CLEANING OF SPORTLINK INDOOR SPORTS FACILITY

Contract 13004

Part A - Tender Document

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Information session: 2.00pm on Thursday 1 August at Sportlink Vermont South, 2 Hanover Road, Vermont South

Tender closing time and date: 3.00pm, Wednesday 14th August 2013

Location of tender box: Civic Centre, 379 Whitehorse Rd, Nunawading 3131

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INTRODUCTION

INTRODUCTION

1 Invitation to Tender

Council wishes to engage a contractor to provide the Services that are described in general terms in Part B of this Invitation and intends to do so following the tender process set out in this Invitation.

Tenderers must submit a Tender for all parts of the Services.

Any costs associated with the preparation or submission of the Tender are the responsibility of the tenderer.

Tenderers must accept and comply with all of the Tendering Conditions or risk being disqualified or their Tenders being rejected.

2 Documents Provided with this Invitation

This Invitation consists of two parts:

- PART A – Tender Document, and;
- PART B – Proposed Contract Document.

Part A contains information about the Tender. The proposed contract document in Part B will form the Contract between the successful Tenderer and Whitehorse City Council.

3 Definition of Terms

The words and expressions used in this Invitation shall have the same meaning as given to them in the Contract except that the following words and expressions shall have the meanings given to them in this document:

Conditions of Contract	means the documents set out in Part B of this Invitation;
Contract	means the agreement between Council and the successful Tenderer pursuant to which the successful Tenderer shall perform the Services;
Contract Agreement	means the document so entitled set out in Part B of this Invitation;
Council's Specification	means the document so entitled set out in Part B of this Invitation;
Designated Officer	means the person whose name, telephone number and e-mail address appears on the front cover of this Invitation;
Letter of Acceptance	means a notice in writing advising of acceptance of the Tender by Council;
Services	means the cleaning of Sportlink Vermont South;
Tender	means the document so entitled set out in Part A of this Invitation;
Tender Conditions	means the tender conditions set out in Part A of this Invitation;
Tender Documents	means the documents comprising this Invitation to Tender including Part A and Part B attached to this Invitation, Tender addenda and any other documents issued by Council to the Tenderer in relation to the Services prior to the closing of Tenders;
Tender Offer	means the Tenderer's fee proposal identified in the completed Tender.

4 General Description of the Services

Whitehorse City Council is seeking tenders for the provision of cleaning services for Sportlink Vermont South which is located at 2 Hanover Road, Vermont South.

Whitehorse City Council is one of 23 suburban municipalities in Victoria. The City's western boundary is situated 15 kilometres east of the centre of Melbourne. It is bounded by Koonung Creek and the Eastern Freeway to the north, Highbury Road to the south, Heatherdale Road to the east and Warrigal Road and a number of side streets to the west.

The City covers an area of 64.3 square kilometres and has a resident population of approximately 145,000 people. It incorporates the suburbs of Blackburn, Blackburn North, Blackburn South, Box Hill, Box Hill North, Box Hill South, Burwood, Burwood East, Forest Hill, Mitcham, Mont Albert, Mont Albert North, Box Hill, Surrey Hills, Vermont and Vermont South.

Sportlink Vermont South incorporates the following facilities:

Stadium

- 4 court stadium with sprung timber floors catering for Netball, Futsal, Badminton, Basketball and volleyball

Community Room

- Used for various programs and activities both passive and active.

Multipurpose Room

- Use for various programs and activities including a childcare service.

Outdoor Courts

- 4 outdoor asphalt surface netball courts with bleachers.

Café

- With indoor/outdoor seating areas.

5 Overview of the Scope of the Services

Tenderers should review and carefully examine the scope of Services set out in Part B, Attachment 3, for the purpose of informing themselves concerning the breadth of the Services.

6 Excluded Services

Tenderers must ensure that their Tender Offers are inclusive of and take into account the performance of the Services.

To the extent that Tenderers have not allowed for or taken into account in their Tender Offers the performance of a part, or parts, of the Services, Tenderers must set out in detail the part, or parts, of the Services that they have not allowed for or taken into account.

7 Key Contractual Obligations

The successful Tenderer will be engaged pursuant to the Contract as set out in the Conditions of Contract attached to this Invitation.

The Contract is a schedule of rates contract, subject to adjustment only in accordance with the express terms of the Contract.

Other important terms of the Contract include the successful Tenderer's obligation to:

(a) procure and maintain WorkCover, public liability and professional indemnity insurance; and

(b) conform to relevant State and Federal equal opportunity legislation.

8 Information Session

An information session and walk through Sportlink will be held at 2.00pm on Thursday 1 August 2013 at Sportlink Vermont South, 2 Hanover Road, Vermont South.

TENDERING CONDITIONS

TENDER CONDITIONS

1 Clarifications

Tenderers should seek any necessary clarification about:

(a) these Tender Documents (Part A and Part B);

(b) the nature of the proposed Contract (Part B); and

(c) the tender process,

from Council's Designated Officer whose name, telephone number and e-mail address appears on the front cover of this Invitation.

Tenderers will receive written notification of any change to the name or contact details of the Designated Officer.

All enquiries from Tenderers must be identified as a "Request for Tender Clarification" and each such request must be sequentially numbered.

Council reserves the right to identify the Request for Tender Clarification and Council's response to such requests to all Tenderers.

No statement made by any member of Council's staff should be construed as modifying this Invitation unless confirmed in writing by Council.

2 Amendments to Tender Documents

Council may, by notice in writing to each Tenderer, amend the Tender Documents at any time prior to the close of Tenders. Amendments will be made by addenda issued in identical form to each Tenderer.

3 Information Session

For a better understanding of the requirements of the Contract, Tenderers must attend any information sessions conducted by Council, the details of which are stated on the front cover of this Invitation. Tenderers who fail to attend such sessions may, at Council's absolute discretion, be disqualified from the tendering process.

4 No Canvassing

Any Tenderer who canvasses any Councillor or a Council staff member (other than the Designated Officer) about this Tender will be disqualified from the tender process.

5 Tender Questionnaire

Tenderers must complete the Tender Questionnaire and include the completed Tender Questionnaire with their Tenders. Council is under no obligation to consider Tenders that do not contain a completed Tender Questionnaire but reserves the right to do so.

6 Subcontractors

Tenderers are required, as part of their Tenders, to nominate the part of the Services which they intend (if any) to subcontract and the persons or organisations to whom they propose to subcontract the provision of such services.

Tenderers may also be required to submit the following information in relation to any proposed subcontractors:

(a) details of relevant experience of each of the proposed subcontractors;

(b) references for each of the subcontractors;

(c) evidence that each of the proposed subcontractors can effect the insurance cover required by the Contract; and

(d) confirmation that all proposed subcontractors, agree to comply with these Tender Conditions and any applicable requirements of the Contract.

Council may, at its sole and absolute discretion, accept or reject a proposed subcontractor. If Council rejects a proposed subcontractor, Tenderers may be required to nominate another subcontractor to perform particular services.

7 Conflicts of Interest

Tenderers must declare any actual or potential conflicts of interest that may arise in respect of the Services between:

(a) the Tenderer and Council; and

(b) any subcontractors proposed by the Tenderer and Council.

8 Environmental Purchasing

As part of the Whitehorse Sustainability Strategy 2008-2013, Council has undertaken to increase the use of services that support ecologically sustainable development.

Sustainable development is defined by the Australian Government's National Strategy for Ecologically Sustainable Development as:

"…using, conserving and enhancing the community's resources so that ecological processes, on which life depends, are maintained and the total quality of life, now and in the future, can be maintained."

Commonwealth of Australia (1992)

The term 'ESD', or 'ecologically sustainable development', is widely used within Australian industry in conjunction with or in place of the term 'sustainability'.

Council is willing to favour Tenderers that offer environmentally friendly services and follow ecologically sustainable work practices.

An environmentally sustainable work practice is a practice that:

(a) identifies its key sustainability issues and procedures to reduce these issues;

(b) implements these identified procedures;

(c) monitors and reports on the procedures to ensure they continue and have the most effective outcome; and

(d) reviews the procedures to ensure continuous improvement.

The environmentally friendly services should still meet Council's requirements for value for money, quality and fitness for purpose. Subject to the Tenderer having satisfied all of these factors, Council may (at its sole discretion) elect to allow a price difference of 10% in support of the environmentally friendly service when compared with an alternative services which does not propose satisfactorily environmentally friendly services.

Tenderers will be assessed on their ability to offer environmentally friendly services based on information provided by the Tenderer.

9 Costs and Expenses

All costs and expenses incurred by Tenderers in any way associated with the development, preparation and submission of Tenders in response to this Invitation shall be borne by the Tenderers.

10 Effect of Submission of Tenders

By submitting Tenders, Tenderers shall be deemed to have:

(a) ascertained and, if appropriate, inspected all available documents relevant to the performance of the Services;

(b) visited the site or sites at which the Services are to be provided, and fully informed themselves of all local information, site conditions and local conditions affecting or which may affect the performance of the Services;

(c) informed and satisfied themselves as to the requirements of any relevant legislation which may apply to the Services and the requirements of any authorities which may have jurisdiction in relation to the Services; and

(d) formed their own assessment of the nature and extent of work and services required to perform the Services and properly accounted for all such work and services in their Tender Offers.

11 Conforming and Non-conforming Tenders

Tenderers must submit conforming Tenders. In addition, Tenderers may submit Non-conforming Tenders.

Council is not under any obligation to consider Non-conforming Tenders but reserves the right to consider such Tenders.

12 Execution of Tenders

The Tender Form and any other information required by this Invitation to be submitted by Tenderers shall be completed and signed by Tenderers or by duly authorised representatives of the Tenderers.

13 Tender Responses

Tenders must:

(a) indicate how any objectives and critical success factors set out in the Specification will be met;

(b) indicate how the Tenderers propose to address any other issues detailed in the Specification;

(c) include the Tender Form and Tender Questionnaire and other Tender Schedules complete with the required information; and

(d) be in the form outlined in the Tender Documents.

14 Lodgement of Tender Responses

Tenders must be enclosed in an envelope.

The envelope must be:

(a) sealed;

(b) addressed to “Whitehorse City Council”;

(c) marked with the contract name and number;

(d) stamped at the time of lodgement with the date and time stamping machine located above the Tender box; and

(e) placed in the Tender box located in the foyer of Council’s Civic Centre, 379-397 Whitehorse Road, Box Hill by the time and date stated on the front page of these Tender Documents.

Tenders received after the closing time and date or submitted by facsimile or e-mail will not be considered.

The timeliness of lodgement of Tenders is the responsibility of the Tenderers and Council will not accept liability for any Tender not received by it by the due time and date.

Council accepts no responsibility for Tenders sent by mail.

15 Tender Evaluation

15.1 Evaluation Criteria

Tenders will be assessed against the following criteria:

(a) The Tender Offer;

(b) Demonstrated experience in a similar environment;

(c) Capacity to provide the services; and

(d) Qualifications and experience of key individuals

The above evaluation criteria are not necessarily listed in order of priority.

Tenderers should ensure that Tenders clearly address the evaluation criteria.

15.2 Equal Opportunity and Occupational Health and Safety

Tenders will also be assessed against the following criteria on a Pass/Fail basis:

(a) Tenderer’s record, policies and attitude towards Equal Opportunity.

(b) Tenderer’s record, policies and attitude towards Occupational Health and Safety.

If a Tenderer’s response is assessed as not receiving a Pass in relation to either of these criteria the Tender will be excluded from further evaluation on that basis.

Council’s assessment and decision in relation to the Tenderer’s record, policies and attitude towards equal opportunity and occupational health and safety is final.

15.3 Financial and Business Viability

Council prefers to deal with Contractors that are financially viable and have a positive business history and hence the Tenderer may have its financial and business history assessed.

If the Tenderer is assessed as not financially viable by Council, Council may:

(a) reject the Tender on that basis; or

(b) take the financial viability risk into account in assessing the Tender and propose alternate contractual terms to mitigate the financial risk.

Council's assessment and decision in relation to the Tenderer's financial viability is final.

Council may obtain independent financial and business reports to determine the Tenderer's business viability and capacity to meet the required contractual obligations. In responding to this Tender, Tenderers are giving consent to Council to obtain such information. Council reserves the right to use the information obtained for any reviews and investigations it may subsequently undertake.

Council reserves the right to request from Tenderers any further information or documents that relate to the Tenderer's financial viability or would assist in assessing financial viability. This may include requesting further financial statements. This right is in addition to the right to request information to correct errors or omissions set out in clause 17. If a Tenderer does not supply the further information requested, the consequent lack of information may adversely affect its financial viability assessment.

Notwithstanding this, the onus is on the Tenderer to satisfy Council of its financial viability to meet the required contractual obligations.

If incorrect or incomplete information is supplied, this may result in the Tenderer failing to pass financial viability due to insufficient evidence of viability.

The Tenderer must ensure that full disclosure is made of all current and past financial and legal matters relating to the Tenderer and any other matter that may affect:

(a) an assessment of the Tenderer's business integrity; or

(b) the Tenderer's financial viability; or

(c) the Tenderer's ability to meet the required contractual obligations.

Council undertakes to treat all information obtained with respect to the financial viability of the Tenderer with the same degree of security and confidentiality as afforded to the Tenderer's Tender Offer.

16 Additional Information

Notwithstanding any other requirements set out in the Tender Documents, Council may require a Tenderer to submit additional information concerning its Tender or to discuss its Tender before any Tender is accepted. If a Tenderer fails to submit any of the information so required by the date and time stipulated by Council, the Tender may not be further considered by Council.

17 Errors and Omissions

Council reserves the right to:

(a) check Tenders for errors and omissions;

(b) by agreement with the Tenderer, amend a Tender price or rate submitted by a Tenderer to remedy the effect of any error or omission in the calculation of the Tender price or rate; and

(c) by agreement with a Tenderer, otherwise amend the Tender of the Tenderer to remedy the effect of any error or omission.

18 Withdrawal of Tenders

Tenderers may withdraw their Tenders at any time after the expiration of 90 days from the date of lodgement of Tenders, but shall not withdraw their Tenders or Tender Offers until the expiration of such a period.

19 Further Tenders

Council reserves the right to invite further Tenders for the Services at any time (including after the date by which Tenders must be lodged as prescribed in clause 14).

20 Council is Not Bound to Accept a Tender

Council is not bound to accept the lowest or any other Tender for the Services to be provided under the Contract and may, at its sole discretion, determine;

(a) not to proceed with any of the Tenderers;

(b) to re-tender the Services;

(c) to proceed with obtaining the Services by a different arrangement than proposed by the Tender Documents;

(d) not to proceed with the Services;

(e) to accept one or more Tenders;

(f) to accept part of a Tender;

(g) to accept a Conforming Tender or a Non-conforming Tender; or

(h) suspend or discontinue the tender process.

21 No Process Contract

The issue if this Invitation and the submission of a Tender will not give rise to any contract governing or in any way concerning the tender process or any aspect of the tender process. Council expressly disclaims any intention to enter into any such contract.

22 Tenderer's Acknowledgment Relating to Tender Process

By lodging a Tender, the Tenderer is deemed to acknowledge that:

(a) neither Council nor the Tenderer intends to create any contractual or other relationship under which Council is legally obliged to:

(i) conduct the tender process; or

(ii) evaluate Tenders in any manner (whether in accordance with the terms of this invitation or otherwise) or at all;

(b) Council may do any of the things specified in clause 20; and

(c) The Tenderer releases and discharges Council from all claims (including, without limitation, any claim in contract, tort (including for negligence), under statute or otherwise at law) in respect of any costs, expenses, losses or damages incurred or suffered by the tenderer arising out of or in connection with the Invitation or its Tender.

23 Mode of Acceptance of Tender

A Tender shall be accepted only by notice in writing advising of acceptance of the Tender by Council (**Letter of Acceptance**) which may be handed to, or posted by prepaid post to, or left at the address for service notified by the Tenderer in the Tender Form. The successful Tenderer shall be deemed to have received such notice:

(a) if it is posted by prepaid post, at the time that it would normally be received in the ordinary course of post;

(b) if it is handed to the successful Tenderer, on the date that it is handed to the Tenderer; or

(c) it is left at the address for service, on the date that it was left at that address.

The date of acceptance of the Tender shall be deemed to be that date that appears on the Letter of Acceptance.

Any verbal notification by Council or any of its employees, contractors, consultants or agents, of acceptance of Tender shall not constitute acceptance of Tender.

24 Acceptance of Tender Forms Contract

The Letter of Acceptance will create a Contract between the parties on the basis of the successful Tenderer's Tender and the Conditions of Contract.

The successful Tenderer shall execute and return to Council the Contract Agreement provided to the Tenderer within seven (7) days of the date of the Letter of Acceptance or the provision of the Contract Agreement for execution, whichever is the later.

The successful Tenderer's Tender and the Contract shall constitute the terms of the agreement between the parties until such time as the Contract Agreement is executed by the parties.

25 Withdrawal of Acceptance if No Executed Contract

If the successful Tenderer does not execute and return the Contract Agreement to Council as required under clause 24, Council reserves the right to withdraw the Letter of Acceptance at any time thereafter by further notice in writing to the Tenderer (**Further Notice**).

Where Council issues the Further Notice to the Tenderer:

(a) the Contract created between the parties pursuant to clause 24 is terminated and Council shall not be liable to the Tenderer for any costs, losses, expenses, or damages incurred by the Tenderer on the basis of receiving or acting upon the Letter of Acceptance, or the creation of a Contract by the issuing of the Letter of Acceptance; and

(b) Council shall be entitled to appoint another Tenderer for the Services or adopt one of the approaches referred to in clause 20.

26 Checklist of Documents to be Submitted with Tender Responses

Tenderers shall submit as part of their Tenders the following documents:

(a) the returnable Tender Schedules;

(b) any other information required by this Invitation to be submitted by Tenderers;

(c) if the Tenderer proposes to engage subcontractors, details of such subcontractors, as required by clause 6;

(d) details of any actual or potential conflict of interest that may arise in respect of the Services, as required by clause 7; and

(e) details of all qualifications or exclusions for Non-conforming Tenders.

TENDER

TENDER

1 Tender Schedule 1 – Tender Form

Contract: 13004

Contract Name: Cleaning of Sportlink Indoor Sports Facility

Dated this ..... day of 2013

Registered name of tenderer: .....

Trading name: .....

Registered office / business address: .....

.....

Mailing Address: .....

.....

Australian Business Number (A.B.N.): .....

Contact person: .....

Office telephone number: .....

Mobile telephone number: .....

Facsimile number: .....

Email address: .....

Website address: www. .....

The party/parties [delete whichever is not applicable] specified above hereby tender to provide the Services on the basis of the Conditions of Contract in consideration of the making of the following payments by Council. The tenderer warrants that it has not submitted this tender as agent of a third party or as a trustee of a trust.

1. Annual Lump Sum for services under the Contract ..... $ .....

2. 10% Goods and Services Tax ..... $ .....

3. Total Annual Lump Sum tendered (Sum of 1 & 2 above)... **$**.....

.....
Signature of Authorised Person

.....
Name of Authorised Person (Please print)

2 Tender Schedule 2 – Schedule of Rates

Refer to Attachment 3 – Cleaning Schedule for further detail of below items.

2.1 Weekly Cleaning

Item	Description	No of hours	Weekly Cost Excluding GST	GST	Total Weekly Cost Including GST
1	All cleaning items within schedule with a frequency within a week.		$.....	$.....	$ .....

2.2 Periodical/ Specialty Cleaning

Item	Description	No of hours	Minimum cleaning frequency	Rate Per Unit Including GST	Annual Total including GST
1	Pressure Wash External Grounds. *(External entrance, community terrace and stadium eve)*		Monthly	$.....	$ .....
2	Professional Glass Cleaning Stadium Windows.		Fortnightly	$.....	$ .....
3	Professional Glass Cleaning All Areas.		Monthly	$.....	$ .....
4	Clean Stadium Louvers.		Monthly	$.....	$ .....
5	Vinyl Floor Machine Scrub. *(Foyer, Change Rooms, Multipurpose and Community Rooms)*		Twice Yearly	$.....	$ .....
6	High Glass clean (Internal and External)		Annually	$.....	$ .....
7	High Dusting (internal and external)		Annually	$.....	$ .....

3 Tender Schedule 3 – Schedule of Sub-contractors

Nominate the part of the Services which the tenderer intends (if any) to subcontract and the persons or organisations to whom the tenderer proposes to subcontract the provision of such services.

Item	Nominated Sub-contractor	Description of Services to be Sub-contracted
1	....	....
2	....	....
3	....	....
4	....	....
5	....	....
6	....	....
7	....	....

4 Tender Schedule 4 – Statement of Conformance

Unless otherwise stated, the Tenderer is deemed to have conformed to all the requirements stated in the Tender Documents. If this is not the case, the Tenderer shall list all areas of non-conformance and the reasons for such non-conformance. If the non-conformance is deemed unacceptable to Council, the Tender may not be further considered.

Tender Document Reference	Description of Non-conformance	Reason/Comments
.....	....	....
.....	....	....
.....	....	....
.....	....	....
.....	....	....
.....	....	....
.....	....	....

5 Tender Schedule 5 – Tender Questionnaire

Tenderers are required to submit such information as is necessary to enable Council to assess the tenderer's ability to undertake this contract. The questionnaire has been prepared to assist tenderers in supplying this information. **The questionnaire <u>must</u> be submitted as part of the tender**. All information submitted on the questionnaire will be treated as confidential.

5.1 Trading History

(a) How many years has the tenderer been in business under its current business name?

Number of years: .....

(b) How many years experience has the tenderer had in the type of service it would be required to provide under the contract?

As a contractor .....

As a sub-contractor .....

As an employee of a contractor .....

5.2 Contracts Completed by the Tenderer

List contracts of a similar type and size that the tenderer has completed in the past:

(a) Description of contract: .....

Location of contract: .....

For whom contract performed: .....

Value of work: .....

Commencement date: .....

Completion date: .....

Contact person: .....

(b) Description of contract: .....

Location of contract: .....

For whom contract performed: .....

Value of work: .....

Commencement date: .....

Completion date: .....

Contact person: .....

(c) Description of contract: .....

Location of contract: .....

For whom contract performed: .....

Value of work: .....

Commencement date: .....

Completion date: .....

Contact person: .....

Please note that the persons listed above may be contacted by Council and treated as referees (in addition to the referees listed in clause 2.8).

5.3 **Methodology**

(a) Describe the tenderer's proposed work plan and methodology to achieve the specific service objectives described in Council's Specification:

(d) Can the tenderer provide a schedule of equipment to be used for the delivery of services under this Contract? YES / NO

If YES, please attach.

(e) Can the tenderer provide a schedule of chemicals to be used for the delivery of services under this Contract? YES / NO

If YES, please attach.

(f) Describe (or attach) the tenderer's proposed work plan and methodology to achieve the specific service objectives described in Council's Specification, including:

Cleaning of Speciality Surfaces:

(i) Stadium Courts .....

.....

.....

.....

(ii) Change room (tiles, showers etc) .....

.....

.....

.....

.....

(iii) High dust .....

.....

.....

.....

.....

5.4 **Management of Key Performance Indicators**

(a) Can the tenderer provide examples of the KPI systems, forms, cleaning checklists, venue daily hand over reports, monthly reports and any other documentation which will be used in the delivery of services under this contract? YES / NO

If YES, please attach.

NOTE:

The tenderer must provide proposed KPIs and benchmarks that are appropriate for these types of environments.

The tenderer must avoid providing KPIs and benchmarks which are vague, immeasurable, and which may lead to customer and client dissatisfaction, such as…'90% of the venue will be cleaned to agreed quality standards'.

KPIs are to include but not be limited to;

- Performance against random checklists;
- Condition reports;
- Provision of monthly activity reports against the Scope of Work;
- Inspection reports conducted by the Aqualink nominated representative or their delegate;
- Action from non-conformance reports;
- Other performance measures proposed by the Contractor.

Upon agreement of the above and agreed performance targets, the Contractor will perform to the set standard as a minimum level of performance and shall endeavour to exceed these standards at all times. Failure to meet the above performance measures will lead to a review of performance and may lead to eventual termination of the service contract.

The tenderer must provide KPIs for all areas of the venues.

KPIs must be specific and clearly measurable.

Aqualink will place significant value on well considered and workable KPIs as a reflection of a company that is highly experienced, professional and keen to form a partnership approach with Aqualink

5.5 **Quality Standards Training**

(a) Does the tenderer provide training to employees about quality standards?

YES / NO

If YES, please provide (or attach) a brief statement detailing

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.....

.....

.....

(b) Describe the tenderer's proposed work plan and methodology to achieve the specific service objectives described in Council's Specification:

.....

.....

.....

.....

.....

.....

.....

5.6 **Qualifications and Experience of Principal Individuals**

List the qualifications and experience of the principal individuals of the tenderer in the type of services it would be required to provide under this contract:

(a) Name: .....

Qualifications: .....

Experience: .....

.....

.....

.....

.....

(b) Name: .....

Qualifications: .....

Experience: .....

.....

.....

.....

.....

(c) Name: .....

Qualifications: .....

Experience: .....

.....

.....

.....

.....

5.7 **Tenderer's Resources**

(a) State the number of personnel that the tenderer intends to dedicate to the provision of services under this contract:

.....

(b) Provide details of how the tenderer will ensure that there will be continuing availability of sufficient resources throughout the full term of the contract and comment on the tenderer's ability to respond to significant but short-term increases in demand at short notice:

.....

.....

.....

(c) Provide details of the tenderer's head office and other support (management, contract control and reporting systems, etc) proposed to supplement the resources that will be dedicated to this contract:

.....

.....

.....

(d) Provide details of the approach the tenderer proposes to adopt to achieve a high level of cooperative management with Council:

.....

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.....

(e) List plant and equipment that the tenderer owns that will be available for the delivery of services under this contract:

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5.8 **Tenderer's Financial Status**

(a) Does the tenderer have a financial interest in other types of business? YES / NO

If YES, provide details: .....

.....

.....

.....

(b) The following information may be requested to determine the tenderer's financial ability to undertake this contract:

- References from banks or other financial institutions.
- Profit and loss statements for the last 3 years.
- Particulars of any petitions, claims, actions or judgements made or taken against the tenderer within the last 5 years which may impact on the tenderer's ability to undertake this contract.

5.9 **Quality Assurance**

(a) Does the tenderer have a written Quality Assurance Policy? YES / NO

If YES, a copy of the policy may be requested for verification.

(b) Does the tenderer have a Quality Assurance System certified by a recognised independent authority? YES / NO

If YES, a copy of the certificate may be requested for verification.

5.10 **Professional Referees for the Tenderer**

List names and telephone numbers of professional referees for the tenderer:

(a) Name: .....

Position: .....

Organisation: .....

Telephone Number: .....

(b) Name: .....

Position: .....

Organisation: .....

Telephone Number: .....

(c) Name: .....

Position: .....

Organisation: .....

Telephone Number: .....

5.11 **Occupational Health and Safety (OHS) Policy and Management**

(a) Does the tenderer have a written health and safety policy? YES / NO

If YES, a copy of the policy may be requested for verification.

(b) Does the tenderer have an OHS Management System certified by a recognised independent authority (eg. SafetyMAP)? YES / NO

(c) Does the tenderer have an OHS Management System manual? YES / NO

If YES, a copy of the contents page(s) may be requested for verification.

(d) Are health and safety responsibilities formally identified for all levels of staff? YES / NO

If YES, provide details: .....

.....

.....

5.12 **Safe Work Practices and Procedures**

(a) Has the tenderer prepared safe operating procedures or specific Safety instructions relevant to its operations? YES / NO

If YES, a list of procedures/instructions may be requested for verification.

(b) Does the tenderer have any Permit to Work systems? YES / NO

If YES, a summary list of permits may be requested for verification.

(c) Does the tenderer have a documented incident investigation procedure? YES / NO

If YES, a copy of an incident report form may be requested for verification.

5.13 **Equipment**

(a) Does the tenderer have procedures for maintaining, inspecting and assessing the hazards of equipment operated/owned by the tenderer? YES / NO

5.14 **Hazardous Substances**

(a) Does the tenderer have procedures for storing and handling hazardous substances? YES / NO

5.15 **Manual Handling**

(a) Does the tenderer have procedures for identifying, assessing and controlling risks associated with manual handling? YES / NO

5.16 **Health and Safety Training**

(a) Describe how health and safety training is conducted by the Tenderer.

.....

.....

.....

(b) Does the tenderer maintain a record of all training and induction programs undertaken for employees? YES / NO

5.17 **Health and Safety Workplace Inspection**

(a) Does the tenderer undertake regular health and safety inspections at worksites? YES / NO

(b) Does the tenderer use standard inspection checklists to conduct workplace health and safety inspections? YES / NO

(c) Does the tenderer have procedures by which employees can report hazards at workplaces? YES / NO

5.18 **Health and Safety Consultation**

(a) Does the tenderer have a workplace health and safety committee? YES / NO

(b) Does the tenderer involve employees in decision making over health and safety matters? YES / NO

(c) Does the tenderer have employee elected health and safety representatives? YES / NO

5.19 **Health and Safety Performance Monitoring**

(a) Does the tenderer have a system for recording and analysing health and safety performance statistics? YES / NO

(b) Are employees regularly provided with information on company health and safety performance? YES / NO

(c) Has the tenderer ever been convicted of an occupational health and safety offence in the last 5 years? YES / NO

If YES, provide date and details of offence: .....

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.....

5.20 **OHS References**

Provide the following information for the three most recent contracts completed by the tenderer:

(a) Contract description: .....

Organisation: .....

Contact name: .....

Telephone number: .....

Number of lost time injuries: .....

Number of person days on contract: .....

Total number of days lost due to injuries: .....

(b) Contract description: .....

Organisation: .....

Contact name: .....

Telephone number: .....

Number of lost time injuries: .....

Number of person days on contract: .....

Total number of days lost due to injuries: .....

(c) Contract description: .....

Organisation: .....

Contact name: .....

Telephone number: .....

Number of lost time injuries: .....

Number of person days on contract: .....

Total number of days lost due to injuries: .....

5.21 **Equal Employment Opportunity**

(a) Does the tenderer have an Equal Employment Opportunity policy? YES / NO

If YES, a copy of the policy may be requested for verification.

5.22 **Environmental Protection**

(b) Does the tenderer have an Environmental Protection policy? YES / NO

If YES, a copy of the policy may be requested for verification.

5.23 **Insurances**

Provide details of the tenderer's insurance cover:

(a) **WorkCover Insurance**

Name of Insurer: .....

Employer Number: .....

(b) **Public Liability Insurance**

Amount of Insurance Cover (Minimum $10,000,000): $.....

Name of Insurer: .....

Policy Number: .....

Policy Expiry Date: .....

(c) **Motor Vehicle Insurance**

Amount of Insurance Cover: $.....

Name of Insurer: .....

Policy Number: .....

5.24 **Addenda**

Please list all addenda, additional information and correspondence (if any) that the Tenderer received from Council prior to the tender closing time and date.

1. .....

2. .....

3. .....

4. .....

5. .....

6. .....

END OF QUESTIONNAIRE

CLEANING OF SPORTLINK INDOOR SPORTS FACILITY

Contract 13004

Part B - Draft Contract Document

CONTRACT AGREEMENT

CONTRACT AGREEMENT

1 Contract Agreement made on (enter date of acceptance letter) 2013

PARTIES: WHITEHORSE CITY COUNCIL .....(Council)

AND: (ENTER CONTRACTOR'S NAME AND ABN OR ACN) .....(Contractor)

THE PARTIES AGREE that the following documents:

(a) Letter of Acceptance .....(Attachment 1);
(b) General Conditions of Contract .....(Attachment 2);
(c) Council's Specification .....(Attachment 3);
(d) Council's Occupational Health and Safety Requirements .....(Attachment 4);
(e) Supporting Information .....(Attachment 5);
(f) The Contractor's Tender .....(Attachment 6);
(g) Addenda (if any);

together with this Contract Agreement, constitute the contract between the parties.

In the event of any of the documents containing any discrepancy or inconsistency, then, for the purpose of reviewing the discrepancy or resolving the inconsistency, this Contract Agreement takes precedence over all other documents and those other documents then take precedence in the order in which they are listed above.

EXECUTED AS AN AGREEMENT

Signed under delegation on behalf of

WHITEHORSE CITY COUNCIL by its

Chief Executive Officer, Noelene Duff, ...

In the presence of:

.....
Witness

2 Sealing Clauses for Contractor

2.1 If the Contractor is a Company

If the tenderer is a company, it must execute this Contract Agreement either under seal or pursuant to Section 127(1) of the Corporations Act by inserting the appropriate execution clause. There are six possibilities, namely:

(a) With sealing attested by director and secretary;
(b) With sealing attested by two directors;
(c) With sealing attested by sole director and sole secretary;
(d) Without seal executed by two directors;
(e) Without seal executed by director and secretary; or
(f) Without seal executed by one director if the company is a one-director company.

.....
Director

.....
Director

.....
Secretary

2.2 **If the Contractor is an Individual**

SIGNED SEALED AND DELIVERED

By: .....

In the presence of:

.....
Witness

.....

2.3 **If the Contractor is a Partnership**

SIGNED SEALED AND DELIVERED

By: .....

In the presence of:

.....
Witness

.....

SIGNED SEALED AND DELIVERED

By: .....

In the presence of:

.....
Witness

.....

2.4 **If the Contractor is a Body Corporate**

If the Contractor is a body corporate other than a company, the appropriate sealing clause should be inserted.

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.....

2.5 **If the Contractor is a Council**

I certify that the tender for this Contract has been priced in accordance with National Competition Policy and Local Government: A revised statement of Victorian Government Policy: January 2002.

.....
Chief Executive Officer

.....
Witness

ATTACHMENT 1

LETTER OF ACCEPTANCE

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(Letter of Acceptance to be inserted upon awarding of Contract)

ATTACHMENT 2

GENERAL CONDITIONS OF CONTRACT

ATTACHMENT 2 - GENERAL CONDITIONS OF CONTRACT

1 Interpretation

Reference to an “Item” is a reference to an Item in the Schedule which forms part of these Conditions of Contract.

2 Term

This Contract commences on the date stated in Item 1 and ends on the date stated in Item 2 unless extended at Council’s discretion for the period stated in Item 3.

3 Performance

The Contractor must fulfil the obligations of this Contract in accordance with the Specification, subject to any modifications made under these Conditions of Contract.

4 Payment

(a) The Contractor shall provide banking details to enable payments to the Contractor to be made electronically, where possible.

(b) If the Contractor has performed its obligations under this Contract to the satisfaction of Council and provided a valid tax invoice (within the meaning of the *A New Tax System (Goods and Services Tax) Act* 1999 (Cth)) for the amount due, Council must pay the Contractor the amount and in the manner stated in Item 4. Payments will be made by Council in accordance with a 30 day payment cycle.

(c) On each anniversary of the Contract, any increase in payments to the Contractor shall be calculated as stated in Item 5.

5 Variations

5.1 Direction of Variations

Council may direct the Contractor to:

(a) alter the extent of the Services;

(b) alter the character, quality or mode of performance of the Services; or

(c) carry out any work of a character similar to the Services.

5.2 Valuation of Variations

The value, if any, of any variation must be added to or subtracted from any payment to the Contractor under Clause 4 of the Conditions of Contract. The value of each variation must be determined by Council by applying:

(a) any relevant rates or prices contained in the Contract which are expressly stated to be provided for the purposes, or partly for the purposes, of this clause; or;

(b) reasonable rates or prices if there are no relevant rates or prices contained in the Contract which are expressly stated to be provided for the purposes, or partly for the purposes, of this clause. If the variation involves a decrease in the Services or the omission of part of the Services, Council must make a reasonable allowance for the Contractor’s profit and overheads.

6 Assignment

The Contractor must not, without Council's prior written approval, which must not be unreasonably withheld, assign any of its rights under this Contract.

For the purpose of this clause, an assignment of rights includes any change in the beneficial ownership of the share capital of the Contractor which alters the effective control of the Contractor.

7 Sub-contracting

The Contractor must not, without Council's prior written approval, which must not be unreasonably withheld, sub-contract any of its obligations under this Contract.

8 Ownership of Property

Proprietary rights in any document produced by the Contractor or intellectual property created in performing the Services under this Contract will vest in and remain vested in Council.

9 Confidentiality

All information gained by the Contractor in performing the Services under this Contract must be kept confidential unless the written consent of Council is first obtained.

10 Conflicts of Interest

Any possible or actual conflicts of interest that the Contractor becomes or should become aware of in relation to performing the Services under this Contract must be notified to Council.

For the purpose of this clause, a conflict of interest is any interest, circumstance, condition or thing, which may adversely affect the Contractor's ability to perform its obligations under this Contract efficiently, effectively and in accordance with the highest standards of probity, integrity and honesty.

If Council is notified or becomes aware of an imminent or actual conflict of interest Council may, despite any other clause, at its discretion immediately terminate this Contract by giving notice to the Contractor.

11 Council Indemnified

11.1 Indemnity

The Contractor must indemnify, keep indemnified and hold harmless Council, and its Councillors and staff, from and against all actions, claims, losses, damages, penalties, demands or costs (including without limitation, all indirect losses, consequential losses and legal costs on a full indemnity basis) consequent upon, occasioned by, or arising from its performance or purported performance of its obligations under this Contract, except to the extent that any actions, claims, losses, damages, penalties, demands or costs are caused or incurred as a result of the negligence of Council.

11.2 Acts of Employees and Others

The indemnity of the Contractor under clause 11.1 extends to any acts or omissions of the Contractor's agents, employees, assignees and sub-contractors.

12 Insurance

12.1 WorkCover

12.1.1 Accident Compensation Act

The Contractor must -

(i) itself effect; and

(ii) ensure that each of its sub-contractors effects –

a WorkCover policy of insurance complying with the provisions of the *Accident Compensation (WorkCover Insurance) Act* 1993 in respect of all of its employees.

12.1.2 Indemnity

The Contractor must indemnify, keep indemnified and hold harmless Council and all of Council's staff, sub-contractors or agents against any liabilities, costs, penalties or additional premiums they may incur arising, whether directly or indirectly, from any provision of the *Accident Compensation Act* 1985 (including, without limitation, section 10A of that Act) which:

(i) deems any employees or agents of the Contractor, or any employees or agents of any sub-contractor of the Contractor, to be employees or workers of Council, or Council's employees, sub-contractors or agents; or

(ii) otherwise makes Council, or any of Council's staff, sub-contractors or agents, in any way responsible for, or liable to pay any moneys to or in respect of, such persons, except for liabilities arising directly from the negligence of Council or any of Council's staff, sub-contractors or agents.

12.2 Public Liability Insurance

12.2.1 Obligations to Insure

The Contractor must at all times during the term of the Contract, be the holder of a current public liability policy of insurance ("Public Liability Policy") in the joint names of the Contractor and its sub-contractors providing coverage for an amount per event of at least that stated in Item 6.

The Public Liability Policy must be effected with an insurer which is authorised to carry on non-life insurance business in Australia under the *Insurance Act* 1973 (Cth).

The Public Liability Policy must –

(i) cover such risks;

(ii) be subject only to such conditions and exclusions; and

(iii) be subject only to such excess –

as are approved by the Designated Officer named in Item 9.

12.2.2 Cross Liability Clause

The Contractor must ensure that the Public Liability Policy contains a cross liability clause:

(i) under which the insurer waives all rights of subrogation against any party insured under the Public Liability Policy; and

(ii) which provides cover to each party insured under the Public Liability Policy as if a separate policy of insurance had been issued to each party insured under the Public Liability Policy.

12.3 Professional Indemnity Insurance

The Contractor must, at all times during the term of the Contract and for 5 years thereafter, be the holder of a current professional indemnity policy of insurance in respect of any activities forming part of the Contractor's obligations under the Contract which are capable of being covered under such a policy ("Professional Indemnity Policy"), providing coverage for an amount per event of at least that stated in Item 7.

The Professional Indemnity Policy must be effected with an insurer which is authorised to carry on non-life insurance business in Australia under the *Insurance Act* 1973 (Cth).

The Professional Indemnity Policy must –

(a) cover such risks;

(b) be subject only to such conditions and exclusions; and

(c) be subject only to such excess –

as are approved by the Designated Officer named in Item 9.

12.4 Motor Vehicle Insurance

The Contractor must, at all times during the term of the Contract, be the holder of a current comprehensive motor vehicle insurance policy ("Motor Policy") with a cover equivalent to the value of the vehicles to be used in the performance of the Contractor's obligations under this Contract and providing coverage for an amount per event of at least that stated in Item 8 in respect of third party property damage.

12.5 Evidence of Insurance

12.5.1 Provision of Evidence

The Contractor must produce to the Designated Officer policies of insurance and receipts showing that the insurances referred to in clauses 12.1, 12.2, 12.3 and 12.4 have been paid not less than seven (7) days before the provision of Services under this Contract.

12.5.2 Certificates of Currency

The Contractor must provide Council with certificates of currency in respect of the insurances referred to in clauses 12.1, 12.2, 12.3 and 12.4:

(i) each six (6) months (beginning six (6) months after the commencement of this Contract) during the term of the Contract; and

(ii) within two (2) days after a written request being made by the Designated Officer named in Item 9.

12.5.3 Failure to Insure

If the Contractor fails to comply with its obligations under clause 12.1, 12.2, 12.3 or 12.4, Council may:

(i) in the case of a failure by the Contractor to comply with its obligations under clauses 12.2, 12.3 or 12.4, effect or maintain the Public Liability Policy, the Professional Indemnity Policy or the Motor Policy, as the case may be, and pay the premiums thereof, the cost of which must be paid on demand by the Contractor to Council or may be deducted by Council from any moneys due

or becoming due to the Contractor under this Contract, at the option of Council; or

(ii) immediately terminate this Contract.

12.5.4 Proof of Failure to Insure

Any failure by the Contractor to comply with its obligations under clause 12.5.1 or clause 12.5.2 will constitute conclusive proof of its failure to effect or maintain the insurances, as the case may be, for the purpose of clause 12.5.3.

12.5.5 Powers not Restricted

The exercise of a power by Council under clause 12.5.3(i) does not prevent Council terminating the Contract under clause 12.5.3(ii) in respect of that or any subsequent breach of clause 12.1, 12.2, 12.3 or 12.4.

13 Contractor's Employees

(a) The Contractor is responsible for the conduct of its employees and must properly supervise them at all times.

(b) The Contractor must, on request of the Designated Officer identified in Item 9, remove from performing under this Contract, employees which, in the opinion of the Designated Officer, are unsuitable, provided such removal will not contravene any applicable legislation.

(c) The Contractor must take all necessary precautions under this Contract to ensure the health and safety of its employees and anyone in the vicinity and acknowledges Council's commitment to safety in the work place.

(d) The Contractor must promptly notify Council of any accident of injury to any employee incurred when performing under this Contract.

(e) The Contractor must, in performing under this Contract, comply with:

(i) Relevant occupational health and safety legislation; and
(ii) Any relevant health and safety standard, code of practice and Council policy.

(f) The Contractor warrants that it is familiar with all health and safety issues and can comply with Clause 13(e) in performing under this Contract.

(g) In this Contract, a reference to the Contractor includes, where appropriate, the Contractor's:

(i) employees; and
(ii) sub-contractors and the employees of such sub-contractors.

14 Reporting

(a) The Contractor must provide a written report about performance under this Contract and meet with Council's Designated Officer named in Item 9 at least once every period stated in Item 10 when required.

(b) Where required, the report must contain a set of goals and details as to whether those goals set out in Item 11 have been achieved by the Contractor.

(c) In addition to the agreed meetings and reporting referred to in Clause 14(a), the Designated Officer may request such further reports or meetings as the Designated Officer considers appropriate.

15 Performance Review

(a) After each review period stated in Item 12, the Contractor or its representative together with any other relevant employee requested by the designated officer must meet with the designated officer named in Item 9 to conduct a review of the Contractor's performance of its contractual obligations for the preceding review period.

(b) In conducting the performance review, the Designated Officer must have regard to:

(i) Any performance criteria contained in the Specification; and
(ii) Any goals agreed between the parties in writing at a previous review.

(c) The Designated Officer must provide the Contractor with a written performance report within one month of the performance review taking place.

(d) If the performance review is unsatisfactory, the performance report must contain directions as to the steps which the Contractor must undertake to improve its performance to a satisfactory level.

(e) Two consecutive unsatisfactory performance reviews received by the Contractor constitutes a default event for the purpose of Clause 16(a).

(f) The performance goals may be in addition to or in full or partial substitution for:

(i) Any performance criteria contained in the Specification; or
(ii) Any other performance goals previously agreed by the parties.

16 Default

A default event occurs if:

(a) the Contractor receives 2 consecutive unsatisfactory performance reviews in any period of 6 months.

(b) the Contractor fails to comply with any of its obligations under this Contract and the failure, if capable of being remedied, is not remedied within any period stipulated by the Designated Officer in a written notice giving particulars of the failure;

(c) the Contractor is a corporation and:

(i) an order is made or a resolution effectively passed to wind it up;
(ii) goes into liquidation;
(iii) is placed under official management or has a receiver or provisional receiver or receiver and manager of any of its assets, or an administrator, appointed;
(iv) an inspector is appointed to investigate any of its affairs; or
(v) it merges or is taken over by another corporation;

(d) the Contractor is an incorporated association and the Registrar of Incorporated Associations cancels the incorporation of the Contractor;

(e) the Contractor is an individual and is declared bankrupt or proposes to take advantage of Part X of the *Bankruptcy Act* 1966;

(f) the Contractor is unable to pay its debts when they fall due;

(g) the Contractor enters into an arrangement with its creditors;

(h) The Contractor, having been requested in writing by Council or its appointed agent, refuses or fails to provide information about the Contractor's then current financial position;

(i) The Contractor –

(i) without disclosure to Council prior to the awarding of the Contract, has been found guilty of;
(ii) is charged with; or
(iii) as determined by Council, has engaged in -

fraudulent behaviour.

If a default event occurs under Clause 16(b), Council may remedy the failure and deduct the cost from any payment due to the Contractor under Clause 4.

If liquidated damages apply, the Contractor shall pay or, Council may deduct from any payment due to the Contractor, the amount stated in Item 13.

17 Termination

If a default event occurs, Council may terminate this Contract.

If Council terminates this Contract, Council:

(a) Must notify the Contractor; and

(b) Retains the right to sue the Contractor for damages for breach of any provision of this Contract.

18 Compliance with Law

The Contractor must comply with all laws affecting performance under this Contract and with all requirements made or notices or orders given by any governmental, semi-governmental, municipal, health, licensing or other authority with jurisdiction or authority in relation to performance by the Contractor under this Contract.

A reference to any Act, regulation, planning scheme, local law or by-law includes all Acts, regulations, planning schemes, local laws and by-laws amending, consolidating or replacing same and a reference to an Act includes all regulations, planning schemes, local laws and by-laws made under that Act.

19 Performance Guarantee

The Contractor must lodge a security deposit in the form of cash, a bank cheque or an unconditional and irrevocable bank guarantee payable to Council for the amount specified in Item 14 to secure performance of the Contract by the Contractor.

Council must release the security deposit within 30 days of the expiry of this Contract provided the Contractor has satisfactorily completed all obligations under this Contract.

If the Contractor has not satisfactorily completed all obligations under this Contract, Council may, subject to Clause 22, have recourse to the security deposit in respect of any money for which the Contractor may be liable to Council under this Contract.

20 Co-operation with Council Staff and Other Contractors

The Contractor acknowledges that in performing under this Contract, it must work in conjunction with members of Council staff and other contractors to Council.

Should any dispute arise between the Contractor and members of Council staff other than the Designated Officer, or another contractor, the Contractor must obey any reasonable direction given by the Designated Officer.

21 Notices

A notice, demand or other communication given or made under this Contract:

(a) Must be in writing;

(b) May be signed on behalf of the party giving it; and

(c) Must be delivered to the other party either personally, posted or sent by facsimile transmission or e-mail.

22 Dispute Resolution

If a dispute arises between the parties under this Contract, either party must promptly serve on the other a notice that identifies and provides particulars of the dispute.

Within 14 days after receiving a notice of dispute, the parties shall confer at least once to resolve the dispute or to agree on methods of doing so. At every such conference each party shall be represented by a person having authority to agree to such resolution or methods of resolution. All aspects of every such conference except the fact of occurrence shall be privileged.

If the parties are unable to resolve the dispute by mediation within 28 days of notification of the dispute, the dispute must be referred to the arbitration of a person mutually agreed between the parties or failing agreement, shall be nominated by the President of the Institute of Arbitrators and Mediators Australia.

In arbitrating any dispute, the arbitrator appointed shall notify the parties of his or her requirements which must be complied with.

The parties must equally bear the arbitrator's fees unless determined otherwise.

Despite the parties referring a dispute to arbitration, the Contractor and Council must continue to perform their obligations under this Contract, unless this Contract has been terminated by Council.

23 Governing Law

The law of the State of Victoria governs this Contract and any legal proceedings or arbitration arising from it.

24 Privacy Legislation

The Contractor is bound by the information privacy principles under *the Information Privacy Act* 2000 (Vic) (as amended) regarding all acts of themselves, their agents and employees and must ensure that all the personal information available to them is only used for the purpose of fulfilling the obligations under this Contract.

The Contractor must advise Council immediately of any breaches of the Act by themselves, its agents or employees and must allow Council to audit the information practices of the Contractor and provide reasonable assistance during the audit.

The Contractor must indemnify Council in respect of any liability, loss or expense incurred arising out of or in connection with a breach of the *Information Privacy Act* 2000 (Vic) by themselves, its agents or employees.

This clause shall continue to have effect after the termination or expiry of this Contract.

25 Whole Understanding

This Contract constitutes the whole understanding between the parties. All previous negotiations and understandings between the parties on this subject matter shall cease to have effect from the date of this Contract.

26 Several and Joint Liability

If the Contractor consists of two or more parties, this Contract binds each of them severally and jointly.

27 Agency

The Contractor must not:

(a) hold itself out as being an agent of Council or being in any other way entitled to make any contract on behalf of Council or to bind Council to the performance, variation, release or discharge of any obligation; or

(b) hold out its employees, sub-contractors or agents, or allow its employees, sub-contractors or agents to hold themselves out, as being employees or agents of Council.

28 No Restriction of Council's Powers

This Contract does not fetter or restrict the powers or discretions of Council in relation to any powers or obligations it has under any Act, regulation or local law that may apply to the Contractor or Council's municipal district.

29 No Waiver

No –

(a) time or other indulgence granted by Council to the Contractor;

(b) variation of the terms and conditions of this Contract; or

(c) judgement or order obtained by the Contractor against Council –

will in any way amount to a waiver of any of the rights or remedies of Council in relation to the terms of this Contract.

30 Property

30.1 Contractor's Plant

The Contractor must ensure that all of the Contractor's plant:

(a) complies with all applicable Acts, regulations, local laws and by-laws;

(b) is suitable for the purpose for which it is to be used; and

(c) is maintained in good repair and condition.

30.2 Deficient Plant

30.2.1 Notice of Deficiency

If the Designated Officer named in Item 9 considers that any item of the Contractor's plant is deficient, the Designated Officer may give notice to the Contractor specifying the deficiency and stating:

(i) a date by which the deficiency is to be remedied; or

(ii) that the item if the Contractor's plant is not to be further used in connection with this Contract.

30.2.2 Continued Use of Plant

Any notice given by the Designated Officer under clause 30.2.1 may also specify that the item of the Contractor's plant:

(i) is not to be used until the deficiency has been remedied; or

(ii) may only be used subject to specified conditions until the deficiency has been remedied.

30.2.3 Reasons for Direction

Any notice given by the Designated Officer under this clause must give reasons for the Designated Officer's direction.

30.3 Damage to Property

The Contractor must at once remedy any damage done by its employees, agents or sub-contractors to any property of Council or any other person. Should the Contractor fail to do so, Council may effect the necessary repairs or pay compensation to the owner of the property. The cost of effecting any necessary repairs or the amount of any compensation must be paid on demand by the Contractor to Council or may be deducted by Council from any moneys due or becoming due to the Contractor under this Contract, at the option of Council.

The Designated Officer named in Item 9 must determine the cost of effecting any necessary repairs or the amount of compensation to be paid to the owner of any property in accordance with this clause.

31 Equal Opportunity

In fulfilling the obligations under this Contract, the Contractor shall ensure that all aspects of its operations and activities conform to the relevant Federal and State Government Equal Employment Opportunity legislation and that all employees or sub-contractors of the Contractor work in an environment that is free from discrimination and harassment.

32 Occupational Health and Safety

The Contractor is responsible for all aspects of health and safety in the provision of the Services and must:

(a) comply with all legislative requirements concerning the health and safety and welfare of people at work (OH&S Laws); and

(b) do all things necessary to ensure that its subcontractors comply with all OH&S Laws.

Without limiting the general nature of the previous paragraph, the Contractor must, in providing the Services, eliminate the risks to health and safety so far as reasonably practicable or reduce those risks as is reasonably practicable.

The Contractor indemnifies Council for any claim arising out of or in connection with a breach by the Contractor of the OH&S Laws or this Clause 32.

33 Environmental Protection

The Contractor shall comply with all relevant legislative requirements and the requirements of Council for the protection of the environment and to ensure it does not pollute, contaminate or otherwise damage the environment in performing under this Contract. The Contractor shall make good any pollution, contamination or damage to the environment and shall indemnify Council against any losses, costs or expenses arising out of the Contractor's failure to comply with this clause.

SCHEDULE

1 Item 1 - Commencement (Clause 2)

The date of the letter of acceptance.

2 Item 2 - Ending (Clause 2)

3 years from the date of the letter of acceptance.

3 Item 3 - Extended Period (Clause 2)

Two years at Council's discretion.

4 Item 4 - Payment (Clause 4(b))

Payments will be made electronically, based on a 30-day payment cycle.

Payments will be made at the end of each month for services provided.

5 Item 5 - Payment Increase (Clause 4(c))

Annual CPI adjustment based on "Melbourne All Groups Index Numbers".

6 Item 6 – Public Liability Insurance (Clause 12(a))

$10 million

7 Item 7 – Professional Indemnity Insurance (Clause 12(b))

Not applicable

8 Item 8 – Motor Policy (Clause 12.3)

$10 million

9 Item 9 – Title of Designated Officer (Clause 13(b), 14(a) & 15(a))

Rod Gaut, Facility Coordinator – Sportlink Vermont South, Phone 9847 7111.

10 Item 10 – Report Period (Clause 14(a))

Monthly, within 10 days of the end of each calendar month.

11 Item 11 – Goals to be Achieved (Clause 14(b))

As detailed in Council's Specification.

12 Item 12 – Review Period (Clause 15(a))

Quarterly.

13 Item 13 – Liquidated Damages (Clause 16)

Not applicable.

14 Item 14 – Amount of Security Deposit Excluding GST (Clause 19)

5% of the annual contract sum (including GST)

ATTACHMENT 3

COUNCIL’S SPECIFICATION

1. INTRODUCTION

The City of Whitehorse (hereby referred to as The Client) wishes to engage a suitably experienced and qualified cleaning services company to plan, deliver and manage the Cleaning Services for Sportlink Vermont South which is located at 2 Hanover Road, Vermont South.

The Client believes the cleaning services plays a major role in the perception of venue presentation, and for this reason The Client is seeking a company who can demonstrate a proven history in successfully meeting the cleaning standards contained within this document.

2. SPORTLINK VERMONT SOUTH SERVICES

The facilities provided at Sportlink Vermont South include;

2.1 Stadium

- 4 court stadium with sprung timber floors sealed with oil based urethane sports floor finish. Approximately 3,200 metres squared.

2.2 Community Room

- Vinyl floor surfaced room with small kitchenette.

2.3 Multipurpose Room

- Vinyl floor surfaced with children's toilets.

2.4 Outdoor Courts

- 4 outdoor asphalt surface netball courts with bleachers.

2.5 Amenities

- Male and Female Change Rooms/ Toilets
- Accessible Change Rooms/ Toilet
- Multipurpose Room Children's Toilets

2.6 Café

- Indoor/outdoor seating areas

3. CENTRE OPENING HOURS

Sportlink Vermont South is open weekdays from 9am until 11pm, weekends from 8am – 10pm. With the exception of Good Friday and an annual closure period during Christmas and the Yew Year.

4. SERVICE OBJECTIVES

The service objectives for Sportlink Vermont South are as follows:

- Provide clean, well presented and hygienic conditions within the Centre
- Ensure the Centre operates as intended and without disruption to service.
  - Ensure patrons of the Centre are satisfied with these aspects of the service delivery.
  - Prolong the life of the asset
  - Ensure the safety of patrons and staff is maintained at all times

- Minimise the exposure to public liability or service failure through the effective management of the services and assets
- Ensure environmentally sustainable delivery practices are implemented.

5. CENTRE PRESENTATION AND STANDARDS

The Client is seeking to engage a cleaning contractor who can embrace The Client's pride and value in Centre presentation, and is also capable of instilling these shared values of pride into the training and daily supervision of all cleaning staff.

The Client sees this shared pride in Centre presentation by the Contractor as a key demonstration by the cleaning Contractor of a valued partnership with The Client.

The Contractor must ensure their staff training includes adherence to OH&S, risk management and asset protection. The Contractor must provide full training to their staff on the benefits of cleaning, maintaining and presenting the Centre to a high standard of cleaning, and the effect this can have on asset protection and maintenance.

5.1 Cleaning Standards

The Contractor must provide Cleaning Services to a very high standard, particularly in high traffic areas. Allocated cleaning store rooms are to be maintained in a clean and tidy state ensuring OH&S requirements are maintained.

The Contractor must take variable factors into consideration including, but not limited to;

Seasonal and weather changes which may impact on;

- mud and dirt being tracked into the Centre;
- wind blowing leaves and litter into and around the Centre;
- popularity of the Centre, i.e. tournaments or events;
- Daily/weekly peaks in activity and the effects on change rooms and toilets;
- Daily sporting competitions;

5.2 Maintenance Reports

The Contractor must complete a periodical maintenance report.
The Client would like to ensure that under the desired partnership approach the Contractor will bring to the attention of The Client any maintenance issues which will allow The Client to update maintenance schedule.

6. ANNUAL ATTENDANCES

The annual attendance of patrons and visitors to Sportlink Vermont South in 2013 - 2014 is anticipated to be 300,000.

7. CONTRACTOR HOURS OF WORK

7.1 After Hours Cleaning

Hours of cleaning must be completed within the following times;

- Monday to Friday - 11pm to 8.30am
- Saturday and Sunday – 10pm to 7.30am

In the event of areas still being in use during the nominated basic cleaning hours, the Contractor will have due regard to this and arrange for a complete service notwithstanding.

The Contractor may assume that the cleaning Contractor is granted access to The Centre for end of day cleaning duties, however The Client would like to see the cleaning duties completed with maximum efficiency and that the cleaning staff must leave the facility immediately after the completion of the duties.

The Contractor must ensure The Centre is cleaned in time for the opening of the facility and all cleaned surfaces are dry and safe for use.

8. STORAGE OF CHEMICALS AND EQUIPMENT AT THE CENTRE

Cleaning storerooms will be provided at The Centre in the following locations:

- Adjacent to Plant Room
- Court 2 Store Room (half of this storeroom will be allocated)

9 CLEANING AREAS

The Contractor must provide cleaning services to the following areas as detailed in the Cleaning Schedule:

- External entries and approaches.
-
- Community terrace and stadium eve.
- Reception area and office areas.
- Foyer and Gallery.
- Community and multipurpose rooms
- Stadium.
- First aid room.
- All change rooms and toilets

10. SCOPE OF WORK – GENERAL INFORMATION

10.1 Key Services

The key services within the Scope of Work include:

- After hours cleaning as prescribed within this document;
- Internal venue recycling and waste management (excluding waste collection and disposal);
- Replacement of consumables including hand soap, toilet tissues and paper towels from stocks provided by The Client.

10.2 Exclusions to the Scope of Works

The following areas are specifically excluded from the Scope of Work:

- Cafe
- Plant Room
- Staff Kitchen
- Grease traps and other water trap devices;

- Collection and disposal of feminine hygiene waste bins and nappy waste bins. The Contractor must still keep clean the exterior of these bins;

11. CONTRACTOR RESPONSIBILITY

11.1 Equipment

- The Contractor is to supply all labour, equipment and materials for all the cleaning required to comply with this specification;

- All equipment such as brooms, mops, buckets and cloths are to be maintained in a clean and hygienic manner;

- All electrical equipment such as vacuum cleaners, polishers, scrubbers, steam cleaners, carpet extractors, etc. shall be regularly tested and tagged, kept clean and maintained in good working order.

11.2 Damage Prevention

- It will be the Contractor's responsibility to ensure that no damage is caused to The Centre by means of knocking and scratching with machines or by means of any cleaning methods not sanctioned by the manufacturer;

- It will be the Contractor's responsibility to restore any such damage caused by the negligence of the operator or supervisor or by use of the wrong type of machines.

- The Contractor shall move and replace furniture to enable floors and floor coverings to be cleaned and polished when required, except when advised by The Client to do otherwise.

11.3 OH & S

- All cleaners are required to sign the contractors' logbook on a daily basis when entering and leaving the Centre.

- Warning and safety signs are to be erected at all times when cleaning, even if the Centre (or sites within the Centre) is not open to the public.

11.4 Uniforms and PPE

- It shall be the daily responsibility of the Contractor to ensure that each and every employee is neatly attired at the beginning of each shift in a clean Client approved Contractor Uniform which must be worn at all times when on duty. The style and type of Contractor Uniform must be approved in writing by The Client Representative. The cost of the Contractor Uniform is to be borne by the Contractor;

- All personal protection equipment (PPE) required to undertake cleaning tasks are to be provided by the Contractor and stored in an appropriate storage area;

- All PPE equipment shall be maintained by the Contractor. Copies of maintenance records are to be submitted in monthly report to The Client's Representative;

- Appropriate footwear must be worn at all times.

11.5 Training

- Details are to be provided of all training programs for staff and proposed training induction programs for staff.

- Detail on the Risk Management and Occupational Health and Safety Policies of the company and how it relates to the company's fulfilment of the contract will be provided by the company.

11.6 Centre Induction

- The Contractor must ensure all Contractor staff working at The Centre will undertake an appropriate Centre induction session.

12. NON EXCLUSIVE RIGHTS

12.1 Speciality Cleaning Services

The Client reserves the right to engage separate Contractors to provide the following speciality services:

- Professional Glass Cleaning Services;
- Carpet steam cleaning;
- High Dust Cleaning;
- External Cob Webs;

13. SPECIFIC CLEANING METHODS AND PROCEDURES

The following is a list of the minimum cleaning methods for The Centre.

13.1 Carpets, Mats and Rugs

All carpets and mats within the agreed Scope of Work must be thoroughly cleaned as follows;

- Vacuum cleaner with rotating brush;
- All stains, spots and marks from carpets and mats using a method of spot removal.
- Regular usage of a pile lifter followed by a thorough vacuuming to be undertaken to remove deeply embedded dry sand and soil.
- All carpets must be steam cleaned using high performance hot water extraction at least twice annually

13.2 Windows

General Glass/Mirror Cleaning

- All glass in doors, windows, balustrades and partitions are to be cleaned with a SOFT CLOTH. Polish to a clear finish, taking care to leave streak free. Remove all old tape or other fixatives and wipe clean ledges and window frames. Glass, frames and surrounding surfaces must be left clean of residue;
- The Contractor must be aware that toughened glass (within the stadium) requires special care. A cleaning method which does not dislodge 'pickup' particles must be employed otherwise scratching the glass surface may result.

13.3 Dusting

- All dusting to be completed using an appropriate type of dust collection cloth;

- High dusting requires the eradication of dust from all high surfaces, utilising a damp cloth or alternate dust eradication method.

13.4 Stadium Floors

- Ride on machine auto scrub court surface using Gymclean sports floor maintainer chemical.

- Spot clean scuff marks not removed my scrubbing machine using white spirit.

- Remove all gum, badminton stickers and other adhesives using a plastic paint scrapper.

13.5 Vinyl Flooring

- Vinyl surfaces are to be swept, mopped with neutral detergent and/or vacuumed, as required.

  Deep Cleaning

  - Machine auto scrub floor with appropriate cleaning chemical or as specified by the manufacturer.

13.6 Bathrooms

- All sinks, basins, splashbacks, pipes, plugs and drains are to be cleaned, utilising a cleanser fit for purpose then rinse and wipe clean. Surfaces shall be left in a clean bright condition with the absence of visible marks and soap scum. Special attention needs to be paid around tap fittings and the plughole;

- To clean toilets spray on toilet bowl cleanser, scrub toilet bowls with hard bristled brush, flush toilet and wipe clean inside and out, leaving surface with a bright streak free finish. Clean and disinfect the outside of the sanitiser bins;

- The Contractor shall replenish all consumables such as toilet paper, hand towels, liquid hand soaps, etc. within the designated area. Ensure that there are adequate supplies to meet the requirements of these areas between Services. Do not leave excessive stock, as it is likely to be stolen and do not leave items on the floor or in areas where it can be damaged. Report any damage to dispenser units immediately;

- Clean shower recess utilising a cleaning product designed specifically for this purpose. Ensure that the build up of all body fats is removed and that the grouting is kept free from all mould and mildew. Scrub clean shower recess using a detergent solution and a hard bristle brush. Rinse or hose clean all surfaces;

- To clean urinals as per manufacturers instructions including the replacement of bio fresh tablets and disposable valves.

- Clean all drains by removing all hair and dirt.

13.7 Window Coverings

- All window coverings are to be dusted and cleaned on a regular basis adhering to manufacturer's instructions.

13.8 Fixtures and Fittings

- Clean all exposed surfaces of fittings and fixtures, using a damp cloth and/or a feather/woollen duster on a daily basis. All areas should be grime free;

- Wipe clean all finger and other marks from surrounding wall surfaces and remove cobwebs;

- An appropriate stainless steel cleaning chemical is to be used to clean stainless steel in the centre.

13.9 **Baby Change Tables**

- Using a low irritant disinfectant solution and hot water, wipe clean all exposed surfaces and fixtures of the baby change table ensuring that it is left in a clean and hygienic condition;

- Clean and disinfect the outside of the Nappy bins.

13.10 **Furniture**

- Clean all exposed surfaces of furniture using a damp cloth and/or a feather/woollen duster, vacuum if appropriate;

13.11 **General Areas**

- Wipe down with a clean dry cloth the following: stainless steel, door handles, door pushers, kick plates, etc;

- Clean drinking fountain, pipes, plug and drain utilising a suitable cleanser, rinse and wipe clean to a bright finish. A disinfectant cleaner should be utilised for this task to ensure infection control is maintained;

- Remove chewing gum from all floor surfaces by the approved method for each surface internally and externally taking care not to damage any floor surfaces;

- Spot clean all wall panels throughout buildings utilising a soft bristle brush and an appropriate disinfectant/detergent, applied by atomiser or spray nozzle. Rinse area and wipe clean surface with a dry cloth;

- Clean all waste collection containers inside and out with an approved germicidal cleanser, excluding feminine hygiene bins and nappy bins which are cleaned on outside only;

- Dust from all exposed service piping and ducts fixed to ceilings and upper section of walls to the height of 2.4m are to be cleaned using appropriate equipment such as extension poles or high access equipment;

- Wipe down all seating including stadium seating as required with an approved cleaner. Remove chewing from under all seating.

13.12 **Graffiti Removal**

- All graffiti must be removed within 24 hours with a method approved by The Client. Aged stains may become difficult to remove; therefore it must be stressed to treat them when fresh;

- Special care must be made to follow manufacturer's advice and not to damage surfaces during removal process.

14. WASTE MANAGEMENT

The Client has a responsibility to comply with an Environmental Management System in line with the Environmental Protection Authority's Waste Reduction and Purchasing Policy (WRAPP), and dispose of waste in accordance with Australian standards and Victorian Government Guidelines.

The Contractor is expected to maintain bulk waste bins in a clean state and level of presentation consistent with a market leading, best practice venue.

14.1 Recycling

Recyclable items are to be placed into the appropriate recycling bins located in the Waste Storage Area.

14.2 Contractor Waste

The Contractor shall ensure that any waste or debris resulting from the operations or actions of the Contractor's employees shall be disposed of, and that all storage areas shall be left clean and free of any waste.

14.3 Emptying Bins

- All waste containers within The Centre are to be emptied by the Cleaning Contractor. Replace plastic bin liners where and as required;
- Waste collected throughout The Centre is to be placed in larger waste storage containers stored in the nominated waste storage area to await collection;
- All waste containers (excluding feminine hygiene and nappy bins) are to be wiped clean internally and externally. Feminine hygiene and nappy bins are to be wiped clean externally;
- The Waste Storage Areas are to be kept clean and tidy.

15. SECURITY

15.1 Access

Access to the premises shall be through the main entry. Contractor is to ensure that all contracted staff are issued with identification which is to be on display at all times while staff are on duty.

15.2 Alarm System

The Centre has a monitored electronic security system. Council will provide the Contractor with an access code for the Centre and provide instructions on the correct use of the electronic security system. It is the responsibility of the Contractor to ensure that the electronic security system is de-activated prior to entering the Centre and re-activated when leaving the Centre. Costs associated with the accidental activation of the security system by the Contractor, resulting in the call-out of a security patrol, will be borne by the Contractor.

The Contractor shall ensure that all windows are shut and fastened and that all doors are closed and, if found locked, re-locked when leaving a room and on finally leaving the premises. Contractor staff to also ensure that all external doors are securely locked, unless specifically directed otherwise.

15.3 Keys

Where keys are supplied to the Contractor for the purpose of entering the securely locked premises, the Contractor will be responsible for safeguarding the keys in a manner satisfactory to The Client Representative and whenever so required shall hand the keys to The Client Representative.

No additional keys are to be cut from any key provided. Any loss of keys must be reported to The Client Representative with replacement keys to be paid for by the Contractor.

16. CLEANING CONSUMABLES

16.1 Contractor's Cost

All cleaning materials, chemicals (including specified cleaning products), patron consumables and equipment are to be supplied by the Contractor.

16.2 The Client Cost

The Client will pay for patron consumables as follows: toilet paper, paper towels and hand soap.

16.3 Hazardous Substances

The Contractor shall take all proper precautions to keep all poisons and other injurious substances in places secured against access by unauthorised persons, in accordance with the Australian Standards on storing dangerous goods.

16.4 Chemicals

Whitehorse Council does not promote Placard Rated Chemicals. Where possible to achieve an equivalent result, The Contractor is encouraged to use natural/environmental cleaning products.

Chemicals or hazardous materials are not permitted on site unless a Materials Safety Data Sheet (MSDS) is attached and displayed where the chemical is stored. The Contractor must supply the Centre and the Superintendent's representative with up to date material safety data sheets (MSDS) for all chemicals that are used on site at the Centre.

17. KEY PERFORMANCE INDICATORS

The Client will implement a number of key performance measures to ensure the successful conduct of the service contract. These performance measures will be set in consultation between the successful Contractor and The Client and will include but not be limited to:

- Inspection Reports;
- Patron Complaints;
- Hirer Complaints;
- Client Satisfaction;
- Response Times;
- Other performance measures as agreed;

Upon agreement of the above performance targets, the Contractor will perform to the set standard as a minimum level of performance and shall endeavour to exceed these standards at all times. Failure to meet the above performance measures will lead to a review of performance and potential termination of the service contract.

18. COMMUNICATION

The Client will communicate regular instructions and other issues for resolution to the Contractor via a number of communication methods, including but not limited to:

- Periodical meetings;
- The Client communication log book;
- Telephone;

- Email;

19. PERFORMANCE MONITORING

The Contractor must have a cost effective methodology and system to record and report cleaning inspections against agreed KPIs. The specification will be used for the basis of the inspection reports.

The Contractor's system must be able to record and report the following cleaning inspections:

19.1 Daily Site Inspections

The Contractor Representative (or duty manager/supervisor) must undertake a site inspection of The Centre areas to sign off the Centre presentation and agreed standards each day prior to opening hours. The daily site inspection by the Contractor must be recorded daily and reported monthly by the Contractor against agreed KPIs.

19.2 Random Site Inspections

The Client Representative will undertake a daily random site inspection of nominated areas within Sportlink Vermont South to monitor the Centre presentation and agreed standards. The site inspection by The Client Representative will be recorded according to a method deemed appropriate by The Client (which may include a communications log book or similar).

The Client Representative will provide the Contractor Representative a copy of The Client Daily Site Inspection Report (or provide access to the communication log book) at the conclusion of the inspection. The Contractor must respond, record, and report all issues arising from The Client Random Site Inspections in accordance with agreed KPIs.

19.3 Monthly Site Inspection and Meeting

A monthly site inspection will be conducted in all areas within The Centre by The Client Representative and accompanied by the Contractor Representative, in order to audit and maintain the venue presentation against agreed KPI standards.

The monthly site inspection by The Client Representative will be recorded on The Client approved 'Monthly Site Inspection Report'.

The Client Representative will provide the Contractor Representative with a copy of the Monthly Site Inspection Report at the conclusion of the inspection.
If issues arise from the Monthly Site Inspection Report the Contractor Representative must respond in accordance with agreed The Client procedures and response times.

19.4 Inspection Records

The Contractor must record, maintain, manage, and report all Contractor and Client inspection records in an electronic format each month, using Microsoft office suite or as otherwise approved by The Client.

The Contractor must convert and manage all relevant information from the Contractor and The Client inspection records into a 'Contractor Monthly KPI Report'.

19.5 Complaints

The contractor is to advise Council's Designated Officer of the name and contract telephone number of the name of their representative that will be available to receive and attend to all complaints that are received regarding the services to be provided under this contract. The representative will report back to Council's Designated Officer within 24 hours of any complaints received. Any changes to these specifications can only be made with the agreement of Council's Designated Officer or their delegate.

20. MONTHLY REPORT

The Contractor must submit during the monthly meeting held with The Client Representative and shall include but not be limited to:

- Contractors monthly KPI Report (refer item 18
- Contractor issues, i.e. staff, training, rostering, OHS etc;
- Contractor initiatives and developments;
- Maintenance Report relating to The Client building and assets;
- Maintenance Report relating to Contractor's cleaning equipment;
- Compliance with Occupational Health & Safety Act;
- Performance against random checklists;
- Action from non-conformance reports;
- Other performance measures as agreed.

21. MANAGEMENT OF CONTRACT

The Client considers that the cleaning of the facility is of such importance that cleaning management/supervision must be of the utmost consideration in the control of staff, duties and standards, and in the supervision of labour. The Tenderer is to outline if their Tender response how the cleaning service within this Contract will be managed ensuring appropriate levels of supervision and monitoring.

22. CLEANING SCHEDULE

	Weekly Clean					Periodical Clean				
General Cleaning	**Daily**	**Three Times Weekly**	**Twice Weekly**	**Once Weekly**		**Two Weekly**	**Monthly**	**Quarterly**	**Bi-Annual**	**Annual**
Spot clean all doors, push plates, handles etc.	x									
Spot clean marks from walls	x									
Empty all rubbish bins, replace liner and remove rubbish to outside bulk bin	x									
Remove dust from in door jams and under doors				Mon						
External Entrance and Community Terrace	**Daily**	**Three Times Weekly**	**Twice Weekly**	**Once Weekly**		**Two Weekly**	**Monthly**	**Quarterly**	**Bi-Annual**	**Annual**
Sweep and remove all litter, leaves, cigarette butts and rubbish.	x									
Remove all gum from ground surfaces	x									
Sweep entry mat.	x									
Clean and remove all marks from external glass and ledges.	x									
Remove cobwebs	x									
Pressure wash ground of entrance, community terrace and stadium eve.							x			
Main Foyer & Gallery	**Daily**	**Three Times Weekly**	**Twice Weekly**	**Once Weekly**		**Two Weekly**	**Monthly**	**Quarterly**	**Bi-Annual**	**Annual**
Vacuum carpets and mats.	x									
Spot clean carpets as required	x									
Mop vinyl floors	x									
Remove all rubbish and gum from floors	x									
Dust all areas and remove cobwebs including door frames	x									
Clean and remove all marks from internal and external glass, frames and ledges	x									
Clean Reception Counter	x									
Clean customer feedback box and frame	x									
Empty rubbish bins, replace liners, clean bins and hoods.	x									
Clean water fountain	x									
Spot clean marks from walls	x									
Clean tables & chairs	x									
Steam clean carpets									x	

	Weekly Clean					Periodical Clean				
Administration Areas and Offices	**Daily**	**Three Times Weekly**	**Twice Weekly**	**Once Weekly**		**Two Weekly**	**Monthly**	**Quarterly**	**Bi-Annual**	**Annual**
Clean and remove all marks from internal glass, frames and ledges			x							
Vacuum carpets and remove all rubbish off the floor			x							
Clean all desks and permanent fixtures.			x							
Remove all rubbish & empty rubbish bins and replace liners			x							
Spot Clean marks from walls			x							
Spot clean all doors, push plates, handles etc.			x							
Dust all areas and remove cobwebs				x						
Steam clean carpets									x	
First Aid Room	**Daily**	**Three Times Weekly**	**Twice Weekly**	**Once Weekly**		**Two Weekly**	**Monthly**	**Quarterly**	**Bi-Annual**	**Annual**
Mop floor				x						
Dust & clean all ledges				x						
Remove all rubbish & empty rubbish bins and replace liners				x						
Wipe down benches and clean sink, splashback areas				x						
Spot Clean marks from walls				x						
Spot clean all doors, push plates, handles etc.				x						
Clean all air vents of dust and cobwebs				x						
Machine scrub floor									x	
Multi-Purpose room	**Daily**	**Three Times Weekly**	**Twice Weekly**	**Once Weekly**		**Two Weekly**	**Monthly**	**Quarterly**	**Bi-Annual**	**Annual**
Mop Floor	x									
Spot clean windows	x									
Dust & clean all ledges	x									
Remove all rubbish & empty rubbish bins and replace liners	x									
Wipe down benches and clean sink, splashback areas	x									
Spot Clean marks from walls	x									
Spot clean all doors, push plates, handles etc.	x									
Clean all air vents of dust and cobwebs	x									
Clean toilet area	x									
Replenish toilet rolls, soap and hand towel	x									
Machine scrub floor									x	

	Weekly Clean					Periodical Clean				
Community Room	**Daily**	**Three Times Weekly**	**Twice Weekly**	**Once Weekly**		**Two Weekly**	**Monthly**	**Quarterly**	**Bi-Annual**	**Annual**
Mop Floor	x									
Spot clean windows	x									
Dust & clean all ledges	x									
Remove all rubbish & empty rubbish bins and replace liners	x									
Wipe down sink/bench area	x									
Spot Clean marks from walls	x									
Spot clean all doors, push plates, handles etc.	x									
Clean all air vents of dust and cobwebs	x									
Machine scrub floor									x	
Change rooms, Toilets & Showers	**Daily**	**Three Times Weekly**	**Twice Weekly**	**Once Weekly**		**Two Weekly**	**Monthly**	**Quarterly**	**Bi-Annual**	**Annual**
Scrub & sanitize pans, seats, lids, urinals, handles & fittings ensuring all residue and staining is removed	x									
Mop and sanitize floors, plugs and drains inc shower floors	x									
Replenish toilet rolls, soap and hand towel	x									
Spot clean marks from partitions, doors, walls & under hand dryers	x									
Mirrors removed of all marks	x									
Clean & remove scum from wall tiles & partitions in shower areas	x									
Clean all bench seating & change tables	x									
Clean out sinks and splashback tile areas	x									
Dust & clean all ledges & air handling vents/pipes	x									
Remove all rubbish & empty rubbish bins and replace liners	x									
Remove all debris & hair from basins, drain holes and surrounds	x									
Empty bins and replace bin liner & clean bin lid and surrounds	x									
Machine scrub floors									x	
Stadium	**Daily**	**Three Times Weekly**	**Twice Weekly**	**Once Weekly**		**Two Weekly**	**Monthly**	**Quarterly**	**Bi-Annual**	**Annual**
Remove all rubbish & empty rubbish bins and replace liners	x									
Machine scrub all courts	x									
Clean and remove all marks from internal glass, frames and ledges			x							
Wipe down score benches			x							
Clean louvers							x			

	Weekly Clean					Periodical Clean				
Professional Window Clean						x				
Mission Control	**Daily**	**Three Times Weekly**	**Twice Weekly**	**Once Weekly**		**Two Weekly**	**Monthly**	**Quarterly**	**Bi-Annual**	**Annual**
Mop floor			x							
Clean and remove all marks from internal glass, frames and ledges			x							
Remove all rubbish & empty rubbish bins and replace liners			x							
Outside Courts and Stadium Eve	**Daily**	**Three Times Weekly**	**Twice Weekly**	**Once Weekly**		**Two Weekly**	**Monthly**	**Quarterly**	**Bi-Annual**	**Annual**
Sweep and remove all litter, leaves, cigarette butts and rubbish.				x						
Remove all gum from ground surfaces				x						
Periodical / Specialty Cleans	**Daily**	**Three Times Weekly**	**Twice Weekly**	**Once Weekly**		**Two Weekly**	**Monthly**	**Quarterly**	**Bi-Annual**	**Annual**
Professional internal and external glass clean all areas							x			
Professional internal and external glass clean stadium area						x				
Steam clean all carpets									x	
Pressure wash external grounds							x			
Clean stadium louvers							x			
High glass clean										x
High dusting internal and external										x

ATTACHMENT 4

SUPPORTING INFORMATION

Attachment 4 (a) Floor Plan

Attachment 4 (b) Amenities

Sportlink Amenities				
Area	**Toilets**	**Urinals**	**Showers**	**Hand Basins**
Ladies Change Rooms	6	0	2	6
Mens Change Rooms	3	6	2	6
Family/ Accessible Change Room	1	0	1	1
Multipurpose Room	2	0	0	3

ATTACHMENT 5

COUNCIL'S OCCUPATIONAL HEALTH & SAFETY REQUIREMENTS

ATTACHMENT 4 – OH&S REQUIREMENTS

1 General Occupational Health and Safety Requirements

Council is obligated to provide and maintain, so far as is practicable, a working environment for its employees and members of the public, that is safe and without risk to health.

The Contractor and any subcontractors that it engages to provide Services under this Contract are engaged to provide specialist services which are not within the capabilities of Council. The Contractor and its subcontractors (if any) shall at all times ensure, so far as reasonably practicable, the health and safety of workers engaged by the Contractor or subcontractors and those individuals who may be affected by their action. This requires the Contractor and any subcontractors to, amongst other things, identify and eliminate where possible or minimise all risks to health and safety.

The Contractor must ensure that risk assessments have been conducted for risks to health and safety that relate to the provision of the Services and that control measures are in place and address those risks to the extent reasonably practicable. The Contractor must ensure that there are in place policies and procedures to address risks identified as a result of carrying out risk assessments. In the absence of relevant Council occupational health and safety (**OH&S**) policies and procedures, the Contractor must develop OH&S policies and procedures to address the relevant risks. Such policies and procedures must not be inconsistent with Council's OH&S policies and procedures.

The Contractor must comply with any and all directions by any inspector appointed under OH&S legislation.

2 Legislative Compliance

The Contractor must comply with, and ensure that its employees, subcontractors and agents comply with, all applicable Acts, regulations, local laws and by-laws, Codes of Practice, Australian Standards and Council's OH&S policies and procedures that are in any way applicable to this Contract or the provision of the Services under this Contract.

3 Occupational Health and Safety Management Systems

The Contractor must prepare and implement an OH&S Management System which demonstrates compliance with all duties specified in relevant OH&S legislation.

The Contractor must, when requested by Council, submit a complete copy of its OH&S Management System documentation that must include as a minimum requirement:

(a) an OH&S policy and objectives;

(b) the organisation structure and responsibilities;

(d) safe work practices and procedures;

(e) OH&S training and induction records;

(f) OH&S auditing and inspection procedures;

(g) OH&S consultation procedures;

(h) OH&S performance monitoring;

(i) a plant and equipment register;

(j) emergency procedures; and

(k) incident recording and investigation procedures.

4 SWMS (Safe Work Method Statements)

The Contractor shall prepare and submit a SWMS prior to the Contractor providing any Services under this Contract. A SWMS form shall be used to record the risks and risk control methods to be employed by the Contractor specific to the Services to be provided under this Contract.

A typical SWMS form (Form E02) is attached for information.

5 Incident Notification

If the Contractor is required by relevant OH&S legislation or its by-laws to give any notice of an accident occurring whilst providing Services under this Contract, the Contractor must at the same time, or as soon thereafter as possible under the circumstances, give a copy of the notice to Council.

The Contractor must promptly notify Council of any accident, injury, property or environmental damage that occurs whilst providing Services under this Contract. All lost time incidents shall be immediately notified to Council. The Contractor must, within 3 days of any such incident, provide a report giving complete details of the incident, including results of investigations into its cause, and any recommendations or strategies for prevention in the future.

6 Non-compliance

If, during the provision of Services under this Contract, Council informs the Contractor that it is the opinion of Council that the Contractor is -

(a) not providing the Services in compliance with the Contractor's OH&S Management System, the Contractor's Health and Safety Plan, health and safety management procedures, relevant legislation or health and safety procedures provided by Council; or

(b) providing the Services in such a way as to endanger the health and safety of the Contractor's employees or Council's or its contractors' and subcontractors' employees, the public, plant, equipment or materials,

- The Contractor shall promptly remedy any breach of this Contract.

Where there is an immediate risk to OH&S or a failure of any system of work, Council may direct the Contractor to suspend the provision of Services until such time as the Contractor satisfies Council that the Services will be resumed in conformity with this Contract.

During any period of suspension referred to above, Council shall not be required to make any payments whatsoever to the Contractor. Council may, at its discretion, engage and independent consultant to assess the practices of the Contractor to ensure compliance with relevant health and safety laws and/or the terms of this Contract. If this occurs, the Contractor will comply and co-operate the independent consultant and respond in a timely way to reasonable requests.

If the Contractor fails to rectify any breach of this Contract for which the provision of Services has been suspended, or if the Contractor's performance has involved recurring breaches of health and safety, Council may, at its absolute discretion, terminate the Contract, without further obligation to the Contractor. In this event, Council's liability shall be limited to payment for the Services provided up to the time of termination or an earlier suspension of the Services.

7 Health and Safety Plan

Prior to the provision of Services under this Contract, the Contractor must submit to Council a Health and Safety Plan specific to the Contract and the Services to be provided.

The Health and Safety Plan shall consider and respond to the specific OH&S hazards and issues relevant to the Services to be provided under the Contract and shall document the systems and methods to be implemented for the term of the Contract

The Contractor shall complete the Health and Safety Plan in accordance with the requirements set out in clause 7.1 to clause 7.10.

7.1 Contract Description

The Health and Safety Plan should include a brief description of the Services to be provided under the Contract that is sufficiently detailed to provide persons unfamiliar with the Contract with an overview of the type of Services to be provided, and under what conditions the Services will be carried out.

The following information must be included:

(a) a summary of major activities and types of Services to be performed.

(b) a list of tasks or specialist procedures that may require detailed OH&S work procedures and training; and

(c) a list areas of the Contract requiring special consideration from an OH&S perspective, for example:

  (i) presence of members of the public;
  (ii) traffic management;
  (iii) work restrictions (working times, confined spaces); and
  (iv) exposure to hazards (noise, dust, elevated heights, hazardous substances and materials).

7.2 Contract OH&S Structure and System

The Health and Safety Plan should be established around existing OH&S management systems and associated procedures and controls. Reference should be made to existing procedures and documentation in the Health and Safety Plan. This will also assist in minimising the size of the document.

The Contractor must outline the management structure, responsibilities, standards and control systems applicable to the Contract to ensure that OH&S requirements are adequately addressed.

The following information must be included:

(a) the Health and Safety Policy, to be displayed at work sites;

(b) an outline of the Contractor’s health and safety organisation and structure (i.e. names and/or positions of those with specific health and safety responsibilities);

(c) a summary of OH&S roles and responsibilities of the Contractor’s Associates involved in the Contract; and

(d) the position and/or name of a senior person who will liaise with Council on OH&S matters.

7.3 Contract Induction and Safety Training

OH&S legislation requires all employers to ensure that their employees have the skills and training required to carry out their work in a safe manner. The Contractor shall document its safety-training program, ensuring that it has appropriately skilled employees, suitable training programs and adequate supervision for the provision of Services under this Contract.

The following information must be included:

(a) an outline of induction procedures for employees and subcontractors including details of induction course content;

(b) a register of personnel who have satisfactorily completed the induction;

(c) details of relevant employee OH&S training which has/will be provided; and

(d) a register of names and/or positions of employees with authorisations, permits, competency certificates, licences etc who may be required to supervise or undertake specialist work activity.

7.4 Safe Work Practices and Procedures

Relevant safe work practices and procedures must be implemented under the Contract. Where possible, existing OH&S procedures should be used, but specific safe work procedures must be developed for particular hazards not covered by the Contractor's existing procedures. Such hazards must be identified when undertaking the job safety analysis.

The following information must be included:

(a) a list and copies of relevant safe work procedures or instructions;

(b) a list and copies of Contract specific safe work procedures or instructions;

(c) details of site operations that will be subject to permit to work systems;

(d) details of employees and/or subcontractors issued with copies of safe work procedures and instructions; and

(e) safe work procedures and instructions must be recorded on a safe work procedure/instruction register.

7.5 Workplace Health and Safety Inspections

Health and safety inspections play an important role in the identification of hazards at the workplace and in the development of control measures. The Health and Safety Plan must outline the procedures and methods by which contract workplaces will be inspected on a regular basis.

The following information must be included:

(a) details of how workplace health and safety inspections will be undertaken during the term of the Contract including:

  (i) checklists to be used;
  (ii) frequency of inspections;
  (iii) team members; and
  (iv) actioning of inspection findings.

(b) details of hazard reporting procedures for the Contract, including hazard report forms; and

(c) details of specific activities or areas targeted for inspection, i.e. plant, hazardous materials, electrical safety.

7.6 Health and Safety Consultation

Consultation with employees allows health and safety issues to be dealt with in a manner that promotes ownership and prompt resolution.

The following information must be included:

(a) a list of current employer and employee health and safety representatives;

(b) details of the membership and operation of the safety committee; and

(c) reference to company issue resolution procedures.

7.7 Emergency Procedures

There is the potential for a range of emergency situations to occur both on-site and off-site in relation to the Services to be provided under this Contract. These situations need to be identified and specific emergency procedures developed and made known.

The following information must be included:

(a) an overall emergency plan and structure for the Contract;

(b) a register of emergency equipment and locations i.e. first aid equipment, fire extinguishers;

(c) a register of current qualified first aiders; and

(d) arrangements for co-ordination with other work site occupants in the event of an emergency.

7.8 Incident Recording and Investigation

All incidents associated with the Contract involving personal injury, medical treatment or property damage must be recorded and investigated.

The following information must be included:

(a) details of incident reporting and investigation system and procedures;

(b) details of how High Risk Category and Medium Risk Category incidents will be notified to Council; and

(c) details of how incident statistics are to be compiled and distributed.

7.9 Health and Safety Performance Monitoring

The following information must be included:

(a) details of how health and safety performance statistics associated with the Contract are reviewed;

(b) details of how monthly health and safety performance reports will be compiled for review by Council;

(c) the nature of health and safety performance information presented to employees on a regular basis; and

(d) an outline of auditing program to evaluate Health and Safety Plan effectiveness.

7.10 OH&S Performance Reporting

The Contractor must provide Council with evidence of ongoing performance of the Contractor's OH&S Management System and Health and Safety Plan. Without limiting the requirement of this obligation, the Contractor must provide the following information in the form of an OH&S performance report:

(a) the number of working days on the contract;

(b) the number of hazard inspections conducted by the Contractor;

(c) the number of injuries suffered by employees and sub-contractors resulting in lost time;

(d) the number of injuries suffered by employees and sub-contractors requiring medical treatment;

(e) the total number of working days lost due to injuries;

(f) a description of the injuries or identified hazards;

(g) a description of corrective actions undertaken and completion dates; and

(h) a sign-off by the Contractor or the Contractor's representative.

The frequency of reporting shall be in accordance with the table below:

Duration of Contract	Reporting Frequency
Up to 2 months	At the completion of the Contract
Longer than 2 months	3 monthly and at the completion of the Contract

The report shall be submitted by the Contractor using the attached OH&S Performance Report Form (Form F06), or similar.

The Contractor shall, when requested by Council, provide additional reports on OH&S inspections, audits or assessments undertaken during the course of the Contract.

SWMS – Safe Work Method Statement

(This form is to be completed by the Contractor prior to commencing works)

E02

Date:	Contractor: .....
Contract Number:	Contractor's Address: .....
Contract Description:	Contractor's Representative: .....
Council's Contract Manager:	Telephone: ..... Mobile: .....
Telephone: ..... Signature:	Fax: ..... Signature: .....

High = Potential to cause death or permanent injury.	**Medium** = Potential to cause lost time injuries.	**Low** = Potential to cause an injury treatable with first aid.

Specific Task / Activity	Potential Hazards / Consequences	Risk Category L, M or H	Control Measures

OH&S Performance Report

F06

(This form is to be used to record the Contractor's OH&S performance)

Contract Number: .....

Contract Description: .....

Contractor: .....

Contractor's Signature: .....

Reporting Period (Enter dates): From ..... to.....

Performance Indicators

Indicator	Total
The number of working days on the contract.	.....
The number of hazard inspections conducted by the Contractor.	.....
The number of injuries suffered by employees & sub-contractors resulting in lost time.	.....
The number of injuries suffered by employees & sub-contractors requiring medical treatment.	.....
The total number of working days lost due to injuries.	.....

OH&S Corrective Actions

Description of Injury / Hazard	Corrective Action Taken	Date Completed
....	....	.....
....	....	.....
....	....	.....

Council Use Only

Date Received: .....

Contract Manager's Signature: .....

Please send a copy of this Form to Council's Occupational Health & Safety Advisor

Date Sent: .....

ATTACHMENT 6

CONTRACTOR’S TENDER

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(Successful Service Provider’s tender to be inserted upon awarding of Contract)