



Request

REQUEST TITLE:

Establishment of Low Value Maintenance Panel for the Provision of Building Maintenance Services in the Perth Metropolitan and Peel Regions

REQUEST NUMBER:

BMW 1151613

CLOSING TIME:

2:30 PM 25 February 2014 Perth, Western Australia

ISSUED BY:

The Minister for Works

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PART A – REQUEST NO BMW 1151613

1. INTRODUCTION

1.1 BACKGROUND

The Department of Finance's Building Management and Works (BMW) facilitates the delivery of maintenance services on non-residential buildings owned by the State Government, including (but not limited to) schools, police stations and office accommodation.

Currently, BMW procures maintenance services through a number of existing contractual frameworks, including its Schedule of Rates Zone Contracts, 69001 Panel and Low Value Quotation Panel.

BMW is seeking to simplify and streamline these arrangements by establishing a consolidated framework that brings together maintenance services for government agencies in the Perth metropolitan and Peel regions.

The Panel Arrangement is expected to include 38 Trade Categories and will generally involve individual work valued at less than \$150,000 (including GST).

The types of work covered by the Panel Arrangement will include:

- Breakdown Repairs; and
- Planned Maintenance:
 - Routine Maintenance;
 - Restoration Maintenance; and
 - Minor Improvements.

1.2 GOALS AND OBJECTIVES

BMW is seeking to:

- provide quality maintenance services that are delivered in a timely manner and represent value for money;
- provide flexibility to support both current and future maintenance requirements;
- develop collaborative relationships with Contractors; and
- encourage an environment that fosters competition and continuous improvement.

1.3 PANEL MEMBERSHIP

The number of Respondents appointed to each Trade Category and Service Type under the Panel will be commensurate with BMW's anticipated business needs which may vary from time to time.

1.4 CLIENT AGENCIES

BMW manages the delivery of maintenance services and directly engages Contractors on behalf of a number of client agencies, which, among others currently include:

- Department of Education (Breakdown Repairs only);
- Department of Culture and the Arts (Breakdown Repairs only);
- Western Australia Police;
- Department of Child Protection and Family Support;
- Department of Local Government and Communities;
- Department of Fisheries; and
- Department of Agriculture.

1.5 TRADE CATEGORIES

The Panel will comprise the following Trade Categories for the delivery of Breakdown Repairs and Planned Maintenance. Refer to Schedule 2 (Statement of Requirements) for the scope of work relating to each Trade Category.

Trade Category	Service Type	
	Breakdown Repairs	Planned Maintenance
Airconditioning - Evaporative	✓	✓
General Building Maintenance	✓	✓
Builder Registered	✗	✓
Builder Heritage	✗	✓
Roof Plumbing	✓	✓
Glazing	✓	✗
Painter Registered	✗	✓
Fencing	✓	✓
Carpet Laying/Floor Coverings/ Repairs	✓	✓
Locksmith	✓	✓
Security Doors/Automatic Doors	✓	✓
Shutters/Roller Doors/Accordion Doors	✓	✓
Electrical	✓	✓
Electronics	✓	✓
Audio Systems (Tannoy/Loud Speaker Systems)	✓	✗

Trade Category	Service Type	
	Breakdown Repairs	Planned Maintenance
Fire Services	x	✓
Plumbing	✓	✓
Bores and Pumps	✓	✓
Reticulation	✓	x
Swimming Pool Maintenance	✓	✓
Graffiti Removal	✓	x
Restoration and Biohazard Cleaning	✓	✓
Pest Control	✓	✓
Feral Animal Management	✓	x
Landscaping	x	✓
Sports and Playground Equipment	✓	x
Tree Management	✓	✓
Mechanical Fitter Services	✓	✓
Sewerage Pumps	✓	✓
Generators	✓	✓
Hoists/Cranes	✓	✓
Industrial Fans	✓	✓
Manual Arts Equipment	✓	x
Pressure Vessels	✓	✓
Mechanical Refrigeration Services	✓	✓
Airconditioning - Refrigerated	✓	✓
Refrigeration	✓	✓
Cool Rooms	✓	✓
Gas Services	✓	✓
General Gas Services	✓	✓
Major Gas Leaks	✓	✓

1.6 SERVICE TYPES

For each Trade Category, Respondents may offer their services for one or both Service Types (i.e. Breakdown Repairs and/or Planned Maintenance). Please note that some Trade Categories will only have one Service Type available (e.g. Landscaping).

A more detailed description of Breakdown Repairs and Planned Maintenance is provided below.

1.6.1 BREAKDOWN REPAIRS

Breakdown Repairs are characterised by their unplanned nature and require a prompt response to address or remediate damage, disruption or failure in equipment, fixtures or other property.

Orders for Breakdown Repairs may be issued for instance as a result of:

- breakdown or failure of equipment;
- wear and tear; and/or
- vandalism or criminal acts.

The majority of Orders for Breakdown Repairs under the Panel will be placed via the BMW Maintenance Call Centre (the Call Centre) located in Manjimup.

Breakdown Repairs Services are usually delivered during Business Hours, however in some instances Services may be required outside of Business Hours. Respondents will be required to indicate their availability when responding to this Request.

Breakdown Repairs include the provision of Planned Maintenance work under \$20,000 (Incl. GST).

1.6.2 PLANNED MAINTENANCE

Planned Maintenance delivered through the Panel arrangement includes Restoration Maintenance, Improvement projects, or Routine Maintenance services, and will generally be valued below \$150,000 including GST.

Engagements for Planned Maintenance will generally involve the use of Quote forms, and be in accordance with the Buying Rules.

1.7 ZONE BOUNDARIES

To assist in the efficient allocation of work, Respondents may nominate to provide Services in one or more of four geographic zones (see Schedule 4 for a map):

- North Zone;
- East Zone;
- South Zone; and
- Peel Zone.

Indicative historical volumes and values of work for each zone are included in Schedule 5.

The allocation of work to Contractors under the Panel will be at the absolute discretion of the Customer.

1.8 COMPLEX BUILDINGS

Some of the buildings that are to be maintained under the Panel have been classified as complex buildings. These may include but are not limited to the following:

- buildings which have special access requirements or may be exposed to high risk associated with access e.g. police buildings;
- multi-storey buildings; and/or
- buildings which have complex equipment such as mechanical services equipment.

Contractors which are interested in providing Services or undertaking work in relation to complex buildings should indicate their interest and relevant experience when completing the response modules.

Examples of complex buildings are provided in the table below.

Agency	Site Description	Address	Suburb
Child Protection and Family Support	Kath French Centre	900 Woodlands Road	STONEVILLE
Child Protection and Family Support	Perth Office DCPFS	190 Stirling St	HIGHGATE
Department of Agriculture and Food	Head Offices	5 Baron-Hay Ct	KENSINGTON
Culture and the Arts	Art Gallery of WA	James Street	PERTH
Culture and the Arts	Perth Museum	Francis Street	PERTH
Culture and the Arts	Swan Bell Towers	Barrack Square	PERTH
Culture and the Arts	State Library of WA	Perth Cultural Centre	PERTH
Fire and Emergency Services	DFES Head Office - Emergency Services Complex	20 Stockton Bend	COCKBURN
Department of Fisheries	WA Fisheries and Marine Research Lab	39 Northside Drive	HILLARYS
Department of Fisheries	Marine Operations Centre	107 Breakwater Parade	MANDURAH
Training and Workforce Development	Central Institute of Technology - Perth Campus B2	30 Aberdeen Street	PERTH
Main Roads WA	Don Aitken Centre	Waterloo Crescent	EAST PERTH
Main Roads WA	Tunnel Operations Centre	18 Newcastle Street	PERTH
Parliament Services Division	Parliament House	Parliament Place	WEST PERTH
WA Police	Curtin House CIB HQ & Perth Police Station	60 Beaufort Street	PERTH
WA Police	Maylands Police Complex	2 Swan Bank Road	MAYLANDS
WA Police	Operations Supp Facility - CADCOM	2 Clayton Street	MIDLAND
WA Police	Police Headquarters	2 Adelaide Terrace	EAST PERTH

Agency	Site Description	Address	Suburb
WA Police	Police Traffic Branch	Wellington Street	EAST PERTH
WA Police	WA Police Academy	81 Lakeside Drive	JOONDALUP

1.9 SUBMISSION OF OFFER

1.9.1 The Respondent is encouraged to submit the Offer electronically by uploading at: www.tenders.wa.gov.au.

The Offer can only be submitted to www.tenders.wa.gov.au if the size of the Offer is equal to or less than 20 megabytes. The Respondent must be registered with Tenders WA to submit an Offer electronically.

NOTE: it is recommended to register well before the closing time.

The Respondent is encouraged to utilise the online assistance available on the Tenders WA website.

Please allow sufficient time for the submission of Offers as late Offers will not be accepted.

1.9.2 The Respondent may submit the Offer by hand at:

Tendering Services
Optima Centre
16 Parkland Road
OSBORNE PARK WA 6017

If the Respondent submits the Offer by hand, the Respondent must provide one (1) copy.

1.9.3 The Respondent may submit the Offer by post at:

Tendering Services
Locked Bag 11
OSBORNE PARK BC WA 6916

If the Respondent submits the Offer by post, the Respondent must provide one (1) copy.

NOTE: Offers being sent by post must not be posted to the street address shown above at 1.9 2. Also, Respondents sending their tenders by post must allow sufficient time for postage, as Offers not received at the Tenders Office and in the Tender Box by the closing time and date will be considered a late Offer.

1.9.4 The Respondent should also include a complete electronic copy of the Offer on USB (Thumb) Drive/DVD/CD with any submission delivered by hand or by post.

In the event of any inconsistency between the hard copy and the electronic copy, the electronic copy will be considered the accurate version.

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

1.10 OFFER VALIDITY PERIOD

The Offer Validity Period is for a period of six (6) months.

1.11 BRIEFING

A minimum of four non-mandatory briefings for Respondents will be conducted. The details are set out below.

The Respondent may register to attend a briefing at <http://www.finance.wa.gov.au/cms/content.aspx?id=17478>

Briefing One

Date: Tuesday 4 February 2014
Time: 10:00 – 11:30am Perth, Western Australia
Location: City West Receptions, 45 Plaistowe Mews, West Perth WA 6005

Briefing Two

Date: Tuesday 4 February 2014
Time: 1:30 – 3:00pm Perth, Western Australia
Location: City West Receptions, 45 Plaistowe Mews, West Perth WA 6005

Briefing Three

Date: Tuesday 4 February 2014
Time: 6:30 – 8:00pm Perth, Western Australia
Location: Optima Centre, 16 Parkland Road, Osborne Park WA 6017

Briefing Four

Date: Wednesday 5 February 2014
Time: 10:00 – 11:30am Perth, Western Australia
Location: Meadow Springs, Golf and Country Club, 23 Meadow Springs Drive, Mandurah WA 6210

1.12 CONTACT PERSONS

Enquiries can be best dealt with by the contact person 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, TECHNICAL AND ROUTINE ENQUIRIES:

Name: Ann MacDonald
Title: Procurement Manager
Telephone: (08) 6551 1732
E-mail: ann.macdonald@finance.wa.gov.au

ADVICE ON DELIVERING OFFERS:

Name: Tendering Services
Telephone: (08) 6551 2345

Facsimile: (08) 6551 2333

ADVICE ON USING TENDERS WA:

Name: Procurement Systems Support

Telephone: (08) 6551 2020

1.13 REQUEST CONDITIONS

The “Request Conditions” are contained in the Part A of the *Request Conditions and General Conditions of Contract – Low Value Maintenance Panel* [January 2014] included with this Request, and also located at <http://www.finance.wa.gov.au/cms/content.aspx?id=17478> 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, considered and accepted the Request Conditions prior to submitting an Offer.

2. SELECTION PROCESS

2.1 SELECTION PROCESS

Value for Money is a key government and BMW policy objective to ensure that the purchase of goods, services and/or works achieves 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 will:

- a). apply relevant BMW and government policies to the assessment of Offers;
- b). require Offers to meet the Pre-Qualification Requirements in Section 3 in Part B – Module 1;
- c). assess Offers against the Compliance and Disclosure Requirements in Section 4 in Part B – Module 1;
- d). assess Offers against the Qualitative Requirements in Section 5 in Part B – Modules 1 and 2;
- e). assess Offers against the Insurance Requirements in Section 6 in Part B – Module 1; and
- f). assess the Offered Prices which includes assessing the Offered Price and Pricing Requirements in Schedule 3 (to be completed in electronic form Part B – Module 2 and 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 considers relevant.

2.2 BMW AND GOVERNMENT POLICIES

The following BMW policies apply to this Request:

- a). Value for Money;
- b). Probity and Accountability;
- c). Open and Effective Competition;

These policies can be viewed and downloaded at www.bmw.wa.gov.au/policy/building_policy_and_procedures.

The following Government policy applies to this Request:

- a). Buy Local Policy; including the July 2013 and December 2009 Addenda.

This policy can be viewed and downloaded at www.ssc.wa.gov.au or a copy of this policy is available from the State Supply Commission (telephone (08) 6551 1500).

PART B – CONTENT REQUIREMENT AND RESPONDENT'S OFFER

PART B MUST BE COMPLETED BY THE RESPONDENT AND RETURNED TO THE CONTRACT AUTHORITY (REFER 'SUBMISSION OF OFFER' REQUIREMENTS OF CLAUSE 2.1 IN THE REQUEST CONDITIONS).

RESPONDENTS ARE ENCOURAGED TO SUBMIT THIS PART B ELECTRONICALLY BY UPLOADING VIA TENDERS WA AS OUTLINED IN CLAUSE 1.9 SUBMISSION OF OFFER OF THIS REQUEST

RESPONSES TO THIS PART B ARE TO BE COMPLETED IN MODULES 1 AND 2 (INCORPORATING SCHEDULE 3 – PRICING) WHICH ARE ATTACHED

The Respondent must complete all Modules as detailed below:

- Module 1 – which sets out qualitative requirements related to the Respondent's organisation, its capacity and business systems **(to be completed once only)**.
- Module 2 – which sets out the qualitative requirements and pricing (Schedule 3) specific to each Trade Category being tendered for by the Respondent **(to be completed for each Trade Category)**.

DEFINITIONS

The following words shall have the following meanings in this Request and its attachments:

- (a) **After Hours** means any hours that are not Business Hours and includes Saturdays, Sundays or a public holiday in Perth, Western Australia.
- (b) **BMW** means Building Management and Works, a business unit of the Department of Finance.
- (c) **Breakdown Repair(s)** means any Products and/or Services required to be supplied to restore any plant, equipment, services, property, buildings, structures, fittings, goods, gardens, parking areas, playgrounds, place, item or thing to proper working order or original condition (save for fair wear and tear) where that item has:
 - (i) broken down and ceased to perform its intended function;
 - (ii) failed or been damaged suddenly and without warning;
 - (iii) failed or been damaged in circumstances that could not be reasonably anticipated; or
 - (iv) been vandalised;and otherwise not being an item of Restoration Maintenance, Improvement or Routine Maintenance.
- (d) **Business Hours** means the hours between 7:00am and 5:00pm on Business Days.
- (e) **Call Centre** means the Maintenance Call Centre operated by BMW, on behalf of the Contract Authority, which registers requests for Breakdown Repairs and is authorised to issue Orders on behalf of the Customer.
- (f) **Improvements** means any Products, Services and/or Works required to be supplied to improve any plant, equipment, services, property, buildings, structures, fittings, goods, gardens, parking areas, playgrounds, place, item or thing to a desired specification or quality by the Customer.
- (g) **Planned Maintenance** means any Products, Services and/or Works to be supplied by the Contractor pursuant to an Order issued by the Customer in acceptance of a quote for Restoration Maintenance, Improvements or Routine Maintenance given by the Contractor pursuant to the Customer Contract.

Services undertaken for Planned Maintenance may include supply, install, modify, upgrade, repair and maintain, or replace components and/or equipment.
- (h) **Restoration Maintenance** means any Products, Services and/or Works required to be supplied to ensure any plant, equipment, services, property, buildings, structures, fittings, goods, gardens, parking areas, playgrounds, place, item or thing is restored to a condition where it may operate and continues to operate in proper working order or original condition (save for fair wear and tear) and that are not Breakdown Repairs.
- (i) **Routine Maintenance** means any work, cleaning, repair or maintenance, not carried out on an Order by Order basis as Breakdown Repair, Restoration Maintenance or Improvements, but which is performed on an

ongoing cyclical or regular basis on any plant, equipment, services, property, buildings, structures, fittings, goods, gardens, parking areas, playgrounds, place, item or thing to prevent failure, damage and/or extend their life or operation, in a specified Premises, zone or for specified asset(s) for a specified period of time.

- (j) **Service Type** means Breakdown Repairs or Planned Maintenance as defined above.
- (k) **Site** means any building, property, structure, garden, parking area, playground or place that is owned or occupied by an agency and at which site building maintenance work is to be undertaken through this Panel, and has the same meaning as Premises.
- (l) **Site Representative** means the agency representative or person appointed to deal with the Contractor for matters relating to specific Premises. In as far as it is cognisant to do so, any rights and responsibilities assigned to an agency may also be exercised by the Customer's Representative.
- (m) **Trade Category** means the type of occupation (trade) as identified in this Request.

SCHEDULE 1 - HEAD AGREEMENT DETAILS AND CUSTOMER CONTRACT DETAILS

HEAD AGREEMENT DETAILS

The Head Agreement establishes and governs the relationship between a Panel Member and the Contract Authority.

1. Contract Authority	The Contract Authority is the Minister for Works being the body corporate created under Section 5 of the <i>Public Works Act (WA) 1902</i> .
2. The Term of the Head Agreement	The Term of the Head Agreement is two (2) years.
3. Commencement Date	The Commencement Date will be specified in the Letter.
4. Extensions	The Contract Authority has four (4) options to extend the Term, each option having a two (2) year duration.
5. Notice of Extension	Clause 3.7 of the General Conditions applies.
6. Panel Arrangement	This Request is to establish a Panel Arrangement. Clause 4 of the General Conditions applies.
7. Price Variation	<p>The Price is fixed for the first year of the Term.</p> <p>On each anniversary of the Commencement Date, the Price may upon application, be varied by the Consumer Price Index (Consumer Price Index, Australia (Cat No 6401.0): 1 All Groups, Index Numbers – Perth) for the March Quarter preceding that anniversary.</p> <p>The Contractor must apply in writing for the Contract Authority's approval each time a revised price is to be applied to the Head Agreement. Twenty one (21) days prior notice is required for a Price variation request.</p> <p>Documentation will be required to justify applications for revised Head Agreement prices during the term of the Head Agreement.</p> <p>No price variation is payable unless and until approved by the Contract Authority.</p> <p>Any request by the Contractor for back-payment of price variations will not be considered.</p>
8. Buying Rules	Clause 4.21 of the General Conditions applies. See Schedule 6 for indicative Buying Rules.
9. Public Liability	Public liability insurance covering the legal liability of the Contractor and the Contractor's Personnel for an amount of not less than \$10 million for any one occurrence and unlimited in the aggregate.
10. Workers' Compensation	Workers' compensation insurance in accordance with the provisions of the <i>Workers' Compensation and Injury Management Act 1981 (WA)</i> , 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 <i>Workers' Compensation and Injury Management Act 1981</i> .
11. Motor vehicle third party	Motor vehicle third party insurance covering legal liability against property damage and bodily injury to, or death of, persons (including bodily injury gap protection) caused by motor vehicles used in connection with the Services for an amount of not less than \$20 million for any one occurrence and unlimited in the aggregate.
12. Contractor Personnel Record Keeping	The Contractor is required to maintain, renew and keep records of all checks and clearances for Contractor Personnel.
13. Contract Management Requirements	<p>Reporting</p> <p>The Contractor must (as soon as practicable) inform the Contract Authority's Representative of any notifiable incident (as defined under the Occupational</p>

**SCHEDULE 1 - HEAD AGREEMENT DETAILS AND CUSTOMER CONTRACT DETAILS – RESPONDENT
TO READ AND KEEP THIS PART**

	<p>Safety and Health Act (WA) 1984) which occurs in the course of delivering the requirements of any Customer Contract.</p> <p>In addition, the Contractor is required to provide the following quarterly report to the Contract Authority's Representative:</p> <p>(a) Accidents, injuries and the number of work days lost to injuries that relate to the performance of any Customer Contract.</p> <p>The Contract Authority may require the Contractor to provide any information specified for reporting purposes, in a different or alternate format in addition to that specified. This includes the provision of information in an electronic format.</p> <p>Meetings</p> <p>The Contractor's Representative must attend meetings with the Contract Authority's Representative as and when required by the Contract Authority's Representative to address:</p> <p>(a) the day to day management of Customer Contracts;</p> <p>(b) evaluating the Contractor's performance both in the short term and on an annual basis;</p> <p>(c) any other purpose the Contract Authority's Representative may require;</p> <p>and the Contractor must comply with any directions confirmed in writing given by the Contract Authority pursuant to those meetings.</p> <p>Contract Authority's Representative</p> <p>The Contract Authority's Representative will be specified in the Letter, and otherwise as appointed from time to time.</p> <p>Contract Authority's address and facsimile details Optima Centre, 16 Parkland Road OSBORNE PARK, WESTERN AUSTRALIA 6017 Facsimile: (08) 6551 2130</p>
<p>14. Key Performance Indicators</p>	<p>The Contract Authority at its sole discretion will periodically assess the Contractor against the following key performance indicators (KPI):</p> <p>(a) KPI 1: Average value of Breakdown Repairs under \$1,500 (Exc. GST)</p> <p><i>Description:</i> This KPI measures the average value of Breakdown Repairs under \$1,500 carried out by a Contractor over a period of time, for a particular Trade Category.</p> <p><i>Measurement:</i> (Total value of Breakdown Repairs under \$1,500 (Exc. GST) carried out by the Contractor during the Period for a particular Trade Category) / (Total number of Breakdown Repairs under \$1,500 carried out by the Contractor during the period for a particular Trade Category).</p> <p><i>Target:</i> No specific target applies. The performance of the Contractor will be monitored relative to other Contractors within a Trade Category for an equivalent period.</p> <p>(b) KPI 2: Attendance Rate</p> <p><i>Description:</i> This KPI measures the frequency at which Contractors meet specified priority response times for Breakdown Repairs, during a period of time.</p> <p><i>Measurement:</i> (Number of Breakdown Repairs the Contractor has responded to within the required response time, during the period) / (Total number of Breakdown Repairs the Contractor has responded to during the period) * 100 expressed as a percentage.</p> <p><i>Target:</i> The target attendance rate for Priority 1, 2 and 3 Breakdown Repairs is 90% for each priority category. This target rate acts as a benchmark for acceptable performance however the Contractor will also be monitored relative to other Contractors.</p>

(c) KPI 3: Completion Rate Priority 1

Description: This KPI measures the frequency at which Contractors meet specified target completion times for Priority 1 Breakdown Repairs during a period of time.

Measurement: (Number of Priority 1 Breakdown Repairs the Contractor has completed within the target completion times for Priority 1 Breakdown Repairs during the period) / (Total number of Priority 1 Breakdown Repairs the Contractor has responded to during the period) * 100 expressed as a percentage.

Target: The target completion rate for Priority 1 Breakdown Repairs is 80%. This target rate acts as a benchmark for acceptable performance however the Contractor will also be monitored relative to other Contractors.

(d) KPI 4 Completion Rate Priority 2 and Priority 3

Description: This KPI measures the frequency at which Contractors meet specified target completion times for Priority 2 and Priority 3 Breakdown Repairs during a period of time.

Measurement: (Number of Priority 2 and Priority 3 Breakdown Repairs the Contractor has completed within the target completion times for Priority 2 and Priority 3 Breakdown Repairs during the period) / (Total number of Priority 2 and Priority 3 Breakdown Repairs the Contractor has responded to during the period) * 100 expressed as a percentage.

Target: The target completion rate for Priority 2 and 3 Breakdown Repairs is 75% for each priority category. This target rate acts as a benchmark for acceptable performance however the Contractor will also be monitored relative to other Contractors.

(e) KPI 5 Completion Rate Planned Restoration and Improvement Works

Description: This KPI measures the frequency at which Contractors meet specified completion times for planned restoration and improvement works during a period of time.

Measurement: (Number of Planned Maintenance (for Restoration and Improvements) the Contractor has completed by the completion date, specified in the Order or Letter, for the Planned Maintenance during the period) / (Total number of Planned Maintenance the Contractor has completed during the period) * 100 expressed as a percentage.

Target: A target completion rate for Planned Maintenance is 75%. This target rate acts as a benchmark for acceptable performance however the Contractor will also be monitored relative to other Contractors.

(f) KPI 6: Invoicing

Description: This KPI measures the degree of compliance by a Contractor with the invoicing requirements of the Panel. This KPI will apply to both Breakdown Repairs and Planned Maintenance.

Measurement: (Number of jobs completed during a period of time for which invoices were submitted in compliance with contractual requirements) / (Number of jobs completed during the period) * 100 expressed as a percentage.

Target: 100% of invoices to be submitted in a compliant manner.

(g) Other Performance Monitoring

In addition to the KPIs outlined above, a number of other factors will be monitored in considering Contractor performance. These are areas which are relevant and for which data may be gathered. The monitoring of these areas will not be restricted to Breakdown Repairs, but will also include (where relevant) information on Planned Maintenance.

(i) Volume of Works Undertaken

Description: This is a measure of the number of jobs (separated out by Breakdown Repairs and Planned Maintenance) undertaken by a Contractor within a particular Trade Category during a given Period.

Measurement: Number of jobs undertaken by a Contractor within a

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	<p>particular Trade Category during a given Period.</p> <p><i>Review Consideration:</i> This measure is to be considered in the context of Contractor capacity, availability of work, and relative performance of other Contractors in the Trade Category and other relevant factors.</p> <p><i>(ii) Complaints, Compliments, Feedback and Audit Results</i></p> <p><i>Description:</i> As a qualitative measure of Contractor performance, any verified complaints, compliments and other feedback such as audit results will be recorded and considered when reviewing Contractor performance.</p> <p>(h) Contractor Ranking and Performance Assessment</p> <p>Contractors will have their performance ranked relative to other contractors. The ranking will consider Contractor performance against relevant KPIs as well as qualitative factors, and feedback received relating to the Contractor.</p> <p>The allocation of work and/or the opportunity to Quote to will take into account the ongoing assessment of Contractor performance.</p>
<p>15. Security of Subcontractor Payments</p>	<p>The Contractor must comply with all payment obligations under agreements between the Contractor and its subcontractors and suppliers in respect of the work carried out under any Customer Contract established under this Head Agreement.</p> <p>Failure, without good cause, to comply with any such payment obligations will constitute an Event of Default for the purposes of clause 2.1 of the General Conditions.</p>
<p>16. Confidential Information</p>	<p>The Contractor should note the application of clause 16 of the General Conditions of Contract, which sets out the manner in which Confidential Information must be dealt with.</p> <p>The Contract Authority 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:</p> <p>(a) any information obtained by the Contractor in relation to the Head Agreement or Customer Contract, which concerns the operations of government agencies. For example, details of agency Premises’, security arrangements, client details, agency finances.</p>
<p>17. Police Clearance</p>	<p>Clause 10.4 of the General Conditions applies.</p>
<p>18. Confidential Declaration – Prevention of Paedophilia</p>	<p>Clause 10.5 of the General Conditions applies.</p>
<p>19. Intellectual Property Owner</p>	<p>The Contract Authority is the owner of the Intellectual Property Rights in New Material for the purposes of clause 14 of the General Conditions.</p>
<p>20. Publicity</p>	<p>Clause 16.4 of the General Conditions applies.</p>

CUSTOMER CONTRACT DETAILS

This Customer Contract establishes and governs the relationship between a Contractor and the Customer for each Breakdown Repair engagement.

Breakdown Repairs

1. Customer	The Customer is the Minister for Works
2. The Term of the Customer Contract	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.
3. Commencement Date	The Commencement Date is the date the Order is issued by the Customer (including by the Call Centre).
4. Price Variation	The Price is fixed for the Term.
5. Public and Product Liability	Public and products liability insurance covering the legal liability of the Contractor and the Contractor's Personnel arising out of the Products and / or Services for an amount of: <ol style="list-style-type: none"> 1. not less than \$10 million for any one occurrence; 2. unlimited in the aggregate in respect of public liability; and 3. limited in the annual aggregate to \$10 million in respect of products liability.
6. Workers' Compensation	Workers' compensation insurance in accordance with the provisions of the <i>Workers' Compensation and Injury Management Act 1981 (WA)</i> , 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 <i>Workers' Compensation and Injury Management Act 1981</i> .
7. Motor vehicle third party	Motor vehicle third party insurance covering legal liability against property damage and bodily injury to, or death of, persons (including bodily injury gap protection) caused by motor vehicles used in connection with the Services for an amount of not less than \$20 million for any one occurrence and unlimited in the aggregate.
8. Compulsory third party	Compulsory third party insurance as required under any statute relating to motor vehicles used in connection with the Services.
9. Tax Invoices	<p>Breakdown Repairs</p> <p>The Contractor must ensure that all tax invoices :</p> <ol style="list-style-type: none"> (a) are submitted to the Customer within 14 days of the completion of the breakdown repair; (b) include an itemised breakdown of costs detailing labour, materials, and any other costs such as the hiring of equipment or subcontractor costs; (c) comply with the Australian Taxation Office's requirements for a tax invoice; (d) include the Order number provided under the Order; (e) include a short description of the work provided under the Order; (f) identify any additional work charged pursuant to a variation of the Order that was approved by the Customer. (g) attach the completed Maintenance Advice Form (refer Schedule 8) and any supporting documentation, subcontractors' invoices, claims for specialised equipment, etc.; and (h) include evidence of authorisation if the tax invoice relates to work requiring authorisation pursuant to Schedule 2, Section 2.10 of the Statement of Requirements.

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<p>10. Contract Management Requirements</p>	<p>Customer’s Representative The nominated Customer’s Personnel as specified in the induction process for the Panel, and otherwise as appointed from time to time.</p> <p>Customer’s address and facsimile details As specified in the Order.</p>
<p>11. Access to Premises Indemnity</p>	<p>It is the Contractor’s responsibility to inform itself of the various restrictions on access to any given Premises. The Customer and the Contract Authority are not liable for any damage, loss, costs, expenses, claims, or delays suffered by the Contractor in failing to do so or failing to take into account those restrictions to access in its performance of the work. The Contractor hereby irrevocably indemnifies and agrees to keep indemnified and hold the Customer and Contract Authority harmless from the same.</p>
<p>12. Contractor Availability</p>	<p>The Contractor is required to be available during Business Hours to respond to all Orders.</p> <p>If the Contractor has elected to provide After Hours Breakdown Repairs then the Contractor is required to be available 24 hours a day, 7 days a week, any week of the year to respond to all Orders.</p>
<p>13. Confidential Information</p>	<p>Clause 16 of the General Conditions applies and the Contractor must note the manner in which Confidential Information must be dealt with under clause 16. The Contract Authority 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:</p> <p>(a) any information obtained by the Contractor in relation to the Head Agreement or Customer Contract, which concerns the operations of government agencies. For example, details of agency Premises’, security arrangements, client details, agency finances.</p>
<p>14. Police Clearance</p>	<p>For the purpose of Clause 10.4, prior to the commencement of any work, the Contractor is required to hold an Australia-wide police clearance for all Contractor Personnel, issued within the last 24 months.</p>
<p>15. Confidential Declaration – Prevention of Paedophilia</p>	<p>Clause 10.5 of the General Conditions applies.</p>
<p>16. Contractor Personnel Identification</p>	<p>When attending the Premises (or sites) in performing the requirements of any Customer Contract, the Contractor (and Contractor Personnel) must wear work clothing that clearly identifies the Contractor, be able to provide photo identification and comply with any other additional security measures required at all times while on Premises, as may be directed by the Customer, Customer’s Representative or Site Representative.</p> <p>The Contractor must ensure that Contractor Personnel can clearly be identified as such. Acceptable forms of identification include (but are not limited to):</p> <p>(a) An identification badge issued by the Contractor which clearly displays:</p> <ul style="list-style-type: none"> i. The name (and where applicable, logo) of the Contractor; ii. Name of the Contractor Personnel; and iii. Photo of the Contractor Personnel; <p>or</p> <p>(b) A form of photo identification legally recognised in Western Australia (e.g. a driver’s license), in conjunction with a uniform issued by the Contractor which clearly identifies the Contractor, and worn by the Contractor Personnel.</p> <p>If an agency has a process by which it issues its own identification badges for use by Contractor Personnel, the Contractor shall comply with all requirements and conditions set by the agency for the issuance of the identification badges, and obtain these identification badges.</p>

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17. Maintenance Advice Form	The Contractor shall complete a Maintenance Advice Form (as set out in Schedule 8) at the conclusion of the last visit of each day the Contractor has attended the Premises.
18. Cancellation of Orders	Notwithstanding any provisions to the contrary in the Head Agreement or any Customer Contract, the Customer at all times retains the absolute discretion to cancel any Order. If the Contractor has already commenced work under a cancelled Order, the Contractor is entitled to payment for the amount of work certified by the Customer as having already been undertaken.
19. Independent Audits and Inspections	<p>The Customer may from time to time appoint an independent auditor to perform an audit of selected portion(s) of the work provided under the Customer Contract, to ensure the work adheres to the requirements of the Customer Contract. Such inspections shall not constitute acceptance of the work, in whole or in part, and shall not relieve the Contractor of its obligations.</p> <p>The Contractor shall provide access to the Customer or a Customer's Representative in accordance with clause 9 of the General Conditions. If any shortcomings in the work performed by the Contractor are identified, the Customer may instruct the Contractor to remediate any such shortcoming.</p> <p>The Contractor shall comply with any such instruction to remediate shortcomings from the Customer, and no costs will be charged by the Contractor to comply with such instructions.</p> <p>If the outcome of the audit deems the performance of the Contractor to be unsatisfactory, the Contractor shall be required to provide a formal response to the Customer addressing the concerns raised, along with a plan of action to address the identified performance issues.</p>
20. Warranties	<p>In accordance with clause 11.5 the Contractor must give, or ensure the Customer has the express benefit of all warranties including but not limited to the following items of work:</p> <p>(a) new materials or equipment; and</p> <p>(b) any other part of the work as required by the Customer.</p>
21. Intellectual Property Owner	Clause 14.1 of the General Conditions applies.
22. Working Papers	Clause 14.7 of the General Conditions applies.
23. Publicity	For the purposes of clause 16.4 of the General Conditions, the Customer and any Public Authority whose Premises are attended as a result of any Customer Contract are specified.
24. Government Policies	For the purposes of clause 24 of the General Conditions, no obligations relating to Government procurement policies are specified.
25. Contractor Service Delivery Procedures	The Low Value Maintenance Panel Contractor Service Delivery Procedures (as provided in Schedule 7 of this Request) form part of the Customer Contract Details, and any breach of those procedures will be treated as a breach of the Customer Contract.

CUSTOMER CONTRACT DETAILS

This Customer Contract establishes and governs the relationship between a Contractor and the Customer for each Restoration Maintenance and Improvements engagement.

Restoration Maintenance and Improvements

1. Customer	The Customer is the Minister for Works
2. The Term of the Customer Contract	The Term will commence on the Commencement Date and will expire when the Services and/or Works have been supplied in accordance with clause 6 of the General Conditions or at the end of the Defects Liability Period if any such period applies.
3. Commencement Date	(a) The Commencement Date will be as specified in the request for Quote, Letter or Order; or (b) if no date is specified in the Order, the date the Order is issued by the Customer to the Contractor.
4. Date for Practical Completion	The Customer will specify the Date for Practical Completion in the request for Quote.
5. Price Variation	Unless varied in accordance with the General Conditions, the Price is fixed for the Term.
6. Public and Product Liability	Public and products liability insurance covering the legal liability of the Contractor and the Contractor's Personnel arising out of the Products and / or Services for an amount of: <ol style="list-style-type: none"> 1. not less than \$10 million for any one occurrence; 2. unlimited in the aggregate in respect of public liability; and 3. limited in the annual aggregate to \$10 million in respect of products liability.
7. Workers' Compensation	Workers' compensation insurance in accordance with the provisions of the <i>Workers' Compensation and Injury Management Act 1981</i> (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 <i>Workers' Compensation and Injury Management Act 1981</i> .
8. Motor vehicle third party	Motor vehicle third party insurance covering legal liability against property damage and bodily injury to, or death of, persons (including bodily injury gap protection) caused by motor vehicles used in connection with the Services for an amount of not less than \$20 million for any one occurrence and unlimited in the aggregate.
9. Compulsory third party	Compulsory third party insurance as required under any statute relating to motor vehicles used in connection with the Services.
10. Tax Invoices	<p>General Requirements</p> <p>The Contractor must ensure that all tax invoices submitted:</p> <ol style="list-style-type: none"> (a) comply with the Australian Taxation Office's requirements for a tax invoice; (b) include the Order number provided under the Order; (c) include a description of the Works provided under the Order; and (d) identify any Works charged pursuant to a variation of the Order approved by the Customer; (e) have attached all relevant supporting documentation such as subcontractors' invoices, completed Maintenance Advice Form(s) (when applicable), and other such documents providing evidence of work completed and justifying costs <p>Improvements and Restoration Maintenance Works</p>

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	<p>The following additional terms and conditions apply in relation to invoices:</p> <p>(a) Multiple tax invoices are not permitted unless expressly stated in the request for Quote or relevant Order.</p> <p>The Customer has no obligation to pay for any additional Works that have not been authorised. If the Contractor fails to provide a tax invoice that meets the above requirements, the Customer is not liable to pay that tax invoice.</p>
11. Contract Management Requirements	<p>Customer’s Representative</p> <p>The Customer’s Representative will be stated in the Letter, and otherwise be as appointed from time to time.</p> <p>Superintendent and/or Superintendent’s Representative</p> <p>The Superintendent and/or the Superintendent’s Representative (if any) will be stated in the request for Quote or in the Letter, and otherwise be as appointed from time to time.</p> <p>Customer’s address and facsimile details</p> <p>The Customer’s address and facsimile details will be as stated in the Letter.</p>
12. Access to Premises Indemnity	<p>It is the Contractor’s responsibility to inform itself of the various restrictions on access to any given Premises. The Customer and the Contract Authority are not liable for any damage, loss, costs, expenses, claims, or delays suffered by the Contractor in failing to do so or failing to take into account those restrictions to access in its performance of the Work. The Contractor hereby irrevocably indemnifies and agrees to keep indemnified and hold the Customer and Contract Authority harmless from the same</p>
13. Confidential Information	<p>The Contractor should note the application of Clause 16 of the General Conditions of Contract, which sets out the manner in which Confidential Information must be dealt with.</p> <p>The Contract Authority 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:</p> <p>(a) any information obtained by the Contractor in relation to the Head Agreement or Customer Contract, which concerns the operations of government agencies. For example, details of agency Premises’, security arrangements, client details, agency finances.</p>
14. Police Clearance	<p>For the purpose of Clause 10.4, prior to the commencement of any work, the Contractor is required to hold an Australia-wide police clearance for all Contractor Personnel, issued within the last 24 months.</p>
15. Confidential Declaration – Prevention of Paedophilia	<p>Clause 10.5 of the General Conditions applies.</p>
16. Contractor Personnel Identification	<p>When attending the Premises (or sites) in performing the requirements of any Customer Contract, the Contractor (and Contractor Personnel) must wear work clothing that clearly identifies the Contractor, be able to provide photo identification and comply with any other additional security measures required at all times while on Premises, as may be directed by the Customer, Customer’s Representative or Site Representative.</p> <p>The Contractor must ensure that Contractor Personnel can clearly be identified as such. Acceptable forms of identification include:</p> <p>(a) An identification badge issued by the Contractor which clearly displays:</p> <ol style="list-style-type: none"> i. The name (and where applicable, logo) of the Contractor; ii. Name of the Contractor Personnel; and iii. Photo of the Contractor Personnel;

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	<p>or</p> <p>(b) A form of photo identification legally recognised in Western Australia (e.g. a driver's license), in conjunction with a uniform issued by the Contractor which clearly identifies the Contractor, and worn by the Contractor Personnel.</p> <p>If an agency has a process by which it issues its own ID Badges for use by Contractor Personnel, the Contractor shall comply with all requirements and conditions set by the agency for the issuance of the ID Badges, and obtain these ID Badges.</p>
17. Maintenance Advice Form	<p>The Contractor shall complete a Maintenance Advice Form(s) (as set out in Schedule 8) in accordance with the following:</p> <p>(a) If the works are being undertaken on a labour and materials basis, the Contractor shall complete a Maintenance Advice Form at the conclusion of the last visit of each day the Contractor has attended the Premises; or</p> <p>(b) If the work are being undertaken on the basis of a Quote, the Contractor shall complete a Maintenance Advice Form upon completion of the Works if:</p> <ul style="list-style-type: none"> i. The Works are valued up to \$20,000 (Incl. GST); or ii. The Customer has requested the Contractor to do so, for Works of any other value.
18. Independent Audits and Inspections	<p>The Customer may from time to time appoint an independent auditor to perform an audit of selected portion(s) of the works provided under the Customer Contract, to ensure the work adheres to the requirements of the Customer Contract. Such inspections shall not constitute acceptance of the work, in whole or in part, and shall not relieve the Contractor of its obligations.</p> <p>The Contractor shall provide access to the Customer or a Customer's Representative in accordance with clause 9 of the General Conditions. If any shortcomings in the work performed by the Contractor are identified, the Customer may instruct the Contractor to remediate any such shortcoming.</p> <p>The Contractor shall comply with any such instruction to remediate shortcomings from the Customer, and no costs will be charged by the Contractor to comply with such instructions.</p> <p>If the outcome of the audit deems the performance of the Contractor to be unsatisfactory, the Contractor shall be required to provide a formal response to the Customer addressing the concerns raised, along with a plan of action to address the identified performance issues.</p>
19. Warranties	<p>In accordance with Clause 11.5 the Contractor must give, or ensure the Customer has the express benefit of all warranties including but not limited to the following items of Works:</p> <ul style="list-style-type: none"> (a) new materials or equipment; and (b) any other part of the Works as required by the Customer.
20. Intellectual Property Owner	<p>The Customer is the owner of the Intellectual Property Rights in New Material for the purposes of clause 14.1 of the General Conditions.</p>
21. Working Papers	<p>Clause 14.7 of the General Conditions applies.</p>
22. Publicity	<p>The Customer is specified for the purposes of clause 16.4 of the General Conditions.</p> <p>For the purposes of clause 16.4 of the General Conditions, any Public Authority whose Premises are attended as a result of any Customer Contract is specified.</p>
23. Government Policies	<p>For the purposes of clause 24 of the General Conditions, no obligations relating to Government procurement policies are specified.</p>

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24. Contractor Service Delivery Procedures	The Low Value Maintenance Panel Contractor Service Delivery Procedures (as provided in Schedule 7 of this Request) form part of the Customer Contract Details, and any breach of those procedures will be treated as a breach of the Customer Contract.
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CUSTOMER CONTRACT DETAILS

This Customer Contract establishes and governs the relationship between a Contractor and the Customer for each Routine Maintenance engagement.

Routine Maintenance

1. Customer	The Customer is the Minister for Works
2. The Term of the Customer Contract	The Term of the Customer Contract is specified in the request for Quote.
3. Commencement Date	The Commencement Date will be specified in the Letter.
4. Price Variation	<p>The Price is fixed for the first year of the Term.</p> <p>On each anniversary of the Commencement Date, the Price may upon application, be varied by the Consumer Price Index (Consumer Price Index, Australia (Cat No 6401.0): 1 All Groups, Index Numbers – Perth) for the March Quarter preceding that anniversary.</p> <p>The Contractor must apply in writing for the Contract Authority's approval each time a revised price is to be applied to the Head Agreement. Twenty one (21) days prior notice is required for a Price variation request.</p> <p>Documentation will be required to justify applications for revised Head Agreement prices during the term of the Head Agreement.</p> <p>No price variation is payable unless and until approved by the Contract Authority.</p> <p>Any request by the Contractor for back-payment of price variations will not be considered.</p>
5. Public and Product Liability	<p>Public and products liability insurance covering the legal liability of the Contractor and the Contractor's Personnel arising out of the Products and / or Services for an amount of:</p> <ol style="list-style-type: none"> 1. not less than \$10 million for any one occurrence; 2. unlimited in the aggregate in respect of public liability; and 3. limited in the annual aggregate to \$10 million in respect of products liability. .
6. Workers' Compensation	Workers' compensation insurance in accordance with the provisions of the <i>Workers' Compensation and Injury Management Act 1981 (WA)</i> , 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 <i>Workers' Compensation and Injury Management Act 1981</i> .
7. Motor vehicle third party	Motor vehicle third party insurance covering legal liability against property damage and bodily injury to, or death of, persons (including bodily injury gap protection) caused by motor vehicles used in connection with the Services for an amount of not less than \$20 million for any one occurrence and unlimited in the aggregate.
8. Compulsory third party	Compulsory third party insurance as required under any statute relating to motor vehicles used in connection with the Services.
9. Tax Invoices	<p>The Contractor must ensure that tax invoice(s) :</p> <ol style="list-style-type: none"> (a) are submitted to the Customer after the conclusion of each instance where Services have been performed. (b) comply with the Australian Taxation Office's requirements for a tax invoice; (c) include the Order number provided under the Order; (d) include a short description of the work provided under the Order; (e) attach completed Maintenance Advice Form(s)

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	(refer Schedule 8) and any other relevant supporting documentation
10. Contract Management Requirements	<p>Customer’s Representative The nominated Customer’s Personnel as will be specified in the request for Quotation, and otherwise as appointed from time to time.</p> <p>Customer’s address and facsimile details As specified on the request for Quotation.</p>
11. Access to Premises Indemnity	It is the Contractor’s responsibility to inform itself of the various restrictions on access to any given Premises. The Customer and the Contract Authority are not liable for any damage, loss, costs, expenses, claims, or delays suffered by the Contractor in failing to do so or failing to take into account those restrictions to access in its performance of the work. The Contractor hereby irrevocably indemnifies and agrees to keep indemnified and hold the Customer and Contract Authority harmless from the same
12. Confidential Information	<p>Clause 16 of the General Conditions applies and the Contractor must note the manner in which Confidential Information must be dealt with under clause 25.</p> <p>The Contract Authority 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:</p> <p>(a) any information obtained by the Contractor in relation to the Head Agreement or Customer Contract, which concerns the operations of government agencies. For example, details of agency Premises’, security arrangements, client details, agency finances.</p>
13. Police Clearance	For the purpose of Clause 10.4, prior to the commencement of any work, the Contractor is required to hold an Australia-wide police clearance for all Contractor Personnel, issued within the last 24 months.
14. Confidential Declaration – Prevention of Paedophilia	Clause 10.5 of the General Conditions applies.
15. Contractor Personnel Identification	<p>When attending the Premises (or sites) in performing the requirements of any Customer Contract, the Contractor (and Contractor Personnel) must wear work clothing that clearly identifies the Contractor, be able to provide photo identification and comply with any other additional security measures required at all times while on Premises, as may be directed by the Customer, Customer’s Representative or Site Representative.</p> <p>The Contractor must ensure that Contractor Personnel can clearly be identified as such. Acceptable forms of identification include (but are not limited to):</p> <p>(a) An identification badge issued by the Contractor which clearly displays:</p> <ul style="list-style-type: none"> i. The name (and where applicable, logo) of the Contractor; ii. Name of the Contractor Personnel; and iii. Photo of the Contractor Personnel; <p>or</p> <p>(b) A form of photo identification legally recognised in Western Australia (e.g. a driver’s license), in conjunction with a uniform issued by the Contractor which clearly identifies the Contractor, and worn by the Contractor Personnel.</p> <p>If an agency has a process by which it issues its own identification badges for use by Contractor Personnel, the Contractor shall comply with all requirements and conditions set by the agency for the issuance of the identification badges, and obtain these identification badges.</p>
16. Maintenance Advice Form	The Contractor shall complete a Maintenance Advice Form (as set out in Schedule 8) at the conclusion of each visit to Premises.

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<p>17. Independent Audits and Inspections</p>	<p>The Customer may from time to time appoint an independent auditor to perform an audit of selected portion(s) of the works provided under the Customer Contract, to ensure the work adheres to the requirements of the Customer Contract. Such inspections shall not constitute acceptance of the work, in whole or in part, and shall not relieve the Contractor of its obligations.</p> <p>The Contractor shall provide access to the Customer or a Customer's Representative in accordance with clause 9 of the General Conditions. If any shortcomings in the work performed by the Contractor are identified, the Customer may instruct the Contractor to remediate any such shortcoming.</p> <p>The Contractor shall comply with any such instruction to remediate shortcomings from the Customer, and no costs will be charged by the Contractor to comply with such instructions.</p> <p>If the outcome of the audit deems the performance of the Contractor to be unsatisfactory, the Contractor shall be required to provide a formal response to the Customer addressing the concerns raised, along with a plan of action to address the identified performance issues.</p>
<p>18. Warranties</p>	<p>In accordance with clause 11.5 the Contractor must give, or ensure the Customer has the express benefit of all warranties including but not limited to the following items of work:</p> <p>(a) new materials or equipment; and</p> <p>(b) any other part of the work as required by the Customer.</p>
<p>19. Intellectual Property Owner</p>	<p>Clause 14.1 of the General Conditions applies.</p>
<p>20. Working Papers</p>	<p>Clause 14.7 of the General Conditions applies.</p>
<p>21. Publicity</p>	<p>For the purposes of clause 16.4 of the General Conditions, the Customer and any Public Authority whose Premises are attended as a result of any Customer Contract are specified.</p>
<p>22. Government Policies</p>	<p>For the purposes of clause 24 of the General Conditions, no obligations relating to Government procurement policies are specified.</p>
<p>23. Contractor Service Delivery Procedures</p>	<p>The Low Value Maintenance Panel Contractor Service Delivery Procedures (as provided in Schedule 7 of this Request) form part of the Customer Contract Details, and any breach of those procedures will be treated as a breach of the Customer Contract.</p>

SCHEDULE 2 – SPECIFICATION / STATEMENT OF REQUIREMENTS

1. STATEMENT OF REQUIREMENTS – GENERAL

BMW requires suitable Contractors for Breakdown Repairs and/or Planned Maintenance who can:

- (i) provide appropriate trades-based accredited personnel;
- (ii) undertake Breakdown Repairs during Business Hours, and/or outside of Business Hours, and/or on weekends/public holidays;
- (iii) respond to priority requests including emergency call-outs for Breakdown Repairs;
- (iv) perform the work in a manner appropriate to current industry standards and in accordance with the best trade practice;
- (v) perform the work in a professional manner to the satisfaction of the Customer;
- (vi) comply with the most current statutory authority regulations, by-laws and the requirements of the Building Code of Australia, relevant Australian and Industry Standards and Regulations;
- (vii) hold the necessary trade licenses and obtain any necessary permits from the various bodies as may be required to perform the work except as otherwise stated;
- (viii) obtain from the controlling service authorities the location of all existing services on the Premises, e.g. Telstra, Water Corporation, Western Power and Alinta Gas to make good, at the Contractor's expense, any services damaged during the work.

The requirements of Services and scopes of work for the Trade Categories are summarised in the scopes of work in Sections 4, 5 and 6 below.

1.1 CONTRACTOR INDUCTION

The Contractor (and where appropriate all Contractor Personnel) must attend at their expense the BMW induction, explaining the objectives, processes, systems and other requirements of the Contractor in delivering the requirements under the Head Agreement and any resultant Customer Contract.

1.2 ARRANGING ATTENDANCE

1.2.1 Breakdown Repairs

The Contractor must contact the Premises prior to arriving at the Premises, and confirm that the Site Representative will be present and available to provide access to the Premises for the Contractor.

1.2.2 Planned Maintenance

The Contractor must contact the Site Representative or Customer by telephone at least two (2) Business Days before arriving at the Premises and make an appointment with the Site Representative to schedule their arrival as “morning”

(7:00am to 12:00 noon), “afternoon” (12:00 noon to 5:00pm), After Hours, or a more precise time agreed with the Customer or Site Representative.

1.2.3 Delay or Change in Attendance

The Contractor must inform the Site Representative at the earliest opportunity if they are unable to attend the Premises at the agreed time. Nothing in this section shall be construed to remove any requirement by the Contractor to comply with any specified Response Times.

1.3 MAINTENANCE ADVICE FORM

The Maintenance Advice Form is generally intended to document and verify the performance of the work.

The Contractor is required to complete a Maintenance Advice Form (a sample of which is provided in Schedule 8), in accordance with the Customer Contract.

The Maintenance Advice Form will generally need to be submitted along with any tax invoice to support Contractor claims for payment.

The Contract Authority reserves the right to amend any part(s) or the entirety of the Maintenance Advice Form as set out in Schedule 8 from time to time.

The Contract Authority may also require the Contractor to provide electronically and in a manner specified by the Contract Authority, any information which would normally be included on the Maintenance Advice Form.

1.4 MATERIALS AND EQUIPMENT - GENERAL

1.4.1 Materials

All materials used shall comply with the requirements of the Standards Association of Australia and shall be installed in accordance with the manufacturer's instructions. Colour match and style shall match existing fixtures, fittings, components, etc. as appropriate.

1.4.2 Detrimental Impact of Parts and Materials

The Contractor shall ensure that all materials and parts used for the work shall have no detrimental effect on the equipment to be repaired or maintained.

The Contractor shall rectify any damage caused, either directly or indirectly, as a result of the use of incorrect parts or materials, as directed by the Customer and at no cost to the Customer.

Where it is considered that materials or parts currently in use are detrimental to the equipment life or operation, the Contractor shall notify the Customer in writing together with the recommendations and cost estimates for correct material and parts application.

1.5 TEMPORARY WORK

The Contractor shall provide temporary repairs when replacement parts or permanent repairs are not possible, and the work is necessary to protect the building, its contents or building occupants for health or safety reasons, or to avoid the wastage of water.

The temporary work shall be suitable for purpose, and the Contractor must ensure that the work does not damage the permanent installation or surrounding surfaces and is removed when it is no longer required.

1.6 MAINTENANCE WORKS TO HERITAGE PLACES

There are statutory implications under the Heritage of Western Australia Act, 1990 for State Registered Heritage places regarding maintenance or repairs and it is imperative that these requirements are met.

Before undertaking any work on a State Registered Heritage place, the Contractor shall ensure that he/she is familiar with these requirements. The State Heritage Office can provide guidance (telephone: 6552 4000). Preliminary information is available on their website here:

<http://www.heritage.wa.gov.au/conservation-and-development/guide-to-conservation-maintenance/maintenance-repair>

The Government Heritage Property Disposal Process, endorsed in a Cabinet Note, can have serious implications if partial demolition of a place occurs which is:

- older than 60 years;
- on any other heritage register; or
- displays other evidence of cultural heritage significance.

This applies whether or not the place is on the State Register.

Note:

Places (which are not yet included in the State Heritage Register) may be recognised by other heritage organisations or listed on a local government Municipal Heritage Inventory. These places should be regarded in a similar manner as those on the State Heritage Register.

2. BREAKDOWN REPAIRS

Breakdown Repairs are characterised by their unplanned nature, and require a prompt response to address or remediate damage to, or disruption, or failure of equipment, fixtures or other property.

Breakdown Repairs provide services to repair plant and equipment or facilities that:

- have failed or been damaged through wear and tear; and/or
- have been vandalised.

It also includes emergency services to repair failed plant and equipment or facilities that present an immediate hazard to occupants of a Premises.

2.1 BREAKDOWN REPAIR VOLUMES AND VALUE

A summary of Breakdown Repair volumes and values for each of the four zones has been provided as an indication of the volume and value of the Breakdown Repairs that BMW have managed for government agencies.

This summary provides work volumes and values for each Trade Category from the current procurement arrangements. Due to the different categorisation of trades in the existing arrangements compared with the more comprehensive list

of Trade Categories that will be delivered through the new Panel, some of the data listed may not correspond exactly to the new Trade Categories.

Respondents are advised that the work volume and value data provided is for information only and does not imply nor guarantee in any way similar work volumes. Data is based on the turnover of Breakdown Repairs during the 2012/2013 financial year. The following reports are indicative of work undertaken by trade for each zone and have been attached at Schedule 5.

- (i) Total volume and value of work;
- (ii) Volume and value of Priority 1 jobs; and
- (iii) Volume and value of After Hours work.

2.2 BREAKDOWN REPAIRS REQUIREMENTS

The Contractor must:

- (i) provide Breakdown Repairs for any Trade Category it has elected to provide Breakdown Repair services for;
- (ii) provide Breakdown Repairs in accordance with the priority ranking;
- (iii) meet required defined response times based on allocated priority;
- (iv) provide contact details to facilitate the provision of Breakdown Repairs both during and outside Business Hours (include After Hours contact details if the Contractor has chosen to deliver services After Hours);
- (v) perform Breakdown Repairs in the most cost-effective manner having regard to materials used and time spent on site at a Premises;
- (vi) perform all Breakdown Repairs in accordance with the applicable manufacturer's service manuals for the parent plant and equipment and otherwise adhere to industry best practice;
- (vii) identify opportunities for agencies to minimise the level of expenditure being incurred on Breakdown Repairs;
- (viii) ensure that information regarding Breakdown Repairs is maintained at the appropriate level of detail and otherwise as required by the Customer and the agencies; and
- (ix) assist in the remediation of any lack of asset-specific knowledge identified through dealings with agencies, including location of plant and equipment at Premises.

Refer to the Contract Details at *Schedule 1 - Head Agreement Details and Customer Contract Details* and *Schedule 7 - Contractor Service Delivery Procedures* for conditions applicable to Breakdown Repairs.

2.3 MATERIALS AND EQUIPMENT

2.3.1 Materials

All materials used for the work undertaken through Customer Contracts shall be replaced like for like to match existing, or be a suitable quality direct replacement. All materials that need to be replaced or installed shall be new and consistent with the type and quality in use at the Premises or building concerned.

2.3.2 Appliances

Where appliances cannot be repaired replacement appliances shall be installed in accordance with the manufacturer's instructions and shall not be altered in any way. The Contractor is to provide the Customer with the details of the warranty period and benefits given by the manufacturer and the serial number of all new appliances installed.

2.4 MAINTENANCE CALL CENTRE

BMW presently maintains a Call Centre to which all incidents of Breakdown Repair are reported, and then forwarded to the appropriate Contractor. Generally, the Contractor should expect to receive Orders for Services associated with Breakdown Repairs from the Call Centre.

The above information detailing BMW internal processes is provided for information purposes only. BMW may at any time alter the method by which it contacts the Contractor to issue an Order.

2.5 BREAKDOWN REPAIR PRIORITIES AND RESPONSE TIMES

2.5.1 Breakdown Repair Priorities

Breakdown Repairs will be designated a priority which will determine the response and completion times which the Contractor is required to meet.

Breakdown Repair Orders may be assigned one of three possible priorities:

- a) Priority 1;
- b) Priority 2; or
- c) Priority 3.

2.5.2 Communication of Orders

Breakdown Repair Orders will be communicated to Contractors through email or facsimile, and may be issued at any time of day. The method of communicating orders for Breakdown Repairs may change from time to time.

With the exception of Orders which are designated as Priority 1, the receipt of Orders After Hours does not imply that the Contractor must respond to the Order immediately after receipt of the Order.

In situations where the Breakdown Repair is designated Priority 1, a telephone call will be made to the Contractor prior to the issue of the Order, to confirm the availability of the Contractor.

2.5.3 Response Times to Orders

The Contractor is required to respond, attend the Premises, commence and complete Breakdown Repairs within the timeframes set out in the table below:

	Attendance Time Business Hours	Attendance Time After Hours	Completion Time
Priority 1	<p>For Orders issued between 6:00am and 1:00pm: Attendance must be on the same Business Day the Order is issued.</p> <p>For Orders issued between 1:00pm and 5:00pm: Attendance must be by 9:00am the next Business Day after the Order is issued.</p>	<p>For Orders issued at any other time on a Business Day or at any time After Hours: Attendance must be as soon as possible, and within 1 hour of the issue of the Order</p>	<p>Within 24 hours from the issue of the Order</p>
Priority 2	<p>Within 3 Business Days of issue of the Order</p>	N/A	<p>Within 3 Business Days of issue of the Order</p>
Priority 3	<p>Within 7 Business Days of issue of the Order</p>	N/A	<p>Within 7 Business Days of issue of the Order</p>

Contractors should note that in some instances, an emergency situation requiring an immediate response may be required. In such instances, the Contractor will be informed of the urgency of the matter via a call, and be requested to confirm its ability to provide a prompt response. The Customer may decide to reallocate the work if the Contractor is unable to provide an immediate response (regardless of any allowance of time which would normally be available under a normal Priority 1 call).

2.6 WORK UNDERTAKEN OUTSIDE BUSINESS HOURS

Breakdown Repairs may occasionally need to be undertaken during After Hours. Work undertaken during After Hours may be charged at the After Hours rate and as per the rules governing work undertaken during Business Hours.

If and only if the Breakdown Repairs have been designated as Priority 1 and the Order was issued After Hours, the Contractor may undertake the work, subject to the requirements of section 2.10, without obtaining authorisation from the Customer. In all other circumstances, the Contractor must obtain approval from the Customer to undertake the work After Hours.

The Contractor may claim a minimum charge of three (3) hours at the After Hours rate for work performed After Hours. Any additional time will be paid in 15 minute increments at the After Hours rate.

All Response Times will be measured from the time the Order is issued.

2.6.1 Declining Breakdown Repairs

If the Contractor wishes to decline work associated with a Breakdown Repairs Order, it must do so in accordance with this section.

If the Contractor receives a call (Priority 1) seeking to confirm its availability to undertake a Breakdown Repairs Order, it may decline the work by immediately indicating it is unable to undertake the Breakdown Repairs Order, to the Customer Personnel initiating that call.

If the Contractor receives a Priority 2 or 3 Breakdown Repairs Order, it may decline the work by emailing or faxing the Customer Personnel who issued the Order to indicate its inability to undertake the Breakdown Repairs Order. The Contractor must communicate this:

- a) Within four hours of the Order being issued, if the Order was issued during Business Hours; or
- b) Before 9:00am of the next Business Day after the Order is issued, if the Order was issued After Hours.

The Contractor is deemed to have accepted a Breakdown Repairs Order unless it has declined the Order in accordance with this section.

The record of the Contractor in declining work may be considered when, assessing the performance of the Contractor and when allocating future work.

2.6.2 Failure to Meet Response Times

The Contractor is required to meet the Response Times specified, in the instance of a failure to do so, the Contractor may be required to provide an explanation to the Customer as to why it failed to meet the Response Times. This is in addition to the remedies available to the Contract Authority or the Customer under the Contract.

2.6.3 Evidence of Time of Order

For the purposes of section 2.5.3: Response Times to Orders:

- (a) the time shown as the delivery time of the facsimile or email communicating the Order to the Contractor, as recorded by the Customer; or
- (b) in the absence of (a) above, the time shown as the time the Order was issued by the Call Centre or Customer;

shall be sufficient evidence of the time of the Order from which Response Times will commence.

2.7 BREAKDOWN REPAIRS PRICING

Breakdown Repairs will be charged on a labour and materials basis, in accordance with pricing as specified in Schedule 3 (contained within Module 2), and sections 2.8 and 2.10 below; except in instances where a Quote is provided by the Contractor in response to a request for Quote for Breakdown Repairs.

2.8 MINIMUM TIMES AND CHARGES FOR BREAKDOWN REPAIRS

- (a) The Contractor is entitled to claim in its tax invoice the following minimum amounts of time as set out in the table below:

Work Period	Minimum Times
Business Hours	30 minutes at Business Hours rate
After Hours	3 hours at After Hours rate

- (b) For the purposes of (a) above, Breakdown Repairs are deemed to commence when the Contractor arrives at the Premises and (if applicable) signs into any Premises register or logbook.
- (c) If the Contractor completes any Breakdown Repairs in excess of the relevant minimum time (as set out in the table above), then it is entitled to claim in its tax invoice for that time:
 - (i) in the ordinary way pursuant to the Pricing Schedule in relation to Breakdown Repairs only; and
 - (ii) such that the total amount of time claimed in that tax invoice equals the actual amount of time taken to complete the Breakdown Repairs.
- (d) Subject to (e) below, the Contractor’s entitlement to claim for minimum time in its tax invoice is conditional on completion of the Breakdown Repairs the subject of the Order.
- (e) The Contractor is entitled to claim for minimum time in its tax invoice even if:
 - (i) the Contractor is unable to obtain access to the Premises at the time arranged with the Customer due to a failure by the Customer; and
 - (ii) provided that the Contractor attended the Premises in response to the Order.

2.9 BUSINESS HOURS LEADING INTO AFTER HOURS

- (a) For Breakdown Repairs that are issued during Business Hours and where it becomes apparent to the Contractor that it may only complete the work if it carries out all or part of the work during After Hours, then the Contractor must first obtain the Customer’s express permission to continue Breakdown Repairs After Hours.
- (b) If the Contractor obtains permission pursuant to (a) above, then the Contractor may charge for work during Business Hours at the Business Hours rate and for work After Hours at the After Hours rate.

The Contractor is not entitled to charge After Hours rate for any work carried out if it has not complied with (a) above.

2.10 PRESCRIBED FINANCIAL LIMITS FOR BREAKDOWN REPAIRS

2.10.1 Business Hours Breakdown Repairs

If the Price of Breakdown Repairs, the subject of an Order received by the Contractor during Business Hours is estimated to exceed \$1,500 (exc. GST), the Contractor must obtain the authorisation of the Customer in accordance with agreed procedures as amended from time to time, prior to commencing the Breakdown Repairs.

2.10.2 After Hours Breakdown Repairs

If the Price of Breakdown Repairs, the subject of an Order received by the Contractor After Hours is likely to exceed \$3,000 (exc. GST), the Contractor must obtain the authorisation of the Customer in accordance with agreed procedures as amended from time to time, prior to commencing the Breakdown Repairs.

2.10.3 Obligations of the Contractor

If the Breakdown Repairs require authorisation pursuant to the preceding sub-sections, then the Contractor must still:

- (a) attend the Premises if necessary to ensure the Premises has been made safe and does not present a danger to the building occupants or the public;
- (b) inform the Customer that its authorisation is required before proceeding with further Breakdown Repairs;
- (c) provide an estimate or quote to the Customer for the completion of the Breakdown Repairs expeditiously enough to enable the Contractor to complete the Breakdown Repairs within the Response Times or other time period expressly agreed with the Customer; and
- (d) seek the authorisation of the Customer.

2.10.4 Authorisation for Breakdown Repairs Exceeding Prescribed Financial Limits

- (a) If an estimate or quote is accepted and authorisation is given by the Customer to the Contractor for Breakdown Repairs exceeding the prescribed financial limits above, then the Contractor must complete the Breakdown Repairs without delay.
- (b) If an estimate or quote is rejected and authorisation is not given by the Customer then the Contractor must still ensure the Premises has been made safe and does not present a danger to building occupants or the public.

2.11 ALLOCATION OF WORK TO CONTRACTORS

2.11.1 Contractor Work Management

The Contractor is solely responsible for managing its workloads in order to be able to satisfy its obligations under the Head Agreement and any resulting Customer Contracts.

If for any reason, the Contractor becomes unable to provide services under the Panel, the Contractor must notify the Contract Authority and the Call Centre immediately, and provide an explanation as to why it is unable to provide services.

The provision of notice by the Contractor to the Contract Authority that it is unable to provide services does not diminish or remove any of its obligations under the Head Agreement or Customer Contract(s).

2.11.2 Contractor Not the Appropriate Trade for Breakdown Repair

In the case of Breakdown Repairs, if the Contractor responds to an Order and attends the Premises and finds that the nature of the required Breakdown Repairs is fundamentally different to the Contractor's trade or expertise then the Contractor must immediately inform the Call Centre.

In such instances the Contractor may claim the applicable minimum time only.

2.12 REQUIRING ADDITIONAL TRADES

- (a) Where the Contractor responds to an Order and attends the Premises and finds that the nature of the work requires expertise in trades in addition to the Contractor's own, the Contractor is entirely responsible for:
 - (i) selecting and engaging a subcontractor(s) (in accordance with the terms of the Customer Contract);
 - (ii) ensuring the subcontractor(s) engaged by the Contractor satisfies all requirements under the Customer Contract as Contractor Personnel;
 - (iii) paying the subcontractor(s) for their work;
 - (iv) co-ordinating the subcontractor(s) to perform the work in accordance with the Customer Contract.
- (b) Upon completion of the work, the Contractor may include in its tax invoice items claimed for the costs and expenses it has incurred in engaging any subcontractor(s). Any claim must be accompanied by written evidence and tax invoices from any subcontractor(s) engaged by the Contractor.
- (c) If the Contractor engages a subcontractor(s) in accordance with this section, the Contractor is entitled to claim 10% of the value of the subcontractor's work in its tax invoice. Any supporting documentation including the subcontractor's invoices is to be made available by the Contractor on request by the Customer, and stored and maintained by the Contractor for audit by the Customer.

3. PLANNED MAINTENANCE

Planned Maintenance typically includes Restoration Maintenance, Improvements and Routine Maintenance, and will generally be valued at less than \$150,000 including GST per Customer Contract.

This work may include but is not limited to:

- (i) additions or modifications to existing buildings, plant and equipment;
- (ii) upgrading or restoring of existing buildings, plant and equipment; and
- (iii) cleaning, repair or maintenance of buildings, plant or equipment

designed to ensure that the Premises are supported and maintained to a standard commensurate with the effective achievement of the operational/functional objectives of those Premises.

3.1 PLANNED MAINTENANCE VOLUMES AND VALUE

A summary of Planned Maintenance volumes and values for each of the four zones has been provided as an indication of the volume and value of the Planned Maintenance that BMW directly manages for government agencies.

Respondents are advised that the work volume and value data provided is for information only and does not imply nor guarantee in any way similar work volumes. Data is based on the turnover of Planned Maintenance during the 2012/2013 financial year. The report is attached at Schedule 5.

3.2 PLANNED MAINTENANCE REQUIREMENTS

The Contractor must ensure that Planned Maintenance is delivered in accordance with the contract price, service delivery plans and on terms that represent best value for money.

The Contractor must where circumstances dictate, or as requested:

- (i) liaise with the Site Representative, conduct on-site inspections at Premises and provide accurate Quotes to the Customer;
- (ii) ensure any Works are undertaken in accordance with the Building Code of Australia, and any standards specified;
- (iii) provide regular and accurate progress reports on Planned Maintenance;
- (iv) ensure a prompt response on all jobs;
- (v) submit a simple program of work which is acceptable to the Customer; and
- (vi) ensure a consistently high level of quality.

Refer to the Contract Details at *Schedule 1 - Head Agreement Details and Customer Contract Details* and *Schedule 7 - Contractor Service Delivery Procedures* for conditions relating to Planned Maintenance.

3.3 REQUEST FOR QUOTE PROCESS

Contractors may be engaged for Planned Maintenance work in accordance with the following process:

- (a) The specifications or scope of work for Planned Maintenance will be issued in a Quote form (example provided in Schedule 9) to selected Panel Members.
- (b) The details for submitting a Quote will be stated in the Quote form.
- (c) The Quote will not be accepted unless a Letter or Order is issued.

The *Buy Local Policy* may be applied to this process. Further details of how it is applied is provided in Section 3.9.

The Contract Authority reserves the right to amend the Quote form from time to time.

3.4 BREAKDOWN REPAIRS FOR ROUTINE MAINTENANCE

The Customer may at times wish to ensure that it engages the same Contractor to provide both Routine Maintenance and Breakdown Repairs for a particular scope of works.

In such instances, the Customer will specify this requirement on the request for Quote, and the Customer will endeavour to engage the same Contractor providing Routine Maintenance for Breakdown Repairs (when possible).

If the Customer decides to engage with the Contractor in this manner, the Contractor's performance in effectively performing Routine Maintenance so as to reduce Breakdown Repairs and minimise overall ongoing costs may be considered as one of the factors in determining its overall ranking relative to other Contractors.

3.5 SAFETY CONSULTANTS

Where the Premises presents a risk or hazard to the Contractor or Contractor Personnel that is of a nature that requires the attendance of a specialist safety consultant or additional safety personnel (excluding job safety assessments) then the Contractor may make a claim for the costs of engaging the specialist safety consultant or additional safety personnel as an item on its tax invoice and be entitled to payment for those costs, if and only if:

- (a) the Contractor provides the Customer with written evidence of the existence of the risk or hazard;
- (b) the work could not be safely completed without the specialist safety consultant or additional safety personnel;
- (c) the Contractor provides any other relevant information requested by the Customer, including but not limited to a quotation for the cost of engaging the specialist safety consultant or safety personnel;
- (d) the Contractor requests from the Customer, and receives approval to proceed with the engagement of the specialist safety consultant or additional safety personnel;
- (e) the Contractor provides the Customer with a copy of the invoice from the specialist safety consultant or additional safety personnel (which may include the costs of any additional specialist safety equipment they were required to use);
- (f) the Contractor retains the originals of all evidence and documents supporting items claimed for these costs for audit purposes by the Contract Authority and/or the Customer.

3.6 BUILDING AND CONSTRUCTION INDUSTRY TRAINING FUND LEVY

The Contractor is deemed to be the project owner under the *Building and Construction Industry Training Fund and Levy Collection Act 1990 (WA)* (the Act) and shall pay all levies required to be paid under this Act to the Building and Construction Industry Training Fund. The Contractor must not commence work on the Premises until it has paid the levy.

The *Building Act 2011 (WA)* requires a permit issuing authority to be satisfied that the Building and Construction Industry Training Fund and Levy has been paid prior to the issuance of a building permit. Within 14 days of the issuance of the Letter or Order by the Customer, the Contractor must provide evidence in writing that the Building and Construction Industry Training Fund and Levy has been paid. A failure to provide such evidence has the potential to delay the issuance of a building permit by the permit issuing authority.

Prior to Customer or Superintendent's Representative issuing a Certificate of Practical Completion, where the costs of the Works increase by an amount greater than \$25,000, then:

- (a) Notwithstanding any provision of the Customer Contract, the Contractor shall not become entitled to receive any outstanding progress payments until it

provides evidence to the Customer or Superintendent's Representative that it has paid any additional levy required to be paid into the Fund under the Act; and

- (b) Notwithstanding any provision of the Customer Contract, the Contractor shall not become entitled to the release of any remaining security or retention money until it provides evidence to the Customer or Superintendent's Representative that it has paid any additional levy required to be paid into the Fund under the Act. The payment of any additional levy under this section shall constitute a variation in favour of the Contractor, however the Contractor shall not be entitled to an extension of time as a result of such a variation.

3.7 BUILDING SERVICES LEVY AND BUILDING, DEMOLITION AND OCCUPANCY PERMIT FEES

The Customer shall be liable to pay the Building Services Levy, together with any applicable building, demolition and occupancy permit fees (as the case may be).

3.8 BUILDING ACT 2011 (WA)

3.8.1 Compliance

Prior to the commencement of the *Building Act 2011 (WA)*, for buildings that were owned or occupied by, or under the management or control, of government agencies, the Crown was not required to obtain building licences or show evidence of compliance with the National Construction Code and standards referenced therein. The *Building Act 2011 (WA)* binds the Crown, and requires the Government to demonstrate that all of its building projects are designed and constructed in accordance with relevant standards, including the National Construction Code and other standards that will be referenced by the Act and subsidiary legislation. The legislation also requires that new buildings and incidental structures are:

- (a) demolished in accordance with demolition permits;
- (b) constructed in accordance with building permits; and
- (c) occupied in accordance with occupancy permits.

Under this legislative regime, the Customer is required to apply to a permit authority for building permits, demolition permits, occupancy permits and/or building approval certificates as the case may be in relation to any building work and demolition work as defined by the Act. BMW will act as a permit authority, and issue the permits required under the *Building Act 2011 (WA)* for the buildings it procures and manages. The Customer or its agent will be responsible for submitting permit applications to the permit issuing authority.

Consistent with this new legislative regime, the Contractor must:

- (a) undertake to do all things and take all steps reasonably necessary to enable the Customer to obtain or vary building, demolition or occupancy permits (as the case may be) for the works under the Customer Contract;

- (b) ensure that any building or demolition work is carried out pursuant to all requirements of the building or demolition permits (as the case may be) and any conditions that may be imposed on such permits;
- (c) ensure that any building or demolition work is undertaken in accordance with the design documentation or any variations directed under the Customer Contract;
- (d) ensure that any building or demolition work carried out complies with any building orders issued by the permit authority;
- (e) ensure that where any variations affect compliance with any relevant code or standard, the Contractor assists the Customer and its agents to do all things necessary to facilitate the recertification of the work under the Customer Contract;
- (f) ensure that all inspections and tests required under the building, demolition or occupancy permit, or otherwise required by the building certifier or building surveyor at any time when certifying the works, are carried out on Premises during construction and provide documentation of results in a timely manner to the building certifier or building surveyor and the Customer so as to not prejudice or delay the issuance of a certificate of construction compliance;
- (g) assist the Customer and its agents to properly and duly obtain a certificate of construction compliance to permit the timely application for an occupancy permit or building approval certificate as the case may be from the permit authority to enable lawful occupancy of the building(s) or any part(s) thereof within the program timeframes required by the Customer and the Customer Contract;
- (h) take into account the time periods and limits prescribed under the Act in its construction program;
- (i) provide such further information or materials that the permit authority may reasonably require to support an application or impose conditions on the permit or certificate;
- (j) otherwise comply with the following Acts and any subsidiary legislation made under them:
 - (i) *Building Act 2011 (WA)*;
 - (ii) *Building Services (Complaint Resolution and Administration) Act 2011 (WA)*;
 - (iii) *Building Services (Registration) Act 2011 (WA)*;
 - (iv) *Building Services Levy Act 2011 (WA)*; and
 - (v) *Building and Construction Industry Training Levy Act 2011 (WA)*,without limiting the Contractor's general obligations under the Customer Contract.

3.8.2 Permit Authority

The Customer's role in the delivery of public works is managed by Department of Finance – Building Management and Works (BMW). The Customer's functions in this respect are specifically managed by project delivery groups within BMW, including Infrastructure Delivery Groups 1 and 2, Government Office Accommodation, Maintenance Services and Regional Programs (hereafter "Project Delivery Groups").

The Minister for Commerce has delegated his powers under s 124(2)(a) and (b) of the *Building Act 2011 (WA)* to certain officers within the Planning and Practice Group of BMW who may, pursuant to that delegation, perform the State's functions as a permit authority.

Where officers within the Planning and Practice Group of BMW perform the functions of a permit authority in relation to any building work or demolition work forming the whole or any part of the work under the Customer Contract, that function is specifically managed by the Planning and Practice Group within BMW. This Group is a separate divisional structure from the Project Delivery Groups.

Even though BMW contains both Groups, their reporting structures and roles as project proponent on the one hand and permit authority on the other hand are entirely separate and operate independently from the other. This divisional structure is necessary in order to give effect to the intention of the *Building Act 2011 (WA)* and avoid actual, potential or perceived conflicts of interest.

The Contractor unequivocally acknowledges and agrees that:

- (a) the Contractor must always act consistently with and in a way that will protect and preserve the independence of the Customer's and permit authority's separate roles and the purposes and intent of the *Building Act 2011 (WA)* and prevent any actual, potential or perceived conflicts of interest arising between the Customer and permit authority;
- (b) the Contractor must ensure the Customer does not, by virtue of any act or omission of the Contractor, act inconsistently with, be placed in breach of, or commit an offence under the *Building Act 2011 (WA)* or subsidiary legislation;
- (c) any delay, damage, loss, liability, claim, expense or cost caused directly or indirectly by the permit authority in performing or failing to perform its functions under the *Building Act 2011 (WA)* is not a delay, damage, loss, liability, expense, or cost caused directly or indirectly by the Customer under any circumstances; and
- (d) the Contractor must do all things necessary to ensure that all Contractor Personnel and assignees (if any) consider and treat all delays, damages, losses, liabilities, claims, expenses or costs associated with the functions of BMW as a permit issuing authority consistently with paragraph (c) above.

For the avoidance of doubt, this section disentitles the Contractor from seeking an extension of time or costs on the basis that any act or omission of BMW in its capacity as a permit issuing authority (as distinct from its capacity as project proponent) is a Customer caused delay. However, this does not preclude the Contractor from otherwise seeking an extension of time or a variation on the basis

that the extension of time or variation is required for a reason beyond the reasonable control of the Contractor.

3.8.3 Indemnity

The Contractor hereby irrevocably indemnifies and agrees to keep indemnified the Customer from any damage, loss, liability, claim, expense, cost, fees, penalty or fine, suffered by the Customer directly or indirectly arising from any failure by the Contractor to comply with this section 3.8 and shall hold the Customer harmless for the same.

The Contractor further irrevocably indemnifies the Customer against any damage, loss, liability, claim, expense, cost, or fee suffered or incurred by the Customer with respect to any delay in the issuance of an occupancy permit caused or occasioned by the Contractor in failing to observe any term of this Customer Contract or requirement under the *Building Act 2011* (WA).

The indemnities given by the Contractor pursuant to this section are granted for a period of 6 years from the date of the grant of a final certificate and survive the earlier termination or expiration of the Customer Contract.

3.9 APPLICATION OF THE BUY LOCAL POLICY

The State Government's *Buy Local Policy, July 2002*, and any addenda (the *Buy Local Policy*) may apply to Customer Contracts that result from this Panel.

Contractors are encouraged to obtain a copy of the *Buy Local Policy* from the State Supply Commission. The policy can also be downloaded from the Commission's website www.ssc.wa.gov.au.

The Commission's contact details are:

c/o Policy and Practice Improvement

4th Floor,
16 Parkland Road
OSBORNE PARK WA 6017
Phone: (08) 6551 1500

Note that the *Buy Local Policy* is subject to the provisions of the Australia-New Zealand Government Procurement Agreement, the Australia-Chile Free Trade Agreement and the Australia-United States Free Trade Agreement.

As a result, when compliant tenders are received from businesses located:

- (a) in other states or territories of Australia;
- (b) in New Zealand; or
- (c) in the case of tenders where the estimated total contract value is estimated to equal or exceed AU\$9,514,000, Chile and the United States of America,

and those tenders are being considered in the final analysis, following the evaluation of the qualitative criteria, regional business preference and the regional content preference cannot be applied.

However, where Quotes received from businesses located in other states or territories of Australia, New Zealand, Chile or the United States of America are either non-compliant or are not being considered in the final analysis then regional price preference can be applied.

Direct any enquiries relating to the *Buy Local Policy* to the State Supply Commission.

3.10 INDIGENOUS ENTERPRISE AND EMPLOYMENT TENDERING PREFERENCES

General

The Department of Finance *Indigenous Enterprise & Employment Tendering Preference Policy* (the *Indigenous Preference Policy*) applies to this Panel to the extent specified herein.

Definitions

The term *Indigenous Person* means a person who is of Indigenous or Torres Strait Islander descent who identifies as such and is accepted as such by the community in which he or she lives or has lived.

The term *Indigenous Enterprise* means:

- (a) A sole trader, where the person is an *Indigenous Person*; or
- (b) A partnership or firm, where not less than 50% of the partners are *Indigenous Persons*; or
- (c) A corporation that has its registered and head offices in Western Australia, where *Indigenous Persons* own not less than 50% of the legal entity submitting the tender.

The term *Indigenous Employer* means any legal entity that employs an *Indigenous Person*, including an apprentice or a trainee.

The term *Joint Venture with Indigenous Participation* means a joint venture between any *Indigenous Enterprise* and non-Indigenous Enterprise where not less than 50% of the equity in the joint venture is owned by the *Indigenous Enterprise*.

The Available Preference

The Panel Member's Quote Price (GST Inclusive) may be subject to a preference in favour of the Panel Member, calculated at a rate of 10% of the *preference amount* up to a maximum of \$100,000.

The *preference amount* is:

- (a) The Quote Price if the Panel Member is an *Indigenous Person*, an *Indigenous Enterprise* or a *Joint Venture with Indigenous Participation*; or
- (b) That proportion of the Quote Price attributable to *Indigenous Persons* or *Indigenous Enterprises* that are subcontractors or suppliers engaged on the work under the Customer Contract; or
- (c) That proportion of the Quote Price attributable to the direct employment costs of *Indigenous Persons* engaged on the work under the contract, by either the Panel Member or subcontractors or suppliers. It is not a requirement that *Indigenous Persons* are employed at the close of the request for Quote or award of the Customer Contract; or

- (d) Any combination of the above, up to an amount not exceeding the Quote Price.

For an Indigenous Enterprise & Employment Preference to be considered the Panel Member must claim the preference on the Quote form and on or before the close of the request for Quote submit:

- (a) A completed Claim for Indigenous Persons or Enterprises Engaged as Suppliers or Subcontractors form, and where appropriate
- (b) A completed Claim for Direct Employment Costs of Indigenous Persons form.

3.11 VERIFICATION OF CLAIMS FOR PREFERENCES

The Department of Finance reserves the right during the evaluation of the Quote to request from the Panel Member evidence to the satisfaction of the Department of Finance to verify the validity of the Panel Member's claim for any financial preference. When a Panel Member is unable to provide evidence to the satisfaction of the Department of Finance that verifies the validity of the Panel Member's claim for a preference then the Panel Member's claim for that preference may be considered invalid and the preference may not be applied to the Quote.

3.12 SANCTIONS

A Panel Member may be awarded a Customer Contract on the basis of a financial preference under the *Buy Local Policy* or the *Indigenous Preference Policy* (together, the *Policies*). If, in carrying out the Customer Contract, the Contractor fails to deliver on any of the undertakings made in order to gain the financial preference under the *Policies*, the Customer may, at its discretion:

- (a) Recover from the Contractor the whole or any part of the difference between the Contractor's tender and the amount of the lowest conforming tender.
- (b) Require the Contractor to use goods, materials or services that comply with the specific provisions of the *Policies* or the Contractor's undertakings in regard to the *Policies*.
- (c) Terminate the Customer Contract

4. SCOPES OF WORKS – BREAKDOWN REPAIRS AND PLANNED MAINTENANCE

This Section outlines the scopes of work relating to Trade Categories delivering both Breakdown Repairs and Planned Maintenance.

Scopes of work specific to Breakdown Repairs are in Section 5 and scopes of work specific to Planned Maintenance are in Section 6.

It is not intended to make the scopes of work all inclusive and most are of a generic nature relating to Breakdown Repairs and/or Planned Maintenance. Where applicable special requirements and/or exclusions for each Trade Category are noted.

The scopes of work will provide a general overview of the nature of work which may be expected within a particular Trade Category and Service Type. The scopes of work are not exhaustive or comprehensive in nature, and as such Contractors may be required to deliver Services that fall broadly within a particular Trade Category but which have not been specifically identified within the scope of work for that Trade Category.

4.1 AIRCONDITIONING – EVAPORATIVE

4.1.1 General Scope of Works

Undertake Breakdown Repairs and Planned Maintenance to evaporative air conditioning.

4.1.2 Special Requirements

- (i) If any electrical work is required to be undertaken this shall be by tradespersons who are members of the Panel and hold an appropriate Electrical Licence or Restricted Electrical Licence.
- (ii) The Contractor is to ensure that an appropriate system is implemented to protect roofing from damage when working on roofs. Particular care is required to avoid damage to roof tiling. Immediately repair any damaged roofing ensuring that it is fully weather sealed and report the incident to the Customer.

4.2 ROOF PLUMBING

4.2.1 General Scope of Work

Undertake Breakdown Repairs associated with roof and gutter leaks and other roof plumbing services and/or undertake Planned Maintenance for roof plumbing services including but not limited to the following:

- Gutters and downpipes;
- Flashings;
- Cappings; and
- Skylights.

4.2.2 Special Requirements

There are no special requirements.

4.2.3 Excluded Work

Roof plumbing does not include soakwells and generally work will finish above the ground at the downpipes.

4.3 FENCING

4.3.1 General Scope of Work

Undertake Breakdown Repairs and Planned Maintenance to fencing and gates including but not limited to the following fencing systems:

- Galvanised wire fencing;
- Chain link fabric security fencing and gates;
- Coated steel wire fencing products;
- Pre-finished/pre-painted sheet metal products for interior/exterior building applications;
- Cellulose cement fencing;
- Timber fencing;
- Sheet steel and strip – hot dipped zinc coated or aluminium/zinc coated;
- Non–asbestos cement sheeting;
- Colorbond steel fencing; and
- Garrison and Palisade type fencing.

4.3.2 Special Requirements

4.3.3 Breakdown Repairs

The Contractor shall contact the Customer before replacing or repairing fencing that abuts private property.

4.3.4 Planned Maintenance

Excavations and concrete associated with installation form part of the service.

4.3.5 Asbestos Fencing

Removal of asbestos fencing may only be undertaken by Contractors holding the appropriate Asbestos Licences. (Refer to Schedule 7 Contractors Service Delivery Procedures - Section 3: Asbestos).

4.3.6 Excluded Work

Specially constructed fencing such as brick, concrete block and limestone walls is generally excluded. This would be procured as building services or landscaping depending on the nature and extent of the wall and any associated works.

Fencing associated with a large building project is arranged by the builder responsible for the project.

4.4 CARPET LAYING/FLOOR COVERINGS/REPAIRS

4.4.1 General Scope of Work

Undertake Breakdown Repairs and Planned Maintenance for carpets and resilient floor coverings such as broadloom carpet, carpet tiles, soft underlay, sheet vinyl and vinyl tiles.

This also includes surface preparation of floors and laying of hardboard underlay where required.

Repairs to carpets may include the following:

- Resecuring of lifting, bubbling or bulging carpet;
- Repairing tears in carpet;
- Repairing frayed/loose ends of carpet; and
- Replacing modular tiles carpet which shall match with the existing size, colour and pattern as close as possible.

Repairs to resilient floor coverings include PVC sheeting and tiles. Where pieces are replaced they shall match with existing size, colour and pattern as close as possible. The Contractor shall match edges and align patterns and at junctions, scribe neatly up to returns, edges, fixtures and fittings and finish flush with adjoining surfaces.

Tiles can be either self adhesive or conventionally installed by applying adhesive as specified or recommended by the manufacturer.

4.4.2 Special Requirements

If the Contractor is replacing or repairing older vinyl tiles which may have asbestos content then the Contractor must report to the Customer for further information regarding testing of the tiles.

4.4.3 Excluded Work

Non-resilient finishes such as ceramic tiles are excluded from the scope of work for this Trade Category.

4.5 LOCKSMITH

4.5.1 General Scope of Work

Undertake Breakdown Repairs and Planned Maintenance which includes but is not limited to the following locksmith services:

- Creates, installs, repairs, rebuilds, opens, changes and services mechanical locking systems on buildings, windows and furniture using hand tools and special equipment;
- Disassembles locks, such as padlocks, and door locks, and repairs or replaces worn tumblers, springs, and other parts;
- Provides new, replacement or duplicate keys (e.g. building keys, file cabinets, desks, cabinets, lost or stolen locks/keys, etc.) from existing locks, keys, or codes;
- Opens locks for which there is no key or existing combinations;
- Maintains key and combination records;
- Re-keys a facility should keys be lost or stolen; and
- Repairs and/or changes combinations on keyed safe locks.

4.5.2 Special Requirements

- (i) If a new restricted keying system is installed the Contractor must, at no cost to the Customer, make available electronic records within seven (7) days of completing the work.
- (ii) Except where restricted cylinders and locks are replaced like for like, new restricted cylinders and locks shall be on an open profile, 6 pin inline system that is compatible with Australian standard hardware.
- (iii) Where necessary, the Contractor may engage the services of a specialised locksmith contractor to obtain restricted keys, cylinders and locks to allow them to undertake a repair (including cylinder replacement, key cutting and re-keying as necessary). When submitting invoices the Contractor is to include an explanation of the need to engage the specialist locksmith contractor, the service provided and the specialist locksmith contractor's invoice.

4.5.3 Excluded Work

Safes and electronic doors are excluded from the scope of work for this Trade Category.

4.6 SECURITY DOORS/AUTOMATIC DOORS

4.6.1 General Scope of Work

Undertake Breakdown Repairs and Planned Maintenance for building entry security systems, which includes, but is not limited to the following:

- Automatic electrically controlled door and gate systems;
- In-ground barriers;
- Boom gates;
- Sally port doors; and
- Defence and personnel gates.

4.6.2 Special Requirements

If any electrical work is required to be undertaken this shall be by tradespersons who are members of the Panel and hold an appropriate Electrical Licence or Restricted Electrical Licence.

4.6.3 Excluded Work

Shutters, roller doors and the like are excluded from the scope of work for this Trade Category.

4.7 SHUTTERS/ ROLLER DOORS/ ACCORDION DOORS

4.7.1 General Scope of Work

Undertake Breakdown Repairs and Planned Maintenance for roller shutters and doors both electrically and manually operated:

- Industrial type roller doors and roller shutters typically in canteens, undercover areas and sports/garden/bus sheds; and
- Accordion/concertina folding doors.

4.7.2 Special Requirements

There are no special requirements.

4.7.3 Excluded Work

Security doors and automatic doors are excluded from the scope of work for this Trade Category.

4.8 ELECTRICAL

4.8.1 General Scope of Works

Undertake Breakdown Repairs and Planned Maintenance to electrical equipment and components including but not limited to the following:

- Lighting;
- Replacement of fluorescent tubes and globes;
- Power supply;
- General electrical wiring and appliance hard wiring;
- Switchboards;
- Solar Panels;
- Data and telecommunications cabling; and
- RCD installations and site power upgrades;

4.8.2 Special Requirements

- (i) The Contractor shall renew where necessary, the mounting base/block/flange when renewing flush-plate accessories (switch, outlet, etc.). Clip in switch mechanisms shall be screwed fixed to plates.
- (ii) The Contractor shall renew fluorescent starters as a rule whenever fluorescent tubes are renewed. Luminaries, lamps and components shall meet or exceed Minimum Energy Performance Standards (MEPS - triphosphor lamps, etc.) Ballasts 15 W and above shall be low loss, and power factor shall be 0.85 or better. New luminaries shall include all associated equipment, including lamps. Lighting switch mechanisms shall generally be 15A fluoro load type.

4.8.3 Excluded Work

Minor electrical works associated with a large building project is arranged by the builder responsible for the project.

4.9 ELECTRONICS

4.9.1 General Scope of Works

Undertake Breakdown Repairs and/ Planned Maintenance to electronic equipment including but not limited to the following:

- Controls for Building Management Systems;
- Intruder alarms systems – infrared motion sensors, perimeter alarms;
- Close circuit television systems;
- Video motion detection;
- Video surveillance systems;
- Intercom and call systems;
- Access Control Systems - control system for swipe card and proximity card activated door locks and automatic doors including head end processor;
- Video interview recording systems; and
- Duress and medical alert alarm systems, fixed and portable (wireless).

4.9.2 Special Requirements

There are no special requirements.

4.10 PLUMBING

4.10.1 General Scope of Works

Undertake Breakdown Repairs and Planned Maintenance to plumbing and drainage equipment and systems. This includes but is not limited to the following:

- Unblocking drains water supply (includes use of jetting machines as normal tools of trade);
- Drainage and storm water systems (including soakwells);
- Water circulating pumps;
- Water softeners;
- Backflow prevention devices;
- Waste water – toilets, septic tanks, drainage pipes, etc;
- Water supply system – tap ware, valves, outlets, pressure and temperature control devices, strainers, gauges and automatic controls and alarms, etc;
- Solar hot water systems and other water heaters; and
- Rain water tanks.

4.10.2 Special Requirements

- (i) Where a septic system is found to be full and causing the problem, the Contractor shall inspect and report to the Customer giving full details and extent of pump out required, such as the number of septic tanks, drainage wells, etc.

The Contractor will contact a licensed liquid waste disposal contractor and arrange for any pump outs required.

- (ii) If the Contractor comes across a blocked drain the Contractor must report the cause of a blocked drain or blocked gully or disconnecter trap to the Customer. The Contractor shall include details of the cause of the blockage on the Maintenance Advice Form. The Contractor should be equipped and able to provide a CCTV report if requested by the Customer.

4.10.3 Excluded Work

Gas services are excluded from plumbing work as this is a separate Trade Category.

4.11 BORES AND PUMPS

4.11.1 General Scope of Work

Undertake Breakdown Repairs and Planned Maintenance to bores and pumps primarily used for, but not limited to, reticulation. This may also include flow tests and water testing and analysis by taking samples of the water being pumped from the bore when requested or required.

Works may include but not be limited to the following components:

- Pond and water circulating pumps, motors and controls; and
- Bore screens, linings and casings.

4.11.2 Special Requirements

There are no special requirements.

4.12 SWIMMING POOL MAINTENANCE

4.12.1 General Scope of Work

Undertake Breakdown Repairs and Planned Maintenance to swimming pools which includes but is not limited to the following:

- Pool pumps;
- Air release valves;
- Distribution pipe work and connecting valves;
- Filter units;
- Heating systems; and
- Chlorination and PH control systems.

4.12.2 Special Requirements

There are no special requirements.

4.13 RESTORATION AND BIOHAZARD CLEANING

4.13.1 General Scope of Work

Undertake Breakdown Repairs and Planned Maintenance for restoration cleaning which may involve cleaning and restoration of furnishings, equipment and Premises after fire, smoke or flood damage. A substantial amount of this work may occur after hours.

It includes but is not limited to the following:

- Cleaning of floor coverings including carpet and vinyl usually after storms or burst water pipes;
- Removal of excessive moulds;
- Removal of glass debris where a large area of glazing has been broken;
- Biohazard cleaning which includes blood and other potentially infectious materials; and.
- There may be instances where cleaning of high ceilings is involved.

4.13.2 Special Requirements

There are no special requirements.

4.14 PEST CONTROL

4.14.1 General Scope of Work

For Breakdown Repairs, the Contractor will undertake work on a small scale to eradicate or prevent pests which may cause damage to property or present a health concern. For Planned Maintenance the Contractor will undertake pest control services on a larger scale which may involve the treatment of whole buildings or multiple Premises.

The Contractor is required to provide services to treat the interior and exterior of Premises for the eradication and/or control of pests that include but is not limited to the following:

- Ants;
- Spiders;
- Rodents;
- Cockroaches;
- Bees;
- Caterpillars;
- Mosquitoes;
- Wasps;
- Silverfish;
- Fleas/Ticks;
- Millipedes (Portuguese Millipede).

For every treatment performed the Contractor shall provide to the Site Representative the following:

- Details of treatments applied, including chemicals used; and
- Marked site plan showing areas treated.

If the Site Representative has any concerns regarding the treatment or use of chemicals, no work is to commence and the matter is to be referred to the Customer.

4.14.2 Special Requirements

4.14.3 Guarantees – Pest Control

In cases where the Contractor performs a whole of Premises treatment, except for termite treatment, the treatment must be guaranteed for a minimum of three (3) calendar months after the original treatment.

The Contractor shall provide a twelve (12) month guarantee for termite pest control treatment.

The cost of works carried out to rectify the damage or material deterioration sustained within the guarantee period from pests targeted by the treatment may be charged to the Contractor.

If a re-infestation occurs within the guarantee period, the Contractor will be required to:

- Re-treat the infestation at no cost to the Customer, and

- Repair, replace or make good any damage to the property or contents that were directly caused by the infestation to a condition that was equal to or better than existed at the time just prior to the treatment of the infestation.

4.14.4 Use of Pesticides in Schools

Incidents resulting in pesticide contamination of the contents of school class rooms have led to the following policy requirements for the application of pesticides in schools.

When treating schools Contractors must:

- Consult with the school principal or deputy principal prior to applying pesticides on school grounds;
- Only apply pesticides inside school rooms after an “Approval of Internal Pest Control” form is completed by the Contractor and approved by the Site Representative;
- Comply with the “Guidelines for Pesticide Use in Schools and School Grounds”. A link to this document is below:

[http://www.health.gov.au/Guidelines for Pesticide Use in Schools and School Grounds](http://www.health.gov.au/Guidelines%20for%20Pesticide%20Use%20in%20Schools%20and%20School%20Grounds)

4.15 TREE MANAGEMENT

4.15.1 General Scope of Work

Undertake Breakdown Repairs and Planned Maintenance for tree lopping and tree management services where trees create safety issues or impact on buildings, e.g. trees overhanging gutters. Services also include but are not limited to the following:

- Crown thinning and lifting;
- Dead-wooding;
- Root pruning;
- Selective/formative pruning;
- Stump removal/grinding;
- Removal of basal growth; and
- Cleanup and removal of broken, fallen branches and trees.

The Contractor is required to provide photographic evidence of all work, before and after the work is performed (this requirement will be practically enforced to avoid undue expense with trivial jobs).

4.15.2 Special Requirements

- (i) Wound sealants shall not be used.
- (ii) Climbing irons shall only be used on trees, which are being felled.

4.16 MECHANICAL REFRIGERATION SERVICES

Undertake Breakdown Repairs and/or undertake Planned Maintenance for mechanical equipment in the Trade Categories listed below.

4.16.1 AIR CONDITIONING – REFRIGERATED

4.16.2 General Scope of Work

Undertake Breakdown Repairs and Planned Maintenance to refrigerated air conditioning units such as:

- a) Room Air Conditioners (RAC) (Window/wall opening type);
- b) Split Package Units (Multi-Split, High Wall and Cassette Split);
- c) Ducted Split Systems;
- d) Package Air Handling Units; and
- e) Heating, Ventilation and Air conditioning (HVAC) complex equipment.

4.16.3 Special Requirements

There are no special requirements.

4.16.4 REFRIGERATION

4.16.5 General Scope of Work

Undertake Breakdown Repairs and Planned Maintenance for refrigerated units including but not limited to:

- Refrigeration combination cabinets – any refrigeration cabinet with one condenser unit supporting a multi section cabinet operating at different temperatures;
- Chilled water dispenser units (excludes water supply and external tap ware); and
- Commercial fridges and freezers.

4.16.6 Special Requirements

There are no special requirements.

4.16.7 COOL ROOMS

4.16.8 General Scope of Work

Undertake Breakdown Repairs and Planned Maintenance to cool rooms and freezer rooms.

4.16.9 Special Requirements

There are no special requirements.

4.17 GAS SERVICES

4.17.1 GENERAL GAS SERVICES

4.17.2 General Scope of Work

Undertake Breakdown Repairs and Planned Maintenance for natural gas and Liquefied Petroleum Gas (LPG) powered equipment including, but not limited to the following:

- Gas room heaters mounted on the floor or wall;
- Gas furnace ducted forced air unit used for the purpose of room heating;
- Gas storage water heaters;
- Gas instant hot water units;
- Gas fired, fan forced hot water boiler units;
- Gas powered ovens used for baking in a commercial environment; and
- Bottled gas equipment.

4.17.3 Special Requirements

There are no special requirements.

4.17.4 MAJOR GAS LEAKS

4.17.5 General Scope of Work

Undertake Breakdown Repairs and Planned Maintenance for the investigation, isolation and repair of major gas leaks: e.g. leaks in the ring mains to schools.

4.17.6 Special Requirements

There are no special requirements.

5. SCOPES OF WORK SPECIFIC TO BREAKDOWN REPAIRS

5.1 GENERAL BUILDING MAINTENANCE

5.1.1 General Scope of Work

General Building Maintenance Breakdown Repairs generally includes all repairs to building components up to the value of \$20,000 including GST and includes, but is not limited to the following trades:

1. Builder;
2. Asbestos Removal(Refer to Schedule 7 - Contractor Service Delivery Procedures – Section 3: Asbestos)
3. Bricklaying;
4. Cabinetmaking;
5. Carpentry;
6. Concrete Works;
7. Painting of small areas;
8. Patios and Sheds;
9. Paving and minor bitumen repairs (potholes);
10. Signage; and
11. Tiling (floor and wall).

Repairs will generally be carried out to the following building components:

- Internal and external walls;
- Windows including flyscreens and window furniture;
- Internal and external doors including door furniture;
- Roof structure; and
- Ceilings.

5.1.2 Special Requirements

Painting undertaken as part of Breakdown Repairs must be valued under \$1,000. For painting valued greater than \$1,000 painters must be registered as a Painting Service Contractor under the Building Act 2011.

5.1.3 Excluded Work

General Building Maintenance typically excludes all other Trade Categories whose scopes of work appear in Section 4, 5 and 6 of this Schedule 2.

5.2 GLAZING

5.2.1 General Scope of Work

Undertake Breakdown Repairs and replacement of broken, cracked or stone damaged and graffiti affected glass, acrylic and polycarbonate panels and Perspex, including cleaning to an acceptable standard, (e.g. window tracks and flooring etc.).

Replacement glass, acrylic or polycarbonate panels shall be the same as the original glass (e.g. type, thickness, material, characteristics, coatings, colour, pattern and reflective light and thermal properties (see below for exceptions).

5.2.2 Special Requirements

5.2.3 Safety Glass

- (i) For reglazing in schools and early childhood centres the Contractor shall use laminated (6.3mm) safety glass to replace:
 - float glass and
 - high level plate glass which may be at high risk from projectiles.
- (ii) Some Child Protection Premises may have a requirement for specialised toughened or laminated glass.

5.2.4 Putty Mastic

It should be noted that window putty/mastic found in site glazed steel/aluminium framed windows in buildings built prior to 2004 should be treated as containing asbestos material. Where the presence of asbestos in window putty is suspected the Contractor shall contact BMW.

5.2.5 Temporary Work

The Contractor is to provide temporary “make safe” including sealing, shuttering and covers to broken doors or windows when replacement glazing cannot be installed and the openings need to be closed off to protect the building, contents or building users.

Temporary work shall be suitable for the purpose and shall meet the relevant ingress, egress, safety and security requirements. The Contractor is to ensure that the work does not damage the framing or surrounding surfaces and is removed when it is no longer required.

5.2.6 Non Glazing Work in Association with Re-Glazing

The Contractor is to undertake non glazing repair work, in association with re-glazing, where it is necessary for the proper operation of the window or door, or to avoid likely future damage to glazing or the building, or to maintain the security of the building.

The work includes repairs to windows and doors and renewal of hardware (e.g. easing and adjusting windows and renewing hardware such as latches and stays).

5.3 AUDIO SYSTEMS

5.3.1 General Scope of Work

Undertake Breakdown Repairs and testing of audio systems including but not limited to the following:

- Public Address (PA) systems;
- Microphones;
- Video and television antenna connections and set up; and
- Sirens.

5.3.2 Special Requirements

There are no special requirements.

5.4 RETICULATION

5.4.1 General Scope of Work

Undertake Breakdown Repairs to reticulation systems which are essentially downstream after the isolating valve connected at the water supply source which is either bore, pump or scheme water supply. The work includes but is not limited to repairing or replacing the following:

- Controllers;
- Manual valves;
- Solenoid valves;
- Wiring;
- Pipes and sprinklers;
- Fault finding; and
- System upgrades and extensions.

5.4.2 Special Requirements

The reticulation services are not intended to be undertaken by a licensed plumber.

5.4.3 Excluded Work

- (i) Electrical works, other than low voltage, are to be carried out by an electrical Contractor who is a member of the Panel.
- (ii) Works upstream from the isolation valve on a system connected to a scheme water supply are to be performed by one of the plumbing Contractors who is a member of the Panel.
- (iii) Works relating to either a bore or pump are to be carried out by a specialist bore and pump Contractor who is a member of the Panel.
- (iv) The Contractor will advise the Customer if a Contractor for electrical, plumbing, and/or bore and pump services is required to attend or assist with resolving a breakdown.

5.5 GRAFFITI REMOVAL

5.5.1 General Scope of Work

Graffiti shall be removed completely, leaving no evidence of the graffiti or damage to the surface or its substrate.

The Contractor, if requested, shall provide with their invoice, digital photographs of the graffiti and the repaired work after the graffiti has been removed. Photographic evidence shall also be provided to justify any additional work above the specification.

5.5.2 Special Requirements

5.5.3 Protective Coatings

Protective coatings may have been applied to protect buildings and structures from graffiti. The Contractor shall check with the Site Representative and visually for evidence of any protective coatings prior to removal of graffiti.

The Contractor shall use the method recommended by the protective coating manufacturer for the safe removal of graffiti.

The Contractor is to arrange for or undertake the re-application of the protective coating

5.5.4 Chemical Treatment

The Contractor is to use chemicals approved as per the Standard. The graffiti should be totally removed with no damage to the surface and the Contractor should only reapply the chemicals if it is necessary to completely remove the graffiti.

5.5.5 Direct Paint Out

Graffiti should be removed in the first instance and painting out is only to be performed where graffiti removal is unsuccessful.

Only limited painting is permitted. Graffiti removal shall not be used to repaint large portions of buildings and their components. In the process of graffiti removal, should existing finished coats of paint degrade to a point where they cannot be rectified by application of a sealer/primer coat and one application top coat, then the Contractor shall obtain further direction from the Customer before proceeding with the additional work.

The intention is that only the area affected by graffiti will be painted. However, practical considerations mean that additional areas may also be painted so that the building component is not painted in a “patch work” manner. The paint colour is to match the existing paint as closely as possible.

5.5.6 Wet Abrasive Blasting

If chemical methods do not achieve an acceptable result, painting is undesirable and only if the surface will not be affected by abrasion, then wet abrasive blasting maybe used to remove graffiti. This is a last resort and must only be used with the approval of the Customer.

5.6 FERAL ANIMAL MANAGEMENT

5.6.1 General Scope of Work

Undertake works to eradicate or manage feral animals which may cause damage to property or be of a health concern. This Includes but in not limited to the following animals/wild life:

- Snakes;
- Wild dogs;
- Feral cats;
- Feral pigs;
- Rabbits;
- Foxes;
- Possums; and
- Some pest birds.

Depending on the animal and the situation work may involve trapping, relocation, and sometimes controlled poisoning and shooting of the animal.

5.6.2 Special Requirements

There are no special requirements.

5.6.3 Excluded Work

Work defined under Pest Control in section 4.14 of this Schedule 2 is not included in the scope of work of this Trade Category.

5.7 SPORTS AND PLAYGROUND EQUIPMENT

5.7.1 General Scope of Work

Undertake Breakdown Repairs to fixed gymnasium equipment, outdoor sports equipment and playground equipment. From time to time, the Contractor may be requested to provide condition reports for the equipment.

Fixed gym equipment includes, but is not limited to the following:

- Basketball goals- backboards, hoops, nets, winches;
- Climbing ropes;
- Climbing ladders;
- Climbing walls;
- Floor sockets/plates for net posts;
- High bars;
- Roman rings;
- Swedish beams;
- Uneven bars; and
- Wall bars.

Playground and outdoor sports equipment includes but is not limited to the following:

- Trampolines;
- Flying foxes;
- Pine log structures;
- Monkey bars and climbing frames;
- Swings;
- Volley ball stands;
- Goal posts;
- Basket ball and netball units;
- Tennis net posts and winders; and
- Cricket nets.

5.7.2 Special Requirements

There are no special requirements.

5.7.3 Excluded Work

Portable gymnasium, sports and playground equipment is excluded from the scope of work.

5.8 MECHANICAL FITTER SERVICES

Undertake Breakdown Repairs and/or replacement to mechanical equipment in the Trade Categories listed below.

5.8.1 SEWERAGE PUMPS

5.8.2 General Scope of Work

Undertake Breakdown Repairs to any sewerage pump system used for pumping effluent into the main sewer system.

5.8.3 Special Requirements

There are no special requirements.

5.8.4 GENERATORS

5.8.5 General Scope of Work

Undertake Breakdown Repairs to any diesel generator combining a diesel engine with an electrical generator to create electric energy.

Components to be repaired or replaced include but are not limited to alternators, belts, pulleys, electrical connections, fuel pumps and valves, filters, battery terminals and engines.

5.8.6 Special Requirements

There are no special requirements.

5.8.7 HOISTS/CRANES

5.8.8 General Scope of Work

Undertake Breakdown Repairs to:

- Vehicle hoists - any hoist utilising hydraulics or wire cables for the purpose of lifting a car;
- Overhead cranes - any crane that runs on an elevated runway system along the length of a building and provides three axes of motion;
- Jib cranes and fixed hoists – any crane that consists of a pivoting head and boom assembly which carries a hoist and trolley unit. The pivoting head is supported by a floor-mounted mast providing 360° of boom rotation or by an existing building column, which provides 180° of boom rotation.

5.8.9 Special Requirements

There are no special requirements.

5.8.10 INDUSTRIAL FANS

5.8.11 General Scope of Work

Undertake Breakdown Repairs to industrial extraction fans typically used in gyms, toilet blocks, workshops, industrial kitchen and laundries, and for use with manual arts equipment.

5.8.12 Special Requirements

There are no special requirements.

5.8.13 MANUAL ARTS EQUIPMENT

5.8.14 General Scope of Work

Undertake Breakdown Repairs to fixed and hard wired manual arts equipment including but not limited to the following:

- Bandsaws;
- Belt and disc sanders;
- Chain block lifting equipment;
- Circular saw machines;
- Combination woodworking machines;
- Fixed grinding machines;
- Metal work lathes;
- Milling machines;
- Pedestal drills;
- Sheet metal guillotines;
- Surface grinding machines;
- Thermoforming machines;
- Tool sharpeners;
- Wood planing machines;
- Woodworking lathes; and
- Cyclone dust extraction units.

5.8.15 Special Requirements

There are no special requirements.

5.8.16 PRESSURE VESSELS

5.8.17 General Scope of Work

Undertake Breakdown Repairs to pressure vessels including but not limited to the following:

- Steam boiler unit;
- Air compressor;
- Air receiver;
- Pressure vessel; and
- Autoclave.

5.8.18 Special Requirements

There are no special requirements.

6. SCOPES OF WORK SPECIFIC TO PLANNED MAINTENANCE

6.1 GENERAL BUILDING MAINTENANCE

6.1.1 General Scope of Work

General Building Maintenance for Planned Maintenance generally includes restoration, upgrades and modifications to building components up to the value of \$20,000 including GST and includes, but is not limited to the following trades:

1. Builder;
2. Asbestos Removal (Refer to Schedule 7 Contractors Service Delivery Procedures - Section 3: Asbestos);
3. Bricklaying;
4. Cabinetmaking;
5. Carpentry;
6. Concrete works;
7. Handyman/General Repairs (does not fall in to the category of Breakdown Repairs and does not require a licensed tradesperson);
8. Paving and Bitumen;
9. Signage
10. Tiling (floor and wall);
11. Waterproofing; and
12. Some painting work may be included where it is incidental to the major work being undertaken.

General Building Maintenance Planned Maintenance generally includes work relating to the following building components:

- Sub structure;
- Internal and external walls;
- Windows including flyscreens and window furniture;
- Internal and external doors including door furniture;
- Roof structure; and
- Ceilings.

6.1.2 Special Requirements

There are no special requirements.

6.1.3 Excluded Work

General Building Maintenance generally excludes all other Trade Categories whose scopes of work appear in sections 4, 5 and 6 of this Schedule.

6.2 REGISTERED BUILDER

6.2.1 General Scope of Work

Undertake Planned Maintenance for building services through a Registered Builder which generally includes restoration, upgrades and modifications to buildings over the value of \$20,000 but less than \$150,000 including GST.

Building services includes but is not limited to the following trades:

1. Builder;
2. Asbestos Removal (Refer to Schedule 7 Contractors Service Delivery Procedures - Section 3: Asbestos);
3. Bricklaying;
4. Cabinetmaking;
5. Carpentry;
6. Concrete works;
7. Patios and Sheds;
8. Paving and Bitumen;
9. Signage;
10. Tiling (floor and wall);
11. Waterproofing; and
12. Some painting work may be included where it is incidental to the major work being undertaken.

Building services generally include work relating to the following building components:

- Sub structure;
- Internal and external walls;
- Windows including flyscreens and window furniture;
- Internal and external doors including door furniture;
- Roof structure; and
- Ceilings.

6.2.2 Special Requirements

With the commencement of the Building Act 2011 (the Act) in April 2012 a building permit will be required for all building projects valued greater than \$50,000.

6.2.3 Excluded Work

Building services undertaken through a Registered Builder generally excludes all other trade groups whose scopes of work appear in sections 4, 5 and 6 of this Schedule 2.

6.3 HERITAGE BUILDER

6.3.1 General Scope of Work

Undertake Planned Maintenance for heritage restoration works. Contractors must be suitably qualified and experienced in the techniques and restorative practices to ensure that any work performed is consistent with the character and heritage requirements of existing structures/buildings.

This work requires very high quality tradespeople to ensure demolition work, re-construction of brickwork, roofing and internal finishes are completed to reproduce finishes that match existing work completed up to 150 years ago.

This work may include but is not limited to the following:

- Tuck-pointing;
- Re-pointing;
- Painting;
- Carpentry; and
- Steel & Cast Windows.

6.3.2 Special Requirements

Before undertaking Planned Maintenance on heritage listed Premises the Contractor shall ensure that he/she follows the guidance and procedures on undertaking any work or Works. Refer to Section 1.6 of this Schedule 2 Maintenance Works to Heritage Places.

6.4 REGISTERED PAINTER

6.4.1 General Scope of Work

Undertake Planned Maintenance for painting services including but not limited to the following:

- Surface preparation and minor repairs using fillers and compounds;
- Painting of aged and new surfaces including internal and external walls;
- Ceilings, doors, window frames; and
- Structural and non structural building elements that are not pre-finished.

6.4.2 Special Requirements

The Contractor shall also provide special purpose coatings such as corrosion inhibitors, sealers, anti graffiti coatings, floor treatments and roof coatings.

6.4.3 Excluded Work

Painting that forms part of a large building project is arranged by the builder responsible for the project.

6.5 FIRE SERVICES

6.5.1 General Scope of Works

Undertake Planned Maintenance for fire services equipment including but not limited to the following:

- Booster pumps;
- Water storage tanks;
- Automatic fire sprinkler and water spray systems;
- Wet and dry chemical extinguishing system;
- Fire hydrant and hose reel systems;
- Fire dampers, shutters, curtains and windows;
- Stairwell pressurisation systems;
- Air handling systems;
- Smoke & heat venting systems;
- Fire pump sets;
- Fire brigade booster assembly;
- Automatic and manual fire detection and alarm system;
- Fire alarm and control systems;
- Fireman's telephone system;
- Fire fan control panel;
- Fire rated structures (including fire doors); and
- Portable extinguishers and fire blankets.

6.5.2 Special Requirements

There are no special requirements.

6.6 LANDSCAPING

6.6.1 General Scope of Work

Undertake Planned Maintenance for landscaping which can generally be categorised into 'hard' and 'soft' landscaping and includes new projects and reworking of existing landscapes. Often the two landscaping types are combined but can be undertaken separately.

'Hard landscaping' includes earthworks, and the construction of retaining walls, terraces, garden beds, borders, structures such as trellises, water features and the like.

'Soft landscaping' includes planting, re-planting and plant care, soil treatments, mulching and lawn maintenance.

6.6.2 Special Requirements

There are no special requirements.

6.7 MECHANICAL FITTER SERVICES

Undertake Planned Maintenance for mechanical equipment in the Trade Categories listed below.

6.7.1 SEWERAGE PUMPS

6.7.2 General Scope of Work

Undertake Planned Maintenance for any sewerage pump system used for pumping effluent into the main sewer system.

6.7.3 Special Requirements

There are no special requirements.

6.7.4 GENERATORS

6.7.5 General Scope of Work

Undertake Planned Maintenance for any diesel generator combining a diesel engine with an electrical generator to create electric energy.

Components to be replaced include but are not limited to alternators, belts, pulleys, electrical connections, fuel pumps and valves, filters, battery terminals and engines.

6.7.6 Special Requirements

There are no special requirements.

6.7.7 HOISTS/CRANES

6.7.8 General Scope of Work

Undertake Planned Maintenance for:

- Vehicle hoists - any hoist utilising hydraulics or wire cables for the purpose of lifting a car;
- Overhead cranes - any crane that runs on an elevated runway system along the length of a building and provides three axes of motion;
- Jib cranes and fixed hoists – any crane that consists of a pivoting head and boom assembly which carries a hoist and trolley unit. The pivoting head is supported by a floor-mounted mast providing 360° of boom rotation or by an existing building column, which provides 180° of boom rotation.

6.7.9 Special Requirements

There are no special requirements.

6.7.10 INDUSTRIAL FANS

6.7.11 General Scope of Work

Undertake Planned Maintenance for industrial extraction fans typically used in gyms, toilet blocks, workshops, industrial kitchen and laundries, and for use with manual arts equipment.

6.7.12 Special Requirements

There are no special requirements.

6.7.13 PRESSURE VESSELS

6.7.14 General Scope of Work

Undertake Planned Maintenance for pressure vessels including but not limited to the following:

- Steam boiler units;
- Air compressors;
- Air receivers;
- Pressure vessels; and
- Autoclaves.

6.7.15 Special Requirements

There are no special requirements.

SCHEDULE 3 – PRICING

RESPONSE TO THIS SCHEDULE 3 IS TO BE COMPLETED IN MODULE 2 WHICH IS ATTACHED

SCHEDULE 4 – ZONE MAP

REFER TO ATTACHED ZONE MAP

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SCHEDULE 5 – VOLUME AND VALUE OF WORK

Restoration & Improvement Maintenance: 2012/13 Financial Year

Zones	\$0 - \$5,000		\$5,001 - \$20,000		\$20,001 - \$150,000		Total	
	Orders	Value	Orders	Value	Orders	Value	Total Orders	Total Value
East	175	\$294,237	44	\$422,248	31	\$1,238,436	250	\$1,954,921
North	497	\$700,302	63	\$605,272	49	\$2,392,120	609	\$3,697,694
Peel	19	\$29,253	5	\$51,901	4	\$128,629	28	\$209,783
South	167	\$306,275	56	\$600,435	33	\$1,782,101	256	\$2,688,811

Breakdown Repairs: 2012/13 Financial Year

Zone/Trade	Priority1 Business Hours		Priority1 After Hours		Priority 2 & 3		Total	
	Orders	Value	Orders	Value	Orders	Value	Total Orders	Total Value
East								
Bores and Pumps	29	\$61,671	4	\$4,432	281	\$500,268	314	\$566,371
General Building Maintenance	595	\$405,048	123	\$118,757	4,617	\$3,197,244	5,335	\$3,721,049
Graffiti Removal	380	\$205,207	185	\$112,681	674	\$458,393	1,239	\$776,281
Electrical	724	\$326,560	75	\$39,253	3,849	\$1,904,556	4,648	\$2,270,369
Electronics	115	\$108,494	35	\$28,702	102	\$61,721	252	\$198,917
Airconditioning Evaporative	58	\$31,573	4	\$3,023	1,111	\$540,591	1,173	\$575,187
Fencing	239	\$123,270	25	\$15,989	617	\$350,389	881	\$489,648
Plumbing & Gas	907	\$647,565	102	\$89,168	4,121	\$2,451,655	5,130	\$3,188,388
Glazing	516	\$295,482	257	\$293,781	509	\$347,061	1,282	\$936,324
Locksmithing	683	\$191,826	122	\$45,076	1,152	\$273,822	1,957	\$510,725
Mechanical Fitter	14	\$14,176			67	\$43,218	81	\$57,393
Mechanical Refrigeration	100	\$121,079	3	\$1,571	703	\$628,349	806	\$750,999
Pest Control	105	\$30,490	1	\$174	851	\$284,440	957	\$315,103
Pool Maintenance	7	\$4,764			15	\$22,576	22	\$27,340
Reticulation	37	\$21,231	3	\$2,345	824	\$461,511	864	\$485,087
Roof Plumbing	122	\$66,764	7	\$2,051	1,315	\$696,132	1,444	\$764,947
Sports and Playground Equipment	21	\$15,814	2	\$1,361	451	\$446,443	474	\$463,619
Tree Management	72	\$57,664	6	\$3,967	430	\$344,203	508	\$405,835

SCHEDULE 5 – VOLUME AND VALUE OF WORK

Zone/Trade	Priority1 Business Hours		Priority1 After Hours		Priority 2 & 3		Total	
	Orders	Value	Orders	Value	Orders	Value	Total Orders	Total Value
North								
Bores and Pumps	14	\$13,733			207	\$326,443	221	\$340,176
General Building Maintenance	571	\$300,284	116	\$78,785	4,451	\$1,881,032	5,138	\$2,260,100
Graffiti Removal	452	\$260,621	104	\$60,894	979	\$587,425	1,535	\$908,940
Electrical	864	\$306,529	64	\$31,175	4,834	\$2,506,670	5,762	\$2,844,374
Electronics	193	\$118,573	28	\$27,283	131	\$94,854	352	\$240,710
Airconditioning Evaporative	55	\$33,061	3	\$1,245	991	\$560,750	1,049	\$595,055
Fencing	280	\$70,390	33	\$18,492	525	\$199,316	838	\$288,198
Plumbing & Gas	1,087	\$667,979	77	\$63,828	4,666	\$2,548,230	5,830	\$3,280,037
Glazing	570	\$278,977	325	\$265,100	511	\$240,740	1,406	\$784,817
Locksmithing	686	\$165,901	126	\$44,641	1,344	\$296,936	2,156	\$507,479
Mechanical Fitter	14	\$14,524	21	\$12,875	96	\$74,927	131	\$102,326
Mechanical Refrigeration	251	\$259,699	74	\$44,315	1,105	\$1,046,470	1,430	\$1,350,484
Pest Control	88	\$21,513			995	\$240,247	1,083	\$261,760
Pool Maintenance	9	\$11,328	1	\$301	34	\$30,513	44	\$42,141
Reticulation	49	\$16,976			1,134	\$576,963	1,183	\$593,938
Roof Plumbing	137	\$92,324	13	\$6,959	1,463	\$951,467	1,613	\$1,050,750
Sports and Playground Equipment	20	\$17,695			566	\$383,696	586	\$401,392
Tree Management	72	\$45,324	4	\$2,963	288	\$150,737	364	\$199,024
Peel								
Bores and Pumps	4	\$2,452			24	\$79,459	28	\$81,911
General Building Maintenance	94	\$47,482	12	\$16,313	613	\$322,516	719	\$386,311
Graffiti Removal	36	\$37,506	4	\$2,993	42	\$31,661	82	\$72,161
Electrical	174	\$53,791	9	\$3,876	759	\$223,344	942	\$281,011
Electronics	17	\$8,873			5	\$4,468	22	\$13,342
Airconditioning Evaporative	8	\$11,765			158	\$74,875	166	\$86,640
Fencing	82	\$27,302	10	\$5,156	127	\$77,420	219	\$109,878
Plumbing & Gas	144	\$104,333	3	\$1,900	670	\$533,589	817	\$639,822
Glazing	130	\$58,450	28	\$17,881	80	\$45,505	238	\$121,836
Locksmithing	110	\$23,350	12	\$4,867	183	\$38,889	305	\$67,106
Mechanical Fitter	4	\$2,465			6	\$7,026	10	\$9,491
Mechanical Refrigeration	23	\$26,304			100	\$91,727	123	\$118,031

SCHEDULE 5 – VOLUME AND VALUE OF WORK

Zone/Trade	Priority1 Business Hours		Priority1 After Hours		Priority 2 & 3		Total	
	Orders	Value	Orders	Value	Orders	Value	Total Orders	Total Value
Pest Control	15	\$3,864			144	\$35,257	159	\$39,121
Reticulation	9	\$7,216	1	\$6,749	113	\$87,301	123	\$101,266
Roof Plumbing	27	\$27,171	2	\$2,057	261	\$207,164	290	\$236,392
Sports and Playground Equipment	5	\$12,060			35	\$42,224	40	\$54,284
Tree Management	9	\$12,331			75	\$123,739	84	\$136,070
South								
Bores and Pumps	18	\$35,191	1	\$879	111	\$157,775	130	\$193,844
General Building Maintenance	533	\$277,782	102	\$73,605	3,660	\$2,000,637	4,295	\$2,352,024
Graffiti Removal	376	\$297,080	80	\$84,832	702	\$577,856	1,158	\$959,767
Electrical	828	\$412,562	47	\$19,702	3,767	\$2,094,927	4,642	\$2,527,191
Electronics	72	\$43,256	5	\$3,060	55	\$25,150	132	\$71,466
Airconditioning Evaporative	58	\$44,770	3	\$2,179	832	\$502,289	893	\$549,238
Fencing	425	\$277,834	69	\$51,046	599	\$417,681	1,093	\$746,561
Plumbing & Gas	828	\$877,945	53	\$52,803	3,273	\$1,698,304	4,154	\$2,629,052
Glazing	568	\$268,390	301	\$256,257	438	\$172,293	1,307	\$696,940
Locksmithing	568	\$151,427	86	\$33,520	967	\$241,333	1,621	\$426,281
Mechanical Fitter	9	\$4,633			51	\$42,596	60	\$47,229
Mechanical Refrigeration	114	\$116,045	10	\$10,974	789	\$818,826	913	\$945,845
Pest Control	75	\$20,523	2	\$1,160	751	\$273,996	828	\$295,679
Pool Maintenance	4	\$1,911			44	\$86,138	48	\$88,049
Reticulation	43	\$22,559	1	\$774	791	\$474,111	835	\$497,443
Roof Plumbing	108	\$75,627	11	\$13,213	1,294	\$709,317	1,413	\$798,157
Sports and Playground Equipment	15	\$15,561	2	\$9,421	470	\$611,654	487	\$636,635
Tree Management	59	\$57,497	3	\$3,398	380	\$387,031	442	\$447,926

Note: Respondents should note the above figures are based on data and categories of work under existing contracts. The categories of work may not align with Trade Categories defined under this Panel.

No assurances are made as to the accuracy of the data provided. Past work volumes and expenditure may not be representative of future work volumes and expenditure.

SCHEDULE 6 – BUYING RULES

BUYING RULES FOR BREAKDOWN REPAIRS	
Monetary Threshold (incl. GST)	Buying Rule
1. Services valued up to the prescribed financial limits (Refer to Schedule 2, Section 2.10)	Direct purchase on a labour and materials basis.
2. Services above the prescribed financial limits	The Customer reserves the right to make alternate arrangements based on urgency, risk and value. Alternate arrangements may include but will not be limited to undertaking the work as Planned Maintenance.

Where a requirement for Planned Maintenance arises then the following minimum requirements apply:

BUYING RULES FOR PLANNED MAINTENANCE	
Monetary Threshold (incl. GST)	Buying Rule
1. Up to \$5,000	Direct purchase on a labour and materials basis.
2. \$5,001 - \$50,000	Minimum of two (2) quotations.
3. \$50,001 - \$150,000	Minimum of three (3) quotations.

Low risk projects valued over \$150K may be procured through the Panel in accordance with the established approval procedure.

SCHEDULE 7 – CONTRACTOR SERVICE DELIVERY PROCEDURES

**REFER TO ATTACHED CONTRACTOR SERVICE
DELIVERY PROCEDURES**

SCHEDULE 8 – MAINTENANCE ADVICE FORM

REFER TO ATTACHED MAINTENANCE ADVICE FORM

SCHEDULE 9 – QUOTE FORMS FOR PLANNED MAINTENANCE

REFER TO ATTACHED DRAFT QUOTE FORMS

Quote Form Text Colour Key

Black: Fixed text

Blue: Optional text

Red: Drafting instructions

Yellow Highlight: Details to be completed