all or part of the requirements and may be accepted by the Principal either wholly or in part. The Principal is not bound to accept the lowest Submissions and may reject any or all Submissions and may waive any irregularities therein.

A Submissions shall be accepted (and for all purposes shall be deemed to be accepted) when a Council resolution has been passed detailing the conditions (if any) of the acceptance of a submission and a subsequent Notice of Acceptance will be provided to the Respondent; or is delivered by prepaid post; the time of posting shall be deemed to be the time of acceptance.

No legal or other obligation will arise between a Respondent and the Principal in relation to the conduct or outcome of the Tender process unless and until that Council Resolution has been issued and subsequently the Respondent has received written notification from the Principal of the acceptance of the Submission.

Unless otherwise stated in this Request, Tenders may be for all or part of the requirements and may be accepted by the Principal either wholly or in part. The Principal is not bound to accept the lowest Tender and may reject any or all Tenders submitted and may waive any irregularities therein.

The Tender and the acceptance thereof shall constitute a binding contract between the Principal and the Respondent on and subject to the terms of the:

- Formal Instrument of Agreement;
- General Conditions of Contract and any Special Conditions of Contract;
- The Specification; and
- Respondent’s Offer Form via the Response Schedules.

2.9. Rejection of Tenders

A Tender will be rejected without consideration of its merits in the event that:

(a) it is not submitted before the closing date and time; or

(b) it is not submitted at the place specified in the Request.

2.10. Late Tenders

If a Tender is to be submitted by post and is received after the deadline, the Principal will only consider a Tender received within such period after the Deadline as it decides to be reasonable in the circumstances.

In the event of a hard copy Tender, a late Tender will only be considered if the Respondent Satisfies the Principal that the Tender and all other requisite essential information were posted or lodged at a Post Office or other recognised delivery agency in sufficient time to enable the documents to have been received by the Principal in the ordinary course of business before the Deadline or the council actually receives those documents within such period as it decides to be reasonable in the circumstances.
Late electronic Tender submission will be subject to the terms and conditions as outlined in clause 2.7, eTendering Conditions, of Volume 1, Conditions of Tender.

2.11. **Tender Opening**

Tenders will be opened in the Principal’s offices, following the advertised Deadline. Any Respondent and/or member of the public may attend or be represented at the opening of a Tender.

The names of the persons who submitted a Tender by the due Deadline will be recorded at Tender opening. No discussions will be entered into between Respondents and the Principal’s officers present or otherwise, concerning the Tenders submitted.

The Tender opening will be held at *Wingecarribee Shire Council Civic Centre, Elizabeth Street, Moss Vale 2577.*

2.12. **Evaluation Methodology**

Tender Responses will be evaluated against the evaluation criteria set out in Volume 1 of this RFT.

2.13. **General Evaluation Considerations**

Information provided by the Tenderer in its response to Volume 5 of this RFT will be the basis of the evaluation of these criteria. Tenderers are advised to respond clearly to all of the requirements listed in Volume 4 of this RFT in its response to Volume 5 of this RFT.

Those evaluation criteria designated as Mandatory Participation Criteria are evaluation criteria that **MUST** be met by the Tenderer. A Tender Response that fails to fully comply with those evaluation criteria may be excluded of the Tender Response without further consideration.

Technical and Commercial evaluation criteria are evaluation criteria which will be taken into account by the Tender Evaluation Committee when conducting an overall value for money assessment of the Tender Response. Failure to fully comply with those evaluation criteria may reduce the Tenderer’s overall score but will not result in the exclusion of the Tender Response from further consideration.

Council may, in its sole discretion, seek clarification from any Tenderer regarding information contained in the Tender Response and may do so without notification to any other Tenderer.

A Tenderer may be invited to a one-on-one evaluation conference in order to review and clarify the Tender Response and to enable Council to interview key personnel identified in the Tender Response.

In general Tenders will be evaluated for:

- The capability of the Tenderer to meet the functional and technical requirements as outlined in this RFT;
- The overall value for money of the solution;
- The Tenderer’s previous experience performing similar services in Australia and its demonstrated capability to provide services of comparable complexity and size;
- The additional benefits and value add the Tenderer has provided in its response;
- Overall suitability of the Tenderer and Sub-contractors, its probity, financial standing, reputation and quality assurance system in place;
- Compliance with proposed conditions of Contract;
- Industry (or SME) participation plans;
- Tenderer’s ability and capacity to meet the requirements;
- Quality of Referee reports; and
- Other issues relating to the fitness for purpose of the products offered including sub-contractors, Tenderer's Quality Standard and Quality Assurance System.
Specifically, the Tender will be assessed against the Mandatory Participation Criteria detailed at 2.14 of Volume 1 and the Technical and Commercial Evaluation Criteria detailed at 2.15 of Volume 1 of this RFT.

The quality and the format of the Tender Response will be taken into account in evaluating the Tender Response.

Council is not bound or required to accept the lowest price, or any Tender Response, whether or not it is a Conforming Tender Response.

2.14. Mandatory Participation Criteria
If Mandatory Participation Criteria are to be specified they will be detailed in this document and in the Response Schedules.

Each Submission will be assessed on a Yes/No basis (in effect, a Pass / Fail scenario) as to whether the compliance criterion is satisfactorily met. An assessment of “No” against any criterion may eliminate the Submission from consideration.

The following Mandatory Participation Criteria will be used in the evaluation of Tender submissions received for this RFT:

- Satisfaction of Insurance Requirements;
  - Minimum $20 million public liability coverage
  - Worker’s compensation
  - Vehicle
- Work Health and Safety third party ISO accreditation.

2.15. Evaluation Criteria
Tenders will be assessed against both Commercial (Pricing etc.) and Technical (Non-Price) Criteria.

Tenders will be assessed using a weighted scoring process based on information provided with the Tender.

The following Technical evaluation criteria will be used in the evaluation of Tenders submissions received for this RFT:

- Demonstrated Capability and Capacity (10%);
- Demonstrated Experience and Past Performance (10%);
- Key Personnel (10%);
- Service Offering (10%)

The following Commercial evaluation criteria will be used in the evaluation of Tenders submissions received for this RFT:

- Lump Sum Price (45%)
- Local Purchasing Preference Policy (5%)
- Financial Capacity (10%)

2.16. Financial Capacity
Tenderers must have sufficient financial capacity to perform the services required under the Agreement.
As part of its response, Tenderers are to provide all financial information as requested in Volume 5, the Response Schedules for review by the Council or its nominated representative and / or give consent to the Council to complete a financial risk assessment review by its appointed credit rating agency or representative.

In submitting a Tender, the Respondent will be taken to have consented the Principal accessing this financial viability / risk assessment and information, including any personal information contained therein.

Tenderers who are identified as a financial risk as a result of these reviews may, at Council’s discretion, be passed over and removed from further participation in the evaluation process.

2.17. Alternative or Non-Conforming Tenders
The Principal reserves the right to accept an Alternative or Non-Conforming Tender.

If a Respondent wishes to submit an Alternative or Non-Conforming Tender it must also:
(a) Submit a conforming Tender
(b) Submit an unmarked copy of the Alternative or Non-Conforming Tender; and
(c) Submit a copy of the non-conforming Tender in a marked up form, which identifies all departures from the conforming Tender. The detail provided must fully describe and price any conditions, qualifications, or departures from the specification for the Alternative or Non-Conforming Tender.

Council may, at its absolute discretion, consider an Alternative or Non-Conforming Tender; however it is not obliged to do so.

2.18. Departures, Clarifications and Assumptions
The Respondent is to declare and detail any Departures, Clarifications or Assumptions that have been taken into account and included in its response to the RFT in Volume 5, Response Schedules.

These Departures, Clarifications or Assumptions can address any conditions or positions in the Conditions of Contract or requirements as detailed in the Specification supplied that are material to the response.

Submissions will be accepted as accepting and complying with all terms and conditions of the Tender, the Conditions of Contract and the Specification unless expressly noted in Volume 5, Response Schedules.

2.19. Tender Validity Period
All Tenders will remain valid and open for acceptance for a minimum period of ninety (90) days from the closing date and time or forty-five (45) days from the Principal’s decision for determining the Tender, whichever is the later unless extended by mutual agreement between the Principal and the Respondent(s) in writing. Respondents may withdraw its Tender at any time after the expiration of the Tender Validity Period.

2.20. Variation of Tender
(a) Before the Principal accepts any of the received Tenders to Contract, a person who has submitted a Tender may, subject to subparagraphs below, vary the Tender:
(i) by providing the Principal with further information by way of explanation or clarification, or
(ii) by correcting a mistake or anomaly.
(b) Such a variation may be made either:
   (i) at the request of the Principal, or
   (ii) with the consent of the Principal at the request of the Respondent, but only if, in the circumstances, it appears reasonable to the Principal to allow the Respondent to provide information or correction.

(c) If a Tender is varied in accordance with this paragraph, the Principal will notify in writing all other Respondents that have the same or similar characteristics as the varied Tender, and provide them with the opportunity of varying its Tenders in a similar way.

(d) The Principal will not consider a variation of a Tender if the variation would substantially alter the original Tender.

2.21. Identity of the Respondent

The identity of the Respondent and the Contractor is fundamental to the Principal. The Respondent will be the individual, individuals, corporation or corporations named as the Respondent in whose execution appears on the Offer Form in of this Request in Volume 5, Response Schedules.

2.22. Tendered Price

The price outlined in the Tender must quote all prices exclusive of GST. The price tendered will be net and what the Principal will be required to pay pursuant to the Contract and must include all costs associated with the Contract.

The price tendered should be firm for the duration of the contract and is not subject to rise and fall.

The Respondent must provide its Australian Business Number (ABN), or, if it does not have an ABN, the reason for not having one.

Payments between Council and the Contractor will be exclusively in Australian dollars (AUD).

2.23. Conditions of contract

Tenders will be deemed to have been made, on the basis of, and to incorporate the Standard Conditions of Contract – General Services and any Special Conditions of Contract as provided in the supplied contract located in Volume 2 – Standard Conditions of Contract – General Services and Volume 3 – Special Conditions of Contract of this RFT.

2.24. Precedence of Documents

In the event of any conflict or inconsistency between the terms and conditions in this Request and those in the Conditions of Contract, the terms and conditions appearing in the Principal’s Conditions of Contract Request will have precedence.

2.25. Ownership of Tenders

All documents, materials, articles and information submitted by the Respondent as part of or in support of a Tender will become property of the Principal and will not be returned to the Respondent at the conclusion of the Tender process. The Respondent will be entitled to retain copyright and other intellectual property rights therein, unless otherwise provided by the Contract.

The Respondent does not acquire intellectual property rights in the Request documents. Respondents shall not reproduce any of the Request documents in any material form (including photocopying or storage in any medium by electronic means) without the written permission of the Principal other than for use strictly for the purpose of preparing Tenders.
2.26. **Registration or licensing of Contractors**

Where an Act requires that a contractor (as defined by the Act) be registered or licensed to carry out the work described in the Request, the Respondent shall state in the appropriate Response Schedule, its registration or licence number. The Tender may not be considered if the Respondent fails to provide such registration or license number.

2.27. **WHS Obligations**

Lodgement of a Tender will itself be an acknowledgement and representation of requirements in relation to WHS, that the Respondent will comply with all relevant legislation and agrees to provide periodic evidence of compliance, and give access to all relevant information to demonstrate compliance for the duration of any contract that may be awarded.
3. Participation in the Tender Process

3.1. Jurisdiction
The Project, the RFT and the final Contract Documents will be governed by the law of NSW. By lodging a Tender the Respondent irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of NSW.

3.2. Costs of Tender
Respondents remain responsible for all costs incurred by them in connection with its Tender whether before or after the submission date and whether incurred directly by them or their advisers regardless of whether such costs arise as a direct or indirect consequence of amendments made to the Request by the Principal. For the avoidance of doubt, the Principal shall have no liability whatsoever to Respondents for the costs of any negotiations conducted in the event that the Principal decides not to accept any Tenders.

3.3. Canvassing of Officials
Any Respondent who solicits or attempts to solicit support for its Tender or otherwise seeks to influence the outcome of the Tender process by:
(a) offers of any inducement, fee, or reward, to any member or officer of the Principal, or any person acting as an adviser for the Principal; or
(b) canvasses any persons referred to in this document; or
(c) contacting any member or officer of the Principal about the Request or any process relating thereto, except as authorised by this Request including (but without limitation) for the purposes of discussing the possible employment transfer of the Respondent member or officer, may be disqualified from involvement in the RFQ process (without prejudice to any other civil remedies available to the Principal and without prejudice to any criminal liability which such conduct by a Respondent may attract), at the Principal’s discretion.

3.4. Confidentiality
The Principal makes information available on condition that it is treated as confidential by the Respondent and is not disclosed, copied, reproduced, distributed or passed to any other person at any time except for the purpose of enabling a Tender to be made, for example by disclosure by a Respondent to its insurers or professional advisers, provided they have each given an undertaking at the time of receipt of the relevant information (and for the benefit of the Principal) to keep such information confidential. Other than specified above, or as required by law, and save insofar as the information is in the public domain, Respondents shall not make any of the Information available to any other parties in any circumstances without the prior written consent of the Principal nor use it for any purpose other than that for which it is intended.

3.5. Statement of Business Ethics
Council is committed to the highest standards of honesty, fairness and integrity in all its business dealings. Council’s Statement of Business Ethics sets out the standards of behaviour that Council expects from its private sector partners. These standards of behaviour relate to fair, ethical and honest dealings with Council, and ensuring that the best level of service is provided to the community. This document is also attached to this Tender document. Breaches of this Statement may constitute grounds for termination of this contract.
3.6. **GIPA Requirements (where relevant)**

Where the arrangement involves the Respondent providing services on behalf of Council, s121 of the **GIPA Act** requires that the following be included in any contract, and this will be part of the contract with Council:

3.6.1. The Contractor must, within seven (7) days of receiving a written request by the Agency, provide the Agency with immediate access to the following information contained in records held by the Contractor:

- 3.6.1.1. information that relates directly to the performance of the services provided to the Agency by the Contractor pursuant to the Contract;
- 3.6.1.2. information collected by the Contractor from members of the public to whom it provides, or offers to provide, the services pursuant to the Contract; and
- 3.6.1.3. information received by the Contractor from the Agency to enable it to provide the services pursuant to the Contract.

3.6.2. For the purposes of sub-clause 3.6.1, information does not include:

- 3.6.2.1. information that discloses or would tend to disclose the Contractor’s financing arrangements, financial modelling, cost structure or profit margin;
- 3.6.2.2. information that the Contractor is prohibited from disclosing to the Agency by provision made by or under any Act, whether of any State or Territory, or of the Commonwealth; or
- 3.6.2.3. information that, if disclosed to the Agency, could reasonably be expected to place the Contractor at a substantial commercial disadvantage in relation to the Agency, whether at present or in the future.

3.6.3. The Contractor will provide copies of any of the information in sub-clause 3.6.1, as requested by the Agency, at the Contractor’s own expense.

Any failure by the Contractor to comply with any request pursuant to sub-clause 3.6.1 or 3.6.3 will be considered a breach of an essential term and will allow the Agency to terminate the Contract by providing notice in writing of its intention to do so with the termination to take effect seven (7) days after receipt of the notice. Once the Contractor receives the notice, if it fails to remedy the breach within the seven (7) day period to the satisfaction of the Agency, then the termination will take effect seven (7) days after receipt of the notice.

3.7. **Non Collusion**

Any Respondent who:

- 3.7.1. fixes or adjusts the amount of its Tender by or in accordance with any agreement or arrangement with any other Respondents; or
- 3.7.2. enters into any agreement or arrangement with any other Respondent that it shall refrain from Tendering or as to the amount of any Tender to be submitted; or
- 3.7.3. causes or induces any person to enter such agreement or to inform the Respondent of the amount or approximate amount of any rival Tender for the Contract; or
- 3.7.4. canvasses any of the persons previously discussed in connection with the Tender or the outcome of the Tender process; or
- 3.7.5. offers, agrees, or does; pay any sum of money, inducement or valuable consideration. This being directly or indirectly to any person for doing, having done, causing, or
caused to be done in relation to any other Tender or proposed Tender any act or omission; or

3.7.6. communicates to any person other than the Principal the amount or approximate amount of its proposed Tender (except where such disclosure made in confidence in order to obtain quotations necessary for the preparation of the Tender, for insurance or contract guarantee bonds and/or performance bonds or professional advice required for the preparation of a Tender), may, at the discretion of the Principal, be disqualified from any further involvement in this Tender process (without prejudice to any other civil remedies available to the Principal and without prejudice to any criminal liability which such conduct by a Respondent may attract).

3.8. Publicity
Respondents must obtain the written approval from the Contact Officer before any disclosures relating to the Tender or the contract are made to the press or in any other public domain. Respondents must not undertake any publicity activities with any part of the media in relation to the Tender or contract without the agreement of the Principal, including agreement on the format and content of any publicity.
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STANDARD CONDITIONS OF CONTRACT – GENERAL SERVICES

1 Provision of Services

The Contractor must provide the work or services ('Services') referred to in the Contract or Order to Council in accordance with the Contract, and must:

(a) Commence and complete the Services by the dates referred to in the Contract or Order and in accordance with any program specified or agreed in writing by Council
(b) If the Services are to be completed in stages or milestones, complete each stage or milestone within the periods or dates referred to in the Contract or Order
(c) Perform the Services in a proper, timely and efficient manner using that standard of skill, care and diligence that would reasonably be expected of a skilled, competent and experienced professional or service provider in the field relevant to the Services
(d) Comply with any contract brief or technical specification applicable to the Services
(e) Ensure that the Services are carried out by the Key Personnel referred to in the Contract or Order, and that the Key Personnel do not delegate the performance of the Services to any other person without the prior written agreement of Council
(f) Act in good faith
(g) Comply with the reasonable instructions and directions of Council's Representative
(h) Effect adequate controls in accordance with Council's Environment Policy
(i) Ensure the health and safety of its employees and other personnel and comply with all relevant obligations under the Work Health and Safety Act 2011 and Council’s policies, procedures and requirements relating to work health and safety (as notified to the Contractor)
(j) Use best endeavours to protect people and property and to prevent nuisance, unreasonable noise and disturbance
(k) Use best endeavours to avoid unnecessary interference with the passage of people and vehicles
(l) Provide all equipment and materials necessary for the performance of the Services (other than anything referred to in the Contract or Order to be provided by Council)
(m) Comply with all Laws and with the lawful requirements or policy of any governmental agency affecting or applicable to the provision of the Services
(n) Obtain all statutory licenses, consents, permits and approvals necessary for carrying out the Services (other than any referred to in the Contract or Order to be obtained by Council)
(o) Use reasonable endeavours to work liaise and cooperate with others whose work or services are relevant to the Services or the deliverables that the Services form part of
(p) Advise Council as soon as practical after becoming aware of any event that may adversely affect the performance of the Services

2 Price, Fees and Expenses

(a) The price, rates or fees payable by Council for the Services is the lump sum set out or calculated in accordance with unit prices or service rates stated in the Contract or Order. Unless otherwise specified in the Contract or Order, the price, rates or fees are fixed for the duration of the Contract and are not subject to escalation or review.
(b) Any additional costs, expenses or disbursements including, without limitation, consumables, travel, accommodation and subsistence expenses, may only be charged if provided for in the Contract or Order or in a written variation issued by Council, or if the expense is agreed in writing prior to the expenditure and proof of expenditure has been provided.
(c) If at the written request of Council the Contractor performs work additional to the Services, the rate or fee for the additional work is the rate referred to in the Contract or Order or if no such rate is specified then at the rate agreed between Council and the Contractor.

3 Invoicing and Payment

(a) The Contractor must submit to Council a tax invoice for the services performed at the end of each month or at such other times referred to in the Contract or Order. Each invoice must contain the information necessary to be a tax invoice for the purposes of the GST Act and
include any other information which Council may require including Council’s ‘Subcontractors Statement’. Invoices are to be sent to the address and contact person specified in the Contract or Order.

(b) Council must pay the invoiced amount within 30 days from the end of the month in which an accurate invoice is received, as certified by Council’s Representative. If, however, Council disputes the invoiced amount it must pay the undisputed amount (if any) and notify the Contractor of the amount Council believes is due for payment. The parties will endeavour to resolve any dispute by negotiation in good faith.

(c) Payment of an invoice is not evidence that the Services have been supplied in conformance with the Contract but is payment on account.

4 GST
   (a) Unless otherwise expressly stated, all amounts payable under the Contract are inclusive of GST.
   (b) The Contractor is entitled to recover from Council the amount of any GST payable on taxable supplies provided under this Contract, within the meaning of the GST Act.

5 Variations
   (a) Any variation to the Contract must be directed or approved by Council in writing.
   (b) Any fee adjustment payable for the variation is to be based on the applicable rates for fees in this Contract, or if none, then reasonable rates or fees.

6 Term
The services are required for an initial two (2) year period with two (2) optional extensions of one (1) year each being available at mutual agreement.

7 Time
   (a) Council may extend the time for performance of any part of the Services for any reason.
   (b) Council may suspend the performance of the Services at any time for any reason by written notice to the Contractor. The Contractor must recommence the Services when reasonably directed to do so by Council. The Contractor is entitled to recover from Council any reasonable additional costs due to suspension of the Services if the suspension is caused by the act or omission of Council.
   (c) If a party is unable, wholly or in part, by reason of an act of God or any other event beyond the reasonable control of the affected party (‘Force Majeure’), to carry out an obligation under this Contract, that obligation is suspended so far as it is affected by that Force Majeure and the affected party is prevented from performing its obligations by that Force Majeure. The affected part must take all reasonable steps to overcome or minimise the effect of the Force Majeure.
   (d) Unless otherwise agreed in writing, and except to the extent referred to in clause (b), the Contractor will not be entitled to recover from Council any additional fee or any loss expense or damages which it may incur as a consequence of Council extending the time or suspending the performance of the Services.

8 Access to Premises
Where applicable, Council must give the Contractor reasonable and sufficient access to the premises or site to enable the Contractor to perform the Services.

9 Goods
Where the Services involve the installation, replacement or incorporation of equipment, parts, consumables or materials (‘Goods’), the Goods must:
   • be new, unless otherwise specified in the Order
   • be fit for the purpose for which the Goods are intended to be used by Council
• otherwise be fit for the purpose for which goods of the same kind are commonly supplied
• be of merchantable quality and free from defects
• conform to any specifications, drawings, samples or other descriptions provided by Council to the Contractor
• carry and are subject to any applicable manufacturers’ warranties, the benefits of which are deemed to be assigned to Council, without further liability to or the necessity for any further action on the part of Council, on the supply of the Goods. The Contractor must do anything necessary to ensure that Council has the benefit of the manufacturers’ warranties
• otherwise carry and are subject to any implied conditions and warranties under any Laws including, without limitation, the Sale of Goods Act No. 1 1923 (NSW) and the Australian Consumer Law, as if Council were a consumer under the relevant Laws
• be free of encumbrances and all other adverse interests at the time they are delivered to Council
• title to the Goods, free of encumbrances and all other adverse interests will pass to Council when the Goods are installed or incorporated into the relevant asset. The Goods are at the risk of the Contractor until title to the Goods passes to Council.

10 Warranties
The Contractor warrants to Council:
(a) (Purpose) that where Council has, either expressly or by implication, made known to the Contractor any particular purpose for which the Services are required, the Services will be performed in such a way as to be fit for that purpose
(b) (Conflict) that it and its employees, agents and contractors do not hold any office or possess any property, are not engaged in any business activity and do not have any obligations whereby duties or interests are or might be created in conflict with or might appear to be created in conflict with its Obligations under the Contract
(c) (IP) that it is entitled to use and deal with any intellectual property rights which may be used by it in connection with the Services and that the performance of the Services will not infringe the Intellectual Property Rights of any third party.

11 Local Preference Policy
If the Contract or Order states that Council’s ‘Local Preference Policy-Procurement’ applies to this Contract the Contractor must when required by Council provide substantiation that the actual level of local content is materially consistent with that stated in the Contractor’s tender, quote or proposal. Council may require substantiation at any point during the Contract.

12 Ethics and Fair Dealings
The Contractor agrees to be bound by Council’s Statement of Business Ethics for Tenderers and Contractors, which can be viewed and downloaded from Council’s website.

13 Assignment and Sub-contracting
(a) The Contractor must not assign or sub-contract to any third party the Contract or any of its interests or obligations in the Contract without the prior written consent of Council (which may be given or withheld by Council in its absolute discretion).
(b) The Contractor will not, as a result of any assignment or sub-contracting arrangement, be relieved from the performance of any obligation under the Contract and will be liable to Council for all acts and omissions of an assignee or sub-contractor as though they were the actions of the Contractor itself.

14 Ownership of Contract Material and Intellectual Property
(a) Subject to clause 13(b) Council will exclusively own and be entitled to the benefit of all works records reports items materials ideas or information produced or developed by the Contractor
or under the direction of the Contractor in connection with the provision of the Services ('Contract Material'), including all intellectual property rights in Contract Material. The Contractor must not use the Contract Material other than for the purpose of performing the Services, without the prior written consent or license of Council.

(b) This Contract does not alter ownership of any pre-existing intellectual property rights of either party and clause 13(a) does not apply to pre-existing intellectual property rights.

15 Confidentiality, Media and Privacy
The Contractor and its employees, agents and sub-contractors must not disclose to any third party, any information including by way of media interviews or releases relating to Council or the affairs of others which may have come to their knowledge as a result of this Contract.

16 Defective Services
(a) Without limiting any other available remedy, if the Contractor fails to provide any of the Services in accordance with the Contract or Order, Council will not be required to pay for those Services (until they are provided correctly) and may issue a notice of breach which specifies the alleged breach and requires the Contractor to remedy the default or re-perform the Services within the time specified in the notice (which must not be less than 5 days).

(b) If the default referred to in the notice is not capable of being remedied or the Services are not capable of being re-performed, or the Contractor fails within the time specified in the notice to remedy the default or re-perform the Services, Council may have the Services remedied or re-performed by a third party or do so itself. In either case, the Contractor must pay to Council on demand the reasonable costs incurred by Council in doing so, or Council may deduct those costs from any sum payable by it to the Contractor. Council will use its reasonable endeavours to mitigate any costs incurred under this clause.

(c) In exercising its powers under clause 15(b) Council may, without payment of compensation to the Contractor, take possession of and use any plant, equipment, goods, materials and other things on or in the vicinity of the premises or site that were used or intended to be used by the Contractor for the Services, which are reasonably required to facilitate the completion of the Services.

17 Termination
(a) Without limiting any other available remedy Council may terminate the Contract at any time and without giving prior notice when the Contractor has not remedied a breach within the time specified in notice given under clause 15(a); becomes bankrupt or insolvent; or has a Receiver/Manager/Administrator appointed.

(b) Council may terminate or cancel the Contract at any time for convenience by giving 28 days written notice to the Contractor who must, on receipt, immediately cease all work and take appropriate action to mitigate any loss or prevent further costs being incurred with respect to the Services.

(c) Council must pay all reasonable amounts due in accordance with clause 2 for all work performed by the Contractor up until termination and will not be liable to compensate the Contractor for any loss of prospective profits which it would have earned but for the termination. If the contract is terminated by Council for convenience under clause 16(b) Council must also pay any direct demobilisation costs that are reasonably incurred as a result of the termination.

18 Indemnity
The Contractor indemnifies Council, its employees and agents from and against all actions, claims, losses, damages, penalties, demands or costs whatsoever which may be brought or made against it
or them by any person in respect of or by reason of or arising out of the performance of the Contract including:

(a) Any negligence, wrongful act or omission by the Contractor or of any other persons for whose acts or omissions the Contractor is liable
(b) Death or injury to any person or loss of or damage to any property
(c) Any breach of the Contract by the Contractor
(d) Any breach by the Contractor of the Work Health & Safety Act 2011 and associated legislation (so far as is permissible at law).

The Contractor’s liability to indemnify Council is reduced proportionally to the extent that an action or omission of Council or its employees or agents (other than the Contractor) may have contributed to the injury, damage or loss.

19 Insurance

(a) The Contractor must take out and maintain for the duration of the Contract the following insurance policies:
   (i) Workers compensation insurance in respect of its employees
   (ii) Public liability insurance for at least $20 million (any one occurrence and unlimited in the aggregate) or such higher amount specified in the Contract or Order covering Council and the Contractor against all claims for loss or injury arising from the provision of the Services by the Contractor, its sub-contractors, employees and agents
   (iii) In the case of any unregistered vehicles (Plant) used in the performance of the Services, insurance against any damage arising as a result of the plant being used as a ‘tool of trade’ – to be covered by either an extension to the Contractor’s comprehensive motor vehicle insurance or the liability endorsed onto the Contractor’s public liability insurance
   (iv) Professional Indemnity Insurance for the amount specified in the Contract or Order (any one occurrence and unlimited in the aggregate) covering the Contractor’s legal liability arising out of any act, neglect, default, error or omission made or done by or on behalf of the Contractor or any of its employees or agents in connection with the Services.

(b) On request, the Contractor must provide Council with certificates of currency of any insurance it is required to have under the Contract.

20 Damage to Property

Without limiting any other remedy if the Contractor causes any damage to property, including Council property, the Contractor must promptly rectify the damage at its own expense.

21 Dispute Resolution

(a) Any party claiming that an issue, dispute or difference (“Issue”) has arisen must notify the other party giving details of the Issue. During a 21-day period after a notice is given of an Issue, each party must use its best endeavours to resolve the dispute, by conferring at least once to endeavour to reach agreement or to agree on methods of doing so.

(b) At every such conference, each party is to be represented by a person who has the appropriate authority to agree to resolutions or methods. All such conferences must be conducted in good faith and without prejudice.

(c) If, after a 21-day period from the date a notice is given of an Issue, the Issue has not been resolved, then the Issue may be referred for mediation in accordance with, and subject to, the Institute of Arbitrators & Mediators Australia Mediation and Conciliation Rules.

(d) Neither party may commence legal proceedings (other than for urgent interlocutory or like relief) until the procedures in paragraphs (a) and (b) have been followed.

22 Relationship and Non-Exclusivity

(a) This Contract is not a contract of employment. If Council has an obligation to pay any employee entitlement or statutory charge in respect of the Contractor’s employees including the Key Personnel, the Contractor must pay the entitlement or charge on Council’s behalf or the fee will be reduced by a corresponding amount.

(b) The Contractor must not act outside the scope of the authority conferred on it by this Contract and must not bind Council in any way or hold itself out as having any authority to do so, except where authorised by Council in writing.
(c) Unless otherwise specified in the Contract or Order, this Contract is non-exclusive. Council has the right to engage others to provide services which are similar to or connected with the Services under the Contract.

23 Service of Notices
Notices under this Contract may be served by hand, mail, or email to the address of the other party as stated in the Contract or Order.

24 Governing Law
This Contract is governed by and is to be construed in accordance with the laws applicable in New South Wales. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales.

25 Entire Agreement
(a) This Contract constitutes the entire agreement between Council and the Contractor, and replaces any previous written or oral agreements between Council and Contractor.
(b) Any terms or conditions provided by the Contractor which are inconsistent with the provisions of this Contract are deemed to be withdrawn by the commencement of the performance of the Services to Council by the Contractor.
(c) The issue by Council of a Contract or Order does not constitute acceptance by Council of any alternative terms and conditions of supply provided to Council by the Contractor unless otherwise agreed in writing by Council.

26 Surviving Obligations
The Contractor’s obligations under clause 8, clause 9 and clauses 13 to 20 will survive the termination or expiry of this Contract.

27 Interpretation
In these Conditions, unless the context otherwise requires:
(a) **Contract** means the contract for the provision of the Services of which these Conditions form part including a contract made pursuant to a Request for Tender, Quote or Proposal
(b) **Contractor** means the person supplying the Services under these Conditions and includes its successors and permitted assigns
(c) **Conditions** means these *Standard Conditions of Contract – General Services*
(d) **Contractor’s Representative** means the person nominated by and representing the Contractor for the purposes of the Contract
(e) **Council’s Representative** means the person nominated by and representing Council for the purposes of the Contract
(f) **Day** means calendar day
(g) **GST Act** means the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*
(h) **Laws** means the law in force in New South Wales and the Commonwealth of Australia, including common law and legislation
(i) **Order** means a purchase order, work order, letter of acceptance or other form of order or acknowledgement from Council for the provision of the Services which incorporates these Conditions.
(j) **Services** means the work or services (or any of them) specified or referred to in the Contract or Order
(k) Terms and conditions in the Contract or Order prevail over these Conditions to the extent of any inconsistency.
(l) Words importing the singular include the plural and vice versa and words importing a gender include every other gender
(m) Monetary references are to Australian currency
(n) Reference to an Act by name includes the rules, regulations and local laws for the time being in force under the Act for the period of the Contract
(o) Where two or more persons or bodies comprise the Contractor they will be bound under the Contract jointly and severally.
Volume 3 – Special Conditions of Contract

Tender Title – Civic Centre Commercial Cleaning Services

Tender Number – RFT 6330/16.1

Issue Date – 16 February 2016

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SPECIAL CONDITIONS OF CONTRACT

1.0 ACCOUNTING SYSTEM
1.1 The Contractor must have installed and operate a computerised accounting system.
1.2 The Contractor shall permit the Council and its nominated officers to inspect the Contractor’s books, accounts and records in relation to all pay roll records of the Contractor’s employees, payments to sub-contractors, equipment maintenance and other costs related to the provision of the Services and associated services.

2.0 PAYMENT
2.1 Any invoice rendered is required to meet the following criteria in order to facilitate payment:
   - Negative amounts on invoices are not acceptable, except as defined in the ATO rulings for Tax Adjustment Notes;
   - Handwritten invoices will not be accepted;
   - Handwritten changes to invoices are not acceptable;
   - The Contractor’s ABN must be legible and of a font size not smaller than 10pt;
   - Invoices must contain a Wingecarribee Shire Council Purchase Order Number to be accepted (except where exceptions are granted by the Principal);
   - Invoices supplied must be clean and legible;
   - Invoices supplied must comply with the ATO rules constituting a valid Tax Invoice.
   - Invoices must clearly reflect the goods and/or services that are delivered;
   - Payments will not be made on quotations;
   - Invoice numbers cannot be duplicated and must be unique; and
   - All emails should only be in PDF or TIF formats.

2.2 Invoices are to be delivered to accounts payable by email at invoices@wsc.nsw.gov.au. The receipt of one (1) invoice will be accepted per email.

2.3 Invoices that do not comply with Council requirements will be returned to the Contractor and remain unpaid until a properly rendered invoice is delivered to the Principal.

3.0 WORK HEALTH & SAFETY
3.1 General Work Health & Safety Requirements
3.1.1 As a condition of this contract, Council requires that any Contractors or subcontractors that will be engaged to perform a service on its behalf must at all times identify and exercise all necessary precautions for the health and safety of all persons. This includes Contractor employees and subcontractors, Council employees and members of the public who may be affected by the services.

3.1.2 The Contractor will comply with all directions by the Council relating to Work Health and Safety.

3.2 Legislative Compliance
The Contractor must comply with and ensure that its employees and subcontractors comply with the following occupational health and safety legislation:

- NSW Work Health and Safety Act 2011 No. 10;
- NSW Work Health and Safety Regulation 2011;
- NSW Dangerous Goods Act and Regulations;
- NSW WorkCover Codes of Practice;
- Worksafe Australia Codes of Practice and National Standards;
- Australian Standards; and
- WorkCover Guidelines and Publications.

3.3 Risk Assessment

The successful Contractor will prepare and submit to Council’s Contract Manager an initial Risk Assessment prior to the commencement of contract. The Risk Assessment Form will be used to record the risk assessment and risk control methods to be employed by the Contractor.

3.4 Safe Work Method Statements

The Contractor and all associated sub-contractors will be required to produce to the Council’s Contract Manager all Safe Work Method Statements relevant to the Contract Works prior to work commencing, and at all times during the course of the work.

Where unforeseen hazards or work is encountered and Safe Work Method Statements have not previously been supplied, the Contractor will provide these to the Contract Manager as soon as practicable and have such Safe Work Method Statements available at all times.

Contractors Safe Work Methods Statements are to be consistent or superior to the Safe Work Method Statements forms contained within the NSW WorkCover Authority publication “Guidelines for writing work method statements in plain English”.

3.5 Site Safety Rules

Contractors will be required to provide documentary evidence of typical site safety rules that will be required to be complied with on-site by all persons at all times.

Examples of some site safety rules could include, but are not limited to:

- Use of Personal Protective Equipment;
- First-Aid arrangements;
- Personal conduct on-site;
- Fire safety;
- Housekeeping requirements;
- Drug and Alcohol Policy on-site etc.; and
- Smoking.

3.6 Electrical Equipment

All electrical equipment/appliances shall be maintained in a safe operational condition through regular inspection, testing and tagging by a competent person. Electrical equipment that is damaged, deteriorated or worn is to be identified and with an
appropriate TAG and removed from the site for repair or replacement. All electrical equipment is to be inspected for damage, wear and potential damp or wet conditions prior to use including:

- Cables;
- Protective clothing and gloves; and
- Adequate clearance from wet or damp conditions/hazards.

3.7 Non-Compliance

If during the performance of works under the contract, Council informs the Contractor that it is Council’s opinion that the Contractor is:

- Not conducting the work in compliance with the Contractor’s health and safety management procedures, risk assessment or relevant legislation; or
- Conducting the work in such a way as to endanger the health and safety of Contractors’ employees or subcontractors, Council employees or members of the public,

the Contractor will promptly remedy that breach of health and safety.

Council may direct the Contractor to suspend the work until such time as the Contractor satisfies Council that the work will be resumed in conformity with applicable health and safety provisions.

4.0 ENVIRONMENTAL LEGISLATION AND REQUIREMENTS

4.1 The Contractor and its subcontractors are at all times to comply with Federal and State Environmental Legislation in force in New South Wales.

4.2 The Contractor and its subcontractors shall at all times comply with the statutory requirement placed on Council by Section 7(e) of the Act, namely “to have regard to the protection of the environment in carrying out their responsibilities”.

5.0 SITE POSSESSION AND SECURITY

5.1 Possession of the Site is given for the sole purpose of carrying out cleaning services under the Contract. The Contractor shall ensure that no unauthorised persons are allowed on site.

5.2 All lost keys must be immediately reported to Council’s Representative. Lost keys will be replaced at a cost to the Contractor of $50 each.

5.3 Should any of the Contractor’s Personnel working on an alarmed site set off the alarm for any reason whatsoever and a security patrol or Council representative is called to attend the site, a call out fee of $200.00 inclusive of GST will be charged to the Contractor every time the alarm is activated by the Contractor or its personnel.

6.0 WORKING HOURS AND MATERIALS

6.1 Cleaning of the site must be done outside normal client hours, and to be flexible to meet the needs of the daily usage pattern of the site. Cleaning should have little or no impact on the suers of the site.

6.2 A register of cleaning supplies and materials is to be continually maintained by the Contractor. In addition, the Contractor is to provide Council’s Representative one (1) week notice of the requirement for replenishment of Council provided materials.
6.3 Council provided materials will include toilet paper, hand soap, hand sanitiser, air freshener, dishwasher tablets/cleaner, disposable tea/hand towels, desk bin liners, batteries for hand sanitiser and air freshener units.

7.0 COMMUNICATION AND MEETINGS

7.1 The Contractor’s Representative is to be fluent in the English language.

7.2 Meetings are to be held at a date and time convenient to both Council’s representative and the Contractor’s Supervisor. The purpose of the meetings will be to discuss service delivery and other information pertaining to the delivery of the contracted services.

7.3 Council’s representative will provide at the site a Communication Book. The purpose of the Communication book is to advise the Contractor’s staff on matters relating to the day to day provision of the Services. The Communication Book is to be read by the Contractor’s staff on at least a daily basis. An equivalent electronic process can be determined between Council and the Contractor.

7.4 The Contractor is to further ensure that information provided via the Communication Book is disseminated to all staff servicing the site within twenty-four (24) hours of reading. An equivalent electronic process can be determined between Council and the Contractor.

8.0 RECTIFICATION OF THE SERVICES

8.1 If, in the opinion of Council staff an item of work relating to the specified services has not been properly performed, Council shall be entitled to:

(a) direct the Contractor to complete that item of work during the normal business hours of Council; or

(b) deduct from any progress claim the scheduled rate for that item.

9.0 EQUIPMENT

9.1 Council will not be responsible for any loss or damage caused to the Contractor’s equipment that is used in the provision of the Services.

10.0 SUB-LETTING OF CONTRACT

10.1 The Contractor will directly engage all staff who carry out the works as employees of the Contractor only and will comply with all workplace, industrial relations and taxation laws relating to such engagement and will not engage any person to carry out the works as an independent contractor.
Volume 4 – Specification

Tender Title – Civic Centre Commercial Cleaning Services

Tender Number – RFT 6330/16.1

Issue Date – 16 February 2016

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1.0 GENERAL

1.1 Interpretations

1.1.1 As per the General Conditions of Contract, except where context otherwise requires.

1.2 Regulations, Standards and Specifications

1.2.1 All services must be carried out in accordance with relevant statutory requirements and this Specification.

2.0 SCOPE OF SERVICES

2.1 The scope of services required is as follows:

(a) Cleaning of Council’s Civic Centre as described in this specification, being located at 68 Elizabeth Street, Moss Vale, New South Wales.

(b) The provision of all labour, equipment, material such as:

- Cleaning fluids;
- Cleaning cloths and sponges;
- Brooms and mops;
- Vacuums;
- Toilet brushes, squeegees, cobweb dusters;
- Buckets and trolleys;
- Safety signage;
- Waste bags; and
- All other things necessary for the cleaning of the nominated sites.

(c) Reporting of maintenance issues as they pertain to the provision of cleaning services.

2.2 The services are required for an initial two (2) year period with two (2) optional extensions of one (1) year each being available at mutual agreement.

3.0 GENERAL CLEANING REQUIREMENTS

3.1 Site Locations, Configurations and Areas

3.1.1 The buildings and offices covered by this specification includes 68 Elizabeth Street, Moss Vale – Civic Centre and Library.

The majority of the building is carpeted. The theatrette has timber floors. Toilet facilities and kitchens have tile and/or vinyl floor covering.

3.1.2 The Services required include the scheduled specific cleaning requirements at each of the sites at specified servicing frequencies outlined in the Cleaning Schedule.

3.1.3 The Contractor is to provide all on-site Services outside normal business/office hours. Council is entitled to make minor changes to the abovementioned days/hours of operation if required.
3.2 Labour, Equipment and Materials

3.2.1 The Contractor must perform all Services required with a high degree of skill, care, competence and diligence. The Contractor is required to provide personnel with the skills, competence, experience and ability to perform the works in accordance with the Contract.

3.2.2 The Contractor will provide among the cleaning staff a Team Leader who will be on site during cleaning operations, will provide leadership and direction to the cleaning staff and who will participate in the cleaning tasks. The Team Leader will also be responsible for operating the security system.

3.2.3 In performing the Services the Contractor must provide, at its own cost and expense, all Council approved materials, chemicals, labour, equipment and other things necessary for the proper execution and performance of the Services.

3.2.4 The Contractor must monitor the stock levels of all soap, paper towels, bin liners and toilet paper and advise Council’s Representative when any of these items fall below the anticipated quantity required for one week’s cleaning services. Any other Council owned materials or equipment on site excepting the receptacles is not to be used by the Cleaning Contractor. All materials supplied by Council are to be exclusively for the Contract and stored at Council’s premises.

3.2.5 The Contractor shall place and replace all soap, sanitiser, paper towels, toilet paper, air fresheners, urinal tablets and dishwashing tablets unless otherwise directed by the Council’s Representative.

3.2.6 The Contractor must take every precaution to ensure that the equipment and the manner in which it is used or applied and the acts or omissions of its Personnel do not result in any damage to property (including the property of Council), injury or loss of life.

3.2.7 Council is to provide adequate on-site storage facilities for the storage of cleaning equipment and chemicals. The Contractor is to maintain storage rooms in a clean, tidy and safe manner utilising plastic storage bins to store all chemicals. All containers are to be labelled appropriately.

3.2.8 The Contractor must provide, at its own cost and expense, all personal protective equipment necessary to provide cleaning services including at a minimum gloves, masks, goggles, aprons and spill kits.

3.2.9 The Contractor must supply a photo ID and uniform for all cleaning staff, to be approved by Council.

3.2.10 All staff provided by the Contractor must successfully pass a criminal records check.

3.2.11 The Contractor shall provide all operational and safety training to cleaning staff and will provide evidence to Council of this. Safety training will include manual handling, safe disposal of sharps, safe cleaning of chemical spills, WH&S and any others necessary for the safe provision of cleaning services.

4.0 CLEANING SCHEDULE

4.1 The Contractor is to provide the Services (to the required standard of performance) in accordance with the schedule in Appendix A: NATSPEC Building Cleaning Specifications for Contract.

4.2 A summary cleaning schedule is provided in Appendix B: Civic Centre Cleaning Specifications Summary View.
4.3 The schedule for fortnightly, monthly, quarterly, 6 monthly and annually tasks will be agreed upon by Council’s Representative and the Contractor in writing prior to the date of commencement and annually thereafter upon the anniversary of commencement.

5.0 WASTE AND RECYCLABLES

5.1 Council is seeking to lead in environmental and sustainable activities at all sites and work places. The following clauses are critical to Council achieving its performance objectives in this area.

5.2 The Contractor shall provide and use lightweight collapsible trolleys, or waterproof plastic bags, for the purpose of collecting waste, paper recyclables and container recyclables and transporting them to the on-site receptacles provided by Council. The Contractor will ensure that the trolleys or waterproof bin liners and waste bags are suitable to avoid damage to fixtures and fittings and to prevent a pollution incident. All such trolleys or waterproof plastic bags shall be provided by the Contractor.

5.3 The Contractor shall place all waste, paper and container recyclable material in the receptacles provided by Council at the Site.

5.4 At no times are bin liners or bags to be placed within the paper or container recycling receptacles.

5.5 Disposal of waste and recyclable material from the Site will be managed by the Council.

5.6 The Contractor is to comply at all times with Council’s directions for recycled material.

6.0 SITE ACCESS, SECURITY AND PROTECTION

6.1 Before commencing the work the Contractor is to submit a written site program for all Services including the following:

(a) Date and time of access;

(b) Approximate time for the works; and

(c) Names of staff attending the site.

6.2 On completion of the evening attendance by the Contractor must ensure on a day to day basis (unless otherwise instructed by Council’s representative that:

(a) Electric lights (excluding night lights), appliances and water taps are turned off;

(b) All doors, windows and gates are closed and locked; and

(c) All electronic alarms are reset and operational.

6.3 The Contractor is to provide all Services on site in accordance with the following days of the week, earliest start times and latest finish times:

Monday – Friday, 4am to 7am and 6pm to 8pm

Emergency call outs: Monday – Friday, 8:30am to 4:30pm

6.4 The Contractor’s personnel are required to comply with all reasonable directions of Council’s Security Contractor in relation to access, egress, security and safety matters. This is inclusive of ceasing any activity, and, evacuating the facility if deemed necessary.

6.5 Where keys, access cards and security codes are supplied to the Contractor for the purpose of entering and securely locking premises, the Contractor will be responsible for safeguarding the keys and the secrecy of security codes in a manner satisfactory to the council’s Contract Manager and whenever so required shall hand the keys to the Council’s Contract Manager or Representative. If any key, lock combination or access key is lost or
mislaid this is to be immediately reported to Council’s Representative or Contract Administrator.

6.6 Unless otherwise directed by Council, the Contractor shall before leaving the building ensure that all electric lights are turned off and that the office and exterior doors are locked and alarm systems are reset. The Contractor shall not unless otherwise directed by Council’s representative allow electric lights to remain turned on whilst the Services are being carried out unless such lights are reasonably required by the Contractor.

6.7 The Contractor’s staff shall report to Council’s Representative any maintenance issues that pertain to the provision of services under this contract such as inoperative power outlets, plumbing issues (leaks from taps/cisterns), broken glass etc. on the same day as when they are first observed.

7.0 CHEMICAL USEAGE AND STORAGE

7.1 The Contractor is to ensure that all chemicals are used, stored and disposed of strictly in accordance with the manufacturer’s instructions.

7.2 Copies of the manufacturer’s Material Safety Data Sheets for all chemicals, solutions and compounds are to be supplied to Council and held at the Site for the Contractor’s staff to access.

7.3 All necessary Safety and First Aid equipment is to be kept on each site whilst any chemical is in use. The equipment is to be checked and repaired or replaced monthly or as necessary. Disposal of all industrial chemical waste and products is to be strictly in accordance with all relevant regulations, rules, laws and recognised industry “best practice” standards.

7.4 The Contractor is responsible for ensuring that all chemicals used to perform the Services are not harmful to the environment.

7.5 Council may, at its discretion, demand an audit or review of the safekeeping of equipment, chemicals and maintenance of access systems at any time.
NATSPEC – Building Cleaning

Specifications for Contract

May 2015
1585 External cleaning

Operation building plans

<table>
<thead>
<tr>
<th>ACTIVITY DEFINITION</th>
<th>(What is included?)</th>
</tr>
</thead>
<tbody>
<tr>
<td>This activity includes all procedures necessary for the routine cleaning of the external surfaces of buildings, covered areas immediately adjacent to buildings and external stairways. This activity covers all required activities such as cleaning walls, paths, signs and graffiti removal.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PERFORMANCE DEFECTS</th>
<th>(What do we look for?)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dirty surfaces, leaves, waste, mildew or fungi, cob webs, litter, pests, graffiti, report lights malfunctioning.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PERFORMANCE CRITERIA</th>
<th>(Why do we do it?)</th>
</tr>
</thead>
<tbody>
<tr>
<td>To maintain the external building surfaces and immediate surrounds in a clean, tidy and serviceable condition.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PERFORMANCE STANDARDS</th>
<th>(What is required?)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cleaning of building surfaces, removal on a regular basis of dirt, leaves, waste, graffiti, marks, cob webs, mildew or fungi and pests. Report light bulbs and tubes needing replacement as necessary.</td>
<td></td>
</tr>
</tbody>
</table>

WORK METHOD REQUIREMENTS

1.1 Civic Centre exterior and site surrounds

Fortnightly
- Clean all hand rails.
- Clean all door handles and frames.
- Clean all signs and plaques affixed to the building.
- Remove all unauthorised bills and posters.
- Remove graffiti with approved cleaning agents.
- Remove leaves and waste.
- Report any failed light globes and tubes in light fittings attached to the building or covered areas.

Semi-annually (twice per year)
- Clean all wall and other surfaces showing any sign of dirt build up (excludes roof surfaces).
- Remove all cob webs, mildew, fungi, insect nests and bird nests.
- Polish brass handrails and plaques attached to the building.
- Remove leaves and debris from floor drains.
- Clean paved areas by removing moss during colder months of the year.
### 1586 Internal cleaning

#### Operation building plans

<table>
<thead>
<tr>
<th>ACTIVITY DEFINITION  (What is included?)</th>
</tr>
</thead>
<tbody>
<tr>
<td>This activity includes all procedures necessary for the routine cleaning of buildings including offices, foyers, meeting rooms, kitchens, hallways (excludes toilets—see Activity Code: CSA 1587 Sanitary cleaning). This activity covers all required activities such as carpet and upholstery cleaning, dusting and polishing furniture, emptying waste bins, cleaning walls and doors and reporting light bulbs and tubes that require replacement. Area covered by this activity includes all internal areas and covered foyers and alcove areas immediately outside external access doors. Carpet shampooing or dry cleaning is included in the Performance Requirements.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PERFORMANCE DEFECTS  (What do we look for?)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Waste, dusty surfaces, stains, spillage, finger marks, cob webs, report lights malfunctioning.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PERFORMANCE CRITERIA  (Why do we do it?)</th>
</tr>
</thead>
<tbody>
<tr>
<td>To maintain a pleasant and healthy internal building environment in a clean and tidy state, and retain appropriate illumination.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PERFORMANCE STANDARDS  (What is required?)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cleaning of building surfaces, removal on a regular basis of dirt, leaves, waste, graffiti, marks, cob webs, mildew or fungi and pests. Replace batteries in hand sanitiser and air freshener units as needed. Report light bulbs and tubes requiring replacement as necessary.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>WORK METHOD REQUIREMENTS  (Operations Branch’s undertaking to provide quality)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1.1 GENERAL</strong></td>
</tr>
<tr>
<td>a. All light bulbs and/or florescent tubes requiring replacement are to be reported on the first visit that the malfunction is noted.</td>
</tr>
<tr>
<td>b. Appropriate warning signage or other markers shall be utilised in areas where a pedestrian slip hazard exists.</td>
</tr>
<tr>
<td>c. Replace batteries in hand sanitiser and air freshener units as needed</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>1.2 Civic Centre offices, corridors, entryway, Council Chambers, stairs and lift</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Daily</strong></td>
</tr>
<tr>
<td>- Empty, clean and sanitize waste bins. All general purpose waste bins are to have clean, serviceable and approved liners.</td>
</tr>
<tr>
<td>- Carpets to be cleaned to remove waste, dust and spillages. All areas are to be vacuumed including under desks, tables and other furniture, paying particular attention to corners and edges.</td>
</tr>
<tr>
<td>- Hard floor areas to be cleaned and left free of dust, stains, scuff and streak marks.</td>
</tr>
<tr>
<td>- Clean all unobstructed areas of desk tops, window ledges, filing cabinets, counters and hand rails, eliminating dust and marks.</td>
</tr>
<tr>
<td>- Remove finger marks from painted walls, doors, glass tables, signs, light switches, glass partitions, etc.</td>
</tr>
<tr>
<td>- Do not touch computers, audio-visual equipment, ancillary equipment and cables.</td>
</tr>
</tbody>
</table>
**WORK METHOD REQUIREMENTS (Operations Branch’s undertaking to provide quality)**

**Weekly**
- Dust picture frames, ledges, skirting boards and wall hangings; remove all cob webs.
- Replace air freshener as necessary.
- Remove, clean and replace all door mats. Remove all debris from under the mats.
- Clean all interior surfaces of the lift including the floor and wiping the walls and buttons to remove scuff marks and fingerprints.
- Bins to be moved to the street for rubbish collection in accordance with the rubbish collection schedule for the facility and returned to the designated location following rubbish collection.

**Monthly**
- Dust high locations, top of cupboards, top of doors, top of cabinets, suspended lighting systems.
- Dust ceilings to remove high cob webs, especially in corners.
- Clean all doors, door jambs, architraves and fittings.
- Clean all air conditioner ducts and grills.

**Quarterly**
- Clean glass doors and partitions.
- Strip and seal timber, tiled and vinyl floors.

**Semi-annually (twice per year)**
- Shampoo carpets.

**1.3 Civic Centre kitchens and staff lounges**

**Daily**
- Empty, clean and sanitize waste bins. All general purpose waste bins are to have clean, serviceable and approved liners.
- Carpets to be cleaned to remove waste, dust and spillages. All areas are to be vacuumed including under tables and other furniture, paying particular attention to corners and edges.
- Hard floor areas to be cleaned, sanitized and left free of stains, scuff and streak marks.
- Clean and sanitize benches, tables and sinks.
- Evening shift – ensure dishwashers have detergent tablets and are turned on.
- Morning shift - unload dishwashers and restock clean crockery and cutlery in cupboards and drawers.
- Clean all racks and around sealing rubber on refrigerator and freezer doors.

**Weekly**
- Clean inside and outside of microwave ovens.

**Quarterly**
- Defrost and clean out refrigerators and freezers. Ensure contents remain frozen.
- Clean inside of ovens, remove all stains, grease and build-up of food wastes.
  Clean under hotplates and range top, remove all stains, grease and build-up of food wastes.

**1.4 Civic Centre toilets**
<table>
<thead>
<tr>
<th>WORK METHOD REQUIREMENTS (Operations Branch’s undertaking to provide quality)</th>
</tr>
</thead>
<tbody>
<tr>
<td>For more detail on toilet areas refer to 1587 Sanitary Cleaning.</td>
</tr>
</tbody>
</table>
1587 Sanitary cleaning

**Operations building plans**

<table>
<thead>
<tr>
<th>ACTIVITY DEFINITION</th>
<th>(What is included?)</th>
</tr>
</thead>
<tbody>
<tr>
<td>This activity covers all procedures necessary for the routine cleaning of sanitary facilities designated for public or staff use located in a separate building or within buildings and facilities. This activity covers all required activities such as the cleaning of toilets and hand basins in addition to all related surface cleaning commonly required for the upkeep of such premises. Building and facility cleaning not directly related to sanitary facilities is covered under other activity specifications. Provision has been made within this specification for the routine replenishment of consumable supplies required to meet the requirements of this activity such as hand towels, soap, toilet paper, and light bulbs.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PERFORMANCE DEFECTS</th>
<th>(What do we look for?)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dirty or unhygienic facilities. Lights not functioning appropriately.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PERFORMANCE CRITERIA</th>
<th>(Why do we do it?)</th>
</tr>
</thead>
<tbody>
<tr>
<td>To maintain a pleasant and healthy environment in both public and staff conveniences.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PERFORMANCE STANDARDS</th>
<th>(What is required?)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carry out cleaning activities to ensure that public health standards have been met and that the facility possesses a clean appearance. The monitoring and replenishment of consumables. The replacement of batteries in hand sanitiser and air freshener units as needed and the obligation to report the malfunction of any equipment to the Supervisor for repair or replacement. Contractor to provide staff trained in safe removal and disposal of syringes and blood spillages so as to prevent contamination from blood borne pathogens.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>WORK METHOD REQUIREMENTS (Operations Branch’s undertaking to provide quality)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>General</strong></td>
</tr>
<tr>
<td>1. These work method requirements apply to all building and facilities classifications.</td>
</tr>
<tr>
<td>2. All work to be performed to achieve full hygienic standards regarding reduction of risk for possible transmittal of disease or infection.</td>
</tr>
<tr>
<td>3. Particular care and attention shall be paid to pickup and disposal of used syringes. Personnel are to be instructed and trained in pickup and disposal methods. A safe disposal method and location for disposal shall be provided by the Contractor.</td>
</tr>
<tr>
<td>4. All light bulbs and/or florescent tubes requiring replacement are to be reported on the first visit that the malfunction is noted.</td>
</tr>
<tr>
<td>5. Any maintenance issue noted during cleaning are to be reported on the first visit that the malfunction is noted.</td>
</tr>
</tbody>
</table>
6. Appropriate warning signage or other markers shall be utilised in areas where a pedestrian slip hazard exits.

6. Replace batteries in hand sanitiser and air freshener units as needed.

### Cycle A

#### Toilets

(a) All toilets are to be cleaned and sanitized both inside and out with nominated disinfectant cleaner and left free of stains to the seat, bowl and cistern. Cubicle floors that are concrete, vinyl, tile or other washable surface are to be cleaned with nominated disinfectant cleaner.

(b) Care shall be taken to ensure that adjacent partitions, walls and doors are not splashed during the operation.

(c) Excessive use of water and cleansers is to be avoided. Cleaned surfaces are to be dry within 30 minutes of the completion of cleansing.

#### Urinals

(a) All surfaces of all urinals and plumbing fixtures are to be cleaned and sanitized.

(b) Any waste in the tray is to be removed.

(c) Deodorising bars are to be used in the tray and replaced on a regular basis to provide continuous function.

#### Showers and change rooms

(a) All shower recesses are to be cleaned and sanitized with nominated disinfectant cleaner and left free of stains and streaks.

(b) All mould and soap stains to be removed.

#### Floors

(a) All wet areas of the toilet room floor are included. The areas behind the toilets and underneath any removable object with a mass less than 30 kilograms shall be included.

(b) The wet area cleaning operations must not affect any adjacent carpeted areas.

(c) Wet area floors and base/skirting boards to have rubbish removed then be cleaned and sanitized with nominated disinfectant cleaner and left free of streaks.

(d) Excessive use of water or cleansers is to be avoided. Cleaned surfaces are to be dry within 30 minutes of completion of cleaning.

#### Walls, cubicle partitions and doors

(a) All walls, cubicle partitions and doors are to be cleaned and sanitized with nominated disinfectant cleaner and left free of stains and streaks. CAUTION: The Contractor is to ensure that paint is not damaged as a result of cleaning operations.

(b) All horizontal surfaces comprising the cubicle partitions are to be cleaned and sanitized.

(c) All graffiti shall be removed from any wall or partition surface using the appropriate cleanser or product designed specifically for the purpose and approved by the Superintendent. Prior to using a new product the Contractor shall test a small inconspicuous area of wall to ensure that the product does not damage the surface.
**WORK METHOD REQUIREMENTS** (Operations Branch’s undertaking to provide quality)

### Fixtures
(a) Ventilation and lighting fixtures are to be cleaned as required to prevent accumulation of dust or soiled areas.
(b) Toilet roll holders and sanitary napkin waste receptacles are to be cleaned and sanitized with nominated disinfectant cleaner and left free of stains and streaks.
(c) Hand towel dispensers and/or electric dryers are to be cleaned and sanitized with nominated disinfectant cleaner and left free of stains and streaks.
(d) Mirrors are to be cleaned and left dry and free of streaks.

### Consumables
(a) Disposable hand towel and toilet roll dispensers are to be filled with the appropriate replacement stock.
(b) Where soap dispensers exist they are to be cleaned and filled with the appropriate product.

### Counter tops and related appurtenances
(a) All counter tops and hand basins are to be cleaned and sanitized with nominated disinfectant cleaner.
(b) All plumbing fixtures adjacent to counter tops shall be cleaned and polished.
### 1588 Window cleaning

#### Operations buildings plans

<table>
<thead>
<tr>
<th>ACTIVITY DEFINITION</th>
<th>(What is included?)</th>
</tr>
</thead>
<tbody>
<tr>
<td>This activity includes all procedures necessary for the routine cleaning of the internal and external surfaces of perimeter windows and both sides of all internal windows, glass partitions and glass panels.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PERFORMANCE DEFECTS</th>
<th>(What do we look for?)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dirt, marks, stains on the glass or window frame.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PERFORMANCE CRITERIA</th>
<th>(Why do we do it?)</th>
</tr>
</thead>
<tbody>
<tr>
<td>To maintain appropriate passage of light through windows and glass and provide a clear view for building/facility users.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PERFORMANCE STANDARDS</th>
<th>(What is required?)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Remove all dirt, marks and stains from the window glass and leave the surface free of streaks. Remove all dirt marks and stains from window frames.</td>
<td></td>
</tr>
</tbody>
</table>

#### WORK METHOD REQUIREMENTS (Operations Branch’s undertaking to provide quality)

**General**

1. These work method requirements apply to all building and facilities classifications.
2. Report cracked or broken panels to the Superintendent.

**Semi-annually (twice per year)**

(a) Clean internal surfaces of all perimeter windows. Remove all marks, dirt and stains. Leave dry and free of streaks.
(b) Clean both surfaces of all internal windows. Remove all marks, dirt and stains. Leave dry and free of streaks.
(c) Clean all window and glass panel frames. Remove all marks, dirt and stains. Leave dry and free of streaks. The exception is untreated aluminium frames. Do not remove traces of oxidation and do not wipe regularly. Remove only dust and stains.
(d) Clean external surfaces of all perimeter windows. Remove all marks, dirt and stains. Leave dry and free of streaks.
(e) Clean external surfaces of window frames, with the exception of untreated aluminium. Refer (c) of Cycle A above.
# 1589 Cleaning of blinds and fire-proofing of curtains

## Operations buildings plan

### Referenced Document

The following documents are incorporated into this work section by reference:

### Standards

<table>
<thead>
<tr>
<th>Document</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>BCA Section H</td>
<td>Special use buildings</td>
</tr>
<tr>
<td>BCA C1.10</td>
<td>Fire resistance - Fire resistance and stability - Fire hazard properties</td>
</tr>
</tbody>
</table>

### ACTIVITY DEFINITION (What is included?)

This activity includes all procedures necessary for the routine cleaning of blinds and curtains as well as the fire proofing of curtains.

### PERFORMANCE DEFECTS (What do we look for?)

Dust build up, lint, marks, stains.

### PERFORMANCE CRITERIA (Why do we do it?)

To maintain control of light into rooms and privacy by providing clean and functional window blinds and curtains. To reduce the likelihood and subsequent damage caused by fire ensuring compliance with the Building Code of Australia with respect to the fire proofing of curtains (i.e. stage curtains).

### PERFORMANCE STANDARDS (What is required?)

Vacuuming, dusting, cleaning and dry cleaning. Special fire-proofing treatment involving application of a fire retardant.

### WORK METHOD REQUIREMENTS (Operations Branch’s undertaking to provide quality)

#### 1.1 Civic Centre

**Annually**

- Remove dust and lint from surface of blinds and curtains.
- Remove spot marks and stains.
<table>
<thead>
<tr>
<th>Location</th>
<th>Task</th>
<th>Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Building exterior and site surrounds</td>
<td>Clean all hand rails</td>
<td>X</td>
</tr>
<tr>
<td></td>
<td>Clean handles and frames</td>
<td>X</td>
</tr>
<tr>
<td></td>
<td>Clean all signs and plaques affixed to the building</td>
<td>X</td>
</tr>
<tr>
<td></td>
<td>Remove all unauthorised bills and posters</td>
<td>X</td>
</tr>
<tr>
<td></td>
<td>Remove graffiti with approved cleaning agents</td>
<td>X</td>
</tr>
<tr>
<td></td>
<td>Remove leaves and waste</td>
<td>X</td>
</tr>
<tr>
<td></td>
<td>Report any failed light bulbs and tubes in light fittings attached to the building or covered areas</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Clean all walls and other surfaces showing any sign of dirt build up (excludes roof surfaces)</td>
<td>X</td>
</tr>
<tr>
<td></td>
<td>Remove all cob webs, mildew, fungi, insect nests and bird nests</td>
<td>X</td>
</tr>
<tr>
<td></td>
<td>Polish brass handrails and plaques attached to building</td>
<td>X</td>
</tr>
<tr>
<td></td>
<td>Remove leaves and debris from floor drains</td>
<td>X</td>
</tr>
<tr>
<td></td>
<td>Clean paved areas by removing moss during colder months of the year</td>
<td>X</td>
</tr>
<tr>
<td>Offices, corridors, entryway, Council Chambers, stairs and lift</td>
<td>Empty, clean and sanitize waste bins. All general purpose waste bins are to have clean, serviceable and approved liners</td>
<td>X</td>
</tr>
<tr>
<td></td>
<td>Carpets to be cleaned to remove waste, dust and spillages. All areas are to be vacuumed including under desks, tables and other furniture, paying particular attention to corners and edges</td>
<td>X</td>
</tr>
<tr>
<td></td>
<td>Hard floor areas to be cleaned and left free of dust, stains, scuff and streak marks</td>
<td>X</td>
</tr>
<tr>
<td></td>
<td>Clean all unobstructed areas of desk tops, window ledges, filing cabinets, counters and hand rails, eliminating dust and marks</td>
<td>X</td>
</tr>
<tr>
<td></td>
<td>Remove finger marks from painted walls, doors, glass tables, signs, light switches, glass partitions, etc</td>
<td>X</td>
</tr>
<tr>
<td></td>
<td>Do not touch computers, audio-visual equipment, ancillary equipment and cables</td>
<td>X</td>
</tr>
<tr>
<td></td>
<td>Dust picture frames, ledges, skirting boards and wall hangings; remove all cob webs</td>
<td>X</td>
</tr>
<tr>
<td>Location</td>
<td>Task</td>
<td>Frequency</td>
</tr>
<tr>
<td>---------------------------</td>
<td>---------------------------------------------------------------------------------------------------------------------------------------</td>
<td>-----------</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Daily</td>
</tr>
<tr>
<td></td>
<td>Remove, clean and replace all door mats; remove all debris from under the mats</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Clean all interior surfaces of the lift including the floor and wiping the walls and buttons to remove scuff marks and fingerprints</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Bins to be moved to the street for rubbish collection in accordance with the rubbish collection schedule for the facility and returned to the designated location following rubbish collection</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Dust high locations, top of cupboards, top of doors, top of cabinets, suspended lighting systems</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Dust ceilings to remove high cob webs, especially in corners</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Clean all doors, door jambs, architraves and fittings</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Clean all air conditioner ducts and grills</td>
<td></td>
</tr>
<tr>
<td>Kitchens and staff lounges</td>
<td>Clean glass doors and partitions</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Strip and seal timber, tiled and vinyl floors</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Shampoo carpets</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Empty, clean and sanitize waste bins. All general purpose waste bins are to have clean, serviceable and approved liners</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Carpets to be cleaned to remove waste, dust and spillages. All areas are to be vacuumed including under tables and other furniture, paying particular attention to corners and edges</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Hard floor areas to be cleaned, sanitized and left free of stains, scuff and streak marks</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Clean and sanitize benches, tables and sinks</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Ensure dishwashers have detergent tablets and are turned on</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Unload dishwashers and restock clean dishes in cupboards</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Clean all racks and around sealing rubber on refrigerator and freezer doors</td>
<td></td>
</tr>
<tr>
<td>Location</td>
<td>Task</td>
<td>Frequency</td>
</tr>
<tr>
<td>-------------------</td>
<td>----------------------------------------------------------------------</td>
<td>-----------</td>
</tr>
<tr>
<td></td>
<td>Clean inside and outside of microwave ovens</td>
<td>Daily: X</td>
</tr>
<tr>
<td></td>
<td>Defrost and clean out refrigerators and freezers. Ensure contents</td>
<td>Weekly: X</td>
</tr>
<tr>
<td></td>
<td>Clean inside of ovens, remove all stains, grease and build-up of</td>
<td>Fortnightly: X</td>
</tr>
<tr>
<td></td>
<td>Clean under hotplates and range top, remove all stains, grease and</td>
<td>Monthly: X</td>
</tr>
<tr>
<td></td>
<td>All toilets are to be cleaned and sanitized both inside and out with</td>
<td>Quarterly: X</td>
</tr>
<tr>
<td></td>
<td>Care shall be taken to ensure that adjacent partitions, walls and</td>
<td>6 Monthly: X</td>
</tr>
<tr>
<td></td>
<td>All surfaces of all urinals and plumbing fixtures are to be</td>
<td>Annually: X</td>
</tr>
<tr>
<td></td>
<td>Any waste in the urinal tray is to be removed</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Deodorising bars are to be used in the tray and replaced on a</td>
<td></td>
</tr>
<tr>
<td></td>
<td>All shower recesses are to be cleaned and sanitized with nominated</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Wet area floors and base/skirting boards to have rubbish removed</td>
<td></td>
</tr>
<tr>
<td></td>
<td>All wet areas of the bathroom floor are included. The areas behind</td>
<td></td>
</tr>
<tr>
<td></td>
<td>The wet area cleaning operations must not affect any adjacent</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Civic Centre Cleaning Specifications Summary View

<table>
<thead>
<tr>
<th>Location</th>
<th>Task</th>
<th>Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Excessive use of water or cleansers is to be avoided. Cleaned surfaces are to be dry within 30 minutes of completion of cleaning</td>
<td>X</td>
</tr>
<tr>
<td></td>
<td>Mirrors are to be cleaned and left dry and free of streaks</td>
<td>X</td>
</tr>
<tr>
<td></td>
<td>Disposable hand towel and toilet roll dispensers are to be filled with the appropriate replacement stock</td>
<td>X</td>
</tr>
<tr>
<td></td>
<td>Where soap dispensers exist they are to be cleaned and filled with the appropriate product</td>
<td>X</td>
</tr>
<tr>
<td></td>
<td>All counter tops and hand basins are to be cleaned and sanitized with nominated disinfectant cleaner</td>
<td>X</td>
</tr>
<tr>
<td></td>
<td>All plumbing fixtures adjacent to counter tops shall be cleaned and polished</td>
<td>X</td>
</tr>
<tr>
<td></td>
<td>All walls, cubicle partitions and doors are to be cleaned and sanitized with nominated disinfectant cleaner and left free of stains and streaks. CAUTION: The Contractor is to ensure that paint is not damaged as a result of cleaning operations</td>
<td>X</td>
</tr>
<tr>
<td></td>
<td>All horizontal surfaces comprising the cubicle partitions are to be cleaned and sanitized</td>
<td>X</td>
</tr>
<tr>
<td></td>
<td>All graffiti shall be removed from any wall or partition surface using the appropriate cleanser or product designed specifically for the purpose and approved by the Superintendent. Prior to using a new product the Contractor shall test a small inconspicuous area of wall to ensure that the product does not damage the surface</td>
<td>X</td>
</tr>
<tr>
<td></td>
<td>Ventilation and lighting fixtures are to be cleaned as required to prevent accumulation of dust or soiled areas</td>
<td>X</td>
</tr>
<tr>
<td></td>
<td>Toilet roll holders are to be cleaned and sanitized with nominated disinfectant cleaner and left free of stains and streaks</td>
<td>X</td>
</tr>
<tr>
<td>Location</td>
<td>Task</td>
<td>Frequency</td>
</tr>
<tr>
<td>---------------</td>
<td>----------------------------------------------------------------------</td>
<td>----------------------------</td>
</tr>
<tr>
<td></td>
<td>Hand towel dispensers and/or electric dryers are to be cleaned and</td>
<td>Daily: X</td>
</tr>
<tr>
<td></td>
<td>sanitized with nominated disinfectant cleaner and left free of</td>
<td>Weekly:</td>
</tr>
<tr>
<td></td>
<td>stains and streaks</td>
<td>Fortnightly: X</td>
</tr>
<tr>
<td></td>
<td>Replace air freshener as necessary</td>
<td>Monthly:</td>
</tr>
<tr>
<td>Windows/glass</td>
<td>Clean internal surfaces of all perimeter windows. Remove all marks,</td>
<td>X</td>
</tr>
<tr>
<td></td>
<td>dirt and stains. Leave dry and free of streaks</td>
<td>Quarterly:</td>
</tr>
<tr>
<td></td>
<td>Clean both surfaces of all internal windows. Remove all marks,</td>
<td>6 Monthly:</td>
</tr>
<tr>
<td></td>
<td>dirt and stains. Leave dry and free of streaks</td>
<td>Annually:</td>
</tr>
<tr>
<td></td>
<td>Clean all window and glass panel frames. Remove all marks, dirt and</td>
<td>X</td>
</tr>
<tr>
<td></td>
<td>stains. Leave dry and free of streaks. The exception is untreated</td>
<td></td>
</tr>
<tr>
<td></td>
<td>aluminium frames. Do not remove traces of oxidation and do not wipe</td>
<td></td>
</tr>
<tr>
<td></td>
<td>regularly. Remove only dust and stains</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Clean external surfaces of all perimeter windows. Remove all marks,</td>
<td>X</td>
</tr>
<tr>
<td></td>
<td>dirt and stains. Leave dry and free of streaks</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Clean external surfaces of window frames, with the exception of</td>
<td>X</td>
</tr>
<tr>
<td></td>
<td>untreated aluminium</td>
<td></td>
</tr>
<tr>
<td>Blinds and</td>
<td>Remove dust and lint from surface of blinds and curtains</td>
<td>X</td>
</tr>
<tr>
<td>curtains</td>
<td>Remove spot marks and stains</td>
<td>X</td>
</tr>
</tbody>
</table>

Civic Centre Cleaning Specifications Summary View
Wingecarribee Shire Council
REQUEST FOR TENDER

Tender Title – Civic Centre Commercial Cleaning Services

Tender Number – 6330/16.1

This Volume contains the Commercial and Technical Response Schedules to be completed and returned to Council as part of the Respondent’s submission.
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Respondents to Note

Format of Tender Response
The Respondent is to complete the response schedules as indicated and shall retain the same format as provided by the Council.

Respondents are to input information in response to questions in the areas identified.

Council reserves the right to deem responses non-compliant, pass them over and exclude from further evaluation any responses that deviate from the format and contents requirements of the Response Schedules contained in this Volume.

Any attachments that are requested or are required to complete a response to any of the criterion contained within the following Schedules must be clearly identified on top of the attachment with the Tender number, the Respondent’s name and the Schedule and criterion number to which it relates.

Attachments requested as part of this Response Schedule are to be labelled as per the directions above.

Notes Regarding Responding to this Tender
Before responding to the following compliance criteria, Respondents must note the following:

- All information relevant to your answers to each criterion are to be contained within your Tender;
- Respondents are to assume that the Evaluation Panel has no previous knowledge of your organisation, its activities or experience, only information supplied will be assessed;
- Respondents are to provide full details for any claims, statements or examples used to address the qualitative criteria; and
- Respondents are to address each issue outlined within a qualitative criterion.

Submissions that do not satisfy criterion identified as Mandatory Compliance Criteria may be deemed non-compliant and excluded from further participation in the evaluation process.

Please also note, no advertising, product or company information or marketing brochures or presentations other than those expressly requested, are to be sent with the Tender submission. If required the Tender Evaluation Committee will request these materials separately.
1. Tender Form

1.1. Respondents Details

<table>
<thead>
<tr>
<th>Business Name:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Trading As:</td>
<td></td>
</tr>
<tr>
<td>Date Established:</td>
<td></td>
</tr>
<tr>
<td>Business Type:</td>
<td></td>
</tr>
<tr>
<td>ABN/ACN:</td>
<td></td>
</tr>
<tr>
<td>Site Address:</td>
<td></td>
</tr>
<tr>
<td>Postal Address:</td>
<td></td>
</tr>
<tr>
<td>Telephone Number:</td>
<td></td>
</tr>
<tr>
<td>General Email Address:</td>
<td></td>
</tr>
<tr>
<td>Facsimile Number:</td>
<td></td>
</tr>
<tr>
<td>Website Address:</td>
<td></td>
</tr>
</tbody>
</table>

Hereby Tenders to perform the work for:

1.2. Tender Details

<table>
<thead>
<tr>
<th>Contract Title:</th>
<th>Civic Centre Commercial Cleaning Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Number:</td>
<td>6330/16.1</td>
</tr>
</tbody>
</table>

In accordance with the following documents:

- Volume 1 – Cover Letter – Invitation to provide a Tender
- Volume 2 – Standard Conditions of Contract – General Services
- Volume 3 – Special Conditions of Contract
- Volume 4 – Specification
- Volume 5 – Response Schedules
- Any published Addenda

1.3. Contract Manager

Please provide the details of the proposed Contract Manager to be responsible for managing the agreement.

<table>
<thead>
<tr>
<th>Name and Position:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Phone Number:</td>
<td></td>
</tr>
<tr>
<td>Mobile Phone Number:</td>
<td></td>
</tr>
<tr>
<td>Email Address:</td>
<td></td>
</tr>
</tbody>
</table>
1.4. Ownership
If your organisation is a company, provide details on your ownership, including the ownership of parent/holding companies and subsidiaries. State whether these companies are Australian based. Name each shareholder holding 20% or more of your issued share capital, paid-up capital and other relevant details. Alternatively, if your organisation is a partnership, provide a list of partners and details of the partnership financial arrangements. Each party to the consortium is to respond to this question.

Response - Ownership Details

1.5. Overview and History
Provide a brief overview and history of your company (2-3 paragraphs). Include the number of years you have been in business in the form in which you are presently constituted.

Response – Overview and History

1.6. Compliance with Acts and Regulations
The Respondent warrants that it has NOT, within 5 (five) years prior to submitting the Tender, been found to have breached any Act or Regulation which breach might be considered contrary to the values set out in the RFT document or the Council. If you have NOT breached the act, answer “No”.

The list below includes without limitation the following Acts. Has the Respondent breached the:

<table>
<thead>
<tr>
<th>Regulation or Act</th>
<th>Breached – Yes/No</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fair Work Act 2009 (Cth)</td>
<td></td>
<td>[enter text here or ‘N/A’]</td>
</tr>
<tr>
<td>Industrial Relations Act 1996 (NSW)</td>
<td></td>
<td>[enter text here or ‘N/A’]</td>
</tr>
<tr>
<td>Work Health &amp; Safety Act 2011 (NSW)</td>
<td></td>
<td>[enter text here or ‘N/A’]</td>
</tr>
<tr>
<td>Workplace Injury Management &amp; Workers Compensation Act 1998 (NSW)</td>
<td></td>
<td>[enter text here or ‘N/A’]</td>
</tr>
<tr>
<td>Privacy Act 1988 (Cth)</td>
<td></td>
<td>[enter text here or ‘N/A’]</td>
</tr>
<tr>
<td>Fair Trading Act 1987 (NSW)</td>
<td></td>
<td>[enter text here or ‘N/A’]</td>
</tr>
</tbody>
</table>

If you answered Yes to any of the above, please provide details.
3. Schedule of Prices

Hereby tender to supply commercial cleaning services to Civic Centre (RFT 6330/16.1) in accordance with the following documents:

- Volume 1 Conditions of Tender
- Volume 2 Standard Conditions of Contract – General Services
- Volume 3 Special Conditions of Contract
- Volume 4 Specifications

For a total amount for the two (2) year period of (GST exclusive):

\[
\text{

NOTES TO THE SCHEDULE OF PRICES

Tenderers are to complete the columns in the below Schedule of Rates by providing proposed pricing for the Services in accordance with the Specification, Standard Conditions of Contract – General Services, and Special Conditions of Contract.

All prices must be exclusive of GST.

The prices in the Schedule of Rates must be inclusive of all overheads and profits.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Unit</th>
<th>Rate ($/Unit)</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Site 1: 68 Elizabeth Street, Moss Vale - Civic Centre and Library</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1</td>
<td>Daily Services</td>
<td>Day</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.2</td>
<td>Weekly Services</td>
<td>Week</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.3</td>
<td>Fortnightly Services (2 weekly)</td>
<td>Fortnight</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.4</td>
<td>Monthly Services</td>
<td>Month</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.5</td>
<td>Quarterly Services (Three Monthly)</td>
<td>Quarter</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.6</td>
<td>Half Yearly Services (Six Monthly)</td>
<td>Half Year</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.7</td>
<td>Yearly Services (12 Monthly)</td>
<td>Year</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Total Cost for Site</td>
<td></td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>
### Unit Rates per Task

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Unit</th>
<th>Rate ($/Unit)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1</td>
<td>Carpet shampoo</td>
<td>sqm</td>
<td></td>
</tr>
<tr>
<td>2.2</td>
<td>Strip and seal – timber floor</td>
<td>sqm</td>
<td></td>
</tr>
<tr>
<td>2.3</td>
<td>Strip and seal – tile floor</td>
<td>sqm</td>
<td></td>
</tr>
<tr>
<td>2.4</td>
<td>Strip and seal – vinyl floor</td>
<td>sqm</td>
<td></td>
</tr>
<tr>
<td>2.5</td>
<td>General cleaning</td>
<td>hour</td>
<td></td>
</tr>
</tbody>
</table>
4. Schedule of Local Purchasing Preference Policy

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
</table>
| 1. | Does your company have a permanent office and permanent staff in the Wingecarribee Shire Council area for a period of six (6) months prior to the advertisement of this Tender? (please circle) | □ YES  
□ NO |
| 2. | If you circled “yes” to question 1, number of local staff employed. |   |
| 3. | If you circled “yes” to question 1, please attach evidence of occupation. |   |

**Local content**

Local content is defined as the proportion of the contract that is undertaken locally in the Wingecarribee Shire Council area i.e. The majority of the contract outcomes must be managed, supplied and/or delivered from within the area. Local content includes the source of goods, materials and services offered and the degree which local suppliers and subcontractors are used in the delivery of purchases or outcomes.

Please provide a statement on your company’s commitment to local content:
5. Schedule of Insurance Certificates

The table below details the Insurance requirements as determined by the Council to be required for this contract.

The levels of cover detailed are the minimum acceptable levels of cover for this contract and will be required to be maintained for the entirety of the contract (any insurance requirements that will need to extend beyond the completion of the contract will be noted individually)

Please provide detail of insurance coverage as required in the table below against each of the insurance requirements detailed.

Additionally, the Respondent shall submit as an attachment with its response, certificates of Currency for the Insurances detailed in the table below.

<table>
<thead>
<tr>
<th>Insurance Type</th>
<th>Insurance Amount Required</th>
<th>Name of Insurer</th>
<th>Insured Amount</th>
<th>Policy Number</th>
<th>Policy Expiration</th>
<th>Copy of Certificate of Currency Attached?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Liability</td>
<td>$20 million</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professional Indemnity &amp; Liability</td>
<td>$20 million</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Workers Compensation</td>
<td>Legislative requirements</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Motor Vehicle – Comprehensive</td>
<td>Full Market Value of Vehicle</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Motor Vehicle – CTP</td>
<td>$20 million</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
6. Schedule of Departures, Clarifications and Assumptions

The Respondent is required to submit a conforming offer in accordance with the RFT.

The Respondent is required to identify any departures from, clarifications, or assumptions to the Respondent’s offer that do not fully meet all of the requirements of the Tender detailed including Volumes 1, 2, 3 and 4, any addenda issued and any other documents that form part of the Tender.

All such departures, clarifications and assumptions must be fully documented in the table below.

Should the Respondent seek to vary any term or matter set out in this RFT, and/or considers that its Proposal does not comply with any requirement specified in this RFT, that matter must be specified and addressed in the table below.

Any departures and/or clarifications and assumptions not shown on this Schedule will not be considered.

<table>
<thead>
<tr>
<th>Compliance with Tender Requirements</th>
<th>□ YES</th>
<th>□ NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>This offer is fully Compliant with all of the requirements of the Tender and the Terms and Conditions of Contract.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(if the answer to this question is ‘No’ the Respondent shall complete the table below)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>All departures from, clarifications, and assumptions made by the Respondent, including those related to the Terms and Conditions of Contract are listed in the table below</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Table of Departures, Clarifications and Assumptions

<table>
<thead>
<tr>
<th>Reference No.</th>
<th>Item Type</th>
<th>Volume</th>
<th>Clause</th>
<th>Description of Departure, Clarification, or Assumption</th>
<th>Reason for Departure, Clarification, or Assumption</th>
<th>Proposed Variances (if applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
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<tr>
<td>3</td>
<td></td>
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<tr>
<td>4</td>
<td></td>
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<td></td>
<td></td>
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<tr>
<td>5</td>
<td></td>
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<td></td>
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<tr>
<td>6</td>
<td></td>
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<tr>
<td>7</td>
<td></td>
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<td></td>
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<tr>
<td>8</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Note to Respondents – add additional rows as required*
7. Schedule of Statement of Conflict of Interests and Fair Dealings

7.1. Conflicts of Interest: ICAC Guidance
A conflict of interest arises when the Respondent, in performing the obligations under the Contract, is influenced or seen to be influenced by other interests.

There will be occasions when the performance of the obligations under the Standing Offer Deed will affect a personal or other interest that the Respondent, or its employees or agents, may also have. Such interests may be able to be valued in money terms. Other interests which are less direct and do not involve money may also be affected.

Everyone has interests which are personal to them or someone close to them and it is not just the possession of these interests which gives rise to a problem. Similarly, from time to time individuals will deal with a matter as part of their work which affects a personal interest that they have. Again, that in itself may not cause any difficulties if the conflict is resolved in favour of the duty to perform the obligations under the Contract. It is inevitable that conflicts of interest will arise. It is important to emphasise that the mere fact that someone has a personal interest in a matter is not necessarily wrong. It is how the conflict is dealt with which can give rise to problems.

The first step is to recognise what situations could give rise to conflicts. Then the conflict must be resolved in favour of the duty to perform the obligations under the Contract.

Pecuniary Interests
Pecuniary or financial interests may result from owning property, holding shares or positions in companies or trusts, debts owed to other people, receiving gifts, income from working elsewhere as well as for LGP, hospitality and sponsored travel. This list is not exhaustive.

It is not necessary for individuals to hold these interests themselves. A member of their family or close associate may hold them. This is seen to be the same as being an interest of the individual employee or agent of the Respondent because of the closeness of the relationship.

It is not necessary that the Respondent, or its employee/s or agent/s would or will act in favour of their personal interest. If they are in a position of conflict, there is that temptation. The aim is to prevent situations arising.

Non-pecuniary Interests
There may also be interests which do not have a financial component (that is, non-pecuniary interests). These might include a personal interest arising out of relationships based on common interest such as sporting, social or cultural activities as well as family, sexual and other relationships.

How Should Conflicts be Resolved?
The aim of resolving these conflicts is to prevent personal considerations from influencing the performance of the obligations under the Contract. Once conflicts have emerged they may be capable of resolution or avoidance by removing the source of the conflict or by making the interest public and thereby limiting the risk of personal interest prevailing over the duty to perform the obligations under the Contract.

The source of the conflict could be removed by requiring the individual to dispose of the interest which has caused the conflict.

Alternatively, it could be removed by a Respondent, or its employees or agents being precluded from performing any obligations under the Contract regarding the matter in which he or she has the interest.
Each of these two responses would have the effect of removing the source of the conflict. Adapted from guidance material prepared by the New South Wales Independent Commission Against Corruption (ICAC).

<table>
<thead>
<tr>
<th>Item</th>
<th>Conflicts of Interests and Fair Dealings</th>
</tr>
</thead>
</table>
| 1    | The Respondent has read the above guidance information from the ICAC. The Respondent confirms that it is compliant with this section – Conflicts of Interest and Fair Dealings, and having nothing to declare.  
(If the answer to this section is ‘No’, the Respondent is to complete Item 2 below) | ☐ YES  
☐ NO |
| 2    | The Respondent discloses any and all information with regards to any real or perceived Conflicts of Interests or barrier to Fair Dealing where these exist, below. | ☐ YES  
☐ NO |

Details Regarding Conflicts of Interest and Fair Dealings

Insert response here (please delete this note prior to submission)

[enter text here]
8. Schedule of Statement of Threatened or Pending Litigation

<table>
<thead>
<tr>
<th>Threatened or Pending Litigation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Does the Respondent have Litigation claims against them any threatened or pending litigation, claims, or undischarged judgements or orders?</td>
</tr>
<tr>
<td>□ YES</td>
</tr>
<tr>
<td>□ NO</td>
</tr>
</tbody>
</table>

If the answer to the above question is ‘Yes’, the Respondent shall provide a statement, on company letterhead and duly authorised by an appropriate authority, that provides the particulars of any threatened or pending litigation, claims, or undischarged judgements or orders.

This Statement of Threatened or Pending Litigation shall be attached to the Respondents response to this Tender.
9. Schedule of Quality Management Information


<table>
<thead>
<tr>
<th>Quality Management Systems</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Does the Respondent have a current full certification of its Quality Management System to AS/NZS ISO 9001:2008 by a certifying body registered with the Joint Accreditation System - Australia and New Zealand?</td>
<td>□ YES □ NO</td>
</tr>
</tbody>
</table>

If the answer to the above question was ‘Yes’, please provide as an attachment, a copy of your current certificate of certification (or other relevant evidence for such).

The quality assurance requirements for this Tender is outlined in the Specification in Volume 4.

<table>
<thead>
<tr>
<th>Quality Management Systems</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Does the Respondent have any documented Quality Management System or quality assurance systems implemented?</td>
<td>□ YES □ NO</td>
</tr>
</tbody>
</table>

If the answer to the above question was ‘Yes’, please provide details with regards to the Quality Management System in place in the area provided below.

**Response – Quality Management Systems**

[enter text here]
10. Schedule of Work Health and Safety Management Information

This questionnaire forms part of the Principal’s Tender evaluation process and is to be completed by Respondents.

The objective of the questions in the table below is to provide an overview of the status of Respondent’s safety management system.

Respondents may be required to verify its responses noted in its questionnaire by providing evidence of its ability and capacity in relevant matters.

10.1. WHS Systems, Policies and Management

<table>
<thead>
<tr>
<th>WHS Systems, Policies and Management</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Does the Respondent have a third party accredited WHS management system? (if the answer to this question is ‘Yes’, please provide details of the accreditation in the response area provided below and attach a copy of the current certification)</td>
<td>☐ YES ☐ NO</td>
</tr>
<tr>
<td>Does the Respondent have WHS management system? (if the answer to this question is ‘Yes’, please provide details of the accreditation in the response area provided below)</td>
<td>☐ YES ☐ NO</td>
</tr>
<tr>
<td>Does the Respondent have a current WHS Policy?</td>
<td>☐ YES ☐ NO</td>
</tr>
<tr>
<td>Does the Respondent have a WHS consultation mechanism for all employees?</td>
<td>☐ YES ☐ NO</td>
</tr>
<tr>
<td>Does the Respondent have WHS training strategy for all employees?</td>
<td>☐ YES ☐ NO</td>
</tr>
<tr>
<td>Does the Respondent have a process for WHS hazard identification, assessment and control?</td>
<td>☐ YES ☐ NO</td>
</tr>
</tbody>
</table>

Response – WH&S Systems

[enter text here]

10.2. Sample Risk Assessment

Please submit as an attachment, a sample risk assessment and control procedure for two activities that may be carried out under the proposed contract and attach it your response.
10.3. **Recent Prosecution and Fines**

Please respond to the following questions and provide further detail as required:

**Recent Prosecution and Fines**

<table>
<thead>
<tr>
<th>Question</th>
<th>Answer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Is the Respondent in default of any fine issued for a breach of the WHS legislation, regulations or requirements?</td>
<td>□ YES</td>
</tr>
<tr>
<td>(if the answer to this question is ‘Yes’, please provide details of the breach in the response area provided below)</td>
<td>□ NO</td>
</tr>
<tr>
<td>[enter text here]</td>
<td></td>
</tr>
</tbody>
</table>

Has the Respondent been prosecuted or had a fine imposed on them with regards to WHS matters in the last 2 (two) years?

(If the answer to this question is ‘Yes’, please provide details of every WHS prosecution and fine imposed on the Respondent in Australia during the last 2 (two) years, together with a description of actions taken by the Respondent in response to each prosecution and fine in the response area provided below)

□ YES  □ NO  [enter text here]

10.4. **Evidence of satisfactory WHS Management**

Nominate 3 (three) contracts / projects that the Respondent has completed within the last 2 (two) years that demonstrate successful management of work health and safety by the Respondent

<table>
<thead>
<tr>
<th>Client</th>
<th>Name and Location of Contract</th>
<th>Contract Price / Project Value</th>
<th>Start Date</th>
<th>Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

If / when requested, please submit the following additional information for each of 3 (three) contracts/projects selected from the above list:

- a client referee report commenting on the Respondent’s performance in relation to work health and safety management, identifying the referee’s name, position, organisation and telephone and email contact details; and
- a copy of a third party audit report, or internal audit report, or site safety inspection report, or site safety review report or other similar evidence.
11. Schedule of Environmental Management

11.1. Environmental Management Systems

<table>
<thead>
<tr>
<th>Environmental Management</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Does the Respondent have a third party accredited environmental management system?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(if the answer to this question is ‘Yes’, please provide details of the accreditation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>in the response area provided below and attach a copy of the current certification)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Does the Respondent have environmental management system?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(if the answer to this question is ‘Yes’, please provide details of the accreditation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>in the response area provided below)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Does the Respondent have a current environmental Policy?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Does the Respondent have a process for environmental hazard identification,</td>
<td></td>
<td></td>
</tr>
<tr>
<td>assessment and control?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Response – Environmental Management

[enter text here]

11.2. Recent Prosecution and Fines

Please respond to the following questions and provide further detail as required:

<table>
<thead>
<tr>
<th>Recent Prosecution and Fines</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Is the Respondent in default of any fine issued for a breach of the Environmental</td>
<td></td>
<td></td>
</tr>
<tr>
<td>legislation regulations or requirements?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(if the answer to this question is ‘Yes’, please provide details of the breach in the</td>
<td></td>
<td></td>
</tr>
<tr>
<td>response area provided below)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>[enter text here]</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Has the Respondent been prosecuted or had a fine imposed on them under the Protection of</td>
<td></td>
<td></td>
</tr>
<tr>
<td>the Environment Operations Act 1997 (POEO Act) or other Australian environmental legislation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>in the last 2 (two) years?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(if the answer to this question is ‘Yes’, please provide details of every prosecution and</td>
<td></td>
<td></td>
</tr>
<tr>
<td>fine imposed on the Respondent in Australia during the last 2 (two) years, together with</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a description of actions taken by the Respondent in response to each prosecution and fine</td>
<td></td>
<td></td>
</tr>
<tr>
<td>in the response area provided below)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>[enter text here]</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
11.3. **Evidence of satisfactory Environmental Management**

Nominate 3 (three) contracts / projects that the Respondent has completed within the last 2 (two) years that demonstrate successful management of work health and safety by the Respondent.

<table>
<thead>
<tr>
<th>Client</th>
<th>Name and Location of Contract</th>
<th>Contract Price / Project Value</th>
<th>Start Date</th>
<th>Completion Date</th>
</tr>
</thead>
</table>

If / when requested, please submit the following additional information for each of three contracts/projects selected from the above list:

- a client referee report commenting on the Respondent’s performance in relation to environmental management, identifying the referee’s name, position, organisation, and telephone and email contact details; or
- a copy of a third party audit report, or internal audit report, or inspection report or environmental management plan.
- submit a copy of an Environmental Management Plan implemented by the Respondent for a contract/project, similar in type and value to this Contract, that was completed within the last 2 (two) years.

11.4. **Environmental management objectives and measures**

If/when requested, please submit details of:

- environmental management objectives proposed for the work under the Contract;
- key environmental management actions proposed for the work under the Contract; and
- the persons who will be responsible for managing the actions proposed.
12. Schedule of Industrial Relations Information

12.1. Federal and NSW Awards
List the Federal and NSW awards to which the Respondent is bound:

Response – Federal and NSW Awards
[enter text here]

12.2. Enterprise, Workplace or Other Enforceable IR Agreements
List the enterprise, workplace or other enforceable industrial relations agreements to which the Respondent is bound, and attach copies of those agreements to this Schedule.

Response – Enterprise, Workplace or Other Enforceable IR Agreements
[enter text here]

Undertaking to provide information
The Respondent, if awarded the contract, will, on request, provide appropriate information to verify compliance with these awards, enterprise or workplace agreements and all other legal obligations relating to employment.
13. **Schedule of Executive Summary of Proposal (including Capacity and Capability)**

Please provide an Executive Summary of your proposal no longer than one (1) page in length in the response space provided below.

The Tenderer may be required to provide evidence of their corporate and financial capacity in respect of the services tendered. The information submitted will be treated by Council as Commercial in Confidence.

---

**Response – Executive Summary Proposal**

[enter text here]
14. Schedule of Methodology

Please provide an explanation of methodology no longer than 2 (two) pages in length in the response space provided below.

The purpose of this section is to assess the tenderer’s understanding of the scope of services required and apply their work process methodology to the Specification, particularly the scheduling of work at the sites and the application of the appropriate WHS. The tenderer shall provide a detailed response reflecting how the time frames for cleaning at the nominated locations would be met and how the service, safety and security of the work will meet the expectation of Council.

Response – Methodology

[enter text here]
15. **Schedule of Recent Relevant Experience and Referee’s**

Respondents shall provide detailed information to demonstrate the Respondent’s experience and capability in relation to this Request for Tender by providing detail of 3 previous contracts / projects similar to this contract / project, completed within the last 5 years. In the table provided below.

<table>
<thead>
<tr>
<th>Contract / Project 1</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Contract / Project Name:</strong> [enter text here]</td>
</tr>
<tr>
<td><strong>Client:</strong> [enter text here]</td>
</tr>
<tr>
<td><strong>Date Completed:</strong> [enter text here]</td>
</tr>
<tr>
<td><strong>Contract / Project Value:</strong> [enter text here]</td>
</tr>
<tr>
<td><strong>Project Details:</strong> [enter text here]</td>
</tr>
<tr>
<td><strong>Referee Name:</strong> [enter text here]</td>
</tr>
<tr>
<td><strong>Position:</strong> [enter text here]</td>
</tr>
<tr>
<td><strong>Office Phone Number:</strong> [enter text here]</td>
</tr>
<tr>
<td><strong>Mobile Phone Number:</strong> [enter text here]</td>
</tr>
<tr>
<td><strong>Email:</strong> [enter text here]</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contract / Project 2</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Contract / Project Name:</strong> [enter text here]</td>
</tr>
<tr>
<td><strong>Client:</strong> [enter text here]</td>
</tr>
<tr>
<td><strong>Date Completed:</strong> [enter text here]</td>
</tr>
<tr>
<td><strong>Contract / Project Value:</strong> [enter text here]</td>
</tr>
<tr>
<td><strong>Project Details:</strong> [enter text here]</td>
</tr>
<tr>
<td><strong>Referee Name:</strong> [enter text here]</td>
</tr>
<tr>
<td><strong>Position:</strong> [enter text here]</td>
</tr>
<tr>
<td><strong>Office Phone Number:</strong> [enter text here]</td>
</tr>
<tr>
<td><strong>Mobile Phone Number:</strong> [enter text here]</td>
</tr>
<tr>
<td><strong>Email:</strong> [enter text here]</td>
</tr>
<tr>
<td>Contract / Project Name:</td>
</tr>
<tr>
<td>-------------------------</td>
</tr>
<tr>
<td>Client:</td>
</tr>
<tr>
<td>Date Completed:</td>
</tr>
<tr>
<td>Contract / Project Value:</td>
</tr>
<tr>
<td>Project Details:</td>
</tr>
<tr>
<td>Referee</td>
</tr>
<tr>
<td>Name:</td>
</tr>
<tr>
<td>Position:</td>
</tr>
<tr>
<td>Office Phone Number:</td>
</tr>
<tr>
<td>Mobile Phone Number:</td>
</tr>
<tr>
<td>Email:</td>
</tr>
</tbody>
</table>
16. **Schedule of Key Personnel and Experience**

The Respondent shall provide details, including relevant experience, of the Respondent’s proposed Key Personnel this contract / project.

This information shall be sufficient to demonstrate that proposed Key Personnel have successfully completed a minimum of 2 similar contracts / projects. Details of the relevant experience of the Key Personnel proposed for use on the contract / project shall be provided in the Table below.

The Key Personnel nominated in the Table below are to be available for interview if required by the Principal during the Tender evaluation.

In the event that the Tender is successful, the Respondent shall be bound by the information provided in this Schedule and shall not alter the personnel used for the works without the prior written permission of the Principal.

<table>
<thead>
<tr>
<th>Proposed Key Personnel 1</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name:</strong> [enter text here]</td>
</tr>
<tr>
<td><strong>Position:</strong> [enter text here]</td>
</tr>
<tr>
<td><strong>Proposed Role &amp; Responsibility:</strong> [enter text here]</td>
</tr>
<tr>
<td><strong>Qualifications / Experience:</strong> [enter text here]</td>
</tr>
</tbody>
</table>

*Relevant Experience Example 1*

| Contract / Project Name: [enter text here] |
| Client: [enter text here] |
| Project Value: [enter text here] |
| Details of Contract / Project: [enter text here] |
| **Role & Responsibilities on Contract / Project:** [enter text here] |

*Relevant Experience Example 2*

| Contract / Project Name: [enter text here] |
| Client: [enter text here] |
| Project Value: [enter text here] |
| Details of Contract / Project: [enter text here] |
| **Role & Responsibilities on Contract / Project:** [enter text here] |

| Proposed Key Personnel 2 |
### Name:
[enter text here]

### Position:
[enter text here]

### Proposed Role & Responsibility:
[enter text here]

### Qualifications / Experience:
[enter text here]

---

#### Relevant Experience Example 1

<table>
<thead>
<tr>
<th>Contract / Project Name:</th>
<th>[enter text here]</th>
</tr>
</thead>
<tbody>
<tr>
<td>Client:</td>
<td>[enter text here]</td>
</tr>
<tr>
<td>Project Value:</td>
<td>[enter text here]</td>
</tr>
<tr>
<td>Details of Contract / Project:</td>
<td>[enter text here]</td>
</tr>
<tr>
<td>Role &amp; Responsibilities on Contract / Project:</td>
<td>[enter text here]</td>
</tr>
</tbody>
</table>

---

#### Relevant Experience Example 2

<table>
<thead>
<tr>
<th>Contract / Project Name:</th>
<th>[enter text here]</th>
</tr>
</thead>
<tbody>
<tr>
<td>Client:</td>
<td>[enter text here]</td>
</tr>
<tr>
<td>Project Value:</td>
<td>[enter text here]</td>
</tr>
<tr>
<td>Details of Contract / Project:</td>
<td>[enter text here]</td>
</tr>
<tr>
<td>Role &amp; Responsibilities on Contract / Project:</td>
<td>[enter text here]</td>
</tr>
</tbody>
</table>

---

*Note to Respondent – Copy and paste table as required to accommodate all Key Personnel*
17. Schedule of Proposed Subcontractors and Consultants

17.1. Subcontractors and Consultants
Provide details of all proposed subcontractors and consultants included within the Respondents response.

Confirm (by entering ‘Yes’ in the third column of the table below) that the recent WHS, Environmental and Industrial Relations Management performance of each subcontractor and consultant has been reviewed by the Respondent and found to be satisfactory.

<table>
<thead>
<tr>
<th>Subcontractor / Consultant work</th>
<th>Name and Address of Subcontractor / Consultant</th>
<th>Confirmation of satisfactory WHS, IR and Environmental performance</th>
</tr>
</thead>
<tbody>
<tr>
<td>[enter text here]</td>
<td>[enter text here]</td>
<td>[enter text here]</td>
</tr>
<tr>
<td>[enter text here]</td>
<td>[enter text here]</td>
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</tr>
<tr>
<td>[enter text here]</td>
<td>[enter text here]</td>
<td>[enter text here]</td>
</tr>
</tbody>
</table>

17.2. Proposed Subcontractor / Consultant Management Methodology

Please provide detail of your methodology to manage the proposed Subcontractors / Consultant in the response space provided below.

<table>
<thead>
<tr>
<th>Response – Proposed Subcontractor / Consultant Management Methodology</th>
</tr>
</thead>
<tbody>
<tr>
<td>[enter text here]</td>
</tr>
</tbody>
</table>
18. **Schedule of Statement of Compliance**

Respondents are to sign and return this statement of compliance. A digitally signed document or image of the signatures will suffice.

By executing this proposal form in strict accordance with the RFT documents:

A. the Respondent submits a proposal and offers to carry out the Services named, shown and described in the RFT;

B. the Respondent has detailed any and all Departures, Clarifications and Assumption in the table provided in Schedule of Departures, Clarifications and Assumption; and

C. the Respondent further promises and agrees, in the event of the proposal being accepted, to be bound by the Request for Tender and the submitted proposal and any other terms of the Contract.

………………………………………  …………………………………………
(Signature of director)           (Signature of director/secretary)

………………………………………  …………………………………………
(Print Name of the signatory above)  (Print Name of the signatory above)

Date:  …………………………………..  Date:  …………………………………..

Note: in the case of partnerships all partners are required to sign.
In the case of a company, 2 (two) directors or a director and company secretary are required to sign.
In the case of a proprietary company that has a sole director who is also the sole company secretary, that director is required to sign.