*Text Legend* *Delete this legend before finalising the document*

*Red text is an instruction and should be deleted after reading*

*Blue text should be edited or deleted as required.* *Change Blue text to Black if keeping*

*Black text should generally be considered as fixed text*

Request

[Goods and services procurement templates - Request - Cleaning specific, >$250,000]

Request Title:

[Insert Request Title]

Request Number:

[Insert Request Number]

Closing Time:

2:30 PM [Insert Closing Date], Western Australia

[**Important Note:** In the ‘Issued by’ section below, insert the legal entity name of the State Agency issuing the Request. The legal entity name for a government department is “The State of Western Australia acting through [insert name of department]”. For a statutory authority or other body corporate, the legal entity name is the body corporate name as specified in the relevant enabling legislation.]

Issued by the Customer:

[Insert entity name]

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Part A – Request No [Insert Request Number]

# Introduction

## Background

*[Provide an overview of the proposed contract, where cleaning services are to be delivered, proposed contract period and other relevant contract information. Corporate information is not required.]*

## Submission of Offer

*[Do not change this clause number as it is referenced in the Request Conditions]*

### Hand and Post Lodgement

The Respondent may not submit the Offer by hand or post.

[Or if hand or postal lodgement is critical]

*[Where lodgement of an Offer, by hand, post and/or fax, is going to be at the State Agency then the State Agency is to ensure it has in place appropriate procedures for the receipt, opening and registration of offers to safeguard their security and confidentiality]*

The Respondent may submit the Offer:

|  |  |
| --- | --- |
| By hand at: | By post at: |
| **[insert Agency address for hand submission or Tendering Services, Djookanup,16 Parkland Road, Osborne Park WA 6017.]** | **[insert Agency address for postal submission or Tendering Services, Locked Bag 11, Osborne Park BC WA 6916]** |

If the Respondent submits the Offer by hand or post, the Respondent must submit the Offer to the relevant addresses above and provide One (1) unbound copy marked “Original Copy” and provide [insert number] (X) copies.

### Facsimile Lodgement

*[Please ensure that any Request closing at Tendering Services is marked "Offers may not be submitted by facsimile"]*

The Respondent may submit the Offer by facsimile at **[insert State Agency's fax number]**.

[or]

Offers may not be submitted by facsimile.

### Electronic Lodgement

[**Important note:** The Tenders WA system has been updated to implement a file format whitelist (the **Whitelist**). This means that the system will only accept files for uploading in formats that are on the Whitelist. Agency personnel can view the Whitelist by logging in to Tenders WA and following the links ‘Help’ >‘Help Guides’ >‘Buyers Help Guides’.

If electronic lodgement of Offers is permitted under this Request, review the current Whitelist and ensure all potentially relevant file formats are listed in the table below. If you are unsure whether a listed file format is relevant or accessible by your agency, check with your agency’s ICT team.

If you have queries about the Whitelist and/or require additional formats to be approved and added to the Whitelist, contact Procurement Systems Operations –procurementsystems@finance.wa.gov.au.]

The Respondent may submit their Offer electronically by uploading file(s) in an approved format (**TWA Approved File Format**) at <www.tenders.wa.gov.au>.

If uploading Offer file(s) at Tenders WA, the Respondent must ensure that:

1. the lodgement is made in accordance with the [Tenders WA Terms of Use](https://www.tenders.wa.gov.au/watenders/terms-and-conditions.vm?CSRFNONCE=FD7098E53C524FC9D6DA11E3F0AA598B);
2. the Respondent is registered on Tenders WA to submit an offer electronically;
3. the Offer is lodged against the correct Request Number;
4. each file name is no more than 125 characters in length;
5. each file upload request is equal to or less than 100MB per upload request; and
6. each file is uploaded in one of the following TWA Approved File Formats:

[The TWA Approved File Formats in the table below are a subset of the file formats on the Whitelist. Check the current version of the Whitelist (available from Tenders WA) and if other Whitelist formats are relevant to your procurement, add those file formats to the table. Not all formats are accessible by all agencies. If you are unsure, check with your agency’s ICT team.

**Ensure that only Whitelist file formats are listed in the advertised Request**.]

|  |
| --- |
| TWA Approved File Formats |
| Adobe Reader File # | .pdf | Image File | .jpeg |
| Microsoft Excel File \* | .xls | Image File | .jpg |
| Microsoft Excel File \* | .xlsx | Image File | .png |
| Microsoft Excel File \* | .csv | Media File | .mp4 |
| Microsoft PowerPoint File \* | .ppt | Media File | .mpp |
| Microsoft PowerPoint File \* | .pptx | Rich Text Format File | .rtf |
| Microsoft Publisher File \* | .pub | Text File | .txt |
| Microsoft Word File \* | .doc | [insert] | [insert] |
| Microsoft Word File \* | .docx | [insert] | [insert] |
| Microsoft Word File \* | .docm | [insert] | [insert] |
| TWA Approved File Formats – Compression Formats |
| ZIP File | .zip | Unix File | .z |
| gzip File | .gz | 7-zip File | .7z |
| RAR File | .rar |  |  |

# PDF files must be Adobe compatible. \* Microsoft files must be PC / Windows compatible. [If your agency can accept non-Adobe pdf files and/or Microsoft for Mac files, update or delete this wording.]

Notwithstanding paragraph (f) above, if the Respondent uploads Offer file(s) to Tenders WA:

1. in a file format that is not listed in the table above; or
2. uses one of the compression file formats listed above, and the underlying compressed file(s) is saved in a format not listed in the table above,

the Contract Authority or Customer may exclude the content of that file(s) from their consideration of the Respondent’s Offer at their discretion.

The Tenders WA Terms of Use can be viewed at [www.tenders.wa.gov.au](file:///C%3A/Users/05016715/Documents/Offline%20Records%20%28TP%29/Procurement%20Templates%20-%20Changes%20And%20~%20GOVERNMENT%20PROCUREMENT%20-%20PROCEDURES%282%29/www.tenders.wa.gov.au). Guidelines to assist Respondents with registering on Tenders WA and lodging an Offer electronically can be downloaded at [www.tenders.wa.gov.au](http://www.tenders.wa.gov.au) by following the links ‘Help’ > ‘Help Guides’ > ‘Business Help Guides’.

Queries in relation to Tenders WA, including TWA Approved File Formats, should be directed to the ‘Advice on Using Tenders WA’ contact person listed in Part A, section 1.6 of this Request.

[or]

Offers may not be submitted electronically

### Conditions regarding the submission of Offers (including late lodgement and mishandling) are contained in the Request Conditions.

## Offer Validity Period

The Offer Validity Period is for a period of [insert number] months.

## Tenders WA

The Respondent may register (free) for the Tenders WA website to ensure that the complete Tender has been downloaded including any and all addenda.

## Briefing

*[Delete this clause if a briefing is not required]*

A [mandatory / non-mandatory] briefing to Respondents will be conducted at:

Date:

Time: [XX]AM/PM Western Australia

Location:

The Respondent is requested to confirm its attendance by no later than [time] [AM/PM], Western Australia [& date] by contacting [contact person’s name and phone number].

[Only insert the following paragraph if the briefing is mandatory]

**Failure to attend the Request briefing will result in the Offer being ineligible for further consideration.**

## Contact Persons

Different enquiries can be best dealt with by the most appropriate contact, shown below.

The Respondent must not contact any other person within Government or any consultant engaged in relation to this Request to discuss this Request.

**Contractual and Routine Enquiries:**

Name:

Title:

Telephone:

E-mail:

**Technical / Customer Enquiries:**

Name:

Title:

Telephone:

E-mail:

Advice on Delivering Offers:

Name: Tendering Services

Telephone: (08) 6551 2345

[Or your agency contact and delete the above]

Name: [Insert name]

Telephone: [Insert phone number]

Facsimile: [Insert fax number]

*[Delete the following paragraph if not applicable, ie. not advertised on Tenders WA, no option to submit offers via upload to Tenders WA]*

Advice on Using Tenders WA:

Name: Procurement Systems Support

Telephone: (08) 6551 2020

## Request Conditions

The “Request Conditions” are contained in the Part A of the *Request Conditions and General Conditions of Contract* [August 2023] located at www.wa.gov.au/government/publications/request-conditions-and-general-conditions-of-contract-august-2023 and contain important provisions regarding the nature of this Request and the consequences of the Respondent submitting an Offer. The Respondent is deemed to have read and considered the Request Conditions prior to submitting an Offer.

# Selection Process

## Selection Process

Achieve Value for Money is a key Western Australian Procurement Rule. It ensures that when purchasing Goods and/or services, State Agencies achieve the best possible outcome, for every dollar spent, by assessing the costs and benefits of, and the risks inherent in, an Offer, rather than simply selecting the lowest Offered Price.

In determining value for money, the Contract Authority or Customer will:

1. apply relevant [Western Australian Procurement Rules](https://www.wa.gov.au/government/publications/western-australian-procurement-rules) and Government policies and priorities, including those referenced in the [Western Australian Social Procurement Framework](https://www.wa.gov.au/government/publications/western-australian-social-procurement-framework), to the assessment of Offers;
2. require Offers to meet the Pre-Qualification Requirements in Section 3 in Part B;
3. assess Offers against the Compliance and Disclosure Requirements in Section 4 in Part B;
4. assess Offers against the Qualitative Requirements in Section 5 in Part B and the following
	* + - 1. In accordance with the agreement between the Building Service Contractors Association of Australia Inc. Western Australia (BSCAAWA) and the Government, the median price will be established as a benchmark for comparing all offers.
				2. Offers falling within the range of + or - 10% of the median price (this is achieved by excluding those offers that are clearly “beyond the norm”, and based on the REGULAR CLEANING SERVICES PRICE ONLY [adjusted for, if applicable, any settlement discount and/or regional price preferences] offer of the Median Respondent), plus the incumbent contractor, will be short-listed and assessed against the qualitative requirements.
				3. A scoring system will be used as part of the assessment of the qualitative requirements. Unless otherwise stated, a response to these qualitative requirements, which provides all the information requested will be assessed as satisfactory and will, in the first instance, attract an average score. The extent to which the response demonstrates greater or lesser satisfaction of each of these qualitative criteria will result in a score greater or less than the average.
				4. The aggregate score of each offer 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.
				5. If when applying the methodology detailed at (ii) there is a relatively small number of offers that can be evaluated or if there are only a relatively small number of offers received and the Customer considers that a value for money outcome will not be achieved then the Customer may evaluate offers that meet any Pre-Qualification Requirements, Compliance and Disclosure Requirements and Qualitative and Insurance Requirements specified in the Request.
5. assess Offers against the Insurance Requirements in Section 6 in Part B; and
6. assess the Offered Prices, which includes assessing the Offered Price and Pricing Requirements in Schedule 3.

The determination of Value for Money will require a consideration of all of the above factors and any other matters that the Contract Authority or Customer considers relevant.

## Western Australian Procurement Rules and Government Policies

The following apply to this Request:

1. The Western Australian Procurement Rules, as applicable

The [Western Australian Procurement Rules](https://www.wa.gov.au/government/publications/western-australian-procurement-rules) can be viewed at and downloaded from wa.gov.au.

1. The WA Buy Local Policy 2022

The [WA Buy Local Policy 2022](https://www.wa.gov.au/government/publications/western-australian-buy-local-policy-2022) can be viewed at and downloaded from wa.gov.au.

*[Include point c if the procurement has a metropolitan contract delivery point and is valued at $1,000,000 or above* ***or*** *if the procurement has a regional contract delivery point and is valued at $500,000 or above. For further information refer to the* [*Western Australian Industry Participation Strategy*](https://www.wa.gov.au/organisation/department-of-jobs-tourism-science-and-innovation/western-australian-industry-participation-strategy) *on wa.gov.au.]*

[Delete if WAIPS is not applicable]

1. Western Australian Industry Participation Strategy (WAIPS)

The [WAIPS](https://www.wa.gov.au/organisation/department-of-jobs-tourism-science-and-innovation/western-australian-industry-participation-strategy) can be viewed at and downloaded from wa.gov.au

*[Include the following statement if the procurement is a Covered Procurement. The inclusion of this statement is required due to the agreement of the State of Western Australia to be bound by the Government Procurement chapters of the Free Trade Agreements that the Australian Government has entered into. For further information on requirements for Covered Procurements, refer to the* [*Western Australian Procurement Rules*](https://www.wa.gov.au/government/publications/western-australian-procurement-rules)*. Covered Procurement requirements are not applicable to the excluded Covered Procurement categories listed in Appendix 3 of the Rules or to State Agencies not identified as a Covered State Agency in Appendix 4 of the Rules.]*

This Request is a Covered Procurement as defined in the [Western Australian Procurement Rules](https://www.wa.gov.au/government/publications/western-australian-procurement-rules).

## Supplier Debarment Regime

In January 2022, the Western Australian supplier debarment regime commenced operation. The debarment regime establishes grounds and processes through which a supplier can be excluded (by suspension or debarment) from supplying goods, services and works to State Agencies. The regulatory scheme is established under Part 7 of the *Procurement Act 2020* and the *Procurement (Debarment of Suppliers) Regulations 2021*. Further information about the regulatory scheme is available from [wa.gov.au](https://www.wa.gov.au/organisation/department-of-finance/debarment-regime) and [Tenders WA](https://www.tenders.wa.gov.au/watenders/news/browse.do?CSRFNONCE=D698D425818DEE32BA3DFEEFE7D868B7&&ss=1).

Unless operation of the *Procurement (Debarment of Suppliers) Regulations 2021* has been excluded, the Contract Authority or Customer must exclude from consideration any Offer received from a Respondent who is suspended or debarred, and any Offer which includes a subcontracting arrangement with a suspended or debarred subcontractor.

Schedule 1 - Customer Contract Details

|  |  |
| --- | --- |
| 1. **Customer**
 | The Customer is as specified on the front page of this Request. |
| 1. **The Term of the Customer Contract**
 | The Term of the Customer Contract is [insert number of months or years]. [If a period contract with extension options, clauses 4 and 5 below must be included][or]The Term will commence on the Commencement Date and will expire when the Services have been supplied in accordance with Clause 6 of the General Conditions. |
| 1. **Commencement Date**
 | The Customer will notify the Contractor of the Commencement Date in the Letter.[or]The Customer and the Contractor will agree on the Commencement Date and the Customer will confirm the agreed Commencement Date in the Letter.[or]The Commencement Date is [insert date] |
| [If you have chosen the first option in clause 2 and wish to establish a period contract with extension options, include clauses 4 and 5 below] |
| 1. Extensions
 | The Customer has [insert number] options to extend the Term, each option having a one (1) year duration. |
| 1. Notice of Extension
 | [insert period of notice] [or]Clause 3.4 of the General Conditions applies. |
| 1. **Price** Variation
 | The Price is fixed from the Commencement Date until the first base date of the 1st July of the Term.* 1. On each base date of the 1st July during the Term, increases in the Price will be permitted due to variations in labour costs, which will comprise 100% of the requested variation. The variation will be in accordance with the following formula based on:

 A = CV + (CV x IP) where A - is the Price with effect from the current base date of the 1st July; IP - is the percentage increase from the last base date of the 1st July in the sum of the weekly award rate of pay and conditions of the labour who are primarily engaged in providing the Services granted by the appropriate Commonwealth or State authority, Australian Industrial Relations Commission, together with any other legislated or statutory increases in workers' compensation, superannuation and pay-roll tax payments payable with respect to that labour. CV - is the Price immediately preceding the current base date of the 1st July.(b) Variations to the Price in accordance with clause (a) above must be made not earlier than one (1) month or later than one (1) month from each base date of the 1st July, by notice in writing to the Customer.(c) In instances where the application for the variation of the Price is not received in accordance with clause (b) above then the revised Price will be from the date of the application. Price increases will not be backdated.**NOTE**: Substantive documentation will be required to justify any applications for a revised Price and no price variation is payable unless and until approval is received from the Customer. |
| **Important Note:** The indicative insurance categories and amounts in this section do not represent ‘set’ minimum requirements. Insurance requirements should be determined by an insurable assessment of the contract risk. **If your risk assessment indicates the standard insurance requirements below need to change, contact the Insurance Commission of WA** (contracts@icwa.wa.gov.au) to discuss the requirements before releasing the Request.An introductory overview of risk management in the procurement context and procurement insurance requirements is also available from WA.gov.au ([Manage Risk Guidelines](https://www.wa.gov.au/government/multi-step-guides/procurement-guidelines/procurement-planning-individual-purchases-guidelines/manage-risk-guidelines)).Examples of insurance requirements are set out below. Consider the contract deliverables and delete insurances marked as optional (see blue text) if not applicable. |
| 1. **Public** Liability
 | Public liability insurance covering the legal liability of the Contractor and the Contractor’s Personnel arising out of the Services for an amount of not less than [$20 million] for any one occurrence and unlimited in the number of occurrences happening in the period of insurance. |
| 1. **Workers’ Compensation**
 | **Important Note:** The workers’ compensation insurance must include cover for both common law liability and extended cover for claims and liability under section 175(2) of the Workers’ Compensation and Injury Management Act 1981. This type of extension is commonly called a ‘Principal’s Indemnity Extension’.Ensure that both paragraphs below are retained in the Request and both requirements are noted in Part B - Section 6 (Customer Contract Insurance Requirements).Workers’ compensation insurance in accordance with the provisions of the *Workers’ Compensation and Injury Management Act 1981* (WA), including cover for common law liability for an amount of not less than **$50 million** for any one occurrence in respect of workers of the Contractor. The insurance policy must be extended to cover any claims and liability that may arise with an indemnity under section 175(2) of the *Workers’ Compensation and Injury Management Act 1981*. |
| 1. Motor Vehicle Third Party
 | The **$25 / $30 million** coverage stated below is considered suitable for general vehicle transport. As part their risk assessment, agencies should consider factors including, the type of vehicles that will be used (supplier fleet vehicles or employee personal vehicles) and the way in which the vehicles will be used during the term of the Contract. A higher level of cover may be appropriate for contracts involving factors that increase risks, such as transport of dangerous goods.Motor vehicle third party liability insurance covering legal liability against property damage and bodily injury to, or death of, persons (other than compulsory third party motor vehicle insurance) caused by motor vehicles used in connection with the Goods and / or Services for an amount of not less than [**$25 million / $30 million**] for any one occurrence or accident. |
| 1. Compulsory Third Party
 | Compulsory third party insurance as required under any statute relating to motor vehicles used in connection with the Goods and / or Services. |
| 1. **Contract Management Requirements**
 | *Supplier performance management requirements should be considered and included here.*Customer’s Representative[insert details]Customer’s address and email details[insert details]Reporting [insert details]Meetings [insert details]Key Performance Indicators[insert details] |
| 1. **Confidential Information**
 | **Important Note**: If there is any particular information that the Contractor must treat as confidential, insert the first option below and specify that particular information. If there is not any particular information that the Contractor must treat as confidential, insert the second option below. The Customer specifies the following information to be “Confidential Information” under paragraph (b) of the definition of “Confidential Information” in clause 2.1 of the General Conditions: [Insert confidential information] OR (second option). For the purposes of paragraph (b) of the definition of “Confidential Information” in clause 2.1 of the General Conditions, there is no information that is specified by the Customer as confidential. |
| 1. **Police Clearance**
 | Clause 18.4 of the General Conditions applies.[or]Clause 18.4 of the General Conditions does not apply. |
| 1. **Confidential Declaration – Prevention of Paedophilia**
 | Clause 18.5 of the General Conditions applies. [or]Clause 18.5 of the General Conditions does not apply. |
| 1. **Warranties**
 | The Contractor must give, or ensure the Customer has the benefit of, the following warranties: [Insert warranties]If the warranty specified exceeds the Term of the Customer Contract, the warranty survives the expiry or termination of the Customer Contract.[or]For the purposes of clause 19.5 of the General Conditions, no warranties are specified. |
| 1. **Intellectual Property Owner**
 | **Important Note**: Under clause 23.1 of the General Conditions, the owner of Intellectual Property Rights in New Material is the State of Western Australia, unless otherwise specified. If the owner is to be an entity other than the State (eg. a particular statutory authority), specify that entity in this Special Condition. Clause 23.1 (a) of the General Conditions applies. [or][ ] is the owner of the Intellectual Property Rights in New Material for the purposes of clause 23.1 of the General Conditions. [or]If the owner of Intellectual Property Rights in New Material is to be the Contractor, use this Special Condition. The Contractor is the owner of the Intellectual Property Rights in New Material for the purposes of clause 23.2 of the General Conditions. |
| 1. **Working Papers**
 | Clause 23.1 (e) of the General Conditions applies.[or]Copyright and property in all Working Papers vest in the Contractor. |
| 1. **Publicity**
 | **Important Note**: Under clause 24.4 of the General Conditions, the Contractor may not use the name or logo of the Customer or any other State Agency without the requisite prior written consent. If there is "any other State Agency", specify in this Special Condition. [ ] is specified for the purposes of clause 24.4 of the General Conditions. [or]For the purposes of clause 24.4 of the General Conditions, no other State Agency is specified. |
| 1. **Government Policies**
 | **Important Note**: If the Request requires the Contractor to comply with Government procurement policies, then insert the first option below and specify the relevant policy obligations.The following obligations are obligations relating to Government procurement policies for the purposes of clause 32 of the General Conditions:* The Western Australian Industry Participation Strategy requirements mentioned and/or described in Item [insert applicable Item number] of the Customer Contract Details
* The Buy Local 2022 requirements mentioned and/or described in Item [insert applicable Item number] of the Customer Contract Details

[or] if there are no Government procurement policy obligations for the Contractor, insert the second option below:For the purposes of clause 32 of the General Conditions, no obligations relating to Government procurement policies are specified. |
| 1. **Western Australian Industry Participation Strategy – Requirements For Exempted WAIPS Contracts**
 | **Important Note**Include where:* the estimated total contract value is $1 million and above (metropolitan delivery point), or $500,000 and above (regional Western Australia delivery point); and
* an exemption from inclusion of the Participation Plan as a qualitative requirement has been granted by the Director General, Department of Jobs, Tourism, Science and Innovation.
1. **Exemption Reporting**
	1. The Contractor must submit a completed WAIPS Participation Plan Exemption Report to the Customer:
		1. annually (**Annual Report**); and
		2. upon the expiry of the Customer Contract (**Final Report**),

in accordance with this clause.* 1. Each report submitted under subclause a i must use the form of, and must address the matters outlined in, the [WAIPS Participation Plan Exemption Report template](https://www.wa.gov.au/government/publications/waips-exemption-report-templates) which is available to download from [WA.gov.au](https://www.wa.gov.au/government/publications/waips-exemption-report-templates).
	2. Subject to subclause a iv below, the Contractor must submit:
		1. an Annual Report on the anniversary of the Commencement Date, or on such other date each year as is notified by the Customer to the Contractor; and
		2. a Final Report no later than two months after the expiry of the Customer Contract.
	3. Where the Customer Contract is 12 months or less, only one report from the Contractor is required, being the Final Report, which the Contractor must submit in accordance with subclause a iii (B).
	4. The report required by this clause must be endorsed and verified as being true and correct by the Contractor’s Chief Executive Officer, Managing Director or equivalent.
1. **Use of Information**

The Customer may use or disclose the reports provided under this clause for the legitimate purposes of or relating to government or the business of government.1. **Clause** **survives**

This clause survives the termination or expiration of the Customer Contract. |
| 1. **Western Australian Industry Participation Strategy (WAIPS) – Requirements For Participation Plans**
 | **Important Note**Include where:* the estimated total contract value is $1 million and above (metropolitan delivery point), or $500,000 and above (regional Western Australia delivery point); and
* an exemption from inclusion of the Participation Plan as a qualitative requirement has not been sought and granted by the Director General, Department of Jobs, Tourism, Science and Innovation*.*
1. **Participation Plan Reporting**
	1. The Contractor must submit a completed WAIPS Participation Plan Report to the Customer:
		1. annually (**Annual Report**); and
		2. upon the expiry of the Customer Contract (**Final Report**),

in accordance with this clause.* 1. Each report submitted under subclause a i must use the form of, and must address the matters outlined in, the [WAIPS Participation Plan Report template](https://www.wa.gov.au/government/publications/waips-participation-plan-report-template) which is available to download from [WA.gov.au](https://www.wa.gov.au/government/publications/waips-participation-plan-report-template).
	2. Subject to subclause a iv below, the Contractor must submit:
		1. an Annual Report on the anniversary of the Commencement Date, or on such other date each year as is notified by the Customer to the Contractor; and
		2. a Final Report no later than two months after the expiry of the Customer Contract.
	3. Where the Customer Contract is 12 months or less, only one report from the Contractor is required, being the Final Report, which the Contractor must submit in accordance with subclause a iii (B).
	4. The report required by this clause must be endorsed and verified as being true and correct by the Contractor’s Chief Executive Officer, Managing Director or equivalent.
1. **Use of Information**

The Customer may use or disclose the reports provided under this clause for the legitimate purposes of or relating to government or the business of government.1. **Clause survives**

This clause survives the termination or expiration of the Customer Contract. |
| 1. **Disability Access and Inclusion Plan**
 | Note: this clause should only be used if the Customer is required to have a Disability Access and Inclusion Plan (DAIP) under the Disability Services Act 1993 (In which case, the Customer must take all practicable measures to ensure that the DAIP is also implemented by the Contractor. The DAIP only applies to services provided to the public. It does not apply to services provided by the Contractor directly to the Customer e.g. cleaners, re-wiring of telephones etc.). If the Customer Contract involves the supply of Services to the public, then the Contractor will:1. to the extent practicable, implement the Customer’s “Disability Access and Inclusion Plan” prepared under the *Disability Services Act 1993*; and
2. provide a report to the Customer by [insert date] in each year of the Term reporting on the extent to which the Contractor has implemented the Customer’s Disability Access and Inclusion Plan.
 |
| 1. **WA Buy Local Policy 2022**
 | *If this procurement has a regional delivery point(s) and regional price preferences are to be assessed as part of the evaluation of the Customer Contract, then include the following clause.*1. **Obligations**

Where the Contractor claimed a Regional Content Preference, the Contractor must use the regional content detailed in its Offer. If the Contractor is unable to use the agreed regional suppliers or subcontractors detailed in its Offer, the Contractor must:* 1. Promptly notify the Customer; and
	2. Where agreed by the Customer in writing, use substitute regional suppliers or subcontractors.

The Contractor must allow the Department of Jobs, Tourism, Science and Innovation, or an authorised representative of the Department of Jobs, Tourism, Science and Innovation, to have access to and examine the Contractor’s Records concerning the Customer Contract, to confirm whether the Contractor has met its regional content commitments. *If a State Agency requires a contractor to provide reporting for the agency’s Implementation Agreement, the reporting should be identified here. For regional procurements, it may also be appropriate to specify reporting requirements of a nature and frequency that will enable the State Agency to monitor any commitments made by the Contractor in claiming Regional Content Preference.*1. **Reporting**

[Insert contractor reporting requirements related to the WA Buy Local Policy]*If reporting requirements are inserted ensure the following are included.*1. **Use of Information**

The Customer may use or disclose the reports provided under this clause for the legitimate purposes of or relating to government or the business of government.1. **Clause survives**

This clause survives the termination or expiration of the Customer Contract. |
| 1. **National Principles for Child Safe Organisations**
 | *Remove this clause if not required.*In relation to Services that comprise or involve “child-related work” (as defined in section 6 of the *Working with Children (Screening) Act 2004* (WA)), the Contractor agrees to implement the National Principles for Child Safe Organisations (<https://childsafe.humanrights.gov.au/national-principles/download-national-principles>). |
| 1. **Working with Children**
 | *Remove this clause if not required.*Clause 18.6 of the General Conditions applies. |
| 1. **Annual Paid Information Session on Workplace Rights**
 | **Important Note:** The inclusion of this Special Condition in relevant contracts is mandated by General Procurement Direction 2023/01. It must be included in all ongoing cleaning and security contracts with an estimated contract value of $50,000 or above, except where the services are to be undertaken in schools and hospitals.The Contractor agrees to:1. grant paid leave, paid at the ordinary rate of pay during normal working hours, to each of its employees who are Contractor Personnel (each a Contract Employee) in order for the Contract Employee to travel for and attend an information session on workplace rights conducted by the relevant union (Information Session);
2. grant that paid leave (Information Session Leave) to the Contract Employee for the period reasonably necessary to enable the Contract Employee to travel for and attend the Information Session,

subject to the conditions that:1. this clause does not require the Contractor to grant to the Contract Employee more than two hours of Information Session Leave per calendar year during the Term, running from the commencement of the Term;
2. this clause does not require the Contractor to grant Information Session Leave to the Contract Employee to attend an Information Session which is scheduled to occur, or which occurs, at a time when the Contract Employee is not rostered or otherwise scheduled or obliged to work; and
3. the Contractor may stipulate reasonable conditions as to Information Session Leave, including as to the provision of sufficient notice in respect of the Contract Employee's planned attendance at an Information Session.

The Contractor must ensure that each of its contractors and subcontractors at any tier (if any) complies with this clause in respect of their employees who are Contractor Personnel.In this clause, a reference to "employee" includes a natural person engaged under a contract for services. |
| Cleaning Special Conditions of Contract |
| 1. **Security**
 | **Keys/Security Codes**1. The Customer or the Customer’s Representative will, if necessary, supply the Contractor with keys and an access security card for the purpose of entering and securely locking the Premises.

The Contractor must:1. Take all reasonable steps to keep the keys and access security cards secure and not copy any key or cards or divulge security codes of electronic security/surveillance systems to unauthorised persons;
2. Immediately report the loss of any such keys and access security cards to the Customer’s Representative. Any costs resulting from keys or access security cards being lost by the Contractor will be borne by the Contractor including but not limited to replacement of keys/access cards, cost of re-keying etc. If the Customer suffers any loss or damages to its property (including but not limited to theft or vandalism) as a result of the Contractor’s loss of any such keys or access security cards then that will be deemed to constitute a material non-remediable breach of contract by the Contractor entitling the Customer to terminate the Customer Contract by notice to the Contractor.
3. Safeguard all keys and access security cards in a manner satisfactory to the Customer’s Representative and return the same on request;
4. Not label any key with any name that will identify the Premises; and
5. If any security system is activated as a result of a breach of a Contractor's obligation, the Contractor may be required to pay the amount of any call-out charge imposed on the Customer by their security contractor.

**Locking and Securing Rooms**The Contractor must ensure that when entering a locked room, for the purpose of carrying out the obligations under this Customer Contract, the room is re-locked upon leaving. |
| 1. **Access**
 | The Contractor must carry out all services out only at such times as mentioned in the Specifications or at such times as may be agreed with the Customer’s Representative from time to time. |
| 1. **Recording Attendance**
 | The Contractor must ensure that each person employed by them signs in and out, in an ‘Attendance Book’ upon entering and leaving the Premises. |
| 1. **Communication Book**
 | 1. The Contractor must maintain a communication book on the Premises into which either party must enter details of issues requiring attention relating to the Contractor's obligations or the Customer's obligations, maintenance, security and safety.
2. The communication book must be reviewed on a daily basis and record each review by both parties.
3. The communication book must not be tampered with in any way by either party, or removed from the Premises.
 |
| 1. **Customer Contract Personnel**
 | a) In addition to Clause 6.5 of the General Condition: 1. The Contractor must provide adequate supervision and employ and maintain, during the whole term of the Customer Contract, a sufficient number of trained and efficient staff necessary to carry out the provisions of the Specification to the satisfaction of the Customer’s Representative.
2. The Contractor must, without cost to the Customer, make a duly authorised Contractor Representative available as and when directed by the Customer’s Representative to receive instructions with respect to the Customer Contract. Failure to do so will be deemed an Event of Default (breach of an obligation).
3. The Contractor must ensure that all of the relevant Contractor’s Personnel are regularly trained to appropriate AQF levels in the specific requirements of their respective duties within 12 months of commencing those duties. The AQF levels required for the relevant Contractor’s Personnel are:
	1. Level II – cleaning proficiency;
	2. Level III – property operations or cleaning operations; and
	3. Level IV – supervisor/management skills.
4. The Contractor must make all of its Personnel familiar with all contents and conditions of this Customer Contract, which are relevant to them.
5. The Contractor must provide to the Customer’s Representative the names of the Contractor’s Personnel involved in performing the Services. This information must be updated for new personnel appointed by the Contractor to undertake cleaning services at the Premises.
6. The Contractor and the Contractor’s Personnel must not store or consume alcoholic beverages in or around the Premises.
7. All Government buildings are non-smoking areas and as such, the Contractor must ensure that their personnel don’t smoke while on the Premises.
8. The Contractor must ensure that the personnel providing the services must at all times wear a personal photo identification badge and uniform (or dress standard) of a type approved by the Customer’s Representative.

b) The Contractor's Representative and the Contractor’s Personnel must have sufficient command of the English language, and of relevant technical terminology, to be able to read, converse and receive instructions. |
| 1. **Safety and Storage**
 | 1. The Customer’s Representative may, where practicable, provide to the Contractor a lockable area for the storage of materials and equipment to be used in the performance of the Customer Contract. To the fullest extent permitted at law, the Customer will accept no responsibility for the loss of any material or equipment stored therein by the Contractor.
2. Where a lockable area is not available, the Contractor must remove all hazardous products from the Premise on a daily basis. (check with Customer if applicable if not required delete)
3. The Contractor must store all cleaning materials in accordance with the relevant acts and regulations for the storage of inflammable liquids and poisons.
4. The Contractor must provide a list of products intended for use in the performance of this Customer Contract and provide Material Safety Data Sheets for each product.
5. The product list and Material Safety Data Sheets must be given to the Customer’s Representative prior to the Commencement Date.
6. The Contractor must place copies of Material Safety Data Sheets in the allocated cleaner’s room on the Premises, where applicable, and the Material Safety Data Sheets must be available for inspection at all times.
7. Where products vary from those originally listed under (d) the Contractor must provide an updated list and Material Safety Data Sheets covering the new products to the Customer’s Representative and in the cleaner’s room immediately the variation occurs.
8. The Contractor must ensure that all work must comply with the *Work Health and Safety Act 2020* (WA) (the Act) and the *Work Health and Safety Regulations 2022* (WA) (the regulations) and with any amendments that may be made to the Act and regulations from time to time. The Contractor must furnish the Customer with evidence that there is compliance in respect of all provisions of this legislation prior to commencing work or on request.
 |
| 1. **Contractor’s General Responsibilities**
 | 1. The Contractor must provide a Supervisor who will regularly supervise the Contractor’s Personnel and ensure that the Cleaning Services are carried out in the manner prescribed.
2. The Supervisor must be available for contact during normal office hours Monday - Friday and at times specified by the Customer’s Representative and will regularly liaise with the Customer’s Representative on the Contractor’s performance and state of cleanliness of the Premises.
3. The Supervisor's duties will include:
	1. Discussion of any cleaning matters with the Customer’s Representative;
	2. Attending to the training of new or replacement Contractor’s Personnel in accordance with procedures;
	3. Maintaining regular checks of the Cleaning Services for the purpose of supervision and/or training;
	4. Ensuring that all Contractor’s Personnel are available to undertake their prescribed duties; and
	5. Ensuring that equipment and materials are used only in the correct manner.
 |
| 1. **Damage**
 | The Contractor must carry out all cleaning operations without staining, marking or otherwise damaging walls, floors, floor coverings, skirting boards, ceilings, partitions, light fittings, Venetian blinds, glass furniture or fixtures. |
| 1. **Performance Inspections**
 | 1. The Contractor must within one (1) month of the awarded the Customer Contract, and in consultation with the Customer’s Representative, develop a Cleaning Performance Inspection Report based on the example included with this Request at Attachment A
2. The Contractor must undertake a complete detailed inspection report on a monthly basis. This report form must be completed and signed by the Contractor's nominated Supervisor.
3. The Contractor's nominated Supervisor must present the report form to the Customer’s Representative for discussion and endorsement by the Customer’s Representative.
4. The Contractor must ensure a signed copy of the report is left with the Customer and the original forwarded to the Customer’s Representative with the monthly invoice (refer to Payment).
5. A rating of “totally unsatisfactory” or “unsatisfactory needs attention” against any item of service in the Cleaning Performance Inspection Report in consecutive inspections or a failure to undertake these inspections will result in referral to the dispute resolution procedure set out below.
6. Additionally the Customer’s Representative may carry out inspections of the Services at any time and independent of the Contractor’s inspections.
7. The Contractor must rectify cleaning deficiencies identified in inspections within 48 hours of deficiency’s notice except where otherwise directed in writing by the Customer’s Representative.
 |
| 1. **Variation to Services or Area Cleaned**
 | The Customer may from time to time vary the Services to be provided under the Customer Contract or add new Premises to be cleaned. In the event of any such variation the Customer will advise the Contractor in writing. The commencement date for any service variation will be by mutual agreement. The Customer Contract Price will be varied by an amount agreed upon by the Customer and the Contractor. Where agreement cannot be reached an independent arbiter may be appointed to resolve the issue. |
| 1. **Dispute Resolution**
 | 1. **First Level Resolution**

If a question, difference or dispute arises at any time between the Parties concerning:* 1. any provision of the Customer Contract or, the breach, termination, validity, meaning or construction of any matter or thing in any way connected with the Customer Contract; or
	2. the rights, duties or liabilities of any Party under or pursuant to the Customer Contract including without limitation, any question as to whether an Event or Default has occurred, other than a question, difference or dispute in respect of any Event of Default as described in sub-clauses (e), (f), (g) and (h) of that definition in the General Conditions (in every instance “a Dispute”),

then the Customer’s Representative and the Contractor's Supervisor must immediately meet to attempt to resolve the dispute.1. **Second Level Resolution**

If the Parties do not settle a Dispute as detailed in (a) within TEN (10) days of the first meeting, the Dispute must be immediately referred to the Customer’s Representative and the Contractor's Contract Manager who must then immediately meet to attempt to resolve the Dispute.1. **Third Level Resolution**

If the Parties do not settle a Dispute as detailed in (b) within TEN (10) days of the first meeting, the Dispute must be immediately referred to the Customer and the Managing Director of the Contractor who must then immediately meet to attempt to resolve the Dispute.1. **No Resolution**

If a Dispute is not resolved within THIRTY (30) days of it first arising either party may take whatever steps it considers appropriate in the circumstances.1. **No Suspension**

No Dispute entitles the Contractor to suspend the Services unless first consented to, in writing, by the Customer.1. **Non Service Dispute**

If a Dispute does not relate to the provision of the cleaning services, this clause will not apply. |
| 1. **Payment**
 | The Contractor must provide the following, in addition to clause 21 of the General Conditions:a) Each monthly invoice must be for:* One Twelfth (1/12) of the annual price for the Regular Cleaning Services; plus
* any additional cleaning requested for that month; plus
* any periodical cleaning performed the previous month; and
* include a copy of the monthly inspection report.

b) Invoices must be issued within (30) days of completion of the Service. |

Schedule 2 - Specification / Statement of Requirements

# Statement of Requirements

This Request specifies the requirement of (name of State Agency) for the provision of cleaning services, as specified, at the premise/s listed and in accordance with the terms and conditions.

## Definitions and Standards

It is recognised that some marks and stains require special cleaning processes to effect removal. These must be reported to the Customer’s Representative.

**Appliances - Damp Dust**

After damp dusting is complete all external surfaces must be free of all dust and dirt to leave a clean, dry, uniform appearance.

**Carpet - Carpet Hot Water Extraction**

When carpet hot water extraction is complete, the surface must be free of all deep-seated dirt, stains and soiling and be left in a reasonably dry condition giving a clean uniform appearance.

**Carpet - Spot Clean**

After spot cleaning of carpet, the surface should be free of marks, dirt, spots (including substances such as chewing gum / blue tac etc.) and residue cleaner leaving a visible clean finish with a uniform appearance.

**Carpet - Vacuum**

After vacuuming is complete, carpet must be free of all visible litter, dirt, dust and build up (especially on edges) ensuring a clean uniform appearance.

**Chairs - Cloth - Vacuum**

After cleaning, chairs are to be free of dirt and marks.

**Chairs - Cloth - Hot Water Extraction Method**

When hot water extraction is complete, the surface should be free of all deep-seated dirt, stains and soiling and be left in a reasonably dry condition giving a clean uniform appearance.

**Chairs - Clean**

After cleaning, chairs are to be free of dirt and marks.

**Drink Troughs, Sinks (Stainless Steel) - Clean**

On completion of cleaning, all surfaces are to be free of visible dirt and residue cleaner leaving a clean appearance.

**External Walls, Brick Walkways, Concrete - Hose/Sweep/Clean**

After hosing, sweeping and cleaning, of external walls, eaves, brick walkways and concrete is complete, all areas must be free of dust, cobwebs, accumulated dirt, litter, sand and excess water leaving the surfaces clean and reasonably dry. When adjoining areas accumulate debris or rubbish as a result of this process, debris and rubbish must be removed and disposed of appropriately.

**Floors (All) - Sweep**

After sweeping, all floor surfaces must be free of visible dust, loose dirt and litter. All dust, loose dirt and litter must be collected and disposed of in an approved rubbish bin.

**Floors (Vinyl, Ceramic, Tiles, Concrete) - Damp Mop**

On completion of damp mopping all floor surfaces must be free of all marks and dirt especially in corners and edges, visibly clean and without streaks.

**Floors (Vinyl, Ceramic, Tiles, Concrete) - Machine Scrub**

On completion of machine scrubbing, all floor surfaces must be free from all visible dirt, marks, grime, residue cleaner and any build up (especially the edges) to display a uniform appearance.

**Floors (Vinyl) - Machine Buff**

After buffing, all vinyl floor surfaces must have an even uniform gloss restored across the entire surface with scuff marks removed.

**Floors (Vinyl) - Dry Strip**

After the dry strip is completed, all vinyl floor surfaces must be free of all loose dirt, scuff marks, old sealers / polishers and other residues ensuring floors will remain free of build-up and in a condition ready for the seal to be applied.

**Floors (Vinyl) - Seal**

After sealing the vinyl floor, the finish should be uniform across the surface, slip - resistant and in a condition that will protect the floor.

**Floors (Vinyl) - Polishing**

On completion of polishing, all vinyl floor surfaces must have an even shine that is free of scuff marks with a slip - resistant finish.

**Floors (Vinyl) - Wet Strip**

On completion of the wet strip all vinyl floors must be free of dirt, scuff marks, old sealers / polishes and other residues ensuring floors will remain free of build - up and in a condition ready to seal.

**Flyscreens / Window Frames, Mullions, etc. - Clean**

After removing screens and brushing free of dust and scrubbing screens and frames they should be free of dust and dirt.

**Glass (Windows, Partitions, Doors) - Spot Clean**

After spot cleaning of glass, partitions, windows and doors, all marks and dirt on windows must be removed leaving the surface visibly clean and unmarked.

**Glass (Windows, Partitions, Doors) - Wash**

After washing of glass is complete, the surface must be free of visible dirt and smears.

**Grilles (In Doors, Air Conditioning, Diffusers, Vents) - Damp Dust**

After damp dusting is complete, all grilles must be free of dust and dirt to leave a clean, dry uniform appearance.

**Rubbish Bins - Empty and Replace Liners**

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 when they contain moist materials, food or have tears or holes in them.

**Surfaces - Damp Dust**

After damp dusting is complete, all surfaces must be free of visible dust, dirt and build up (especially in corners and edges) to leave a clean, dry uniform appearance.

**Tables, Cupboards, Chairs, Desks - Damp Dust/Clean**

After damp dusting / cleaning of tables, cupboards, chairs and desks is complete, all surfaces must be free of dirt, dust and residue cleaner to leave a clean, dry uniform appearance.

**Toilets, Toilet Units, Hand Basins - Descaling**

On completion of descaling, urinals and toilet bowls must be free of calcium build - up, acid, odour, bacteria, residue cleaner and all visible dirt leaving the surfaces with a clean appearance. After sanitising, toilet and hand basins will be free of dirt and dust.

**Toilet Partitions - Clean**

On completion of cleaning of toilet partitions the surface must be free of all removable marks, dust and be visibly clean with a uniform appearance. Non-removable marks (graffiti) are to be referred to the Customer’s Representative.

**Toilet Units, Hand Basins - Clean And Sanitise**

After cleaning and sanitising, toilets and hand basins must be free of dirt, dust, stains and marks, cleaner residue and bacteria.

**Walls (Brick) - Spot Clean**

After spot cleaning has been carried out on brick walls, all removable marks and dirt are to be eliminated leaving the surface visibly clean and free of any residue cleaner. Non-removable graffiti on external walls is not to be cleaned but referred to the Customer’s Representative.

**Walls (Painted) - Spot Clean**

On completion of spot cleaning on painted walls, surfaces must be free of marks, dust, and residue cleaner and be visibly clean with a uniform appearance.

**Window Tracks - Vacuum**

On completion of vacuuming, the window grooves will be free of dust, sand, dead insects and debris leaving the surfaces clean and unobstructed.

**Wooden Furniture - Polishing**

After polishing, wooden furniture must be free of dust and marks and will be clean with a uniform high sheen for lasting protection.

# Specification

Consider including specifications for the delivery of Community Outcomes relevant to this Request. See the [*Western Australian Social Procurement Framework Practice Guide*](https://www.wa.gov.au/government/publications/western-australian-social-procurement-framework) for information about incorporating the delivery of Community Outcomes into specifications.

Refer to and ensure compliance with Procurement Rule D2 – Request Specifications and all the subsection Rules when developing your specification particularly if this Procurement is a Covered Procurement.

## Location of Services

Cleaning services are required at the following Premise/s, except for those areas and services listed as exclusions at clause 2.2.3.

Building Name

Building Address

Suburb/Town

See attached plans/room listing for actual areas. *[Plans and/or actual cleaning area details* ***must*** *be attached to the Request]*

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

## Description of Services

The cleaning Services required will comprise of the following.

### **Regular cleaning services:**

1. Daily Services (floor, glass and general cleaning), as specified;
2. Monthly Service, as specified; and
3. Day Cleaner, as specified. [if applicable, otherwise delete]

### **Periodic Services:** [add/delete services required] (discuss with client)

1. Carpet cleaning, as specified;
2. Internal and external window and glass cleaning, as specified;
3. Stripping and sealing of hard floors, as specified;
4. Other emergency services, as required.

The Premise/s, as specified to be cleaned in the Description of Services, will be occupied during the term of the Customer Contract.

### **Exclusions**

[customise to suit individual client needs]

The successful Respondent will not be required to clean:

1. Areas:
	* Outside drains and spoon drains regardless of the proximity to buildings;
	* Storerooms except for Periodic Cleaning Services when they are left open and the floor is cleared; and
	* All gutters.
2. Equipment:
	* Obstructed tables, benches etc.;
	* Full sinks;
	* Work benches, machines and hand tools;
	* Cups, glasses, plates etc.;
	* Sanitary disposal units;
	* Refrigerators, freezers, stoves, microwaves, dishwashers and urns. Outsides to be cleaned as per regular services;
	* Stove tops (elements and spill trays);
	* Inside cupboards, and under sinks;
	* Plants rooms; and
	* Machines, such as: Photocopiers, Cash registers, Telephone/fax machines, Laboratory Equipment, Computer equipment.

Such equipment must not be touched or disturbed under any circumstances.

### **Hours of Work**

[customise to suit individual client needs]

The Premises must be serviced five (5) days per week, Monday to Friday, with the exception of any gazetted public holidays on which the building is not open for business [amend if client requires Saturday and/ or Sunday cleaning]

All regular and daily cleaning services, with the exception of the day cleaner, must be performed between the hours stated below:

* + commence cleaning after --------- p.m. and complete it not later than ------------ a.m. on each working day except as otherwise directed or specified.

The day cleaning service, as described at clause 2.3.1 below, must be performed between the hours stated below:

* + commence duties at --------- a.m. and complete at ------------ p.m. on each working day except as otherwise directed or specified.

Where normal scheduled cleaning cannot be performed due to circumstances controlled by the Customer, i.e. the presence of the Customer’s staff outside normal hours, etc., the Customer will, where necessary, agree a variation with the Contractor.

## Standards and Outcomes

### **Regular Cleaning Service – Daily Standard**

[customise to suit individual client needs]

At 8.00am, or any other such time as may be agreed by the Customer in writing, on each working day the Premises must be visibly clean to the standard specified up to a height of two (2) metres.

The Premises will be deemed to be clean if:

#### All floors, walls, windows, internal glass, public counters, doors, desks, benches and furniture are free of dust, paint, marks and general residue;

#### All ledges, sills and skirting boards are free of dust and cobwebs;

#### All carpeted areas are visibly clean and free of ingrained dirt and stains;

#### All vinyl floors have an even shine, are free of marks and are slip resistant;

#### All fittings are free from visible dirt and residue cleaner, including sinks, water drinking units and, where specified, kitchen equipment (i.e. external surfaces of Microwave ovens, Refrigerators, Cafe bars, etc.);

#### All under roof external walls, eaves and vents are free of dust and cobwebs;

#### Any hosed areas are reasonably dry after hosing down;

#### All door recesses and mats are free of dirt;

#### All toilet fittings, including hand basins, chrome fittings, urinals, toilet seats, pans and all mirror are clean and sanitised;

#### All toilet/shower wall tiles and dividing walls are clean, toilet floors are clean and disinfected;

#### All empty toilet paper and hand towel dispensers have been refilled hand soap has been replenished;

#### All rubbish bins have been emptied, rubbish has been removed and bin liners replaced as necessary;

#### All floor surfaces of the undercover/internal car parks are visibly clean and free of grease stains and other foreign matter; (Verify otherwise delete) and

#### Inspection pits and surrounding areas are clean of all oil and grease. Waste-water and all debris are removed. (Verify otherwise delete)

**Note:**

Cleaners must not read, move or otherwise interfere with any items or papers left on desks.

Any fire doors are to be in an operating mode at all times, i.e. able to gain access from floors to stairwells at all times. Fire doors are not to be propped open or left ajar at any time.

### **Regular Cleaning Service – Monthly Standard**

[customise to suit individual client needs]

Once a month all daily standard cleaning to be done up to a height of three (3) metres.

Once a month all venetian / vertical blinds, columns, light fittings (detachable), under eaves, verandas, exposed air-conditioning grille vents and ducting and ceiling fans are free of dust, marks, cobwebs, smudges and smears at each level of the building.

The successful Respondent must submit a schedule of these items to the Customer’s Representative before the Commencement Date.

### **Regular Cleaning Service - Daytime Cleaner**

[customise to suit individual client needs or delete if not applicable]

Daytime cleaning Services requires the presence of a daytime cleaner during the hours specified.

The daytime cleaner is responsible for:

#### Ensuring every part of the premise is maintained visibly clean, i.e. no soiling, loose papers, over-flowing bins emptied, etc.

#### Ensuring that the toilets are kept clean and that toilet paper, hand towels and soap dispensers are replenished as required as per regular services.

#### Canteen dining area floors (where applicable) are spot cleaned as required (or as necessary) throughout the day and bins emptied where necessary.

#### The canteen/staff room areas (where applicable) are to be spot cleaned as required (or as necessary).

#### All glass entrance doors must be spot cleaned throughout the day as necessary.

#### Emergency spot cleaning is carried out when directed by the Customer’s Representative.

#### Any other cleaning requirement as directed by the Customer’s Representative.

### **Periodical Cleaning Service**

[customise to suit individual client needs]

The frequency stated for periodical cleaning Services are a guide only. These Services may or may not be carried out or extra Services may be requested depending on circumstances at the time and other factors such as budgetary constraints etc.

#### **Carpet Cleaning Requirements**

The successful Respondent must clean, by the method nominated by the Customer’s Representative (i.e. hot water extraction, except where the carpet manufacturer recommends otherwise), all carpeted areas as specified by the Customer. The method, frequency and areas to be cleaned, unless directed otherwise by the Customer’s Representative, are:

* + Hot Water Extraction, Except Where The Carpet Manufacturer Recommends Otherwise - Three (3) Monthly - All Public Areas\*
	+ Hot Water Extraction, Except Where The Carpet Manufacturer Recommends Otherwise - Six (6) Monthly - All Public Areas Plus Heavy Traffic Areas\*
	+ Hot Water Extraction, Except Where The Carpet Manufacturer Recommends Otherwise - Yearly - Total Carpeted Areas\*

(\*as indicated on the attached plan/floor area listing)

#### **Internal and External Window and Glass Cleaning**

The successful Respondent must:

* + Thoroughly brush the exterior framework free from dust and grime and then swab clean prior to cleaning the glass.
	+ Remove all cobwebs from external eaves and framework.
	+ Remove and clean all detachable insect-screens and clean to remove dust and grime and then refit.
	+ Wash the glass (both sides) free of dirt, and then squeegee the glass clean.
	+ Wipe clean the interior framework and damp swab leaving no smears. The framework includes sash surrounds to the glass panes, head, sill, joints, mullions, transoms to the glass. It also includes glazing beads.
	+ Cleaning must be at a frequency (please specify) and time mutually agreed with the Customer’s Representative - includes all internal glass partitions (both sides).

#### **Floor Stripping and Sealing**

Hard floors must be stripped and sealed in the first month of the Customer Contract or at a frequency of (please specify) or as agreed with the Customer’s Representative.

Areas subject to floor stripping and sealing, will be specified by the Customer’s Representative.

For periodical cleaning Services listed above, the (State Agency name) reserves the right to obtain quotations and have these tasks performed by other cleaning companies.

### **Equipment and Materials**

[customise to suit individual client needs]

a) The successful Respondent must provide at its own cost and expense, all labour, materials, plant, equipment and everything necessary for the proper and complete performance of the Customer Contract. This includes if necessary, harnesses and special equipment for cleaning of external windows.

b) The successful Respondent must ensure that:

* All equipment and materials are of commercial quality and operators have a complete understanding of equipment and materials used.
* At all times machinery including but not limited to vacuum cleaners, polishing machines, scrubbing machines etc. including electrical leads and attachments are to be maintained in an efficient and safe condition.
* All equipment including but not limited to mops, mop buckets, sweeping tools, squeegees etc. are to be maintained in an efficient and safe condition. Mops are to be cleaned, rinsed and dried after each use and are not to be left in dirty water.

**Note:** Cleaning equipment used in toilets must NOT be used in other areas and must be colour coded and the detail of the colour coding supplied to the Customer’s Representative.

* Dusting cloths are to be of a non-lint variety and are to be replaced or washed clean to ensure efficient use.
* Detergents and disinfectants are to have the appropriate pH factor compatible with the use for which they are intended.
* Ensure that where practicable all products, substances and materials used in the performance of the Services are not harmful to any person if used in accordance with the manufacturer’s directions for use and are “environmentally friendly”.
* Carpet spotting materials are to be of a nature compatible with the carpet type, mark or stain that is to be removed.
* The successful Respondent must not, without the prior approval of the Customer’s Representative, store any poisonous, explosive, corrosive or flammable liquids, gas, oil or dangerous substance upon the Premises to be cleaned.
* Ladders, scaffolding and all other equipment used in the performance of the Contract are safely stored away from access by unauthorised persons when not in use. Equipment unable to be stored in the successful Respondent's store to be removed from the site immediately.
* All portable and fixed electrical equipment used by the successful Respondent is to comply with the relevant Regulations including requirements relating to residual current devices and the current Australian Standard for in-service safety inspection and testing of electrical equipment (AS 3760).

### **Toiletries, Bin Liners and Other Consumables**

[customise to suit individual client needs]

(State Agency) will supply all toiletries, bin liners and other consumables. The successful Respondent will draw from the available stock and advise the Customer Representative when replenishment is required.

*[Delete clause 1.3(d) of the Pricing Schedule if this alternative is used and amend 2.3.5 (a)]*

[or]

The successful Respondent will supply and replenish toiletries, bin liners and other consumables, such costs to be included in the tendered price for Regular Cleaning Services.

[or]

The successful Respondent must supply all toiletries, bin liners and other consumables, at cost plus 10%, invoiced monthly.

*[Note: Amend pricing schedule to require an estimate of annual costs for these items]*

Part B – Content Requirement and Respondent’s Offer

*Part B should be completed by the respondent and returned to the Contract Authority or Customer (refer ‘submission of offer’ requirements of clause 2.1 in the Request Conditions).*

# Note to Respondent

In preparing its Offer, the Respondent must:

1. address each requirement in the form set out in this Part B;
2. take into account the Customer Contract requirements, as explained in the Customer Contract Details. The Respondent must read these in conjunction with the General Conditions.
3. in respect of the Qualitative Requirements in Section 5 in this Part B, provide full details of any claims, statements or examples. No detail is to be referenced to any website (refer ‘(no reference to information on websites)’ under clause 2.7 of the Request Conditions;
4. assume that the Contract Authority or Customer has no knowledge of the Respondent, its activities, experience or any previous work undertaken by the Respondent for the Contract Authority, Customer or any other State Agency; and
5. nominate any Offer Information that the Respondent wishes to expressly and reasonably nominate as confidential for the purposes of the Request Conditions.

# Identity of Respondent

The Respondent must provide the following details:

|  |
| --- |
| **Respondent to Complete**: |
| 1. Name of Legal Entity:
 |   |
| 1. ACN (if a company):
 |   |
| 1. Registered address of Company or address of principal place of business if no registered address:
 |    |
| 1. Business Name:
 |   |
| 1. ABN:
 |   |
| 1. Contact Person:
 |   |
| 1. Contact Person Position Title:
 |   |
| 1. Email:
 |   |
| 1. Telephone:
 |   |
| 1. Address and email for service of contractual notices:
 |    |

**NB: The Offer does not require the Respondent’s signature**.

# Pre-Qualification Requirements

There are no pre-qualification requirements for this Request.

[or]

The Contract Authority or Customer will not consider any Offer that does not meet all of the following Pre-Qualification Requirements:

**These Should Be Specified With Extreme Caution**

1. (for example) Quality (should not be used for cleaning contracts below $1M or in regional locations, unless deemed necessary by the Customer, or for services delivered in regional areas)

[Requesting that Respondents have certification to the AS/NZS ISO 9001:2016 Quality Management Systems standard (or similar standards) is appropriate for complex, high risk and high value procurements, particularly those requiring specialist skills, knowledge, innovation or design that may affect departmental programs. Unless there is a specific need for this standard, do not request it]

|  |
| --- |
| The Respondent must provide a management system certified as complying with the requirements of AS/NZS ISO 9001:2016 – Quality Management Systems – Requirements. The Respondent’s scope of registration must include **[state specific requirement]** [Design / Standard].**Respondent to Complete:**Does the Respondent have a quality management system that complies with the quality assurance requirements specified in this clause? |
| Yes [ ]  | No [ ]  |

1. (for example) Attendance at Mandatory Briefing

|  |
| --- |
| The Respondent, or its representative, must have attended the mandatory briefing described in clause 1.5 of Part A**Respondent to Complete:**(for example) Did the Respondent attend the mandatory briefing? |
| Yes [ ]  | No [ ]  |

# Compliance and Disclosure Requirements

The Contract Authority or Customer will, in its value for money assessment, consider the extent to which the Offer satisfies the following Compliance and Disclosure Requirements. The Contract Authority or Customer reserves the right to reject any Offer that does not properly address any of the Compliance and Disclosure Requirements, and/or which contains material departures from the Customer Contract Details and/or General Conditions.

**a) Compliance**

**(i) Customer Contract Details**

|  |
| --- |
| The Respondent must confirm whether it will comply with the Customer Contract Details (excluding the General Conditions and Schedules). If the Respondent will not comply with any clause of the Customer Contract Details, the Respondent must set out:1. the clause it will not comply with;
2. the extent of non-compliance – including the alternative clause, if any, or a description of any changes it requires to the Customer Contract Details; and
3. the reason for non-compliance.

**Respondent to Complete:**Does the Respondent agree to the Customer Contract Details? |
| Yes [ ]  | No [ ]  |
| If no, provide details: |

**(ii) General Conditions / Schedules**

|  |
| --- |
| The Respondent must confirm whether it will comply with the General Conditions and Schedules. If the Respondent will not comply with any of the General Conditions and Schedules, the Respondent must set out:* + 1. the General Condition / Schedules it will not comply with;
		2. the extent of non-compliance – including the alternative clause, if any, or a description of any changes it requires to the General Conditions / Schedules; and
		3. the reason for non-compliance.

**Respondent to Complete:**Does the Respondent agree to the General Conditions/Schedules? |
| Yes [ ]  | No [ ]  |
| If no, provide details: |

1. **Disclosures**

**(i)** **Participants (including subcontractors)**

|  |
| --- |
| **Respondent to Complete:**Is the Respondent acting as an agent or trustee for another person or persons? |
| Yes [ ]  | No [ ]  |
| If yes, provide details: |
| AndIs the Respondent acting jointly or in association with another person or persons? |
| Yes [ ]  | No [ ]  |
| If yes, provide details: |
| AndHas the Respondent engaged, or does the Respondent intend to engage, another person or persons as a subcontractor in connection with the supply of the Services? |
| Yes [ ]  | No [ ]  |
| If yes, provide the following details for each subcontractor:Full legal name of subcontractor:Business name of the subcontractor:ACN / ARBN (if applicable):Postal address:Requirements to be subcontracted: |
| [ ]  The Respondent warrants that the Respondent has obtained consent from each above-named subcontractor permitting the Respondent to receive information from the Customer and the Contract Authority as to whether the subcontractor is a suspended supplier within the meaning of the *Procurement (Debarment of Suppliers) Regulations 2021*, for the purposes of this procurement process and any resulting Customer Contract. |

**(ii)** **Criminal Convictions**

|  |
| --- |
| The Respondent must confirm that neither the Respondent, nor any of the Respondent’s senior officers (as defined in regulation 3(1) of the *Procurement (Debarment of Suppliers) Regulations 2021*), nor any person included in the Specified Personnel has been convicted of a criminal offence that is punishable by imprisonment or detention.**Respondent to Complete:**Has the Respondent or any of the Respondent’s senior officers or any person included in the Specified Personnel been convicted of a criminal offence that is punishable by imprisonment or detention? |
| Yes [ ]  | No [ ]  |
| If yes, provide details: |

**(iii)** **Conflict of Interest**

|  |
| --- |
| The Respondent must declare and provide details of any actual, potential or perceived conflict of interest.**Respondent to Complete:**Does the Respondent have any actual, potential or perceived conflict of interest in relation to the performance of the Customer Contract (if awarded) by the Respondent? |
| Yes [ ]  | No [ ]  |
| If yes, the reasons why: |

**(iv)** **Cleaning Award or Agreement**

|  |
| --- |
| **Respondent** must state which cleaning award or agreement the Offer has been based on.**Respondent to Complete:**The cleaning award or agreement utilised in the Offer is: |

**(v)** **Small Business, Australian Disability Enterprise (ADE), Aboriginal Business and/or ACCO**

|  |
| --- |
| **Respondent to Complete:**Respondent is required to disclose whether it is a: |
| 1. small business that employs less than twenty (20) people; and/or
 |
| Yes [ ]  | No [ ]  |
| 1. registered Australian Disability Enterprise (ADE) – registered means to be listed as an approved ADE on the Australian Disability Enterprises website at: [*http://buyability.org.au/directory/*](http://buyability.org.au/directory/); and/or
 |
| Yes [ ]  | No [ ]  |
| 1. registered Aboriginal business – the business is to be registered on the Aboriginal Business Directory WA at: [*http://www.abdwa.com.au/*](http://www.abdwa.com.au/) and/or on Supply Nation’s Indigenous Business Direct at [*http://supplynation.org.au/*](http://supplynation.org.au/).
 |
| Yes [ ] If Yes, registered on:[ ]  Aboriginal Business Directory WA[ ]  Supply Nation’s Indigenous Business Direct[ ]  Both | No [ ]  |
| (D) Aboriginal Community Controlled Organisation (ACCO) – means the organisation is:* incorporated under State or Commonwealth legislation and not for profit;
* controlled and operated by a majority of Aboriginal and/or Torres Strait Islander people;
* involved or connected to the community, or communities, in which it delivers the services;
* governed by a majority Aboriginal and/or Torres Strait Islander governing body.

*(Aboriginal Community Controlled Organisation is as defined in the* [*Delivering Community Services in Partnership Policy*](https://www.wa.gov.au/government/multi-step-guides/buying-community-services/getting-started-community-services-procurement/introducing-the-delivering-community-services-partnership-policy)*.)* |
| Yes [ ]  | No [ ]  |
| If Yes, provide the Respondent’s Australian Charities and Not-for-profits Commission (ACNC) registration as well as one of the following:* details of the Respondent’s registration with the [Office of the Registrar of Indigenous Corporations](https://www.oric.gov.au/) (ORIC) or the [Australian Securities & Investments Commission](https://asic.gov.au/) (ASIC) or the [Department of Energy, Mines, Industry Regulation and Safety](https://www.dmirs.wa.gov.au/) (DEMIRS); or
* an extract of the relevant provisions of the Respondent’s constitution or governing documents.
 |

**(vi)** **Credit Card/Purchasing Card Payment** [delete if not applicable]

|  |
| --- |
| **Respondent to Complete:**The use of credit cards/purchasing cards by agencies is actively promoted as a payment method.The Respondent is required to disclose whether it agrees to receive credit card/purchasing card payment.Does the Respondent agree to receive credit card/purchasing card payments? |
| Yes [ ]  | No [ ]  |
| [Please refer to clause 21.6 of the Request Conditions and General Conditions of Contract for additional information] |

# Qualitative Requirements

The Contract Authority or Customer will, in its value for money assessment, consider the extent to which the Offer satisfies the following Qualitative Requirements. The Contract Authority or Customer reserves the right to reject any Offer that does not properly address and satisfy any of the Qualitative Requirements. The Contract Authority or Customer will not consider references to information on websites when evaluating an Offer.

Each Qualitative Requirement has equal weighting.

or

The Qualitative Requirements are not weighted equally. Refer to the % weighting (xx% weighting) for each Requirement listed below.

1. **Demonstrated Experience in Similar or Equivalent Type Facilities** (50% Weighting) [Use 50% Weightings For All Contracts Under $500,000 With A Regional Delivery Point Or Under $1 Million With A Metropolitan Regional Delivery Point. For Contracts Of $500,000 And Above With A Regional Delivery Point Or $1 Million Or Above With A Metropolitan Delivery Point, Use 40% Weighting If Participation Plan Qualitative Requirement Is Weighted 20% Or 45% If Participation Plan Qualitative Requirement Is Weighted 10%]

The Respondent must:

1. Provide details, using the following headings and format, of contracts undertaken over the last five years that are of a similar type, size and dollar value or which may be of an equivalent nature with particular reference to any contracts undertaken in **Western Australia**.

**Respondent to Complete:**

Respondent to provide the information required under this clause.

|  |  |  |  |
| --- | --- | --- | --- |
| Client | Premise Type (e.g. office building, school etc.) & Services Provided | Area Size (m2) | Contract PeriodFrom - to |
|  |  |  m2 |  |
|  |  |  m2 |  |
|  |  |  m2 |  |
|  |  |  m2 |  |
|  |  |  m2 |  |
|  |  |  m2 |  |
|  |  |  m2 |  |
|  |  |  m2 |  |
|  |  |  m2 |  |

[insert additional lines/pages if insufficient space]

1. Provide a detailed explanation as to the similarities between each of the contracts listed above and the requirements of this Request.

**Respondent to Complete:**

Respondent to provide the information required under this clause.

[insert additional lines/pages if insufficient space]

1. Provide details, using the following headings and format, of at least three referees. The Customer may or may not choose any, or all, of the referees for a report. The Customer also reserves the right to seek a report from any Government site not nominated, with which the Respondent has had contracts.

**Respondent to Complete:**

Respondent to provide the information required under this clause.

|  |  |  |
| --- | --- | --- |
| Referee Name | Company | Contact Details |
| Telephone No. | Facsimile No. |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

[insert additional lines/pages if insufficient space]

1. **Demonstrated Ability to Manage the Contract, Staff and Performance** (50% Weighting) [Use 50% Weightings For All Contracts Under $500,000 With A Regional Delivery Point Or Under $1 Million With A Metropolitan Regional Delivery Point. For Contracts Of $500,000 And Above With A Regional Delivery Point Or $1 Million Or Above With A Metropolitan Delivery Point, Use 40% Weighting If Participation Plan Qualitative Requirement Is Weighted 20% Or 45% If Participation Plan Qualitative Requirement Is Weighted 10%]

The Respondent must:

1. Provide details of the proposed site supervisor and/or contract manager, outlining their industry experience and contracts managed. Respondents must also provide curriculum vitae of the site supervisor and/or contract manager and other key personnel relevant to this service.

**Respondent to Complete:**

Respondent to provide the information required under this clause.

[insert additional lines/pages if insufficient space]

1. Provide details on the number of actual cleaning hours (excluding periodic cleaning) for the Regular Cleaning Service component of their offer that their tendered Price [refer Schedule 3, 1.1] has been based on.

**Respondent to Complete**:

Respondent to provide the information required under this clause.

Daily number of Hours (refer to section 2.3.1):

Monthly Number of Hours (refer to section 2.3.2):

[Delete if no Day Cleaner]Daytime Number of Hours (refer to section 2.3.3):

Which corresponds to a total Yearly Number of Hours of:

1. Provide details of your training and skills maintenance policies and procedures. Respondents, as a minimum, must include: -
* What training is provided to cleaners, supervisors and management - both in-house and external;
* Who provides the training;
* The average number of hours and dollar value ($) spent annually on training per cleaner/supervisor/manager; and
* What systems or procedures are in place to monitor the training of employees and how are future training needs identified

**Respondent to Complete:**

Respondent to provide the information required under this clause.

[insert additional lines/pages if insufficient space]

1. Provide details of your proposed performance and contract management systems and practices to achieve contract outcomes at the designated location of the service.

**Respondent to Complete:**

Respondent to provide the information required under this clause.

[insert additional lines/pages if insufficient space]

1. Provide details on how you intend to develop a sound client relationship including reporting processes.

**Respondent to Complete:**

Respondent to provide the information required under this clause.

[insert additional lines/pages if insufficient space]

1. Provide a Company Profile including details of:
* Company history, organisation chart outlining staff positions/levels and their location, membership of relevant industry associations, infrastructure to undertake the required services and activities; and
* Services they intend to sub-contract and details of the proposed sub-contractor/s.

**Respondent to Complete:**

Respondent to provide the information required under this clause.

[insert additional lines/pages if insufficient space]

1. **Participation Plan** (10% Or 20% Weighting)

*[Use for both Goods and Services, for all Requests with estimated contract value of $1 Million and above with contract delivery points in the Metropolitan Area, or $500,000 for delivery points in Regional Western Australia and an exemption from inclusion of the Participation Plan as a qualitative requirement has not been sought and granted by the Director General, Department of Jobs, Tourism, Science and Innovation]*

*[Agencies have discretion to choose if this criterion is weighted at 10% or 20%. the decision should consider factors like, but not limited to, contract value, duration, location, market competition and realisable benefits. Refer to the current “WAIPS Operation Guide for Agencies” for more detail. Email* *industrylink@jtsi.wa.gov.au* *to obtain a copy of the guide.]*

This criterion is a requirement of the Western Australian Industry Participation Strategy (WAIPS). Information on the [WAIPS](https://www.wa.gov.au/organisation/department-of-jobs-tourism-science-and-innovation/western-australian-industry-participation-strategy) can be found at [WA.gov.au](https://www.wa.gov.au/organisation/department-of-jobs-tourism-science-and-innovation/western-australian-industry-participation-strategy).

The Participation Plan type required for this Request is a [**Core** or **Full** [drafter to select]] Participation Plan for goods and services.[Core = total contract value of $1 million to $5 million for Metro delivery points or total contract value of $500,000 to $5 million for Regional delivery points. Full = total contract value of above $5 million for both Metro and Regional delivery points]

Respondents are to download the [WAIPS Participation Plan template](https://www.wa.gov.au/government/publications/waips-participation-plan-template) from [WA.gov.au](https://www.wa.gov.au/government/publications/waips-participation-plan-template) and are to complete the plan in line with the requirements for a [**Core** or **Full** [drafter to select]] Participation Plan. The completed Participation Plan must be submitted with the Respondent’s Offer as a separate attachment.

Respondents should refer to the [How to complete a WAIPS participation plan](https://www.wa.gov.au/government/publications/how-complete-waips-participation-plan) guide when completing the Participation Plan.

Additional assistance may also be sought from the [Industry Link Advisory Service](https://www.wa.gov.au/organisation/department-of-jobs-tourism-science-and-innovation/support-businesses), Department of Jobs, Tourism, Science and Innovation no later than five (5) business days before the Request Closing Date.

The Contract Authority or Customer will, in its value for money assessment, consider as a Qualitative Requirement the extent to which Section B of the Participation Plan meets the Participation Objectives.

The Contract Authority or Customer reserves the right to reject any Offer that does not contain a Participation Plan which properly addresses the matters outlined in the WAIPS Participation Plan template.

**Respondent to Complete:**

A [**Core** or **Full** [drafter to select]] Participation Plan has been completed and attached to our Offer.

Yes [ ]  No [ ]

If successful, your response to the Participation Plan will be forwarded to the Industry Link Advisory Service (ILAS), Department of Jobs, Tourism, Science and Innovation.

# Customer Contract Insurance Requirements

The Respondent must demonstrate that it has the insurances required under Schedule 1 - Customer Contract Details.

|  |
| --- |
| **Respondent to Complete****Does the Respondent have the insurance requirements set out in Schedule 1 - Customer Contract Details?** |
| **(Yes / No)****If yes, the Respondent must complete the following table:** |
|  | **Insurer** | **ABN** | **Policy No** | **Insured Amount** | **Expiry Date** | **Exclusions, if any** |
| Public Liability Insurance |  |  |  |  |  |  |
| Workers’ Compensation Insurance including cover for:(a) common law liability cover for an amount of not less than $50 million; and (b) principal’s indemnity extension cover for claims and liability under section 175(2) of the *Workers’ Compensation and Injury Management Act 1981*. |  |  |  |  |  |  |
| Motor Vehicle Third Party Liability Insurance[delete row if not applicable] |  |  |  |  |  |  |
| **or**If no, does the Respondent confirm that prior to being awarded a contract, they will obtain the insurance policies set out in Schedule 1 - Customer Contract Details before the Commencement Date?(Yes / No)If no, the reasons why. |

Schedule 3 – Pricing

The Customer will, in its value for money assessment, consider the extent to which the Offer satisfies the following Offered Price and Pricing Requirements. The Customer reserves the right to reject any Offer that does not properly address and satisfy any of the Offered Price and Pricing Requirements.

1. **Offered Price and Price Schedule**

(i) The Respondent must include in the Offer this completed Schedule 3 - Pricing.

(ii) The Respondent must state the basis of its Offered Price in Australian Dollars.

(iii) The Offered Price will be deemed to include the cost of complying with this Request (including the Customer Contract Details and any Addenda available, if any) and the General Conditions and the cost of complying with all matters and things necessary or relevant for the due and proper performance of the Customer Contract. Any charge not stated as being additional to the Offered Price will not be payable by the Customer.

(iv) If the Offered Price is consideration for a taxable supply under the GST Act, the Offered Price will be deemed to be inclusive of all GST applicable to the taxable supply at the rate in force for the time being.

**Respondent to Complete**

|  |
| --- |
| Price Schedule |
| Regular Cleaning Services |
| Total annual price for DAILY and MONTHLY cleaning Services, as specified [Schedule 2 clause 2.3.1 and 2.3.2]. | $.................... p.a. |
| Total annual price for Daytime cleaner, as specified [Schedule 2 clause 2.3.3]. | $.................... p.a. |
| **Total Price For Regular and Daytime Cleaning Services** | **$.................... p.a.** |
| 1.2 Periodical Cleaning Services |
| Carpet Cleaning |  | Frequency |  |
| Quarterly clean | $.............. /clean | …… | $................... p.a. |
| Six monthly clean | $.............. /clean | …… | $................... p.a. |
| Annual clean | $.............. /clean | …… | $................... p.a. |
| Internal Window and Glass Cleaning | $.............. /clean | …… | $................... p.a. |
| External Window and Glass Cleaning | $.............. /clean | …… | $................... p.a. |
| Floor Stripping and Sealing | $.............. /clean | …… | $................... p.a. |
| Other [specify any other periodical cleaning Services] | $.............. /clean | …… | $................... p.a. |
| **Total Price for Periodical Cleaning Services** | **$................... p.a.** |
| 1.3 Other Charges |  |  |  |
| Floor stripping and sealing [as required] |  |  |  |
| * 1. Per square metre
 | $.............. /m2 |  |  |
| * 1. Minimum charge/call-out fee
 | $....................... |  |  |
| Additional carpet cleaning [as required] [hot water extraction] |  |  |  |
| Per square metre | $.............. /m2 |  |  |
| Minimum charge/call-out fee | $....................... |  |  |
| Additional labour: |  |  |  |
| Normal Services |  |  |  |
| 1. Weekdays
 | $.............. /hour |  |  |
| 1. Saturday
 | $.............. /hour |  |  |
| 1. Sunday
 | $.............. /hour |  |  |
| 1. Public Holiday
 | $.............. /hour |  |  |
| Emergency Services |  |  |  |
| 1. Weekdays
 | $.............. /hour |  |  |
| 1. Saturday
 | $.............. /hour |  |  |
| 1. Sunday
 | $.............. /hour |  |  |
| 1. Public Holiday
 | $.............. /hour |  |  |

|  |  |
| --- | --- |
| Consumables (bin liners, hand towels, soaps etc.) (Delete if not applicable, see approach taken at Schedule 2 clause 2.3.6 - Toiletries, Bin Liners and other consumables)Estimate of annual cost of consumables including 10% oncost (these costs are not to be included in the “Regular Cleaning Services” costs at 1.1 above). | $................... p.a. |

1. Settlement Discount

[Only include this clause if payment within 7, 14 or 21 days is feasible. *Furthermore, option (iii) must be removed if most invoices are likely to be under
$1 million, as all invoices under $1 million must be paid within 20 days as of 1 October 2020, in accordance with Treasurer’s Instruction 323.* If not feasible then delete the clause. If settlement discounts are offered by the Respondent, then the discounted price/s must be taken into account when evaluating Offers]

The Respondent must state whether it is prepared to offer a discount if payment of the Price or that part of the Price specified in the invoice is made within:

(i) seven (7) days;

(ii) fourteen (14) days; or

(iii) twenty one (21) days,

of the date of the invoice.

Respondent to Complete:

A discount of:

….% is offered if payment of the Price or that part of the Price specified in an invoice is made within seven (7) days of the date of the invoice;

….% is offered if payment of the Price or that part of the Price specified in an invoice is made within fourteen (14) days of the date of the invoice;

….% is offered if payment of the Price or that part of the Price specified in an invoice is made within twenty one (21) days of the date of the invoice;

1. Regional Price Preferences [delete if not applicable i.e. Metropolitan based contract]

*[Drafters to Note: Refer to section 4 of the* [*WA Buy Local Policy 2022*](https://www.wa.gov.au/government/publications/western-australian-buy-local-policy-2022) *for further detail on Regional Price Preferences including details on multiple points of delivery, and the discretions of an Accountable Authority to modify the application of Regional Price Preferences.]*

The Western Australian Government provides price preferences to Western Australian businesses when they are in competition with other Western Australian businesses for government contracts where the purchase or contract delivery point is in regional Western Australia.

The two types of regional price preferences are Regional Business Preference and Regional Content Preference. Respondents participating in goods and services procurements can claim *either* the regional business preference or the regional content preference, but not both.

In circumstances where one or more Offers are received from businesses located in other States or Territories of Australia or New Zealand and these Offers are not being considered in the final analysis, then the Regional Business Preference or the Regional Content Preference will be applied. The Contract Authority or Customer (as the case requires) retains the complete discretion to determine those Offers in the final analysis.

The Customer reserves the right to request the Respondent to provide documentary evidence to the Customer’s reasonable satisfaction to verify the validity of any claim for a Regional Price Preference. Where the Respondent is unable to provide evidence to the Customer’s reasonable satisfaction to verify its claimed preference, the Customer may consider any such applicable preference to be invalid and not applied to the Offer.

Details regarding the regional price preferences and how they are applied are documented in the Western Australian Government’s WA Buy Local Policy 2022. The policy can be viewed and downloaded at [www.wa.gov.au/government/publications/western-australian-buy-local-policy-2022](https://www.wa.gov.au/government/publications/western-australian-buy-local-policy-2022).

**The regional Contract Delivery Point(s) for this Contract is/are:** [Insert Contract Delivery Point/s]**.**

**The Prescribed Distance for this contract is:** [Insert Number of Kilometres] km, excluding any area falling within Zone 1 (Perth Metropolitan Area). *Remove the reference to ‘excluding any area falling within Zone 1 (Perth Metropolitan Area)’ if no area of the prescribed distance will fall within Zone 1*.

**(i) Regional Business Preference**

Respondents who meet the following requirements are eligible to claim the Regional Business Preference:

* Maintains a permanent operational office within the prescribed distance that is resourced by at least one person who resides in the region and that the business address aligns with its marketing such as a telephone directory listing or the address listed on its website.
* Has had its office established and has conducted similar business and contracting from the office for at least six months prior to the date this Request was released.
* Proposes to manage/deliver the majority of the contract outcomes from the office.

The Customer, when comparing Offers received from an eligible regional business with Offers received from Western Australian based businesses located outside the Prescribed Distance, including Zone 1, Perth Metropolitan Area, will reduce the price of the Offer received from the eligible regional businesses, for evaluation purposes only, by 10% of the total Offer cost calculated to a maximum of $250,000 for goods and services not related to housing and works projects. The preference is calculated by the Customer assessing the offers. Eligible regional businesses must show the total cost of their Offer.

Respondents participating in goods and services procurements can claim *either* the Regional Business Preference or the Regional Content Preference, but not both.

To receive the regional business preference and to ensure the preference is applied correctly where appropriate, Respondents that wish to claim eligibility for the regional business preference must complete the following.

|  |
| --- |
| **Respondent to Complete** |
| The permanent operational office for the Offer submission and for contract delivery and management purposes is located in: |
|  |
|  |
|  |
|  |
| An eligible regional business is one that can bona fide answer “Yes” to all the listed questions below. | **Please click appropriate box** |
| 1. Is your business located within the prescribed distance from the contract delivery point shown above (excluding Zone 1, Perth Metropolitan Area)? | **Yes**[ ]  | **No**[ ]  |
| 2. Does your business maintain a permanent operational office within the prescribed distance from the contract delivery point shown above (excluding Zone 1, Perth Metropolitan Area)? | **Yes**[ ]  | **No**[ ]  |
| 3. Has your business maintained this office and conducted similar business and contracting from this office for at least six (6) months prior to the date this Request was released? | **Yes**[ ]  | **No**[ ]  |
| 4. Is your business resourced by at least one person who resides in the region? | **Yes**[ ]  | **No**[ ]  |
| 5. Will your business manage/deliver the majority of the contract outcomes from the regional office located within the prescribed distance of the contract delivery point? | **Yes**[ ]  | **No**[ ]  |
| 6. The regional business preference is only available to eligible Respondents that bid from their regional business location. Have you bid from an office within the prescribed distance of the contract delivery point? | **Yes[ ]**  | **No[ ]**  |
|  |  |  |

**(ii) Regional Content Preference**

A regional content preference is available to Western Australian businesses located outside the prescribed distance, including businesses located in Zone 1, Perth Metropolitan Area. The regional content preference is only applied to the cost of the services or materials that will be purchased from other businesses that are located within the prescribed distance of a regional contract delivery point, and will be used in the delivery of the contract outcomes.

Eligible regional content is goods, materials or services purchased and used in the delivery of contract outcomes. Eligible costs also include travel, accommodation and meal costs associated with working on a regional contract and all ongoing travel, accommodation and meal costs associated with the delivery of the contract outcome. Land property rental or leasing are not eligible regional content, however other forms of leasing, renting and hiring of services are eligible costs.

In comparing Offers received from Western Australian based businesses, the cost of the declared regional content must be reduced, for evaluation purposes only, by 10% calculated to a maximum of $250,000. The preference is calculated by the Customer assessing the Offers.

Respondents participating in goods and services procurements can claim *either* the regional business preference or the regional content preference, but not both.

The Respondent should refer to Schedule 1 - Customer Contract Details for ongoing obligations with respect to claimed Regional Content Preference.

Respondents must show the actual cost of their regional content by completing the following.

|  |
| --- |
| **Respondent to Complete** |
| The permanent operational office for the Offer submission and for contract delivery and management purposes is located in: |
|  |
|  |
|  |
|  |
| 1. Does your business intend purchasing goods and/or services for use in this contract from regional businesses that are located within the prescribed distance from the contract delivery point (excluding Zone 1, Perth Metropolitan Area)? | **Yes**[ ]  | **No**[ ]  |
| 2. List details of the goods and services, including proposed subcontracting arrangements, your business intends purchasing for use on this contract from regional businesses that are located within the prescribed distance from the contract delivery point. Include the value of the goods and services (attach additional list if required). |
| **Description of the Goods or Services** | **Supplier’s Name & Location** | **Cost****$** |
|  |  |  |  |  |
|  |  |  |  |  |
| **Total Cost of Regional Content:** | $ |
|  |  |

# Attachment A – Cleaning Performance Inspection Report

|  |  |  |
| --- | --- | --- |
| **Area** | **Score** | **Agreed remedial action** |
| **A. Toilets** | Circle one |  |
| Floors, Walls, Partitions | 1 | 2 | 3 | 4 | 5 |  |
| Basins, Counters, Fittings, Mirrors | 1 | 2 | 3 | 4 | 5 |  |
| Toilet Bowls, Seats, Lids, UrinalsExample OnlyRefer to Performance Inspections of Schedule 1-Customer Contract Details- | 1 | 2 | 3 | 4 | 5 |  |
| Showers | 1 | 2 | 3 | 4 | 5 |  |
| Rubbish Removal, Refill Dispensers | 1 | 2 | 3 | 4 | 5 |  |
| Doors and Ceiling Grilles | 1 | 2 | 3 | 4 | 5 |  |
| **B. Offices/Rooms** | Circle One |  |
| Empty Bins, Replace Liners | 1 | 2 | 3 | 4 | 5 |  |
| Carpets | 1 | 2 | 3 | 4 | 5 |  |
| Walls, Doors, Glass Windows | 1 | 2 | 3 | 4 | 5 |  |
| Sills, Ledges etc | 1 | 2 | 3 | 4 | 5 |  |
| Air-Conditioning Diffusers, Vents | 1 | 2 | 3 | 4 | 5 |  |
| Furniture, Desks, Cabinets | 1 | 2 | 3 | 4 | 5 |  |
| **C. Staff Room/Kitchen/Pantry** | Circle One |  |
| Empty Bins, Replace Liners | 1 | 2 | 3 | 4 | 5 |  |
| Carpets | 1 | 2 | 3 | 4 | 5 |  |
| Walls, Doors, Glass Windows | 1 | 2 | 3 | 4 | 5 |  |
| Appliances, Table Tops | 1 | 2 | 3 | 4 | 5 |  |
| Sinks, Bench Tops, Tiles | 1 | 2 | 3 | 4 | 5 |  |
| Hard Flooring | 1 | 2 | 3 | 4 | 5 |  |
| **D. Lobbies/Public Areas** | Circle One |  |
| Rubbish Removal, Debris, Litter | 1 | 2 | 3 | 4 | 5 |  |
| Carpets | 1 | 2 | 3 | 4 | 5 |  |
| Walls, Doors, Glass Windows | 1 | 2 | 3 | 4 | 5 |  |
| Sills, Ledges etc | 1 | 2 | 3 | 4 | 5 |  |
| Air-Conditioning Diffusers, Vents | 1 | 2 | 3 | 4 | 5 |  |
| Hard Floors | 1 | 2 | 3 | 4 | 5 |  |
| Lifts | 1 | 2 | 3 | 4 | 5 |  |
| Internal Stairs | 1 | 2 | 3 | 4 | 5 |  |
| **E. External** | Circle One |  |
| Rubbish Removal, Debris, Litter | 1 | 2 | 3 | 4 | 5 |  |
| Walkways, Paved Areas | 1 | 2 | 3 | 4 | 5 |  |
| Walls, Under Roof, Eaves | 1 | 2 | 3 | 4 | 5 |  |

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Assessment Rating % | = | Total Score Above |  |  | x | 100 | = | % |
|  |  | Possible Score |  |  |  | 1 |  |  |

**A Score of 80% is Considered to be a “Satisfactory Level of Cleaning Services”.**

|  |  |  |  |
| --- | --- | --- | --- |
| Client: |  | Contractor: |  |
| Signed: |  | Dated: / / | Signed: |  | Dated: / / |

**Cleaning Performance Rating – Notes and Guidelines**

Scoring

Scores should be allocated consistent with the following guidelines:

|  |  |  |
| --- | --- | --- |
| **Points** | **Description** | **Rating Standard** |
| 1 | Totally Unsatisfactory | Required cleaning tasks have clearly not been performed. |
| 2 | Unsatisfactory-needs attention | Superficial cleaning effort only – evidence of loose dust, dirt marks etc. |
| 3 | Adequate | Minimum standards met – improvement required to satisfy client. |
| 4 | Good | Generally clean, all tasks performed well, no evidence of dust, dirt marks etc. |
| 5 | Very Good | A consistently high cleaning standard and responsive service delivered. |

When adding up the “possible score” for calculating the assessment rating, only include those items for which an assessment has been made.

The **Agreed Remedial Action** column should be completed if a score of 1, 2 or 3 is given. The action required to remedy the identified issue should be noted, e.g. remove marks on wall, clean bench tops, remove dust from ledges etc.