



REQUEST FOR QUOTATIONS – CONTRACT NO. QBSC/17/076

Preferred Supplier of Cleaning Services of Burdekin Library – Ayr and Home Hill Branch Library - Recalled

Background

1. Pursuant to section 233 of the *Local Government Regulation 2012* (Qld), Burdekin Shire Council ('Principal') intends to appoint a preferred supplier of Cleaning Services of Council's Burdekin Library – Ayr and Home Hill Branch Library ('Services') for the period commencing on 1st March 2018 and ending on 1st March 2020 ('Term').
2. The Principal invites quotations from suitably qualified parties for appointment as the Principal's preferred supplier of the Services

Scope of Services

3. The Services are described in Appendix 1– Scope of Services ('Scope').

Agreement

4. If a quotation is accepted, the respondent:
 - (a) will be appointed as the Principal's preferred supplier of the Services for the Term;
 - (b) will be required to enter into an agreement with the Principal in the form contained in **Appendix 2 – Services Agreement ('Agreement')**.
5. The Agreement will not include any alternative terms, conditions or qualifications which a respondent submits with a quotation unless specifically and expressly accepted in writing by the Principal.

Quotation

6. A quotation must be:
 - (a) delivered to Burdekin Shire Council, 145 Young Street, Ayr Qld 4807 by no later than 12 noon on Friday, 2 February, 2018;
 - (b) The Respondent must submit:
 - the original of the Form of Quotation and Price Schedule;

- documentation demonstrating experience in the provision of services required by this quotation.
- Quotations must be submitted duly signed and in a sealed package clearly endorsed with the Quotation Title and Reference Number and must be addressed to:
- To: The Chief Executive Officer
Burdekin Shire Council
P.O. Box 974
AYR QLD 4807

Attention: Alexis Adams

or hand delivered to:

Customer Services Section
Burdekin Shire Council
145 Young Street, Ayr

- (c) The Council will accept no responsibility in the event that a Quotation is not received by the closing time.
- (d) Any quotation not received before the specified closing time being no later than 12 noon on Friday, 2 February, 2018, will not be considered unless there is satisfactory evidence provided that the quotation:
- was delivered before the specified closing time; or
- was either posted or dispatched by a recognised carrier providing direct delivery service to the Council Administration Building in sufficient time for delivery before the specified closing time under normal circumstances, but was still in course of delivery by post or by the recognised carrier at the specified closing time due to circumstances outside the control of the Respondent.
- (e) Quotations received by telephone or electronically will not be considered.
- (f) Offers will be opened after the closing time.
- (g) Offers will not be opened publicly.
- (h) respondents must attend a mandatory site inspection to be held on Wednesday, 17 January, 2018 at 9.00am at the Burdekin Library and 10.30am at the Home Hill Branch The site inspection will provide respondents with the opportunity to clarify any uncertainties with the contact person prior to the closing time. Please confirm with the contact person, Mrs. Alexis Adams on (07) 4783 9971 your attendance at this meeting no later than 4:00pm, Tuesday, 16th January, 2018. Failure to attend this inspection will render the respondent ineligible to submit a quotation;
- (i) valid for a period of no less than (1) month;

- (j) accompanied by the response schedules included in **Appendix 3 – Service Fee Schedule** and all information and documentation required; and
 - (k) no longer than 300 pages including all supplements, annexures, reports, schedules or appendices.
7. Respondents may submit a quotation which contains alternatives, qualifications or amendments to or departures from the requirements of the Scope or the Agreement ('Alternative Quotation'). An Alternative Quotation should:
- (a) be clearly marked as 'Alternative Quotation';
 - (b) clearly detail the proposed alternatives, amendments, qualifications or departures and the reason for proposing them;
 - (c) be accompanied by a quotation which complies with the requirements of paragraph 6 and which contains no alternatives, amendments, qualifications or departures; and
 - (d) but for the proposed alternatives, amendments, qualifications or departures, comply with the requirements of paragraph 6.

Principal's Rights

8. The Principal:
- (a) makes no representations and provides no undertakings other than to invite the submission of quotations;
 - (b) is not responsible for, and will not pay or reimburse, expenses, losses or damages which may be incurred by a respondent in the preparation or submission of a quotation;
 - (c) is not bound to accept the lowest or any quotation;
 - (d) will, if it accepts one or more quotations accept the quotation which is most advantageous to the Principal having regard to the sound contracting principles in section 104 of the Local Government Act 2009 (Qld);
 - (e) will use reasonable endeavours to comply with the terms of this request for quotation but shall not be liable upon any claim or for any loss (including loss of potential profit or opportunity) arising out of or in connection with this procurement process (including the exercise by the Principal of any of its rights or a breach of any express or implied term of the request for quotation).
9. The Principal may at its discretion:
- (a) reject or accept any quotation, including:
 - (i) a late quotation;
 - (ii) an Alternative Quotation;
 - (iii) a quotation which does not comply with the requirements of paragraph 6 of this request for quotations; or

- (iv) a quotation which fails to achieve a satisfactory overall score against the assessment criteria stated in this request for quotations or which fails to achieve a satisfactory score against any one or more of those assessment criteria;
- (b) modify or depart from the procedures set out in this request for quotations;
- (c) extend or reduce any timeframes or dates;
- (d) amend, add to or delete any part of the request for quotations;
- (e) suspend, terminate or alter the request for quotations process at any time and for any reason;
- (f) invite any or all persons who submitted a quotation to change their quotation to take account of a change in the request for quotations or any error in the request for quotations;
- (g) undertake any other enquiries or activities which it reasonably considers to be relevant to the request for quotations process;
- (h) negotiate with any one or more persons who submitted a quotation and suspend or terminate such negotiations at any time and for any reason;
- (i) In evaluating quotations, take into account any information which the Principal or any of its personnel have in relation to the respondent, whether or not disclosed in the quotation.

Respondent's warranties

10. By submitting a quotation, a respondent warrants that:
- (a) the respondent has received or obtained copies of all of the documents referred to in this request for quotations;
 - (b) all information provided in or with the quotation is accurate;
 - (c) the respondent has not relied on the accuracy, adequacy or completeness of any documents or information provided by or on behalf of the Principal in connection with this request for quotations in preparing its quotation or determining its quoted sums, rates and prices;
 - (d) the respondent has and will maintain the necessary experience, expertise and skill to perform and complete the work described in the Scope in accordance with the requirements of the Agreement.
 - (e) the quoted rates, sums and prices allows for:
 - (i) all of the risks, contingencies and other circumstances which could have an effect on the cost of executing the services or complying with the other obligations of the successful respondent under the Agreement or any contract entered into pursuant to it, except to the extent that the Agreement or the contract expressly allows an adjustment;

- (ii) the provision of all materials, plant, labour and other services necessary for the proper completion of the Services described in the Scope, whether or not those items are expressly mentioned in the Agreement;
 - (iii) unless the Agreement expressly allows an adjustment, rise and fall in costs; and
 - (iv) all other risks borne by the successful respondent under the Agreement and any contract;
- (f) neither the respondent nor any of its employees or agents has:
- (i) engaged in misleading or deceptive conduct in relation to the procurement process;
 - (ii) engaged in any collusive quotations, anticompetitive conduct, or any other unlawful or unethical conduct with any other respondent, or any other person in connection with the procurement process;
 - (iii) attempted to improperly influence any of the Principal's employees, consultants or elected representatives or violated any applicable law regarding the offering of inducements in connection with the procurement process;
 - (iv) accepted or invited improper assistance of any current or former employee, consultant or elected representative of the Principal, in preparing the respondent's quotation; or
- (g) used any information improperly obtained, or obtained in breach of any obligation of confidentiality in preparing the Respondent's Quotation.
- (h) the respondent has disclosed in its quotation any conflict of interest (whether actual, potential or perceived) arising or which is likely to arise as a result of this request for quotation process or the performance of the obligations which a successful respondent may have under the Agreement.
11. Notwithstanding anything else in this request for quotations or the Agreement, the Principal may refuse to accept a quotation, or may terminate any Agreement, if the Principal is reasonably satisfied that the respondent has breached a warranty in paragraph 10.

Assessment of quotation

12. The following criteria will be considered (but not exclusively) in assessing quotations:

Criteria	Weighting (%)
Local Content	12%
Price	78%
Experience and Capability	10%
Total	100%

12.1 Development of Local Business and Industry

The Respondent must submit with their Quotation a statement with supporting information indicating the permanent staffing levels for technical, trade and support staff in the Respondents office, servicing the Burdekin local government area as defined in the Local Government Regulations 2012 (Qld).

12.2 Price Schedule

The Respondent must complete the Service Fee Schedule attached.
Firm total price for a 24 month period – 01/03/2018 to 01/03/2020.

12.3 Relevant Experience

The Respondent must list three reference sites currently or previously maintained by the Respondent in order to demonstrate experience in completing similar projects.

12.4 Insurance

Current copies of all insurances listed in the Agreement are to accompany the Quotation.

The Principal's documents and information

13. The documents and information provided by the Principal in connection with this request for quotations and any other documents or information concerning the request for quotation are confidential and must not be used, directly or indirectly for any reason other than:
 - (a) for the purpose of preparing the quotation;
 - (b) as required by any law;
 - (c) to obtain legal, accounting or other professional advice;
 - (d) to comply with the respondent's corporate governance requirements.
14. All rights of intellectual property, including copyright, in the documents and information provided by the Principal in connection with this request for quotations remain with the Principal.

The respondent's documents and information

15. Subject to the following paragraphs, documents and information provided by a respondent in connection with a quotation and which are not in the public domain and which are of their nature confidential will be treated by the Principal as confidential.
16. Notwithstanding the preceding paragraph, the Principal may disclose any documents or information provided by a respondent in connection with its quotation:
 - (a) to comply with the Local Government Regulation 2012 (Qld) and the Right to Information Act 2009 (Qld) or as otherwise required by law;
 - (b) to comply with its own policies and procedures; and
 - (c) otherwise as the Principal considers reasonably necessary to properly conduct the procurement process.

17. All rights of intellectual property, including copyright, in any material included in a quotation and relating specifically to the services described in the Scope vest in the Principal upon acceptance of the quotation.

Queries

18. The Principal's representative for this procurement process is Mrs. Alexis Adams who can be contacted on (07) 4783 9970.

Yours faithfully,

Alexis Adams
Library Services Manager

Enclosures:

- Appendix 1 – Scope of Services
- Appendix 2 – Services Agreement
- Appendix 3 – Service Fee Schedule
- Appendix 4 – Contractor Performance Evaluation
- Appendix 5 – Work Health and Safety Information
- Appendix 6 – Electronic Funds Transfer Request



Burdekin
Shire Council

APPENDIX 1 – SCOPE OF SERVICES

SCOPE OF SERVICES – CONTRACT NO. QBSC/17/076

Preferred Supplier of Cleaning Services of Burdekin Library – Ayr and Home Hill Branch Library - Recalled

1. Introduction

The purpose of this cleaning contract is to ensure that the whole of the premises, furnishings and fittings concerned shall present a thoroughly clean and neat appearance to the staff and general public at all times. The requirements laid down herein are a guide to the cleaning contractor who is expected to maintain the premises to the required standard.

2. Particulars of Services

2.1 The area to be covered and the work to be performed by the contractor is the cleaning of the Burdekin Library, 108 Graham Street, Ayr and the Home Hill Branch Library at 77-79 Ninth Avenue, Home Hill.

2.2 Hours of Cleaning

(a) All cleaning under this contract must be performed outside normal library staff hours, or other times as directed by the Supervisor.

Location	Hours to be avoided
Burdekin Library , Ayr	Mon-Fri 8.30am – 5.00pm
	Sat 8.30am – 1.00pm
Home Hill Branch Library	Mon-Tue, Thu-Fri 12.00pm – 5.00pm
	Wed 9.00am – 5.00pm

(b) Meetings may occur at different times outside these hours in the main library space or the Ideas@108 space upstairs at the Burdekin Library.

(c) The contractor shall take all due care so as not to disturb meetings in progress and should note that the Ideas@108 space is not utilised on a daily basis. On average this space is used two to three times per week and on occasions, events are held on a weekend.

2.3 Materials and Service

(a) The contractor shall supply all cleaning agents and machinery necessary for cleaning. A vacuum cleaner with a power head attachment is necessary for vacuuming. Garbage bin liners, paper towels, toilet rolls and hand soap will be provided from Council Store to the cleaner's trolley in the staff area of the Burdekin Library.

(b) The Council will not accept any responsibility for the safekeeping of any equipment, materials or articles belonging to the Contractor which are kept on the premises. Storage of cleaning materials is to comply with Workplace Health and Safety requirements.

- (c) The Contractor shall be required to empty all waste from paper, recycling and floor bins into the sulo bins provided on the Graham Street footpath and place the sulo bins provided on the edge of the footpath in Graham Street every Monday for collection on Tuesday. It will be the Contractor's responsibility to ensure the sulo bins are moved from the footpath edge and to their storage area.
- (d) The Contractor shall maintain the vinyl and tiled floor coverings, carpet, counter tops, in accordance with best Industry Practice.
- (e) The Council's Supervisor is to be given at least one week's notice prior to the commencement of duties in relation to those services listed under Yearly Services.
- (f) If the Specification contains no mention of materials or services, which in the opinion of the Council's officer are reasonably necessary for the satisfactory cleaning of the area to be cleaned, such materials or services are to be provided by the Contractor without any extra charge as if they had been specifically mentioned in the Specification.

2.4 Contractor's Responsibilities

- (a) The Contractor will be issued with security access cards/keys, which will enable access to the building, and the offices contained therein. Under no circumstances will copies of the keys be made without the Council's permission.
- (b) Should the Contractor fail to return any keys as issued, then the Contractor will be liable for the replacement of all locks and replacement keys resulting from such loss. The Burdekin Shire Council shall be entitled to replace the locks and keys and recover their loss from the Contractor.
- (c) The Contractor shall be responsible for the closing and locking of all entrance and access doors to the building at such time after normal library hours as may be directed by the Council's Supervisor.
- (d) The Contractor shall ensure that all electric lights and appliances and all water taps are turned off immediately after use. The Contractor shall also ensure that all windows are shut and fastened and doors are closed and locked where necessary when leaving a room, and on finally leaving the building shall ensure that all entrances and access doors to the building are securely locked. The Contractor shall not permit unauthorised entry.



Burdekin
Shire Council

APPENDIX 2 – SERVICES AGREEMENT



**Burdekin
Shire Council**

Services Agreement (Preferred Supplier of Cleaning Services of the Burdekin Library – Ayr and Home Hill Branch Library) - Recalled

Burdekin Shire Council

('Principal')

[Insert Service Provider's Name]

('Service Provider')

**Cleaning Services of the Burdekin Library – Ayr and Home Hill
Branch Library – 1st April 2018 to 1st April 2020**

Agreement No.: QBSC/17/076

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REFERENCE SCHEDULE

No.	Item	Details	
1.	Service Provider's details	Name:	
		ABN:	
		Address:	
2.	Service Provider's contact person's details	Name:	
		Address:	
		Telephone:	
		Facsimile:	
		Email:	
3.	Term (Clause 2)	Initial Term:	24 months
		Initial Term may be extended by a further period of:	12 to 24 months
4.	Principal's Representative (Clause 4.1)	Name:	Mrs. Alexis Adams
		Address:	108 Graham Street Ayr QLD 4807
		Telephone:	(07) 4783 9970
		Facsimile:	(07) 4783 9999
		Email:	alexis.adams@burdekin.qld.gov.au
5.	Nominated Personnel (Clause 6)	Name	Role
6.	Meetings (Clause 8)	Times for meetings:	As required

No.	Item	Details	
7.	Management plan (Clause 9)	Is the Service Provider required to prepare a management plan?	No
		If yes, the management plan must address:	<input type="checkbox"/> Health and Safety; <input type="checkbox"/> Cultural Heritage; <input type="checkbox"/> Environmental Management; <input type="checkbox"/> Traffic Management; <input type="checkbox"/> Quality Assurance; <input type="checkbox"/> Other (list): * If not selected, the plan is not required to address the topic)
8.	Timing (Clause 10)	Time for commencement of the Services: (Clause 10.1)	1 st April, 2018
		Time for Completion of the Services (if any): (Clause 10.1)	24 months from commencement date with an option for a further extended period of 12 to 24 months
		Other causes of delay for which the Time for Completion will be extended: (Clause 10.3)	*If nothing stated, there are no other causes of delay for which the Time for Completion will be extended
9.	Payment Claims (Clause 12)	Payment claims may be submitted on the last day of each month for Services undertaken.	
10.	Insurances (Clause 15)	Insurance	Amount
		Amount of public liability insurance:	At least \$20,000,000 in respect of any one occurrence and for an unlimited number of claims. Copy of current certificate to be provided with quotation.
		Amount of professional indemnity insurance:	N/A
	Other:	Evidence of Workers Compensation to be provided with quotation.	

Parties:

Burdekin Shire Council of 145 Young Street, Ayr in the State of Queensland.

(Principal)

[Insert Service Provider's Name] of [Insert Service Provider's address] in the State of Queensland.

(Service Provider)

Background:

- A. The Principal called for quotations for a preferred supplier of the Services pursuant to section 233 of the *Local Government Regulation 2012 (Qld)*.
- B. The Service Provider submitted a quotation for appointment as the Principal's preferred supplier of the Services and gave the Principal certain warranties and made certain representations to the Principal in its quotation.
- C. In reliance on the warranties given and representations made by the Service Provider in its quotation, the Principal appointed the Services Provider as its preferred supplier of the Services for the Term.
- D. The Parties wish to enter into this Agreement to record the terms of their agreement.

The Parties agree:

1. PERFORMANCE AND PAYMENT

- 1.1 The Service Provider must provide the Services to the Principal and comply with its obligations under this Agreement on the terms set out in this Agreement at its expense.
- 1.2 The Principal must pay the Service Provider for the Services provided by the Nominated Personnel in accordance with the Service Fees set out in Schedule 2. The Service Fees shall be the Service Provider's only entitlement to monetary compensation for the provision of the Services.

2. TERM

- 2.1 The Service Provider is, subject to the terms of this Agreement, appointed as the Principal's preferred supplier of the Services for the Term.
- 2.2 The Principal may by written notice to the Service Provider at any time during the Term, extend the Term by the period stated in the Reference Schedule, save that the Term (as extended) cannot exceed 2 years unless the Principal is satisfied that the longer term will result in better value for the Principal.
- 2.3 The appointment of the Service Provider as the Principal's preferred supplier of the Services shall not prevent that Principal from engaging another supplier to provide part of the Services, or services identical to the Services during the Term.

3. WARRANTIES

3.1 The Service Provider warrants that:

- (a) as at the date of this Agreement the Service Provider and/or its Personnel (as the case may be) hold all necessary competencies, licences, accreditations, qualifications, permits, clearances or other authorisations which are required for the Service Provider to comply with its obligations under this Agreement, and will maintain such competencies, licences, accreditation, qualifications, permits, clearances or other authorisations at all times during the Term;
- (b) the Service Provider did not:
 - A. engage in misleading or deceptive conduct in relation to the Procurement Process;
 - B. engage in any collusive quotations, anticompetitive conduct, or any other unlawful or unethical conduct with any other respondent, or any other person in connection with the Procurement Process;
 - C. attempt to improperly influence any Personnel of the Principal, or violate any applicable law regarding the offering of inducements in connection with the Procurement Process;
 - D. accept or invite improper assistance of employees or former employees of the Principal in preparing its quotation; or
 - E. use any information improperly obtained, or obtained in breach of any obligation of confidentiality in preparing its quotation.

4. PRINCIPAL'S REPRESENTATIVE

4.1 The Principal's Representative is appointed by the Principal to exercise any of the Principal's rights or functions under this Agreement.

4.2 No other party is permitted to exercise any such right or function without the express written consent of the Principal or the Principal's Representative. The Service Provider must promptly inform the Principal's Representative if it receives any communication in connection with the Services which is purportedly given on behalf of the Principal from a person other than the Principal's Representative.

4.3 The Principal may notify the Service Provider of a change in the Principal's Representative at any time.

5. NATURE OF RELATIONSHIP

5.1 The Service Provider is engaged by the Principal as an independent contractor.

5.2 The Service Provider and its Personnel are not employees, servants, agents or partners of the Principal, are not authorised to bind the Principal in any way and must not represent, imply or hold out to any third party to the contrary.

5.3 Subject to the terms of this Agreement, the Parties acknowledge that the Service Provider is solely responsible for controlling the manner in which the Service Provider and the Nominated Personnel provide the Services.

5.4 The Service Provider is solely responsible for and must solely bear:

- (a) the cost of payment to the Service Provider's Personnel, of remuneration benefits including salaries and wages, annual leave, sick leave, superannuation, insurance,

long service leave and all other benefits to which any of them may be entitled under any contract of service, or contract for service with the Service Provider or under any award, industrial instrument, statute or common law;

- (b) the payment of taxes and duties in respect of such remuneration and benefit; and
- (c) compliance with, and costs of compliance with requirements of law with respect to the Service Provider's employees or agents.

6. NOMINATED PERSONNEL

6.1 The Service Provider must ensure that only Nominated Personnel perform the Services, and that those Nominated Personnel only undertake the role identified in the Reference Schedule.

6.2 The Service Provider may seek the approval of the Principal to change the role of any Nominated Personnel or to engage additional persons as Nominated Personnel to perform the Services. The Service Provider must provide any information reasonably required by the Principal in connection with such a request. The giving or refusal of approval by the Principal will not relieve the Service Provider of any of its obligations or liabilities under this Agreement.

6.3 The Service Provider must ensure that Nominated Personnel:

- (a) have all appropriate qualifications, skills and training to exercise a power or perform a responsibility under Chapter 5, Part 2, Division 2 of the *Local Government Act 2009* (Qld);
- (b) do not exercise any power or perform a responsibility under Division 2, Chapter 5 of the *Local Government Act 2009* (Qld) unless the Nominated Personnel are authorised as Local Government Workers by the Principal;
- (c) comply with all obligations of a Local Government Worker imposed under the *Local Government Act 2009* (Qld);
- (d) comply with any law and standards applicable to the Service Provider, the Services, or the Service Provider's business or operations;
- (e) comply with all codes of conduct, policies, plans, procedures and other requirements of the Principal which are applicable to this Agreement and which are made known to the Service Provider from time to time during the Term;
- (f) comply with all directions of the Principal given pursuant to this Agreement; and
- (g) comply with all of the Service Provider's other obligations under this Agreement.
- (h) apply appropriate expertise and use reasonable care in performing the services; and
- (i) act professionally and courteously in all dealings with the Principal and its clients, officers, employees and contractors and with general public.

6.4 If the Principal reasonably believes that the Service Provider is in breach of clause 6.1 in respect of any of the Nominated Personnel then the Principal may direct the Service Provider to remove the relevant Nominated Personnel from the performance of the Services within the timeframe reasonably required by the Principal.

6.5 The Service Provider must, on request by the Principal provide written evidence satisfactory to the Principal that the Service Provider and Nominated Personnel are compliant with clause 6.1.

7. SUBCONTRACTING AND ASSIGNMENT

- 7.1 The Service Provider must not subcontract or assign the whole or any part of its obligations under this Agreement without the prior written consent of the Principal. Subcontracting of the Service Provider's obligations shall not relieve the Service Provider from any liability or obligation under the Agreement.

8. MEETINGS AND REPORTS

- 8.1 The Service Provider must, at the times stated in the Reference Schedule and when otherwise reasonably required by the Principal, meet and discuss the performance of the Service Provider and/or any other matter concerning the Principal in connection with the Services or this Agreement.
- 8.2 If required by the Principal, the Service Provider must provide a report which addresses any matters reasonably required by the Principal in connection with the Services and which contains such supporting documentation as is reasonably required by the Principal.

9. LEGISLATIVE AND POLICY REQUIREMENTS

- 9.1 The Service Provider must, and must ensure that its Personnel, in performing the Services and otherwise operating a business in connection with the Services, comply with:
- (a) this Agreement;
 - (b) all applicable law;
 - (c) all relevant industry standards, codes and guidelines;
 - (d) any plans approved by the Principal pursuant to clause 9.2; and
 - (e) all policies, requirements and procedures of the Principal which are applicable to the Services or the Service Provider's business and which are publicly available or otherwise made known to the Service Provider.
- 9.2 If the Reference Schedule states that the Service Provider must do so, the Service Provider must prepare and obtain the Principal's approval of a management plan demonstrating how the Service Provider and its Personnel will comply with clause 9.1. The plan must address at least the matters identified in the Reference Schedule. The Service Provider must provide the Principal with a copy of any document required to be prepared under the management plan.

10. TIMING

- 10.1 Subject to clause 10.2 the Service Provider must commence the Services on the date provided in the Reference Schedule and must perform the Services for the duration of the Term:
- (a) with due expedition and without delay;
 - (b) in accordance with any requirements of the Agreement as to the order and timing of the Services (including any program included in the Agreement or agreed between the Parties);
 - (c) so that the Services are completed by the Time for Completion (if any) stated in the Reference Schedule.
- 10.2 The Service Provider must promptly notify the Principal if the Service Provider is or will be delayed in carrying out the Services and must do all things reasonably necessary to prevent or mitigate the delay.

- 10.3 If:
- (a) a Time for Completion is stated in the Reference Schedule; and
 - (b) the Service Provider is delayed in completing the Services by the Time for Completion because of:
 - (i) the breach of this Agreement by the Principal; or
 - (ii) any other event or circumstance stated in the Reference Schedule; and
 - (c) the Service Provider submits a written request for an extension of the Time for Completion to the Principal within 10 Business Days after the first occurrence of the delay,

then the Principal must extend the Time for Completion by a reasonable period. The Principal may also, at any time and for any reason, extend the Time for Completion, whether or not the Principal is required to do so under clause 10.3. The Principal is not obliged to exercise this right for the benefit of the Service Provider.

- 10.4 The Service Provider shall not be entitled to any monetary compensation in connection with any delay or disruption to or prolongation of the Services however caused.

11. VARIATION

- 11.1 The Principal may at any time and for any reason direct a Variation to the Services by giving written notice to the Service Provider. The Service Provider cannot vary the Services without a written direction to do so from the Principal.
- 11.2 The Service Fees shall be adjusted for each Variation directed by the Principal in accordance with clause 11.1 by the amount agreed by the Parties or failing agreement by a reasonable amount determined by the Principal. The Service Provider shall not otherwise be entitled to any payment in connection with a Variation.
- 11.3 Where the Principal directs a Variation omitting or reducing any part of the Services then the Principal may subsequently carry out that part of the Services itself or engage others to do so on its behalf. The Service Provider shall not be entitled to any monetary compensation in connection with an omission or reduction.

12. PAYMENT CLAIMS

- 12.1 The Service Provider may submit payment claims to the Principal at the times and for the Services stated in the Reference Schedule. The Service Provider must, as a pre-condition to its entitlement to payment of a payment claim, provide to the Principal:
- (a) a valid tax invoice;
 - (b) an itemised schedule of Services; and
 - (c) time sheets or other documentary evidence of the Services reasonably required by the Principal.
- 12.2 Without limiting any other right of the Principal, the Principal may set off any amount owing by the Service Provider to the Principal and any amount which the Principal reasonably claims is or will become owing by the Service Provider to the Principal (whether under this Agreement or otherwise) against any amount otherwise owing to the Service Provider by the Principal pursuant to this Agreement.
- 12.3 The Principal shall not be liable upon any claim for monetary compensation submitted greater than three (3) calendar months after Services are last performed by the Service Provider.

13. DAMAGE TO PROPERTY

- 13.1 Without limiting any other obligation of the Service Provider, the Service Provider must make good all damage to property of any person (including the Principal) arising out of or in connection with the performance of the Services.

14. INDEMNITY

- 14.1 The Service Provider indemnifies the Principal and the Principal's Personnel against:

- (a) loss of or damage to property of the Principal; and
- (b) Claims by any person against the Principal in respect of personal injury or death, or loss of or damage to property of any Party,

arising out of or in connection with the performance of the Service Provider's obligations under this Agreement, but the indemnity will be reduced to the extent that the negligent act or omission or Wilful Misconduct of the Principal or the Principal's Personnel caused or contributed to the loss, damage, injury or death.

15. INSURANCE

- 15.1 The Service Provider must effect and maintain at all times during the performance of the Services:

- (a) public liability insurance to cover liability to third Parties for loss or damage to property and death or injury to any person in the amount stated in the Reference Schedule; and
- (b) workers' compensation insurance in respect of the Service Provider's Personnel as required by law.

- 15.2 If requested by the Principal, the Service Provider must provide the Principal with a copy of the relevant certificate of currency and other evidence reasonably required by the Principal. The Principal may suspend the Services or withhold payment from the Service Provider until such evidence is provided.

16. NON-PERFORMANCE

- 16.1 Without limiting any other obligation of the Service Provider or right of the Principal under this Agreement or at law where any of the Services are not in accordance with this Agreement or the Service Provider fails to comply with any other obligation of the Service Provider:

- (a) the Principal may direct the Service Provider to re-perform the part of the Services which is not in accordance with this Agreement or comply with that obligation at the Service Provider's expense and within the timeframes required by the Principal; and
- (b) if the Service Provider fails to comply with such a direction then the Principal may, after giving reasonable notice to the Service Provider (except in the case of emergency in which case notice is not required):
 - (i) re-perform the whole or part of the Services which is not in accordance with this Agreement itself or have it performed by others; or
 - (ii) carry out that other obligation itself or have it carried out by others,

and the cost incurred by the Principal in doing so shall be a debt due and owing by the Service Provider to the Principal.

17. SUSPENSION

The Principal may at any time and for any reason, in its absolute discretion direct the Service Provider to suspend the Services by giving written notice to the Service Provider. The Service Provider must comply with all reasonable directions of the Principal in relation to a suspension, including any directions in relation to recommencement. The Service Provider shall not be entitled to any monetary compensation in connection with a suspension under this clause.

18. TERMINATION

18.1 The Principal may at any time, and for any reason, in its absolute discretion, terminate this Agreement by giving written notice to the Service Provider.

18.2 Either Party ('the non-defaulting Party') may immediately terminate this Agreement by giving a written notice to this effect where the other Party ('the defaulting Party'):

- (a) breaches an obligation under this Agreement and fails to remedy the breach within 10 Business Days after being given a written notice to do so by the non-defaulting Party that identifies the breach and the steps required to remedy that breach;
- (b) breaches an obligation under this Agreement that is incapable of remedy; or
- (c) consistently or repeatedly breaches the Agreement, even though those breaches would not otherwise constitute a substantial breach of the Agreement and even though those breaches may be promptly remedied by the defaulting Party; or
- (d) being the service provider, is issued with three breach notices within a twelve month period following an inspection using the Contractor Performance Evaluation Form (Appendix 5).

18.3 If the Principal terminates the Agreement pursuant to clause 18.2 then the Principal shall have the same rights as if the Service Provider had repudiated the Agreement and the Principal had elected to treat the Agreement as at an end and recover damages.

18.4 If the Service Provider terminates the Agreement pursuant to clause 18.2 or the Principal terminates the Agreement pursuant to clause 18.1 then the Principal must pay the Service Provider:

- (a) the amount to which the Service Provider is entitled to for the part of the Services performed up to and including the date of termination;
- (b) any costs reasonably and necessarily incurred by the Service Provider prior to the termination in expectation of performing the whole of the Services; and
- (c) any costs reasonably and necessarily incurred by the Service Provider in returning the Service Provider and its Nominated Personnel to their place of engagement.

18.5 If the Agreement is terminated, then:

- (a) the Service Provider must comply with all reasonable directions of the Principal in connection with the termination; and
- (b) the Principal may complete the uncompleted part of the Services itself, or have it completed by others.

18.6 The amount payable by the Principal to the Service Provider pursuant to this clause shall be the Service Provider's sole entitlement to monetary compensation in connection with the termination of this Agreement.

19. CONFIDENTIAL INFORMATION

The Service Provider agrees to maintain the confidence of any Confidential Information and to prevent its unauthorised disclosure to or use by any other person, firm or company.

20. INTELLECTUAL PROPERTY

20.1 All Intellectual Property Rights in any goods, materials, documents or data supplied to the Service Provider by or on behalf of the Principal are, as between the Principal and the Service Provider, the property of the Principal.

20.2 The Principal grants the Service Provider a royalty free, non-exclusive, non-transferable licence to use the goods, materials, documents or data supplied to the Service Provider for the purpose of performing the Services and for no other purpose.

20.3 The Service Provider warrants to the Principal that it has not infringed any Intellectual Property Rights of a third party in connection with the performance of the Service or this Agreement.

21. GOODS AND SERVICES TAX

21.1 Unless expressly included, the consideration expressed to be payable under any other clause of, or schedule to, this Agreement for any supply made under or in connection with this Agreement does not include GST.

21.2 To the extent that any supply made under or in connection with this Agreement is a taxable supply by one Party to this Agreement to another such Party, the GST exclusive consideration otherwise payable for that supply is increased by an amount equal to that consideration multiplied by the rate at which GST is imposed in respect of the supply.

21.3 Each Party agrees to do all things, including providing tax invoices and other documentation, that may be necessary or desirable to enable or assist the other Party to claim any input tax credit, adjustment or refund in relation to any amount of GST paid or payable pursuant to any supply made under or in connection with this Agreement.

21.4 If a payment to a Party under this Agreement is a payment by the other Party by way of reimbursement or indemnity that is calculated by reference to the GST inclusive amount of a loss, cost or expense incurred by that Party, then the payment is to be reduced by the amount of any input tax credit to which that Party is entitled in respect of that loss, cost or expense before the payment is increased for GST pursuant to clause 21.2.

22. DISPUTE RESOLUTION

22.1 If a dispute arises in connection with this Agreement then a Party may only deal with that dispute in the manner set out in this clause.

22.2 A Party to a dispute which arises in connection with this Agreement may give to the other Party or Parties to the dispute a notice specifying the dispute and requiring its resolution under this clause.

22.3 Within 14 days after a notice is given under clause 22 (or such longer period as is agreed in writing by the Parties to the dispute) each Party to the dispute must use its best efforts to resolve the dispute in good faith.

22.4 If despite the Parties' best efforts a dispute is not resolved within 14 days after notice a Party may by notice to the other Party or Parties to the dispute refer the dispute for mediation in accordance with the Mediation Rules of The Institute of Arbitrators and Mediators Australia. The mediation must be conducted by a mediator to be appointed by agreement of the Parties or in default of agreement to be appointed by the President of the Queensland Law Society or his nominee at the request of a Party.

22.5 If the dispute is not resolved within 28 days after the appointment of the mediator any Party may take legal proceedings to resolve the dispute.

22.6 The provisions of this clause do not prevent any Party from obtaining any injunctive, declaratory or other interlocutory relief from a Court which may be urgently required.

23. GENERAL PROVISIONS

23.1 Binding on successors

This Agreement shall be for the benefit of and binding upon the Parties and their heirs, executors, successors and permitted assigns.

23.2 Governing law

(a) This Agreement is governed by the law of Queensland and the law of the Commonwealth of Australia in force in Queensland.

(b) The Parties submit to the jurisdiction of the Courts of Queensland, relevant Federal Courts and Courts competent to hear appeals from them.

23.3 Further assurances

The Parties must execute and deliver all documents and must do all things as are necessary for the complete performance of their respective obligations under this Agreement.

23.4 Entire understanding

(a) This Agreement contains the entire understanding and agreement between the Parties as to the subject matter of this Agreement.

(b) All previous negotiations, understandings, representations, warranties, memoranda or commitments about the subject matter of this Agreement are merged in this Agreement and are of no further effect.

(c) No oral explanation or information provided by a Party to another affects the meaning or interpretation of this Agreement or constitutes any collateral agreement, warranty or understanding.

23.5 Service of notices

Without limiting clause 4, a notice or other communication shall be deemed to have been given and received upon the earlier of actual receipt, or delivery to the intended recipient at the address, facsimile number or email address stated in the Reference Schedule or as last notified in writing by the intended recipient in a format which can be read by the intended recipient.

23.6 Waiver

No waiver by a Party of a provision of this Agreement is binding unless made in writing.

23.7 Severance

If a provision of this Agreement is void or unenforceable it must be severed from this Agreement and the provisions that are not void or unenforceable are unaffected by the severance.

23.8 **Consent**

Any consent of the Principal under this Agreement may be given, withheld or given subject to conditions at the absolute discretion of the Principal.

23.9 **Cumulative rights**

The rights and remedies of a Party to this Agreement are in addition to the rights or remedies conferred on the Party at law or in equity.

23.10 **Counterparts and fax**

This Agreement may be executed in any number of counterparts and when executed communication of the fact of execution to the other Parties may be made by sending evidence of execution by fax or email.

23.11 **Attorneys**

Where this Agreement is executed for a Party by an attorney, the attorney by executing it declares that the attorney has no notice of revocation of the power of attorney.

23.12 **Costs**

The Parties must bear their own costs of and incidental to the negotiation, preparation and execution of this Agreement.

23.13 **Contra proferentem**

The *contra proferentem* rule and other rules of construction will not apply to disadvantage a Party whether that Party put the clause forward, was responsible for drafting all or part of it or would otherwise benefit from it.

23.14 **Definitions**

In this Agreement, unless inconsistent with the context or subject matter:

- (a) **"Agreement"** means this document and all schedules attached to this document;
- (b) **"Business Day"** means a day that is not a Saturday, Sunday or any other day which is a public holiday or a bank holiday in the place where an act is to be performed or a payment is to be made;
- (c) **"Claim"** includes any claim, action, demand, proceeding, suit, defence or set-off, however arising including under contract, at law (including a breach of contract), under statute, in equity, in tort (including for negligence), in quasi-contract, for unjust enrichment and to the extent permitted by law pursuant to any other principle of law;
- (d) **"Confidential Information"** means documents and information provided or made available by the Principal or obtained by the Service Provider in connection with the performance of the Services which are of their nature confidential or which the Principal has identified to the Service Provider as being confidential but does not include documents and information which are in the public domain other than through a breach of clause 19;
- (e) **"GST"** means GST as that term is defined in the GST Law, and any interest, penalties, fines or expenses relating to such GST;
- (f) **"GST Act"** means the *A New Tax System (Goods and Services Tax) Act 1999* and/or associated Commonwealth legislation, regulations and publicly available rulings;

- (g) **"GST Law"** means GST Law as that term is defined in the GST Act;
- (h) **"Intellectual Property Rights"** means copyright, patents and all rights in relation to inventions, registered and unregistered trademarks (including service marks), registered designs, drawings, circuit layouts and all other rights resulting from intellectual activity in the construction, project management, industrial, scientific, literary or artistic fields;
- (i) **"Local Government Worker"** has the same meaning as in the *Local Government Act 2009*;
- (j) **"Nominated Personnel"** means those persons listed in the Reference Schedule and such other persons approved by the Principal in accordance with clause 6;
- (k) **"Party or Parties"** means one or both of the Principal and the Service Provider as the context requires;
- (l) **"Personnel"** includes the officers, employees, agents, representatives, consultants, subconsultants, contractors and subcontractors of a Party and any other person or entity for whom that Party is vicariously liable and in respect of the Service Provider includes the Nominated Personnel but in respect of the Principal, does not include the Service Provider;
- (m) **Procurement Process** means the procurement process undertaken by the Principal pursuant to section 233 of the *Local Government Regulation 2012* (Qld) to appoint the Service Provider as the preferred supplier of the Services;
- (n) **"Reference Schedule"** means the Reference Schedule at the head of this Agreement;
- (o) **"Services"** means the services to be provided by the Service Provider as described in or to be reasonable inferred from in Schedule 1 and includes any services that are not specifically mentioned in that Schedule but that are obviously and indispensably necessary for the performance of the services described in that Schedule;
- (p) **"Service Fees"** means fees payable for the Services as provided for in Schedule 2;
- (q) **"Service Provider"** means the person or entity identified in the Reference Schedule;
- (r) **"Time for Completion"** means the time for completion of the Services (if any) stated in the Reference Schedule;
- (s) **"Variation"** means any increase, decrease or change to the Services; and
- (t) **"Wilful Misconduct"** means a material breach of a provision of this Agreement or a law committed with reckless disregard for the consequences and in circumstances where the breaching Party knows or ought to know that those consequences would likely result from the breach and which is not due to an honest mistake oversight, error of judgement, accident or negligence.

23.15 Interpretation

In this Agreement, unless inconsistent with the context or subject matter:

- (a) a reference to a person includes any other legal entity;
- (b) a reference to a legal entity includes a person;
- (c) words importing the singular number include the plural number;

- (d) words importing the plural number include the singular number;
- (e) the masculine gender must be read as also importing the feminine or neuter gender;
- (f) headings are for reference purposes only and must not be used in interpretation;
- (g) references to clauses are to clauses in this Agreement unless expressly stated otherwise;
- (h) where any word or phrase is given a defined meaning any other part of speech or other grammatical form concerning the word or phrase has a corresponding meaning;
- (i) a reference to a statute includes all regulations and subordinate legislation and amendments;
- (j) references to writing include any mode of representing or reproducing words in tangible and permanently visible form, and includes e-mail and fax;
- (k) a reference to a monetary amount is a reference to an Australian currency amount;
- (l) an obligation of two or more Parties binds them jointly and each of them severally;
- (m) an obligation incurred in favour of two or more Parties is enforceable by them severally;
- (n) references to time are to local time in Queensland;
- (o) where time is to be reckoned from a day or event, the day or the day of the event must be excluded;
- (p) if any time period specified in this Agreement expires on a day which is not a Business Day, the period shall expire at the end of the next Business Day;
- (q) a reference to a month means a calendar month;
- (r) the words 'include', 'includes' and 'including' shall be read as if followed by 'without limitation';
- (s) a reference to 'law' includes all:
 - (i) legislation (including subordinate legislation), local laws, by-laws, orders, ordinances, awards, requirements and proclamations of a local government authority, the State of Queensland, the Commonwealth or other authority having jurisdiction and any related fees and charges; and
 - (ii) certificates, licenses, accreditations, clearances, authorisations, approvals, consents, and permits and any related fees and charges,

which are applicable to the Service Provider, this Agreement or the Services which are otherwise in force at any place where an obligation under this Agreement is carried out; and
- (t) if there is any there is any ambiguity, inconsistency, conflict or discrepancy between any of the documents comprising this Agreement, the documents will take precedence in the following order with these terms and conditions being the highest in that order:
 - (i) these terms and conditions, Appendix 2 - Service Agreement;
 - (ii) Appendix 3 - Service Fee Schedule;

- (iii) Appendix 1 - Scope of Service; and
- (iv) Other – any other appendices forming part of this Agreement.

Executed as an Agreement:

EXECUTED BY THE PRINCIPAL

SIGNED for and on behalf of **Burdekin Shire Council** in accordance with the Council's local laws and in the presence of:

Signature of authorised representative

Full name of authorised representative

Signature of witness

Signature of authorised representative

Full name of authorised representative

Name of witness (block letters)

Date

EXECUTED BY THE SERVICE PROVIDER

SIGNED for and on behalf of the **Service Provider** by its authorised representatives and in the presence of:

Signature of authorised representative

Full name of authorised representative

Signature of witness

Signature of authorised representative

Full name of authorised representative

Name of witness (block letters)

Date



Burdekin
Shire Council

APPENDIX 3 – SERVICE FEE SCHEDULE

SERVICE FEE SCHEDULE

(Must be completed and returned to the Principal)

1. FORM OF QUOTATION

To: The Chief Executive Officer
Burdekin Shire Council
P.O. Box 974
AYR. Qld 4807

Attention: Alexis Adams

I/We the undersigned hereby provide a Quotation for the goods and/or services requested.
The quoted consideration is as provided in the Price Schedule submitted with this Quotation.

DATED this _____ day of _____ 20____

Name of Respondent: _____

Full Name of Company: _____

Address of Company: _____

Contact Details - Phone Number _____

Facsimile Number: _____

Mobile Phone Number: _____

E-mail: _____

2. PRICE SCHEDULE

Contract Price Basis – The Contract price is fixed

2.1 Price Schedule

Contractors are required to insert in the space provided an estimate of the hours required per service to complete each individual work item listed hereunder. Failure to complete this section may result in the quotation concerned receiving no consideration. If a quotation is not to be submitted for both the Ayr and Home Hill Branches then only the relevant section is to be completed.

THE CONTRACTOR MUST PERFORM ALL OF THE FOLLOWING DUTIES AT THE INDICATED FREQUENCIES:

MAN HOURS PER SERVICE

BURDEKIN LIBRARY – AYR

GENERAL CLEANING - PUBLIC AREAS

Three Times Weekly

(a)	Empty all waste paper receptacles. Wash as required.	
(b)	Spot clean glass and metalwork to entrance doors and surrounds	
(c)	Spot clean spillages, stains and incrustations from all chairs and floor coverings in public areas.	
(d)	Thoroughly clean all enquiry and customer counters.	
(e)	Vacuum carpet between front door and circulation desk	
	TOTAL THREE TIMES WEEKLY SERVICES	

Weekly

(a)	Thoroughly vacuum all carpet.	
(b)	Damp wipe all skirtings and ledges to a height of 1.8 metres.	
(c)	Spot clean internal and external surfaces of windows of public areas.	
(d)	Wipe clean all vinyl chairs	

(e)	Clean water fountain.	
	TOTAL WEEKLY SERVICES	

Monthly

(a)	Remove cobwebs from internal and external windows, walls and ceilings.	
(b)	Wipe clean door jambs.	
(c)	Thoroughly clean all internal and external surfaces of windows.	
(d)	Dust all fittings, fixtures, furniture, blinds and screens.	
(e)	Dust pictures and picture rails	
(f)	Vacuum clean all fabric seating in public area.	
	TOTAL MONTHLY SERVICES	

Quarterly

(a)	Spot clean walls, doors and columns to maintain finish.	
(b)	Clean all air-conditioning vents	
	TOTAL QUARTERLY SERVICES	

Yearly (December)

(a)	Steam clean (hot water extraction) all carpet in public area.	
(b)	Steam clean (hot water extraction) chairs in public area	
	TOTAL YEARLY SERVICES	

MAN HOURS PER SERVICE
GENERAL CLEANING – OFFICE
AREAS

Three Times Weekly

(a)	Empty all waste paper bins. Wash as required including garbage bins in lunch and tea rooms/toilets. (Bin liners to be placed in bins in toilets and food preparation/consumption rooms)	
(b)	Sweep or vacuum clean all vinyl and tiled areas.	
(c)	Clean sink, bench tops and tables in lunch room.	
(d)	Clean sink, taps, mirror and surrounding surfaces in staff toilets.	
(e)	Check paper hand towels, toilet rolls and hand soap and replace if necessary	
(f)	Any dishes, plates, cutlery to be emptied from dishwasher and stacked back in cupboard and tea towels changed.	
(g)	All toilet bowls to be thoroughly scrubbed inside and out with an approved disinfectant.	
(h)	All toilet seats to be thoroughly washed inside and out with an approved disinfectant.	
	TOTAL THREE WEKLY SERVICES	

Weekly

(a)	Dust all office furniture, office equipment fittings, computers, desks, benches, telephones and filing cabinets to a height of 1.8 metres without disrupting paperwork.	
(b)	Empty all paper recycling bins.	
(c)	Place sulo bins on Graham Street footpath every Monday for collection on Tuesday.	
(d)	Mop toilet areas with an approved disinfectant.	
	TOTAL WEEKLY SERVICES	

Monthly

(a)	Spot clean walls, doors, light switches, power points, office furniture and fittings.	
(b)	Clean the tops of all filing cabinets and cabinets exceeding 1.8 metres.	
(c)	Remove cobwebs from internal windows, walls and ceilings.	
(d)	Clean microwave, oven, oven grill and fridge as required.	
(e)	Spot scrub vinyl floor coverings where necessary.	
(f)	Thoroughly vacuum clean all fabric upholstered chairs.	
(g)	Thoroughly clean all metalwork.	
(h)	Clean and disinfect all telephones.	
(i)	Damp wipe all skirtings and ledges to a height of 1.8 metres.	
	TOTAL MONTHLY SERVICES	

Six Monthly (June and December)

(a)	Dust down and clean all walls in office areas. (Wash when necessary).	
	TOTAL SIX MONTHLY SERVICES	

Yearly (December)

(a)	Steam clean (hot water extraction) all office carpet and chairs.	
(b)	Auto scrub vinyl/tile floor coverings.	
	TOTAL YEARLY SERVICES	

Monthly Payment (Inclusive of daily, weekly, monthly, six monthly and yearly fees)

Net	GST (If applicable)	Gross
\$ _____	\$ _____	\$ _____

x24= Total Contract Amount

Net	GST (if applicable)	Gross
\$ _____	\$ _____	\$ _____

Signature: _____

Full Name: _____

Date: _____

MAN HOURS PER SERVICE

HOME HILL BRANCH LIBRARY

Three Times Weekly

(a)	Empty all waste paper receptacles. Wash as required.	
(b)	Spot clean glass and metalwork to all entrance doors and surrounds.	
(c)	Spot clean spillages, stains and encrustations from all chairs and floor coverings	
(d)	Thoroughly clean enquiry and customer counter.	
(e)	Sweep or vacuum clean and mop tiled toilet floor area with an approved disinfectant	
(f)	Clean sink, bench top, taps and mirror in toilet with an approved disinfectant	
(g)	Check paper hand towel, toilet roll and hand soap and replace if necessary	
(h)	Toilet bowl to be thoroughly scrubbed inside and out with an approved disinfectant	
(i)	Toilet seat to be thoroughly washed inside and out with an approved disinfectant	
(j)	Thoroughly vacuum all carpet	
	TOTAL THREE TIMES WEEKLY SERVICES	

Weekly

(a)	Dust all fittings, fixtures, furniture, filing cabinet, photocopier, computer, desk and telephone	
(b)	Damp wipe all skirtings and ledges to a height of 1.8 metres	
(c)	Empty paper recycling bin	
(d)	Thoroughly clean all glass and metalwork to entrance doors	
	TOTAL WEEKLY SERVICES	

Monthly

(a)	Remove cobwebs from internal and external windows, walls and ceilings	
(b)	Dust pictures and picture rails	
(c)	Vacuum clean all chairs	
	TOTAL MONTHLY SERVICES	

Six Monthly

(a)	Clean walls, door and columns to maintain finish	
	TOTAL SIX MONTHLY SERVICES	

Yearly

(a)	Steam clean (hot water extraction) all carpet and fabric chairs	
(b)	Dust down all ceiling lights (Damp wipe when necessary)	
(c)	TOTAL YEARLY SERVICES	

Monthly Payment (Inclusive of daily, weekly, monthly, six monthly and yearly fees)

Net	GST (If applicable)	Gross
\$ _____	\$ _____	\$ _____

x24= Total Contract Amount

Net	GST (if applicable)	Gross
\$ _____	\$ _____	\$ _____

Signature: _____

Full Name: _____

Date: _____



APPENDIX 4 – CONTRACTOR PERFORMANCE EVALUATION (CPE)

CONTRACTOR PERFORMANCE EVALUATION (CPE)

Purpose

The purpose of the Contractor Performance Evaluation (CPE) Form is to provide an evaluative record, both positive and negative, of a general contractor's performance on any given quotation that has been awarded to a general contractor by the Burdekin Shire Council.

The CPE is a standardised internal tool to be used to encourage contractors to improve their performance and will be used consistently across all quotations for the supply of cleaning services of Council buildings to assess performance and when considering a contractor's eligibility for future awards.

CPE evaluations are conducted by Burdekin Shire Council staff on any random date with review from Senior Management before being provided to the contractor. The contractor has the opportunity to comment on the findings, and those comments and that of Burdekin Shire Council's both form part of the CPE.

Should the contractor be issued with three breach notices in a twelve month period following a CPE inspection the principle shall terminate the contract.

GENERAL CLEANING - OFFICE AREAS – CHECKLIST

The Contractor must perform all of the following duties at the indicated frequencies to the satisfaction of the principal:

BURDEKIN LIBRARY – AYR

<i>Three Times Weekly</i>
Empty all waste paper receptacles. Wash as required including garbage bins in lunch and tea rooms/toilets. (Bin liners to be placed in bins in toilets and food preparation/consumption rooms).
Spot clean glass and metalwork to entrance doors and surrounds
Spot clean spillages, stains and incrustations from all chairs and floor coverings in public areas.
Thoroughly clean all enquiry and customer counters.
Vacuum carpet between front door and circulation desk
Sweep or vacuum clean all vinyl and tiled staff areas
Clean sink, bench tops and tables in lunch room
Clean sink, taps, mirror and surrounding surfaces in staff toilets.
Any dishes, plates, cutlery to be emptied from dishwasher and stacked back in cupboard and tea towels changed.
Check paper hand towels, toilet rolls and hand soap and replace if necessary in staff toilets
All toilet bowls to be thoroughly scrubbed inside and out with an approved disinfectant.
All toilet seats to be thoroughly washed inside and out with an approved disinfectant

<i>Weekly</i>
Thoroughly vacuum all carpet
Damp wipe all skirtings and ledges to a height of 1.8 metres in public areas
Spot clean internal and external surfaces of windows of public areas.
Wipe clean all vinyl chairs in public areas

Dust all office furniture, office equipment fittings, computers, desks, benches, telephones and filing cabinets to a height of 1.8 metres without disrupting paperwork.
Clean water fountain.
Empty all paper recycling bins
Place sulo bins on Graham Street footpath every Monday for collection on Tuesday
Mop toilet areas with an approved disinfectant

Monthly
Remove cobwebs from internal and external windows, walls and ceilings
Wipe clean door jambs.
Thoroughly clean all internal and external surfaces of windows
Dust all fittings, fixtures, furniture, blinds and screens
Dust pictures and picture rails
Vacuum clean all fabric seating in public area.
Spot clean walls, doors, light switches, power points, office furniture and fittings
Clean the tops of all filing cabinets and cabinets exceeding 1.8 metres
Remove cobwebs from internal windows, walls and ceilings
Clean microwave, oven, oven grill and fridge as required
Spot scrub vinyl floor coverings where necessary
Thoroughly vacuum clean all fabric upholstered chairs
Thoroughly clean all metalwork
Clean and disinfect all telephones
Damp wipe all skirtings and ledges to a height of 1.8 metres in office areas

Quarterly

Spot clean walls, doors and columns to maintain finish

Clean all air-conditioning vents

Six Monthly

Dust down and clean all walls in office areas. (Wash when necessary).

Yearly

Steam clean (hot water extraction) all carpet

Steam clean (hot water extraction) all fabric chairs

Auto scrub vinyl/tile floor coverings

HOME HILL BRANCH LIBRARY**Three times weekly**

Empty all waste paper receptacles. Wash as required

Spot clean glass and metalwork to all entrance doors and surrounds

Spot clean spillages, stains and encrustations from all chairs and floor coverings

Thoroughly clean enquiry and customer counter.

Sweep or vacuum clean and mop tiled toilet floor area with an approved disinfectant

Clean sink, bench top, taps and mirror in toilet with an approved disinfectant

Check paper hand towel, toilet roll and hand soap and replace if necessary

Toilet bowl to be thoroughly scrubbed inside and out with an approved disinfectant

Toilet seat to be thoroughly washed inside and out with an approved disinfectant
Thoroughly vacuum all carpet

Weekly
Dust all fittings, fixtures, furniture, filing cabinet, photocopier, computer, desk and telephone
Damp wipe all skirtings and ledges to a height of 1.8 metres
Empty paper recycling bin
Thoroughly clean all glass and metalwork to entrance doors

Monthly
Remove cobwebs from internal and external windows, walls and ceilings
Dust pictures and picture rails
Vacuum clean all chairs

Six monthly
Clean walls, door and columns to maintain finish

Yearly
Steam clean (hot water extraction) all carpet and fabric chairs
Dust down all ceiling lights (Damp wipe when necessary)



Burdekin
Shire Council

APPENDIX 5 – WORK HEALTH AND SAFETY INFORMATION

BURDEKIN SHIRE COUNCIL

WORK HEALTH AND SAFETY REQUIREMENTS

General Workplace Health and Safety Requirements

Council has a duty under current legislation to ensure the health and safety, so far as is reasonably practicable, of its employees and contractors, as well as members of the public.

The Contractor and any subcontractors that may be engaged by Council to deliver goods and services as specified in this Contract shall ensure that their duty or duties that apply under the Work Health and Safety legislation are fulfilled at all times.

The Contractor must identify and exercise all necessary precautions for the health and safety of all persons. This includes the employees of the Contractor, Council employees, other contractors to Council and members of the public who may be affected by the delivery of the goods and services.

The Contractor must comply with any and all directions by Council relating to WH&S. The Contractor will comply with any work health and safety procedures or control measures implemented by Council at any premises within which the Contractor will perform works under this contract. Council Safety Management Plans, including work method statements and any other safety procedures will provide the specific safety compliance requirements for any construction and maintenance sites activities.

Legislative Compliance

The Contractor must comply with and ensure that its employees, subcontractors and agents comply with all Queensland Legislation, including and not limited to Work Health & Safety Act 2011 and Electrical Safety Act 2002 and all supporting Regulations, Codes of Practice, and Australian Standards that are in any way applicable to the safe supply of goods and services. Failure to comply will result in the goods and/or services being supplied at the time being withdrawn from service.

If requested, the Contractor must provide work health and safety information that is relevant to the goods and services being supplied. This information must demonstrate compliance under the current Work Health and Safety Act, Regulations and any other relevant legislation, codes of practice and Australian Standards.

General Safety Induction

The Contractor must participate in Council's general safety induction program. This induction will address Council's general approach to work health and safety, all universal expectations and common requirements to work at Council and any responsibilities placed on contractors.

If engaged in an activity which is deemed construction work, all persons will need to have completed a recognised general construction induction course. These recognised courses include the Construction General Safety Induction - 30215QLD (Blue Card), the Queensland Construction Induction Card (White Card) or a mutually recognised interstate construction general induction.

Work Health and Safety Documentation

The Contractor must have suitable health and safety documentation to support their safe supply and operations for the engagement with Council. A Certified Work Health and Safety Management System is encouraged but not a requirement.

The type of health and safety documentation required by Contractors will be appropriate for the type of activities that are being conducted and meet WHS duties under the legislation.

The Contractor may be requested to supply any of the following types of health and safety documentation associated with the activities being conducted:

- Work Health and Safety Policy
- Risk Management process to identify and control safety hazards
- Risk assessments conducted on activities, plant or equipment
- Documented safe systems of work, such as Safe Work Procedures or Safe Work Method Statements for the activity being performed
- Safety training records, including inductions, licenses, competencies, etc.
- Chemical Register and Safety Data Sheets for all chemicals present on a Council work site.
- First aid management plan
- Incident reporting and investigation processes and outcomes
- Emergency procedures for the appropriate piece of equipment
- Plant servicing and maintenance records

The Contractor shall prepare and supply a risk assessment prior to commencing the works under the contract.

Notification of Incidents

The Contractor must report all incidents, regardless of severity, that occur in the engagement of services or supply of goods to Council. The reporting of all incidents will initially be verbally conveyed to the Authorised Representative as soon as being made aware of the incident. A documented incident report will then need to be completed prior to the end of the work shift, or prior to the commencement of work the following day at the latest allowable period. This will enable Council to review and possibly instigate/assist incident investigations which will allow possible follow up and corrective actions to be implemented. Such records may be requested and inspected by Council at any reasonable time.

Breaches to Safety Compliance

If a Contractor has been witnessed or identified not conducting work in a safe manner or not following relevant safety procedures or risk assessments, the Council will direct the Contractor to promptly remedy the breach or direct the Contractor to suspend work until the Contractor satisfies the Authorised Representative for Council that the work can resume in a compliant and safe manner.

Work suspended due the safety breaches on the behalf of the Contractor, including all subcontractors to the Contractor, will be at the cost of the Contractor.

Repeated breaches or the inability to remedy a safety breach may result in the removal of the Contractor from the Approved Preferred Contractor list.

During periods of suspension referred to above, Council shall not be required to make any payment whatsoever to the Contractor.

If the Contractor fails to rectify any breach of health and safety for which the work has been suspended, or if the Contractor's performance has involved recurring breaches of health and safety, the contract will be subject to cancellation on the provision of three weeks' notice. In this event, Council's liability shall be limited to payment for the work performed and costs incurred by the Contractor up to the time of termination or an earlier suspension of works.



APPENDIX 6 – ELECTRONIC FUNDS TRANSFER REQUEST

Request for AP (Creditor) Details

Information Privacy Act 2009. Burdekin Shire Council is collecting the information you supply on this form in accordance with the *Local Government Act 2009* for the purpose of processing payments. Your information will not be disclosed to a third party without your consent unless required or authorised by law.

Individual/Company Details

Name: _____

Postal Address: _____

Town: _____ State: _____ Postcode: _____

Street Address: _____

Town: _____ State: _____ Postcode: _____

Phone Number: _____ Fax: _____ Mobile: _____

Email Address for **Purchase Orders**: _____

Email Address for **Remittance Advices**: _____

ABN: _____ *If no ABN is supplied, please complete **Statement by Supplier***

Is the person or business registered for GST? Yes No

Payment Details

Account Name: _____

BSB Number: _____ Account Number: _____

Bank Name: _____

Reference to appear on bank statement: _____

Form completed by (signature): _____ Date: / /

Referring Council officers name: _____

Please return completed form to Expenditure Services

Email Address: accounts.payable@burdekin.qld.gov.au

Fax: (07) 4783 9999 **Phone:** (07) 4783 9800

