



Request for Tender

Request for Tender:	Provision of Cleaning Services in the Bremer Bay Area
Deadline:	2:30pm, Tuesday 30 April 2013
RFT Number:	RFT 01/13

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1 Conditions of Tendering

1.1 Contract Requirements in Brief

The Principal is seeking a suitably qualified and competent Contractor to undertake cleaning Services for various assets within its boundaries. The area subject to the work is Bremer Bay.

A full statement of the Requirements required under the Contract appears in the Specifications – Part 2 and Conditions of Contract – Attachment 3.

1.2 Definitions

Below is a summary of some of the important defined terms used in this Request:

Attachments:	The documents you attach as part of your Tender;
Contract:	Means the document, which constitutes or evidences or, as the case may be, all the documents, which constitute or evidence the final and concluded agreement between the Principal and the Contractor(s);
Contractor:	Means the person or persons, corporation or corporations who's Tender is accepted by the Principal, including the executors or administrators, successors and assignments of such person or persons, corporation or corporations;
Deadline:	The Deadline for lodgement of your Tender as detailed on the front cover of this Request;
General Conditions of Contract:	Means the General Conditions of Contract for the Supply of Goods and/or Provision of Services provided in Appendix 2 of this Request;
Letter of Engagement:	Means the letter from the Principal to the Contractor whereby the Contractor is engaged to provide the Services;
Offer:	Your offer to supply the Requirements;
Principal:	Means the Western Australian Local Government known as the Shire of Jerramungup;
Request Or RFT Or Request for Tender	This document;
Requirements:	The Goods and/or Services requested by the Principal;
Selection Criteria:	The Criteria used by the Principal in evaluating your Tender;
Specification:	The Statement of Requirements that the Principal requests you to provide if selected;
Tender:	Completed Offer, response to the Selection Criteria and Attachments;

Tenderer:	Someone who has or intends to submit an Offer to the Principal;
Tenderlink:	Means the web based portal to be used for downloading information from both the Principal and prospective Tenderers. This medium operates through the website www.Tenderlink.com/walga This portal is also used for the lodgement of Tenders;
Tender Period:	The time between advertising the Request and the Deadline.

1.3 Tender Documents

This Request for Tender is comprised of the following parts:

- a) Part 1 – Conditions of Tendering;
- b) Part 2 – Specifications;

Separate Documents include:

- c) Attachment 1 - Maps
- d) Attachment 2 – Price Schedule;
- e) Attachment 3 - General Conditions of Contract;
- f) Addenda and any other special correspondence issued to Tenderers by the Principal.

1.4 Contact Person

Tenderers should not rely on any information provided by any person other than the person listed below:

Name:	Segolene Macle
Position	Procurement Consultant - WALGA
Telephone:	(08) 9213 2067
Email:	smacle@walga.asn.au

1.5 Requests for Clarification

Tenderers may submit a written request for clarification on any part of the RFT documents prior to lodgement of their Tenders. Written clarifications must be made using the online forum on the tender details page of Tenderlink and may be subject of an Addendum to this Request.

No requests for information or clarification to the RFT Documents will be accepted later than four (4) working days prior to the Deadline of this Request.

1.6 Tender Briefing/Site Inspection

Attendance at the scheduled tender briefing is mandatory. Failure to attend this briefing will render the Tenderer ineligible to Tender.

Tenderers are required to attend a briefing on Wednesday, 10 April 2013 at 3:00pm.

The meeting will be held at the Bremer Bay Community Resource Centre, located at Mary Street, Bremer Bay.

The briefing and inspection will provide Tenderers with the opportunity to familiarise themselves with the scope of the contract and clarify any uncertainties prior to the closing of the tender.

Please confirm with the contact person nominated in this Request your attendance at this meeting no later than Monday, 8 April 2013.

1.7 Lodgement of Tenders

The tender must be lodged by the Deadline.

Lodgement of Tenders must be made on the Tenderlink Portal.

- a) Carefully read all parts of this document.
- b) Ensure you understand the Requirements.
- c) Log into the Tenderlink Portal using the following hyperlink:

<https://www.tenderlink.com/walga/>

Note that a registration process is required when accessing the Tenderlink Portal for the first time.

- d) Select and Login to the relevant Request.
- e) Ensure that you answered all the Selection Criteria in your Tender;
- f) Lodge your Tender before the Deadline.

The Contact Person as nominated in clause 1.4 can provide assistance in using the Tenderlink Portal.

Hard copies of Tenders, as well as Tenders submitted by email or facsimile or any other means other than the Tenderlink Portal will not be accepted.

1.8 Tenderlink Portal Conditions of Use

In preparing a Tender using the Tenderlink Portal, Tenderers must agree to the following Conditions:

- a) In submitting a Tender electronically, Tenderers represent that they have taken reasonable steps to ensure that electronic Tender files are free of viruses, worms or other disabling features which may affect the Tenderlink Portal and/or

the Principal's computing environment. Tenders found to contain viruses, worms or other disabling features may be excluded from the evaluation process.

- b) Tenderers should allow sufficient time for Tender lodgement, including time that may be required for any problem analysis and resolution prior to the Deadline.
- c) Where electronic submission of a Tender has commenced prior to the Deadline and is not completed successfully by the Deadline, the Tender will not be accepted and will be deemed to be a late Tender.
- d) Tenders lodged through Tenderlink Portal will be deemed to be authorised by the Tenderer.
- e) The Tenderlink Portal is designed to prevent lodgement of a Tender after the Deadline.
- f) Tenderers acknowledge that although the Principal has implemented security measures, the Principal does not warrant that unauthorised access to information and data transmitted via the Internet will not occur.
- g) Tenderers acknowledge that:
 - lodgement of their Tender on time and in accordance with these Conditions of Tender is entirely their responsibility; and
 - the Principal will not be liable for any loss, damage, costs or expenses incurred by Tenderers or any other person if, for any reason, a Tender or any other material or communication relevant to this Request is not received on time, is corrupted or altered or otherwise is not received as sent, cannot be read or decrypted, or has its security or integrity compromised.

1.9 Rejection of Tenders

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

- a) It is not submitted before the Deadline; or
- b) It is not submitted on the Tenderlink Portal as the means specified in this Request; or
- c) Where the electronic submission of a Tender has commenced prior to the Deadline and is not completed successfully by the Deadline, the Tender will not be accepted and will be deemed to be a Late Submission; or
- d) Tenders submitted with electronic files that cannot be read or decrypted; or
- e) Tenders which the Principal believes to potentially contain any virus, malicious code or anything else that might compromise the integrity or security of Tenderlink Portal or and/or the Principal's computing environment.

1.10 Acceptance of Tenders

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

1.11 Disclosure of Contract Information

Documents and other information relevant to the contract may be disclosed when required by law under the Freedom of Information Act 1992 or under a Court order.

All Tenderers will be given particulars of the successful Tenderer(s) or be advised that no Tender was accepted.

1.12 Tender Validity Period

All Tenders will remain valid and open for acceptance for a minimum period of ninety (90) days from the Deadline or forty-five (45) days from the Principal's resolution for determining the Tender, whichever is the later unless extended on mutual agreement between the Principal and the Tenderer in writing.

1.13 Precedence of Documents

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

1.14 Alternative Tenders

Alternative Tenders may be accompanied by a conforming Tender.

Tenders submitted as Alternative Tenders or made subject to conditions other than those stated in this Request must in all cases arising be submitted in writing as part of your Tender.

The Principal may in its absolute discretion reject any Alternative Tender as invalid.

Where an alternative Tender is offered, the Tenderer shall include a fully detailed description and shall state clearly the manner in which it differs from that specified.

Any printed "General Conditions of Contract" shown on the reverse of a Tenderer's letter or quotation form will not be binding on the Principal in the event of a Contract being awarded unless the Tender is marked as an Alternative Tender.

1.15 Tenderers to Inform Themselves

Tenderers warrant and shall be deemed to have:

- a) examined this Request and any other information available in writing to Tenderers for the purpose of responding;
- b) examined all further information relevant to the risks, contingencies, and other circumstances having an effect on their Tender which is obtainable by the making of reasonable enquires;
- c) satisfied themselves as to the correctness and sufficiency of their Tender including proposed prices which will be deemed to cover the cost of complying with all the Conditions of Tender and of all matters and things necessary for the due and proper performance and completion of the work described therein;
- d) acknowledged that the Principal may enter into negotiations with a chosen Tenderer and that negotiations are to be carried out in good faith; and
- e) satisfied themselves they have a full set of the Request documents and all relevant attachments.

1.16 Alterations

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

The Principal will issue an addendum to all registered Tenderers (via Tenderlink) where matters of significance make it necessary to amend or supplement the issued Request documents before the Deadline.

1.17 Risk Assessment

The Principal may have access to and give consideration to:

- a) any risk assessment undertaken by any credit rating agency;
- b) any financial analytical assessment undertaken by any agency; and
- c) any information produced by the Bank, financial institution, or accountant of a Tenderer;

so as to assess that Tender and may consider such materials as tools in the Tender assessment process.

Tenderers may be required to undertake to provide to the Principal (or its nominated agent) upon request all such information as the Principal reasonably requires to satisfy itself that Tenderers are financially viable and have the financial capability to provide the Services for which they are submitting and meet their obligations under any proposed Contract. The Principal reserves the right to engage (at its own cost) an independent financial assessor as a nominated agent to conduct financial assessments under conditions of strict confidentiality.

For this assessment to be completed, a representative from the nominated agent may contact you concerning the financial information that you are required to provide.

The financial assessment is specifically for use by the Principal for the purpose of assessing Tenderers and will be treated as strictly confidential.

1.18 Evaluation Process

This is a Request for Tender.

Your Tender will be evaluated using information provided in your Tender.

The following evaluation methodology will be used in respect of this Request:

- a) Tenders are checked for completeness and compliance. Tenders that do not contain all information requested may be excluded from evaluation.
- b) Tenders are assessed against the Selection Criteria. Contract costs are evaluated (e.g. tendered prices) and other relevant whole of life costs are considered.
- c) The most suitable Tenderers may be short listed and may also be required to clarify their Tender, make a presentation, demonstrate the product/solution offered and/or open premises for inspection. Referees may also be contacted prior to the selection of the successful Tenderer.

A Contract may then be awarded to the Tenderer whose Tender is considered the most advantageous Tender to the Principal.

1.19 Selection Criteria

The Contract may be awarded to a Tenderer who best demonstrates the ability to provide quality products and/or services at a competitive price. The tendered prices will be assessed together with qualitative and compliance criteria to determine the most advantageous outcome to the Principal.

The Principal has adopted a best value for money approach to this Request. This means that, although price is considered, the Tender containing the lowest price will not necessarily be accepted, nor will the Tender ranked the highest on the qualitative criteria.

A scoring system will be used as part of the assessment of the qualitative criteria. Unless otherwise stated, a Tender that provides all the information requested will be assessed as satisfactory. The extent to which a Tender demonstrates greater satisfaction of each of these criteria will result in a greater score. The aggregate score of each Tender will be used as one of the factors in the final assessment of the qualitative criteria and in the overall assessment of value for money.

1.20 Compliance Criteria

These criteria are detailed below will not be point scored. Each Tender will be assessed on a Compliant/Non-Compliant basis as to whether the criterion is satisfactorily met. An assessment of “Non-Compliant” against any criterion may eliminate the Tender from consideration.

The criteria contained below are for information purposes. Tenderers must respond to these criteria within the WALGA Provider Portal.

a) Respondent Profile

- i. Provide the Tenderers Australian Business Number (ABN) and Registered Entity Name.
- ii. Provide details of the Tenderers person authorised to prepare your response to this Request including; full name, position title, postal address, phone number and email address.
- iii. Provide a minimum of two referees, including the name, position, telephone, email address and type of service provided. Describe the nature of the relationship and relevance to this Request.

b) Respondent's Declaration

- i. By indicating Comply I (The Tenderers Authorised Person) We (The Tenderer) agree that I am/We are bound by, and will comply with the Conditions of Tender contained in this Request.

I/We agree that there will be no cost payable by the Principal towards the preparation or submission of this Request irrespective of its outcome.

By submitting this Response, I the person named as the authorised person, confirm my understanding that by lodging a Tender, in accordance with Part 1 of this Request, I understand no physical signature is required on this Declaration; that by lodging this Tender I am automatically providing an electronic signature for this Declaration in accordance with the Electronic Transactions Act 1999 (Cth) and corresponding state and territory acts.

c) Financial Position

- i. Does your organisation have the ability to pay all debts in full as and when they fall due? (If no, please provide details)
- ii. Does your organisation have any current litigation, claim or judgement as a result of which you may be liable for \$50,000 or more? (If yes, please provide details)

d) Conflict of Interest

- i. Will any actual or potential conflict of interest in the performance of your obligations under the Contract exist if you are awarded the Contract, or are any such conflicts of interest likely to arise during the Contract?

e) Insurance Details

- i. Please provide your insurance details meeting the requirements of the Request for the following:
 - Motor Vehicle Insurance Insurer; Broker / Policy Number / Value (\$) / Expiry Date
 - Public Liability Insurance Insurer; Broker / Policy Number / Value (\$) / Expiry Date
 - Workers Compensation Insurance Insurer; Broker / Policy Number / Value (\$) / Expiry Date

f) Alternative Tenders

- i. Tenderers are to provide their proposed alternative Tender in this criterion in accordance with clause 1.14 of this Request.

g) Addendums / Acknowledgement

- i. Tenderers are to acknowledge receipt of any addendums issued and whether you have allowed for any price adjustments resulting in any issued addendum.

h) Pricing

- i. Please complete Attachment 2 – Price Schedule.

1.21 Qualitative Criteria

In determining the most advantageous Tender, the Evaluation Panel will score each Tenderer against the qualitative criteria as detailed below. Each criterion is weighted to indicate the relative degree of importance that the Principal places on the technical aspects of the goods or services being purchased.

It is essential that Tenderers address each qualitative criterion in the WALGA Provider Portal. Information that you provide addressing each qualitative criterion will be point scored by the Evaluation Panel. Failure to provide the specified information may result in elimination from the tender evaluation process or a low score.

<p>a) Relevant Knowledge and Experience</p> <p>Tenderers are required to outline:</p> <ul style="list-style-type: none"> i. Similar contracts undertaken in the past 5 years, particularly those that include the same type of assets as this Tender; ii. Relevant specific staff experience in performing the required tasks including any qualifications; iii. Equipment, materials and infrastructure to be used in undertaking the Scope of Works. iv. Contingency plan as to how the works will be undertaken if the Contractor is unable to provide the service, e.g. holidays or sickness. 	<p>Weighting <30%></p>
<p>b) Knowledge of Local Conditions</p> <p>Tenderers are required to outline:</p> <ul style="list-style-type: none"> i. Knowledge of the area subject to the Scope of Works; ii. Staff experience in the area; iii. Understanding of the assets subject to the Scope of Works. 	<p>Weighting <20%></p>
<p>c) Price</p> <p>This is a fixed rate Contract. However the submitted price is to be based on an hourly rate which includes all costs in performing the Scope of Works.</p> <p>The Tender submission is to be based on an hourly rate multiplied by a number of hours to give a lump sum annual price; all components (including materials) are to be included in the Tender.</p>	<p>Weighting <50%></p>

1.22 Price Considerations

The non-weighted cost method is used where functional considerations such as capacity, quality and adaptability are seen to be crucial to the outcome of the contract. The evaluation panel will make a series of value judgements based on the capability of the Tenderers to complete the Requirements and a number of factors will be considered including:

- a) the qualitative ranking of each Tenderer; and
- b) the pricing submitted by each Tenderer.

Once the tenders have been ranked, the evaluation panel will make a value judgement as to the cost affordability, qualitative ranking and risk of each Tender, in order to determine the Tender which is most advantageous to the Principal.

The proposed price will be considered along with related factors affecting the total cost to the Principal (e.g. the lifetime operating costs of goods or the Principal's contract management costs may also be considered in assessing the best value for money outcome).

The Tenderer shall lodge with the Principal a detailed Schedule of Prices and Rates in the format as shown in the Price Schedule. The breakdown shall be used during the currency of the Contract for the valuation of work.

All prices for goods and/or services offered under this Request are to be fixed for the term of the Contract. All prices submitted shall be in Australian Currency.

Unless otherwise indicated prices tendered must include all applicable levies, duties, taxes and charges. Any charge not stated in the Tender, as being additional will not be allowed as a charge for any transaction under any resultant Contract.

1.23 Regional Price Preference

Tenderers for these works may be afforded a preference in accordance with Regulation 24A-G of the Local Government (Functions and General) Regulations and the Principal's Regional Preference Policy.

The Policy stipulates that:

1. Price Preference will apply to all quotations or Tenders invited by Council for the supply of Goods and Services, unless Council resolves that this Policy not apply to a particular Tender.
2. The following levels of preference will be applied under this Policy:
 - a. All Goods and Services under \$50,000 in value:
10% price discount to businesses within the Shire of Jerramungup.
 - b. All Good and Services between \$50,000 and \$500,000 in value:
5% price discount to businesses within the Shire of Jerramungup.
3. The levels of preference stated in 2 above, will only apply to businesses that have been located within the local government areas for at least six (6) months prior to the closing date of the quotations or tenders.
4. Staff should also note that price is only one of the factors to be evaluated when Council decides to accept a tender it thinks would be most advantageous to accept. These factors should be detailed in the tender specifications, which available for all applicants to inspect.

1.24 Price Basis

All prices for goods/services offered under this Request are to be fixed for the first twelve (12) months of the Contract, after which they shall be subject to annual adjustments.

All prices will vary in accordance with the Conditions of Contract.

Tendered prices must include the Goods and Services Tax (GST) and be in Australian currency.

Some mechanisms that may be used to determine price variations include the Australian Consumer Price Index, Australian Bureau of Statistics indices and official interest rates. Price variation mechanisms should include the time of enactment, the period the indices may cover and the actual indices.

1.25 Ownership of Tenders

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

1.26 Canvassing of Officials

If a Tenderer, whether personally or by an agent, canvasses any of the Principal's Commissioners or Councillors (as the case may be) or Officers or Agents or Principal's Representatives with a view to influencing the acceptance of any Tender made by it or any other Tenderer, then regardless of such canvassing having any influence on the acceptance of such Tender, the Principal may at its discretion omit the Tenderer from consideration.

1.27 Identity of the Tenderer

The identity of the Tenderer is fundamental to the Principal. The Tenderer will be the person, persons, corporation or corporations named as the Tenderer within your Tender. Upon acceptance of the Tender, the Tenderer will become the Contractor.

1.28 Costs of Tendering

The Principal will not be liable for payment to the Tenderer for any costs, losses or expenses incurred by the Tenderer in preparing their Offer.

1.29 Tender Opening

Tenders will be opened at, WALGA, 15 Altona Street West Perth WA 6005, as soon as practicable following the advertised Deadline. All Tenderers and members of the public may attend or be represented at the opening of Tenders.

The names of the persons who submitted a Tender by the due Deadline will be read out at the tender opening. No discussions will be entered into between Tenderers, members of the public and the Principal's officers present or otherwise, concerning the Tenders submitted.

1.30 In House Tenders

The Principal does not intend to submit an In House Tender.

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2 Specification

2.1 Contract Requirements in Brief

The Principal is seeking a suitably experienced and qualified Contractor to provide Cleaning Services to various assets within its boundaries. The area subject to the work is Bremer Bay.

This Specification provides the minimum requirements enabling the Contractor to perform the required cleaning Services to the Principal.

The public facilities that require attention consist of:

- a) Barbecue;
- b) Bins;
- c) Fish Cleaning Stations;
- d) Fish Offal Bins;
- e) Public Toilets,
- f) Gazebo's.

NOTE:

Within the detailed list of facilities requiring cleaning, it should be noted that throughout the term of the contract due to various factors (renovations, additions, closures etc.) programmed cleaning of selected sites may be suspended. The Principal may negotiate a contract variation with the successful contractor based on any new requirements.

2.2 Definitions

Below is a summary of some of the important defined terms used in this Part:

Contractors Representative:	Means any officer or person duly authorised by the Contractor, in writing, to act on its behalf for the purpose of the Contract;
Contractor Personnel:	Means all persons employed or sub-contracted by the Contractor on duties relating to the Contract;
Principals Representative:	Means any officer or person duly authorised by the Principal, in writing, to act on its behalf for the purpose of the Contract;
Works or Services:	Means the Works or Services, which the Contractor is required to provide to the Principal under the Contract;
Premises or Facility:	The Premises and Facilities subject to the cleaning Services required to be undertaken by the Contractor

2.3 Scope of Work

The Contractor shall inspect all assets daily and undertake cleaning of the relevant assets in line with the definitions and standards of this specification. It is acknowledged that the workload in bringing assets to an appropriate standard will differ significantly from peak to off peak seasons. The Tenderer is to factor this into its submission.

NOTE: It is the Principals preference for sub-contractors not to be used in undertaking the works.

Whilst every endeavour has been made to include all aspects of the cleaning maintenance program, any obvious exclusions relating to a particular site are to be taken as inclusive of the general cleaning requirement.

2.4 Price Considerations

The Tender is to be based on an hourly rate multiplied by a number of hours to give a lump sum annual price. All components (including materials) are to be included in the Tender.

2.5 Peak Times

The work is subject to seasonal fluctuations. From Christmas to Easter the population can peak to 10,000, other times it is about 600. It is important, particularly during peak times, that the work is undertaken so as to cause minimal disruption to those using the facilities. This may mean undertaking works outside normal business hours.

2.6 Cleaning Schedules

Asset	Number	Location	Cleaning Frequency
Barbecue	1	Refer to Attachment 1 - Maps	Daily
Bins	29		
Fish Cleaning Stations	2		
Fish Offal Bins	4		
Public Toilets	5		
Gazebo's	3		

2.7 Cleaning Standards and Outcomes

- Barbecues

These are to have the hot plate scraped down, scrubbed and washed so that it is clean and free of any waste including grease. The fat receptacle is to be removed, emptied, cleaned and replaced.

All visible dirt, litter and grime is to be removed from the barbecue and surrounding area.

- External and Internal Surfaces

After hosing, sweeping and cleaning of walls, doors, floors, eaves, walkways and other surfaces is complete all areas must be free of dust, cobwebs, accumulated dirt litter, sand and excess water leaving the surfaces clean and reasonably dry.

- Fish Cleaning Bins

At each fish cleaning station are two 120 litres Mobile Garbage Bins for the disposal of Fish offal. After emptying and cleaning these are to have the liner replaced, be clean inside and out and odour free.

- Floors

All floors are to be free of visible dust, loose dirt and litter.

- Fly Screens/Grills and Window Frames

Grills are to be removed and cleaned where possible. Screens, grills and window frames are to be cleaned so they are free of dust, dirt and grime.

- Glass Windows

Windows are to be washed and all marks and dirt on windows must be removed leaving the surface streak free clean and unmarked.

- Rubbish Bins

After emptying of rubbish bins has taken place, the bins must be free of dirt and litter. Liners must be changed with a size compatible to that of the bin and suitable for putrescible waste.

- Sinks

All sinks and surrounding surfaces are to be cleaned with a quality disinfectant and left free of dirt dust and grime.

- Toilet Pans and Urinals

All toilet bowls and urinals are to be cleaned with an appropriate industrial cleansing agent. They must be left free of calcium or acidic build up , odour, bacteria, cleaning residue and visible dirt or grime.

- Waste Disposal

All waste (including offal) is to be disposed of in accordance with relative legislation and is the responsibility of the contractor.

2.8 Hours of Work

The hours of work are to be determined by the Contractor, working at times which does not conflict with the use of the assets.

The hours of work have to be mutually agreed upon prior to the Contract commencement.

2.9 Additional Cleaning

From time to time the Principal may require additional cleaning and when these additional Services are required, the Principal shall notify the Contractor in writing and provide a minimum of forty eight (48) hours notice.

2.10 Emergency Cleaning

The Contractor must provide an after-hours contact phone number for any emergency cleaning that is deemed necessary. This work is to be invoiced separately at the hourly hour as submitted in the Tender document.

2.11 Occupational Safety Health and Welfare

The Contractor shall provide upon appointment:

- A list of products intended for use in the maintenance of this Contract with Material Safety Data Sheets
- The Contractor shall place copies of Material Safety Data Sheets in the allocated Storage Area, and have them available for inspection at all times
- Where products are varied from those originally listed, the Contractor shall provide a new list and Material Safety Data Sheets to the Principal immediately the variation occurs.

The Contractor is responsible for the safety of persons working on site and to take all precautions to protect the public for the duration of the contract period.

The Contractor is to be familiar and compliant to the requirements contained in the Occupational Safety and Health Act 1984 and the Occupational Safety and Health

Regulations 1996. These documents are available from:
http://www.slp.wa.gov.au/legislation/agency.nsf/docep_menu.htmlx&category=4

2.12 Personnel

2.10.1 The Contractor shall to the satisfaction of the Principal, provide adequate supervision and employ and maintain during the whole term of the Contract, a sufficient number of trained and efficient staff necessary for the due carrying out of the provisions of the Specification and Scope of Works.

2.10.2 The Contractor's representative shall have sufficient command of the English language and of relevant technical terminology to be able to read, converse and receive instructions in English.

2.10.3 The Contractor shall make a duly authorised senior representative available to the Principal to receive instructions.

2.10.5 The Contractor shall make the contract Personnel familiar with all contents and conditions of this Contract, which are relevant to them.

2.10.6 The Principal shall be provided with the names and contact phone numbers of the Contract Personnel involved in performing the contracted services upon request.

2.10.7 All staff employed on site shall have a current State Police Clearance. Clearances and/or proof of application must be provided to the Principal if requested.

2.10.8 Neither the Contractor nor the Contract Personnel shall consume or store alcoholic beverage in or around the premises.

2.10.9 All buildings are non-smoking areas and as such all cleaning staff shall abide by this requirement while on those premises.

2.10.11 Police clearance may be required if requested by the Principal.

2.13 Storage

Some storage space will be provided at the Principals Bremer Bay depot. All materials and equipment are to be stored in line with manufacturer's instructions, any applicable Material Data Sheets and relevant acts and regulations for the storage of inflammable liquids and poisons.

2.14 Performance Inspection

The Contractor and preferably the Principal's Representative will complete an inspection report on a periodic basis and submit copies to the Principal for comment.

2.15 Cleaning Requirements

The contracted services will include the supply of all materials and equipment used in the execution of the works including a suitable vehicle for emptying bins.

2.15.1 Toiletries, Bin Liners and Other Consumables

All cleaning materials, toilet tissues, paper towels, liquid soap, bin liners etc. are to be supplied by the Contractor and the cost of such provisions are to be included in the Contractor's fee structure.

In the event that new cleaning materials are introduced the Contractor must provide the applicable MSDS sheet. No new materials shall be introduced by the Contractor without the written authorisation from the Principal

2.15.2 Cleaning Equipment

The Contractor shall supply all cleaning equipment and materials.

2.15.3 Safety Signage

The Contractor shall display all safety signage – i.e. "Caution Wet Floors".

2.15.4 Current Equipment and Materials

The following is an indication of the equipment and materials currently used in undertaking the work:

- High pressure hoses
- Garden hoses
- Heavy and light duty brooms
- Mops
- Toilet brushes
- Various sponges scourers and wipes
- Metal brush on handle for cleaning urinal drains
- Multi clean, domestos, bleach and bathroom cleaner
- Spray and wipe, glass cleaner and stainless steel cleaner
- Skin lotion soap
- Disinfectants, hydrochloric acid and toilet bowl cleaner
- Standard toilet rolls
- 2 ply jumbo toilet rolls

- 240lt heavy duty garbags
- 36lt garbags
- Compact handtowel, slim hand towel and other accessories.

2.16 Nature and Quantity of Work

The Principal does not give any assurance as to the nature or quantity of work that could be allocated.

2.17 Reports

2.17.1 Recipient Tax Invoice

A Recipient Tax Invoice is to be generated by the Contractor and submitted to the Principal office every month. The Invoice is to separate costs into Cost Centres as directed by the Principal.

2.17.2 Damage Report

If maintenance requirements outside the scope of this Contract such as vandalism and damage are observed by the Contractor they are to be reported to the Principal, including fresh water tank levels.

2.17.3 Record of Work

The Contractor is required to keep a proper and accurate record of work undertaken. The Principal may request a specific format and medium for this recording.

2.17.4 Works Inspection

Works will be inspected regularly by a Principals Representative to ensure works have been undertaken in accordance with this Specification. At the request of the Principal or the Contractor the parties shall meet to review the effectiveness of the service rendered and to modify or adjust any requirements or procedures deemed necessary.

2.18 Application of Laws

The Contractor shall in the performance of its obligations under this Contract, at all times, duly perform and fulfil the requirements under any statutes of the Commonwealth of Australia, or of the State of Western Australia, or any local laws, ordinances or regulations of any authority constituted under such statutes.

2.19 Subcontractors and Volunteers

The Contractor is responsible for the activities of its Subcontractor(s) and volunteer(s) with respect to the Works, including, but not limited to administering, coordinating, supervising and generally attending upon the execution of work under the Contract. The Contractor shall provide for each Subcontractor all normal facilities for the proper performance of the work under the contract including but not limited to: (a) access to site; (b) storage areas; (c) water, light and power supplies; (d) sanitary conveniences; (e) statutory amenities for drinking water, messing and changing; (f) storage of tools; (g) first aid and safety measures; and any additional facilities required.

Any Subcontractor(s) and/or volunteer(s) are bound by the terms and conditions of the Contract as for the Contractor, including the Safety and Health Act 1984 and the Occupational Safety and Health Regulations of 1996.

NOTE: It is the Principals preference for sub-contractors not to be used in undertaking the works.

2.20 Marketing

The Contractor must not reproduce, in whole or part any materials or logos, without the express written permission of the Principal.

2.21 Duration of Contract

This Contract will start in June 2013 be for a period of one (1) year. A further two (2) years Principal option is available at the sole discretion of the Principal. The Principal options may be for a fixed term, or a succession of multiple terms, subject to performance and retention of minimum volumes of business up to a maximum term of (1) one year in total.

In the event of the Contractor failing in any manner to carry out the Contract to the Principal's satisfaction, the Principal may forthwith determine the Contract by written notice to the Contractor.