



Request for Tender

Request for Tender:	Provision of Cleaning Services for the Bremer Bay Area
Deadline:	12 October 2022, at 2pm WST
Address for Delivery:	8 Vasey Street Jerramungup WA 6337 Email tenders accepted: <i>tenders@jerramungup.wa.gov.au</i>
RFT Number:	RFT 01/22

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1 Contract Overview

1.1 Contract Requirements in Brief

The Shire of Jerramungup is seeking a suitably experienced and qualified Contractor to provide Cleaning Services to various assets within the Bremer Bay area. The public facilities that require attention consist of:

- barbecues;
- bins;
- fishing cleaning stations;
- fish offal bins;
- public parks
- public toilets; and
- gazebos

1.2 Timelines

The contract for the cleaning services will commence 1 December 2022 with the Term of the Contract being 3 (Three) Years. A further 2 (Two) year option is available at the sole discretion of the Principal subject to a satisfactory performance review.

2 Conditions of Tendering

2.1 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 of evidence the final and concluded agreement between the Principle and the Contactors(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 the Provision of Services provided in Part 4.
Letter of Engagement:	Means the letter from the Principle to the Contractor(s) whereby the Contractor(s) is engaged to provide the services.
Offer:	Your offer to supply the Requirements.
Principal:	The Shire of Jerramungup
Request or RTF or Request for Tender	This document.
Requirement:	The 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:	Response to the Selection Criteria and Attachments.
Tenderer:	Someone who has or intends to submit an Offer to the Principal.
Tender Open Period:	The time between advertising the Request and the Deadline.

2.2 Tender Documents

This Request for Tender is comprised of the following parts:

Part 1 – Contract Overview (*read and keep this part*).

Part 2 – Conditions of Tendering (*read and keep this part*).

Part 3 – Specification (*complete and return this part*).

Part 4 – General Conditions of Contract (*read and keep this part*).

Part 5 – Tenderer's Offer (*complete and return this part*).

Separate Documents

- a) Addenda and any other special correspondence issued to Tenderers by the Principal.
- b) Any other policy or document referred to but not attached to the Request.

The following information is to be completed as part of the Tenderer's submission and are attached under the relevant criterion.

- a. RFT 01/22 General Conditions Departures Schedule
- b. RFT 01/22 Price Schedule
- c. RFT 01/22 Relevant Experience
- d. Shire of Jerramungup AP3 - Regional Price Preference Policy

2.3 Contact Persons

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

Name:	Noel Myers
Position:	Manager of Development
Telephone:	0499 351 108
Email:	planning@jerramungup.wa.gov.au

2.4 Requests for Clarification

Tenderers may submit a written request for clarification on any part of the RFT documents prior to lodgement of their Tender. Written clarifications must be made via the email address listed in Section 2.3 Contact Persons.

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.

2.5 Site Inspection

A Site Inspection meeting is not mandatory however is available if required. A Site Inspection will provide Tenderers with the opportunity to clarify any uncertainties prior to the closing of the tender.

Tenderers who wish to attend a Site Inspection meeting must contact the Contact Person in Section 2.3, by no later than Wednesday 28 September 2022.

2.6 Lodgement of Tenders and Delivery Method

The Tender must be lodged by the Deadline. The Deadline for this request is 2.00pm WST, 12 October 2022.

Tenders can be lodged in two forms:

1. Hard Copy

The Tender is to be:

- a) Placed in a sealed envelope clearly endorsed with the tender number and title as shown on the front cover of this Request; and
- b) Delivered by hand and placed in the Tender Box at 8 Vasey Street, Jerramungup (by the Tenderer or the Tenderer's private agent) or sent through the mail to the Chief Executive Officer, 8 Vasey Street, Jerramungup, 6337.

Tenderers must ensure that they have provided 2 signed copies of their Tender; one to be marked "ORIGINAL" and unbound and clipped (not stapled) and the other(s) to be marked "COPY" and bound. All pages must be numbered consecutively and the Tender must include an index. Any brochures or pamphlets must be attached to both the original and the copies.

2. Email

- a) Electronic mail (email) Tenders will be accepted.
- b) Email tenders must be submitted to tenders@jerramungup.wa.gov.au and received by the Deadline. Failure to submit an electronic mail tender to this email address and have it received by the Deadline will render the electronic mail tender invalid.
- c) To ensure the integrity of the tender process, electronic mail tenders should only be submitted to the designated tender submission email address with the subject being the tender number **RFT 01/22**. Do not send Tender Submissions to staff email addresses, including the Principal's contact.

Emailed Tenderers must ensure that a signed copy of their Tender is submitted. All pages submitted must be numbered consecutively and the Tender must include an index. Any brochures or pamphlets must be attached.

Tenders will NOT be accepted by Facsimile

2.7 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 at the place specified in the Request; or

- c) tenders submitted with electronic files that cannot be read or decrypted; or
- d) It fails to comply with any other requirements of the Request.

2.8 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.

2.9 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 or be advised that no Tender was accepted.

2.10 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.

2.11 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.

2.12 Alternative Tenders

All Alternative Tenders may be accompanied by a conforming Tender.

Tenders submitted as Alternative Tenders or made subject to conditions other than the General Conditions of Contract must in all cases be clearly marked "**Alternative Tender**".

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

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.

2.13 Tenderers to Inform Themselves

Tenderers will be deemed to have:

- a) examined the Request and any other information available in writing to Tenderers for the purpose of tendering;

- 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 Tenders including tendered prices which will be deemed to cover the cost of complying with all the Conditions of Tendering 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.

2.14 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 where matters of significance make it necessary to amend or supplement the issued Request documents before the Deadline.

2.15 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.

2.16 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 (e.g. completed Offer and Attachments) 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.

2.17 Selection Criteria

The Contract may be awarded to a Tenderer who best demonstrates the ability to provide quality 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.

2.18 Compliance Criteria

The Compliance Criteria are detailed below, they 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.

Description of Compliance Criteria		
a)	Tenderer Profile i. Provide the Tenderers Australian Business Number (ABN) and Registered Entity Name and Registered Entity Address. 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. 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.	Yes / No
b)	Tenderer’s Declaration i. By indicating Yes (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.	Yes / No
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). Will you co-operate with an independent financial assessor during the conduct of financial assessments? (If no, please outline your reason why).	Yes / No
d)	Conflict of Interest 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? (If yes, please provide details.)	Yes / No

e)	<p>Insurance Details</p> <p>Does the Tenderer maintain the minimum insurance requirements as detailed in this Request? If Yes, provide evidence of the Tenderer's insurance policies that meets the requirements for the following:</p> <ul style="list-style-type: none"> • Public and Products Liability – for an amount of indemnity of not less than \$20,000,000 for any one occurrence and unlimited as to the number of occurrences and products liability policy for an amount of indemnity of not less than \$20,000,000 any one occurrence and in the aggregate. • Workers Compensation Insurance – which insures against liability for death of or injury to persons employed or engaged by the Contractor including liability by statute and at common law to a limit of not less than \$50,000,000 as required to be insured under the <i>Workers Compensation and Injury Management Act 1981 (WA)</i>. • Motor Vehicle and Equipment Insurance – for the Contractor's vehicles, registered plant and equipment brought on to the Site or used in connection with the project whether owned, hired or leased in addition to any compulsory motor vehicle policy covering material damage to the said vehicles including third party liability for no less than \$30,000,000 any one occurrence. <p>If the Tenderer does not currently meet the minimum insurance requirements, does the Tenderer agree to amend its insurance policies to meet these requirements at no additional cost to the Principal prior to award of a Contract?</p>	Yes / No
f)	<p>Alternative Tenders</p> <p>Tenderers are to provide their departures from the proposed General Conditions of Contract.</p> <p>RFT 01/22 General Conditions Departures Table has been attached to this criterion.</p>	Yes / No
g)	<p>Addendums/Acknowledgement</p> <p>Tenderers are to acknowledge receipt of any addendums issued and whether you have allowed for any price adjustments resulting in any issued addendum.</p>	Yes / No
h)	<p>Critical Assumptions</p> <p>Tenderers are to specify any assumptions they have made that are critical to the Tender, including assumptions relating to pricing and ability to provide the Requirements in the manner specified in this Request.</p>	Yes / No

2.19 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. 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 a low score or elimination from the tender evaluation process.

Qualitative Criteria		Weighting
a)	<p>Relevant Experience</p> <p>Describe your experience in completing/supplying similar Requirements. Respondents must, as a minimum, address the following information in an attachment and label it “Relevant Experience”:</p> <ul style="list-style-type: none"> i. Provide details of similar work completed and Respondent’s involvement including details of outcomes. ii. Provide details of issues that arose during the project and how these were managed. <p>Demonstrate competency and proven track record of achieving outcomes.</p>	<p>40%</p> <p>Tick if provided</p> <p><input type="checkbox"/></p>
b)	<p>Key Personnel Skills and Experience</p> <ul style="list-style-type: none"> i. Detail the Tenderer’s proposed personnel (both managerial and operational) to be utilised in conducting the Requirements of this Request inclusive of any relevant current registrations or licenses held, police clearances, their intended role and any relevant experience and qualifications held. <p>RFT 01/22 Project Team has been attached to this criterion.</p> <ul style="list-style-type: none"> ii. Include details on: <ul style="list-style-type: none"> Their role in the performance of the Contract. CVs with particular emphasis on experience of personnel in projects of a similar requirement. iii. Provide details as to how you will ensure that your personnel are kept current with any training requirements and industry best practice. 	<p>30%</p> <p>Tick if provided</p> <p><input type="checkbox"/></p>

c)	Pricing i. Tenderer's must complete and attach the spreadsheet (RFT 01/22 Price Schedule) which has been attached to this criterion.	0% Tick if provided <input type="checkbox"/>
d)	Respondent's Resources Respondents should demonstrate their ability to supply and sustain the necessary: i. Plant, equipment and materials (refer to requirements list) Any contingency measures or backup of resources including personnel (where applicable).	30% Tick if provided <input type="checkbox"/>

2.20 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 (eg the lifetime operating costs of goods o 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.

2.21 Regional Price Reference

Tenderers for the contract may be afforded a preference in accordance with Regulation 24(A-G) of the *Local Government (Functions and General) Regulations 1996* and the Shire's Local Policies FP6 – Procurement of Good and Services and AP3 – Regional Price Preference Policy.

Where possible goods should be purchased locally provided the local supplier's price is no more than 10% higher than the cheapest external quote and quality of goods is not affected and that all local suppliers of the required goods be given an opportunity to quote.

The following levels of preference will be applied under the Regional Price Preference Policy:

- a) Goods and Services under \$50,000 (ex GST) in value, (with the exception of passenger vehicles) - 10% discount to businesses within the Shire of Jerramungup.
- b) All Goods and Services between \$50,000 and \$500,000 (ex GST) in value – 5% price discount to businesses within the Shire of Jerramungup.

2.22 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.

2.23 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.

2.24 Canvassing of Officials

If the Tenderer, whether personally or by an agent, canvasses any of the Principal's Commissioners or Councillors Officers (as the case may be) 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 absolute discretion omit the Tenderer from consideration.

2.25 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.

2.26 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.

2.27 Tender Opening

Tenders will be opened in the Principle's offices, 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.

2.28 In House Tenders

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

3 Specification

3.1 Contract Requirements in Brief

The Principal is seeking a suitably experienced and qualified Contractor to provide cleaning services for various assets within Bremer Bay.

Contract to be offered is for 3 years with a 2 year option subject to negotiation.

The public facilities that require cleaning are:

- a) Barbecues.
- b) Bins.
- c) Fish cleaning stations.
- d) Fish offal bins.
- e) Public toilets.
- f) Public parks.
- g) Gazebos.

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.

3.2 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.

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.

Note: It is the Principals preference that subcontractors are not used in undertaking the Works.

3.3 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.

3.4 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.

3.5 Cleaning Schedules

Asset	Number	Location	Cleaning Frequency
Barbecue	4	Refer to map provided with tender documentation.	As required to meet the cleaning standards in 3.6.
Bins	43		
Fish cleaning stations	2		
Fish offal bins	5		
Public toilets	10		
Gazebos	5		

3.6 Cleaning Standards and Outcomes

- a) Barbecues – the hot plate is to be scraped down, scrubbed and washed so 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.
- b) Fish cleaning stations – 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, reasonably dry and free from odour.
- c) Fish offal bins – at each fish cleaning station are two 120 litre mobile garbage bins for the disposal of fish offal. After emptying and cleaning these are to have a small amount of water placed in them to stop carcasses sticking to the bin, when emptied the bin will be rinsed and then washed down with a high pressure hose. All waste (including offal) is to be disposed of in accordance with relative legislation and is the responsibility of the Contractor.
- d) Public toilets – all floors are to be free of visible dust, loose dirt and litter. 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 are to be washed and all marks and dirt on windows must be removed leaving the surface streak free clean and unmarked.

- e) Rubbish bins – after emptying rubbish bins, the bins must be free of dirt and litter. The use of a high pressure hose will be required at times.

Note: additional bins in high volume areas such as parks and the fish cleaning stations may be required during peak holiday season.

- f) Public toilets – 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. Toilets are to be left odour free, this may require the use of lime or similar in long drop toilets.

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

Note: A register is to be kept at each facility recording when it was last serviced.

3.7 Hours of Work

The hours of work are to be determined by the Contractor, working at times which do not conflict with the use of the assets. The hours of work have to be mutually agreed upon prior to the Contract commencement.

3.8 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.

3.9 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 rate as submitted in the tender price schedule.

3.10 Occupational Safety, Health and Welfare

The Contractor shall provide upon appointment:

- a) A list of products intended for use in the maintenance of this Contract with Material Safety Data Sheets (MSDS).
- b) The Contractor shall place copies of the MSDS in the allocated storage area and have them available for inspection at all times.
- c) Where products are varied from those originally listed, the Contractor shall provide a new list and MSDS 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.

3.11 Personnel

- a) 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 work.
- b) The Contractor shall make a duly authorised representative available to the Principal to receive instructions.
- c) 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.
- d) The Contractor shall make the contract personnel familiar with all contents and conditions of this Contract, which are relevant to them.
- e) The Principal shall be provided upon request the names and contact phone numbers of the Contract Personnel involved in performing the contracted services.
- f) Neither the Contractor nor the Contract Personnel shall consume or store alcoholic beverages in or around the premises.
- g) All buildings are non-smoking areas and as such all cleaning staff shall abide by this requirement while on those premises.
- h) Police clearance may be required if requested by the Principal.

3.12 Storage

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

3.13 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.

3.14 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 and equipment for emptying bins.

3.15 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.

3.16 Cleaning Equipment

The Contractor shall supply all cleaning equipment and materials.

3.17 Safety Signage

The Contractor shall display all appropriate safety signage.

3.18 Current Equipment and Materials

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

- High pressure cleaners and 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
- Skin lotion soap
- Disinfectants, hydrochloric acid and toilet bowl cleaner
- Standard toilet rolls
- 2 ply jumbo toilet rolls
- 240 litre heavy duty garbage bags
- 36 litre garbage bags
- Compact hand towel, slim hand towel and other accessories.

3.19 Nature and Quantity of Work

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

3.20 Reports

- a) Recipient Tax Invoice – is to be generated by the Contractor and submitted to the Principal's office every month. The invoice is to separate costs into Cost Centres as directed by the Principal.

- b) 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.
- c) 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. The Principal may require an attendance register to be installed in certain assets, these registers are to record attendance.
- d) Works inspection – works will be inspected regularly by a Principal's 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.

3.21 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.

3.22 Marketing

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

3.23 Signage – Contractor's Contact Number

The Contractor is to install signs at appropriate locations detailing a phone number people can contact if bins are full. The design, wording and location of the signs will be decided in conjunction with the Principal.

3.24 Duration

This Contract is estimated to start on 1 December 2022 for a period of three (3) years. A further two (2) year option is available at the sole discretion of the Principal.

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.

4 General Conditions of Contract

4.1 Proposed Conditions

The proposed Conditions of Contract are the Goods and/or Services Contract for the Provision of Cleaning Services at Bremer Bay.

These General Conditions of Contract are attached as a separate document to this Request

5 Tenderer's Offer

5.1 Form of Tender

The Chief Executive Officer
Shire of Jerramungup
8 Vasey Street
Jerramungup WA 6337

I/We (Registered Entity Name): _____
(BLOCK LETTERS)

of: _____
(REGISTERED STREET ADDRESS)

ABN _____ ACN (if any) _____

Telephone No: _____ Facsimile No: _____

E-mail: _____

In response to Request for Tender (RFT) 01/22 of Cleaning Services for the Bremer Bay Area.

I/We agree that I am/We are bound by, and will comply with this Request and its associated schedules, attachments, all in accordance with the Conditions of Tendering contained in this Request signed and completed.

The tendered price is valid up to ninety (90) calendar days from the date of the tender closing or forty-five (45) days from the Council's resolution for determining the Tender, whichever is the later unless extended on mutual agreement between the Principal and the Tenderer in writing.

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

The tendered consideration is as provided under the schedule of rates of prices in the prescribed format and submitted with this Tender.

Dated this _____ day of _____ 20____

Signature of Authorised Signatory of Tenderer: _____

Name of Authorised Signatory (BLOCK LETTERS): _____

Position: _____

Telephone Number: _____

Authorised Signatory Postal Address: _____

Email Address: _____