CONTRACT FOR CLEANING OF COUNCIL PREMISES

CONTRACT NO.: __________________________

This Agreement is made this ________ day of __________________________ 2019

Between:

(1) Lachlan Shire Council of 58-64 Molong Street, Condobolin, NSW 2877 (Council), and

(2) (Contractor).

RECITALS

A. Council owns a number of premises listed in the table in Section 12 of Annexure A (Premises) which require cleaning on a regular basis.

B. The Contractor provides a cleaning service in the Lake Cargelligo area.

C. Council has agreed to engage the Contractor, and the Contractor has agreed to provide the Cleaning Services on the terms set out in this document.

AGREEMENT

1. The Contractor must clean the Premises in accordance with:
   a. the attached Terms and Conditions; and
   b. Council’s specifications advised to the Contractor in writing from time to time; to Council’s satisfaction (Cleaning Services).

2. On Monday of each week, the Contractor must provide Council with an invoice for the Cleaning Services carried out for the immediately preceding week (including GST) in the form set out in Annexure B (Contract Sum).

3. Council must pay the Contract Sum to the Contractor within 5 business days of receipt of an invoice from the Contractor in the form set out in Annexure B.

<table>
<thead>
<tr>
<th>Signed for on behalf of Council</th>
<th>Signed by the Contractor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td>Name</td>
</tr>
<tr>
<td>Position</td>
<td>Signature</td>
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<tr>
<td>Signature</td>
<td>Name</td>
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<tr>
<td>Witness Name</td>
<td>Signature</td>
</tr>
<tr>
<td>Witness Signature:</td>
<td>Witness Name</td>
</tr>
<tr>
<td>Date</td>
<td>Witness Signature</td>
</tr>
</tbody>
</table>
TERMS AND CONDITIONS

1. Date of Commencement
   This Agreement commences on ____________ 2019.

2. Term of Agreement
   This Agreement commences on the Date of Commencement and terminates on [insert date] unless terminated earlier by Council in accordance with these Terms and Conditions.

3. Payment
   a. Subject to 3(b) below, Council must pay the Contract Sum weekly in arrears. For the purpose of this Agreement, a week will be deemed to commence on a Monday and end on a Sunday;
   b. If required by the Director of Environment and Planning or General Manager of Council, the payment frequency may be varied so that payment dates are either more or less frequent.
   c. The Director of Environment and Planning or General Manager of Council may suspend or withhold payment of the Contract Sum where the Cleaning Services are not provided by the Contractor in accordance with this Agreement.

4. Sub-Letting or Assignment
   This Agreement is personal to the named parties and is not capable of assignment or novation. The Contractor must not purport to assign or transfer responsibility for the Cleaning Works to any person or entity. Council will not make payment of the Contract Sum to anyone other than the Contractor named in this document.

5. Notice to Contractor
   Council may give notices, instructions, orders, demands or requests which relate to the Cleaning Services to the Contractor, in writing (Cleaning Notices). A Cleaning Notice:
   a. may be given or furnished on behalf of the Council by the General Manager or on his/her absence or delegation the Director of Environment & Planning or their nominated representative;
   b. shall be deemed to be fully and sufficiently given or furnished to the Contractor when delivered to the Contractor personally, or posted or delivered to the Contractor's last known address.

6. Non Disclosure of Confidential Information
   The Contractor must take all necessary steps to ensure that any person employed by the Contractor or permitted or allowed access to any Premises by the Contractor does not disclose any information obtained by that party in the course of performance of any duties under this Agreement or otherwise which may, by any measure, be confidential or sensitive information.
7. Security
   a. The Contractor must ensure that all windows are shut and fastened and that all doors are closed and securely locked and all lights turned off (unless otherwise requested) when leaving any Premises;
   b. If any keys are supplied to the Contractor for the purpose of entering any Premises to undertake Cleaning Services the Contractor will be responsible for safe guarding the keys in accordance with Council’s requirements and must ensure the safe delivery of any keys to Council when requested to do so within the time period specified in that request.
   c. The Contractor may request additional keys from the Director of Environment & Planning or the General Manager. The Contractor must not accept any additional keys from Council without first having obtained written consent from either the Director of Environment & Planning or the General Manager. Council is not required to provide any additional keys to the Contractor.
   d. Any loss of keys must be immediately reported to the Director Environment and Planning or the General Manager of Council immediately when the Contractor becomes aware, or reasonably suspects such loss.

8. Insurance and Indemnity
   a. The Contractor must, at the Contractor’s expense, effect and keep effected a public liability insurance policy for a sum insured of not less than twenty million dollars ($20,000,000.00) for any one event. The Contractor must provide a certificate of currency in respect of this policy to Council prior to the Commencement Date of this Agreement.
   b. The Contractor covenants and agrees to indemnity and hold harmless Council from and against all actions, claims, demands, losses, damage, injuries, costs and expenses (including all loss and damage to the Premises) which shall or may be suffered, sustained or made by any person by or against Council and for which Council may become liable in respect of or as a result of the negligence of or the creation of some dangerous thing or state of affairs by the Contractor (or by any agent, servant or contractor of the Contractor) and this indemnity shall not merge on the termination of this Agreement.

9. Termination of Agreement
   a. Council may terminate this Agreement by notice in writing to the Contractor if the Contractor:
      i. fails to perform the Cleaning Services in accordance with any of the Standard Specifications or any Cleaning notice; or
      ii. fails to comply with any of the Terms and Conditions or any other Council request, reasonably made;

3. Cleaning Contract for Council Premises (Lake Cargelligo only) March 2019
iii. is convicted of a criminal or civil offence; or
iv. agrees to such termination.

b. Upon termination of this Agreement:
i. the Contractor must return to the Director of Environment & Planning or the General Manager of Council:
   aa. all keys it has come to possess during the term of this Agreement;
   bb. all Council property within its possession or control;
   cc. all Council property within the possession or control of any of the Contractor’s employees, agents, contractors or any other person permitted or allowed access to any Premises by the Contractor within 24 hours of such termination.

c. If this Agreement is terminated by Council pursuant to clauses 8(a)(i), (ii), or (iii), Council may withhold any part of the Contract Sum and may apply that money towards the engagement of a third party to perform the Cleaning Services.

d. Any termination of this Agreement pursuant to this clause 8 does not affect any other rights Council may have at law or otherwise against the Contractor in relation to such termination.

10. Relationship of Parties

a. This Agreement does not constitute any company, partnership or joint venture between the parties for any purpose. Neither party to this Agreement shall have any right to incur any liabilities or obligations on behalf of or binding upon the other party.

b. Nothing in this Agreement constitutes a relationship of employer and employee between the parties. The Contractor must not act in any way other than as an independent contractor of Council.

c. Council will not be responsible for any payments in respect of:
   i. the remuneration of the Contractor’s personnel including salary and wages, annual leave, sick leave, long service leave or superannuation;
   ii. workers’ compensation, accident, sickness and life insurance for the Contractor’s personnel; and
   iii. all taxes including but not limited to corporate tax, payroll tax, PAYG tax, training guarantee levy, FBT, excise duty, GST, personal income taxes, company income taxes, Contractor’s payroll taxes, superannuation guarantee levy, health insurance levy and any other additional taxes or levies imposed by government.

d. These terms (10(a), (b), (c), (d)) shall have effect from the date of execution and shall survive the Agreement.
11. Incorporation of Standard Specifications

The Standard Specifications listed in Annexure A are incorporated into these Terms and Conditions and are an integral part of this Agreement. The Contractor must ensure that every cleaner is provided with a copy of Annexure A and thoroughly understands the cleaning he or she must undertake at each Premises.
NOTE: this detailed Standard Specification may be changed by Council at any time having regard to additional and/or special cleaning requirements and this information will be shown on separate pages attached hereto. Any changes to these specifications will be notified by Council in writing to the Contractor.

1.0 Hours of Duty
The Premises shall be cleaned over five (5) days per week, Monday to Friday with the exception of any gazetted public holiday which applies to the department occupying the Premises. Cleaning at each Premises must take place between the hours specified in the table at point 13. In the event of overtime being worked by staff or when functions are being held in any of the areas after normal working hours the Contractor shall provide the Cleaning Services at a time convenient to the occupants.

2.0 Floors
2.1 Carpeted Areas
   a. Daily
      i. Remove all surface litter from floor surface
      ii. Remove stains, spillages etc.
      iii. Vacuum all offices, foyers and public areas.
   b. Weekly
      Thoroughly vacuum clean all other areas utilising a machine capable of reaching all areas such as under desks and along skirting boards.
      NOTE: the work under (b) above may be carried out progressively over a five (5) day period.

2.2 Hard Floor Areas
   c. Daily
      i. Remove all surface litter from floor surface
      ii. Mop all areas to remove stains, spillages etc.
      iii. Vacuum all offices and foyer areas.
d. Weekly
Thoroughly wash all other areas utilising an approved type of machine capable of reaching all
areas such as under desks and along skirting boards.
NOTE: the work under (b) above may be carried out progressively over a five (5) day period.

3.0 General Cleaning Requirements

Dusting (weekly)
All desks (public/children’s desks), chairs, screens, banisters, skirting boards, counter tops,
partitions and windows, tops of cupboards, walls, wall tiles and exterior surfaces of all equipment
shall be dusted.
Office work tables and work desks are not to be touched.

4.0 Toilets

a. Daily
i. Empty and clean waste receptacles;
ii. Floors, toilet pans and cisterns, urinals, seats, faucets, door furniture, paper towel
dispensers, toilet paper holders and hand basins are to be cleaned thoroughly in a
manner which avoids cross contamination between these areas;
iii. Wipe clean any surface soil or marking on wall tiles, laminated and vinyl surfaces,
painted walls, partitions and doors;
iv. Wall mirrors are to be wiped clean.
NOTE: Supplies of toilet paper, soap and paper towels are to be checked and replenished as
required.

b. Monthly
Deck or machine scrub all tiled floor areas. Wall tiles, laminated and vinyl surfaces, painted
walls, partitions and doors are to be dusted and wiped clean.

5.0 Glass/Perspex

a. Weekly
i. All glass/Perspex in foyer/counter area to be cleaned weekly;
ii. Front entrance door to be cleaned weekly;

b. Monthly
i. The inside of all windows to be cleaned monthly.

6.0 Kitchen/Tea Rooms

a. Daily
i. All stainless steel or chromium plated surfaces shall be cleaned in the approved
manner;
ii. Wall tiles and laminated surfaces are to be wiped clean;
iii. Ceramic tile floors shall be damp mopped;
iv. Painted surfaces and walls shall be wiped clean or spot cleaned as required.

7.0 Miscellaneous Cleaning Requirements

a. Daily
i. Empty all waste containers and place in large mobile garbage bins.
ii. Spot clean all accessible glass, doors, partitions, walls, wall panels and painted surfaces.

b. Weekly
i. Upholstered lounge visitor’s chairs in all areas to be thoroughly brushed and spot cleaned.

c. Monthly
i. Remove spider cobwebs from all areas.

8.0 Removal of Waste Paper
All waste paper is to be collected and placed into mobile garbage bins.

9.0 Removal of Garbage
All garbage collected is to be placed in mobile garbage bins provided and stored in the designated area.

10.0 Recycling
All recyclable materials, which are disposed of in desk recycling bins (provided by Council), are to be placed in the designated recycling mobile garbage bins.

11.0 Appliances/Cleaning Materials
All cleaning solutions and cleaning appliances are to be provided by the Contractor. Council will provide toilet paper and paper towels.

12.0 Cleaning Locations

<table>
<thead>
<tr>
<th>Name of Premises</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lake Cargelligo Administration Office/Library</td>
<td>35A Foster Street, Lake Cargelligo</td>
</tr>
<tr>
<td>Lake Cargelligo Visitor information Centre</td>
<td>1 Foster Street Lake Cargelligo</td>
</tr>
<tr>
<td>Council Depot</td>
<td>84 Grace Street lake Cargelligo</td>
</tr>
</tbody>
</table>

13.0 Cleaning Times

<table>
<thead>
<tr>
<th>Name of Premises</th>
<th>Cleaning times</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lake Cargelligo Administration Office/Library</td>
<td>Tuesday, Thursdays – 3 hours per week</td>
</tr>
<tr>
<td>Lake Cargelligo Visitor information Centre</td>
<td>9.00am and 4.30pm – 3 hours per week</td>
</tr>
<tr>
<td>Council Depot</td>
<td>9.00am and 4.30pm – 3 hours per week</td>
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*Cleaning days and times are open to negotiations.
14.0 Additional cleaning specific to certain Premises

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</thead>
<tbody>
<tr>
<td>Lake Cargelligo</td>
<td>Dust book shelves monthly</td>
</tr>
<tr>
<td>Administration Office/Library</td>
<td></td>
</tr>
</tbody>
</table>
Annexure B

INVOICE

DATE

INV No. ____________

TO:
Lachlan Shire Council
58-64 Molong Street, Condobolin NSW 2877
ABN: 82 815 250 829

FROM:
Name: ____________________________________
Address: __________________________________
ABN: ____________________________________

Cleaning Services for week ending ________________

<table>
<thead>
<tr>
<th>Premises</th>
<th>Council Ref</th>
<th>Duration</th>
<th>GST</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administration Office</td>
<td>W20.115</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Lake Cargelligo Visitor Centre</td>
<td>W22.115</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Council Depot</td>
<td>W93.115</td>
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</tbody>
</table>

TOTAL

$ $

TOTAL INCLUDING GST

Contract Sum

$
Annexure C

RETURNABLE SCHEDULES

Name of person, firm or company submitting Tender: (USE BLOCK LETTERS)
……………………………………………………………………………………………………………
……………………………………………………………………………………………………………
Principle Business Address:
……………………………………………………………………………………………………………
……………………………………………………………………………………………………………
Contact Person:
……………………………………………………………………………………………………………
……………………………………………………………………………………………………………
ABN / ACN:
……………………………………………………………………………………………………………
……………………………………………………………………………………………………………
Telephone: ……………………………. Mobile: ……………………………………………
……………………………………………………………………………………………………………
Email: ……………………………………………………………………………………………………

hereby tender(s) to perform the work:

CONTRACT LUMP SUM PRICE PAID TO CONTRACTOR AS OUTLINED BELOW

<table>
<thead>
<tr>
<th>Duration of Service</th>
<th>Annual Operational Service Fee (Excl. GST)</th>
<th>Annual Operational Service Fee (Incl. GST)</th>
</tr>
</thead>
<tbody>
<tr>
<td>3 Year Contract</td>
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</table>

**Government Information (Public Access) Act 2009**

Tenderers shall provide Particulars of any related Body Corporate (within the meaning of the Corporations Act 2001 of the Commonwealth) in respect of the Contractor, or any other private sector entity in which the Contractor has an interest, that will be involved in carrying out any of the Contractor’s obligations under the Contract, or that will receive a benefit under the Contract.

DATED THIS .................. DAY OF .............................................. 20........
Tenderer’s Name: ..................................................................................
Tenderer’s Signature: ...........................................................................
Witness: ..........................................................................................
**Fee Proposal Breakdown**

<table>
<thead>
<tr>
<th>Service Provided</th>
<th>Weekly Service Fee (Excl. GST)</th>
<th>Weekly Service Fee (Incl. GST)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tourist &amp; Visitor Information Centre</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Administration Building/Library</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lake Cargelligo Works Depot</td>
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</table>

**PROPOSED STAFFING**

The information provided within this schedule will be taken into account when assessing the Tender. Please list all staff that are proposed to be employed during the Contract period, their role in the operations and their qualification.

<table>
<thead>
<tr>
<th>Staff Name</th>
<th>Role</th>
<th>Qualifications (if applicable)</th>
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<tbody>
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</table>

**PROPOSED CONSULTANTS, SUPPLIERS AND SUBCONTRACTORS**

The information provided within this schedule will be taken into account when assessing applications. Please list all Consultants, Suppliers and Sub-contractors that are proposed to be employed during the Contract period and the goods or service they will provide (if applicable).

<table>
<thead>
<tr>
<th>Supplier &amp; Subcontractors</th>
<th>Goods or Service to be Provided</th>
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<tbody>
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**PROPOSED MACHINERY AND EQUIPMENT**

The information provided within this schedule will be taken into account when assessing the application. Please list all major equipment and machinery proposed to execute the works under the terms of this Contract.

<table>
<thead>
<tr>
<th>Make/Model</th>
<th>Description</th>
<th>Year of Manufacture</th>
<th>Owned/Leased</th>
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</table>
INSURANCE INFORMATION

The information provided within this schedule will be taken into account when assessing the Tender. Please list all insurance that are current for your organisation. Provide Certificates of Currency or similar Proof where applicable. Confirmation of Insurance renewals will be required prior to the commencement of the Contract.

<table>
<thead>
<tr>
<th>Insurance Details</th>
<th>Provider</th>
<th>Cover Provided</th>
<th>Expiry Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Liability</td>
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<tr>
<td>Workers Compensation</td>
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<tr>
<td>Third Party</td>
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<tr>
<td>Comprehensive</td>
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<tr>
<td>Other</td>
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</table>

WORK HEALTH & SAFETY CHECKLIST

1) Has your Company ever been prosecuted or fined (Circle One) Yes / No under WH&S legislation in the last three (3) years? If YES provide details.

2) What is your Company’s accident record for the past three years?

3) Has your Company had any Workers Compensation Claims in the past three years? Yes / No If YES, please provide details.

4) Is there a written Company Health and Safety Policy Yes / No If yes, then provide a copy of the Policy

13. Cleaning Contract for Council Premises (Lake Cargelligo only) March 2019
5) **Does the Company have a WHS Management System certified by a recognised independent authority (NSCA 5 Star, NSW Self Insurers)**
   - Yes / No
   - If yes, then provide details

6) **Is there a Company WHS Manual**
   - Yes / No
   - If yes, then provide a copy of contents page

7) **At an organisation level, are the work health and safety responsibilities clearly identified for all levels of staff?**
   - Yes / No
   - If yes, then provide details

8) **Has the organisation prepared safe working procedures for all of its operational activities?**
   - Yes / No
   - If yes, then provide a summary listing

9) **How does your Company ensure that plant, equipment, and vehicles are kept in safe working condition e.g. by documented regular inspections, preventative maintenance routines etc?**
   - Please give details.

10) **Has the organisation an incident investigation procedure?**
    - Yes / No
    - If yes, then provide standard incident report form

11) **Are there procedures for WHS Risk Assessments**
    - Yes / No
    - If yes, then provide a copy

12) **Does your organisation have a WHS induction program for new employees and sub-contractors?**
    - Yes / No
    - If yes, then provide a copy
13) Indicate what WHS training you have recently undertaken for your organisation. Also indicate what WHS training you propose to undertake for your organisation.

…………………………………………………………………………………………………………

…………………………………………………………………………………………………………

DECLARATION OF ACCURACY

I confirm that I am authorised to provide the required information and to my knowledge is an accurate description of the Work Health and Safety System in place for the organisation.

<table>
<thead>
<tr>
<th>Contractor’s Signature</th>
<th>Witness</th>
</tr>
</thead>
</table>