



# Australian Government

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## Australian Communications and Media Authority

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### REQUEST FOR TENDER

REQUEST FOR TENDER IN RELATION TO THE PROVISION OF TENANCY  
CLEANING SERVICES TO SPECIFIED ACMA SITES

File reference: PF 2006/752

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## 1. Tender Details

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<b>Closing Time</b>	3.00 pm Australian Eastern Standard Time at Canberra on 22 September 2006.
<b>Offer Period</b>	<b>Tenders will remain open for acceptance for a period of 90 days after the Closing Time.</b>
<b>Project Officer</b>	Name: David Simmons Title: Assistant Manager, Facilities Management Address: Facilities & Finance Branch Australian Communications and Media Authority PO Box 78 Belconnen ACT 2616 Telephone: (02) 6219 5237 Facsimile: (02) 6219 5499 Email: <a href="mailto:david.simmons@acma.gov.au">david.simmons@acma.gov.au</a>
<b>Tender Details</b>	<b>TENANCY CLEANING SERVICES – ACMA Reference No. 05/ACMA016</b>
<b>Tender Box</b>	By mail: Tender Box Australian Communications and Media Authority PO Box 78 Belconnen ACT 2616 By hand: Australian Communications and Media Authority Ground floor, Building 7 (Purple Building) Benjamin Offices Belconnen ACT 2617 By email: <a href="mailto:tbox@acma.gov.au">tbox@acma.gov.au</a>
<b>Contracts Officer</b>	Name: Mark Gairey Title: Agency Procurement Adviser Address: Corporate Governance Australian Communications and Media Authority PO Box 78 Belconnen ACT 2616 Telephone: (02) 6219 5271 Facsimile: (02) 6219 5464 Email: <a href="mailto:mark.gairey@acma.gov.au">mark.gairey@acma.gov.au</a>

## **2. Introduction**

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### **2.1 Invitation to Tender**

2.1.1 The Commonwealth of Australia represented by the Chief Executive Officer of the Australian Communications and Media Authority, a body corporate established under the *Australian Communications and Media Authority Act 2005*, ABN 55 386 169 386, ('the Commonwealth') invites Tenders for the provision of the requirements set out in the Statement of Requirements in accordance with this Request for Tender (RFT). This RFT is made for the benefit of the Australian Communications and Media Authority ('ACMA').

### **2.2 Summary of Requirements**

- 2.2.1 The requirement is for the provision of office tenancy cleaning services. ACMA is seeking a professional, national, cleaning company experienced in cleaning large office tenancies in high rise buildings. Initially, cleaning services are required to be performed in two of ACMA's Central Offices, but the scope of the contract may be expanded to include other offices of ACMA as the need arises.
- 2.2.2 The Services are to be performed in accordance with industry best practice standards and rendered by security-cleared, qualified, well-trained, skilled and experienced personnel as detailed in the Statement of Requirements.
- 2.2.3 Services are to be performed at Levels 43 & 44 Melbourne Central Tower, Melbourne Victoria, and to Levels 2-5 Building 7 and to Levels 3 and 4 Building 8 Benjamin Complex, Belconnen, ACT. The areas to be cleaned measure 3,112 sqm and 5,773 sqm respectively.
- 2.2.4 The proposed Agreement under this RFT will be for a Term of three (3) years, with an option for two (2) one (1) year extensions, exercisable solely by ACMA, for a potential maximum Agreement Term of five (5) years.
- 2.2.5 More detail is set out in the Statement of Requirements.
- 2.2.6 Tenderers must be able to meet the conditions of participation as identified in clause 5.2.
- 2.2.7 The minimum content and format requirements of this RFT are as identified in clause 5.3.

## **2.3 About ACMA**

2.3.1 ACMA is the Commonwealth Government Agency responsible for the regulation of broadcasting, radiocommunications, telecommunications and on- line content.

2.3.2 ACMA's responsibilities include:

- Promoting self-regulation and competition in the telecommunications industry, while protecting consumers and other users
- Fostering an environment in which electronic media respect community standards and responds to audience and user needs
- Managing access to the radiofrequency spectrum, including the broadcasting services bands
- Representing Australia's communications and broadcasting interests internationally.

2.3.3 ACMA has central offices in Canberra, Melbourne and Sydney plus regional offices and operational centres throughout all states and territories of Australia.

2.3.4 Further information can be obtained from the ACMA internet website, [www.acma.gov.au](http://www.acma.gov.au).

### **3. Conditions of Tender**

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#### **3.1 Lodging of Tenders**

- 3.1.1 Tenders are to be lodged on or before the Closing Time.
- 3.1.2 Tenders may be lodged by mail or by hand at the Tender Box in a sealed envelope clearly marked with the Tender Details or electronically to the ACMA email Tender Box as detailed in Section 1 Tender Details.
- 3.1.3 Tenderers sending Tenders by mail or electronically by email do so at their own risk and no responsibility will be accepted for Tenders delivered to an incorrect location or address.
- 3.1.4 Tenderers may only lodge Tenders electronically to the ACMA email Tender Box when online lodgement is identified as an option for this RFT.
- 3.1.5 The time recorded by the ACMA email Tender Box system for electronic lodgement of Tenders is deemed to be the correct time. The Commonwealth will only accept an official receipt issued by the ACMA email Tender Box system as proof of the electronic lodgement of a Tender.
- 3.1.6 The Commonwealth and ACMA do not guarantee that transmission to the ACMA email Tender Box will be available or will function or perform as expected or required. Tenderers use the ACMA email Tender Box system at their own risk and no responsibility will be accepted for late Tenders.
- 3.1.7 Tenders will only be accepted into evaluation if lodged in accordance with this clause 3.1.

#### **3.2 Packaging and Identification of Tenders**

- 3.2.1 For Tenders lodged by mail or by hand, Tenders should be enclosed in a sealed envelope or other sealed container endorsed with:
  - a. the RFT number and Tender Closing Time; and
  - b. the name of the Tender.

- 3.2.2 Where a Tenderer submits more than one response to this RFT each Tender should be submitted in a separate and appropriately endorsed envelope or container.

### **3.3 Documents to be Lodged**

- 3.3.1 Tenderers should lodge an original (marked “original”) and 2 copies, when lodging their Tender by mail or by hand. If there is a discrepancy between a copy (including any electronic copy) and the original, the original takes precedence.
- 3.3.2 Tenderers should also lodge an electronic copy of their Tender on computer disc compatible with Microsoft Word 2002 SP-1. Alternatively, Tenderers can send an electronic copy of their Tender to the ACMA email Tender Box.
- 3.3.3 Only material requested or required by this RFT should be lodged. Supporting or marketing material that has not been requested is not to be included. Where such material is included, it may be disregarded.

### **3.4 Electronic Documents**

- 3.4.1 All Tenders in electronic format should be complete and standalone. No material may be incorporated by reference or link into the Tender documentation.
- 3.4.2 Tenderers warrant that they have taken reasonable precautions to ensure that Tender files are free from malicious software such as viruses, worms or other disabling features. Tenders that are found to contain malicious software may be excluded from the evaluation process.
- 3.4.3 If an electronic file is corrupt, illegible, inadequate or incomplete, the Commonwealth may exclude the Tender from evaluation, unless a hardcopy has been lodged.
- 3.4.4 Documents requiring a signature should be scanned and lodged in electronic format. The Commonwealth may request the Tenderer to provide any signed documentation that has been submitted in electronic form. If the Tenderer does not do so, the Commonwealth may exclude the Tender from evaluation.

### **3.5 Late Lodgement Policy**

- 3.5.1 Any Tender will be deemed to be late if it is not lodged in accordance with clause 3.1 and will not be evaluated.
- 3.5.2 The Commonwealth will admit into evaluation any Tender that was received late solely due to mishandling by ACMA or ACMA staff.

### **3.6 Registration of Participation in RFT**

- 3.6.1 Tenderers who wish to be kept advised of amendments and clarifications to this RFT process may register their interest by fax or email to the Project Officer. In registering their interest, Tenderers must provide contact details with a suitable electronic means of communication such as fax or email.
- 3.6.2 All alterations, corrections and notices will be made available by the Project Officer and will be placed on a website in the Tenders Section of the ACMA Internet.

### **3.7 Requests for Further Information**

- 3.7.1 Requests for further information in relation to this RFT must be directed in writing to the Project Officer.
- 3.7.2 ACMA staff, on behalf of the Commonwealth, may circulate questions and their answers to all other Tenderers without disclosing the source of the questions or revealing the substance of a proposed Tender or other confidential information.
- 3.7.3 ACMA staff, on behalf of the Commonwealth, may decline to provide information to Tenderers that is considered:
  - a. confidential information;
  - b. security classified information or other sensitive information;
  - c. information which may impede current or future competition in the market; or
  - d. information that may provide a Tenderer with an unfair advantage in the RFT process.

### **3.8 Variation and Termination of the RFT**

- 3.8.1 The Commonwealth may amend this RFT, including extending the Closing Time, by giving written notice. Any extension notice or other amendment will be notified in the Tenders Section of the ACMA website.
- 3.8.2 The Commonwealth and ACMA are not liable to a Tenderer who fails to become aware of any notice or amendment, which has been published and distributed in accordance with sub-clause 3.8.1.
- 3.8.3 If the RFT is amended, the Commonwealth may request Tenderers to update and re-lodge their Tenders.
- 3.8.4 The Commonwealth may terminate the Tender process at any time.

### **3.9 Errors and Alterations**

- 3.9.1 Tenderers are to initial any alterations made to a Tender. Tenders containing alterations that are not initialled, or pricing or other information that is not stated clearly and legibly, may be excluded from consideration.
- 3.9.2 If the Commonwealth considers that there are unintentional errors of form in a Tender, ACMA staff (on behalf of the Commonwealth) may request the Tenderer to correct or clarify the error, but the Commonwealth will not permit any material alteration or addition to the Tender.
- 3.9.3 Tenderers should immediately notify the Project Officer in writing if a Tenderer reasonably believes there is discrepancy, error, ambiguity, inconsistency or omission in this RFT.

### **3.10 Alternative Tenders**

- 3.10.1 The Commonwealth will consider an alternative approach or solution only if the alternative Tender meets the mandatory and essential requirements as specified in this RFT.
- 3.10.2 Where an alternative Tender is proposed, a Tenderer should:
  - a. separately identify, in detail, the proposed alternative approach or solution;
  - b. specify each instance of change (including effect on the tendered price);
  - c. state the reasons for each instance of change; and
  - d. demonstrate how the proposed alternative approach is beneficial to ACMA.

3.10.3 Failure to provide this information may result in the Commonwealth not considering the alternative Tender.

### **3.11 Part Tenders and Joint Tenders**

3.11.1 The Commonwealth will not consider a Tender for part of the requirements.

3.11.2 The Commonwealth will not consider joint Tenders and will only contract with a single legal entity.

### **3.12 Confidential Information**

3.12.1 Tenderers are required to ensure that any of their employees, agents or sub-contractors involved in meeting ACMA's requirements do not either directly or indirectly record, divulge or communicate to any person any confidential information concerning the affairs of ACMA, the Commonwealth or a third party acquired or obtained in the course of preparing a Tender, or any documents, data or information provided by ACMA or the Commonwealth and which ACMA or the Commonwealth indicates to Tenderers is confidential or which Tenderers know or ought reasonably to know is confidential.

### **3.13 Statement of Compliance**

3.13.1 Tenderers are to indicate in the Statement of Compliance (in Schedule 3) their level of compliance or otherwise with each clause of the Statement of Requirements and Draft Contract. Responses are to be in the order in which the clauses appear and refer to the relevant clause number or schedule. Non committal terms such as "noted" should not be used. Responses are to be limited, wherever possible, to the following expressions:

- a. "complies" – means that the contractual condition, characteristic or performance requirement of the clause is agreed to: and
- b. "does not comply" – means that the contractual condition, characteristic or performance requirement of the clause cannot or will not be met by the Tender.

3.13.2 Where a Tender does not comply with a particular clause, the manner and extent of non-compliance is to be stated in the Statement of Compliance. The Tenderer is to provide separately a summary list of clauses in respect of which there is non-compliance.

### **3.14 Tenderer's Confidential information**

3.14.1 The Commonwealth will treat, and will ensure that ACMA and ACMA staff treat, Tenderer provided information as confidential information.

3.14.2 The Commonwealth's and ACMA's obligation to keep confidential Tenderer provided information will not be taken to have been breached to the extent that the Commonwealth or ACMA disclosed the information:

- a. to its advisers, officers, employees or subcontractors solely in order to conduct the RFT process;
- b. to internal management personnel, solely to enable effective management or auditing of the RFT process;
- c. to the responsible Minister;
- d. in response to a request by a House or a Committee of the Parliament of Australia;
- e. to share within ACMA's organisation, or with a Commonwealth agency, where this serves ACMA's legitimate interests;
- f. as authorised or required by law to be disclosed; or
- g. where it is in the public domain otherwise than due to a breach of the relevant obligations of confidentiality.

### **3.15 Ethical Dealing**

3.15.1 The Commonwealth's policy is to engage in the highest standards of ethical behaviour and fair dealing throughout the Tender process. The Commonwealth requires the same standards from those with whom it deals.

3.15.2 Tenders must be compiled without improper assistance of employees or former employees of ACMA and without the use of information improperly obtained or in breach of an obligation of confidentiality.

3.15.3 Tenderers must not:

- a. engage in misleading or deceptive conduct in relation to the RFT process;
- b. engage in any collusive tendering, anti-competitive conduct, or any other unlawful or unethical conduct with any other Tenderer, or any other person in connection with the RFT process; or

- c. attempt to influence improperly any officer, employee or agent of ACMA, or violate any applicable laws or Commonwealth policies regarding the offering of inducements in connection with the RFT process.

3.15.4 The Commonwealth may exclude from consideration any Tender lodged by a Tenderer which, in the Commonwealth's reasonable opinion, has engaged in any behaviour contrary to clause 3.15.3 in relation to the RFT process.

### **3.16 Conflicts of Interest**

3.16.1 If a Conflict of Interest arises at any time during the RFT process, Tenderers are to immediately notify the Commonwealth in writing. If a Conflict of Interest arises, the Commonwealth may:

- a. enter into discussions to seek to resolve such Conflict of Interest;
- b. reject the Tender lodged by such a Tenderer; or
- c. take any other action it considers appropriate.

### **3.17 Application of Law and Commonwealth Policy**

3.17.1 Tenderers should familiarise themselves with all relevant Commonwealth legislation and policies relating to the provision of the Statement of Requirements including:

- a. the small and medium enterprises (SME) policy under which the Government is committed to agencies sourcing at least 10% of their purchases by value from SMEs. An SME is an Australian or New Zealand registered firm with fewer than 200 full time equivalent employees;
- b. *Freedom of Information Act 1982* which gives members of the public rights or access to certain documents of ACMA and the Commonwealth;
- c. The *Privacy Act 1988* (as amended by the *Privacy Amendment (Private Sector) Act 2000*) which aims to ensure that contractors and their subcontractors do not engage in an act or practice which, if done by ACMA or the Commonwealth, would breach the Information Privacy Principles. The Privacy Act also imposes obligations directly on contractors and subcontractors to comply with the National Privacy Principles; and
- d. The *Trade Practices Act 1974* which aims to enhance the welfare of Australians through the promotion of competition and fair trading and provision for consumer protection. The Act prohibits various trade practices that tend to prevent or lessen competition in an Australian market for goods and services.

- 3.17.2 Where the Tenderer is currently named as not complying with the *Equal Opportunity for Women in the Workplace Act 1999*, the Commonwealth may exclude its Tender from further consideration.
- 3.17.3 The attention of Tenderers is drawn to the *Auditor-General Act 1997* that provides the Auditor-General or an authorised person with a right to have, at all reasonable times, access to information, documents and records (see sections 32 and 33 of the *Auditor-General Act 1997*).
- 3.17.4 In addition to the Auditor-General's statutory powers, and in recognition of the need for the Auditor-General's functions to be conducted in an efficient and cooperative manner, if a Tenderer is chosen to enter into a contract, that Tenderer may be required to provide to the Auditor-General, or a delegate of the Auditor-General, access to information, documents, records and Commonwealth assets, including those on the Tenderer's premises. This access will be required at reasonable times on giving reasonable notice, for the purpose of carrying out the Auditor-General's functions and will be restricted to information and assets which are in the custody or control of the Tenderer, its employees, agents or subcontractors, and which is directly related to the contract. Such access will apply for the term of any contract entered into and for a period of five years from the date of expiration or termination.
- 3.17.5 Tenderers should obtain, and will be deemed to have obtained, their own advice on the impact of the *Auditor-General Act 1997* on their participation in the RFT.

### **3.18 Tenderers to Inform Themselves**

- 3.18.1 Tenderers are considered to have:
- a. examined this RFT, any documents referenced in this RFT and any other information made available by the Commonwealth or ACMA to Tenderers for the purpose of submitting a Tender;
  - b. examined all further information which is obtainable by the making of reasonable inquiries relevant to the risks, contingencies, and other circumstances having an effect on their Tender;
  - c. satisfied themselves as to the correctness and sufficiency of their Tenders including tendered prices; and
  - d. satisfied themselves as to the terms and conditions of the Draft Contract and their ability to comply with the Draft Contract.
- 3.18.2 Tenders are submitted on the basis that Tenderers acknowledge that:
- a. they do not rely on any representation, letter, document or arrangement, whether oral or in writing, or other conduct as adding to or amending these conditions other than amendments in accordance with clause 3.8;

- b. they do not rely upon any warranty or representation made by or on behalf of the Commonwealth or ACMA, except as are expressly provided for in this RFT, but they have relied entirely upon their own inquiries and inspection in respect of the subject of their Tender;
- c. the Commonwealth and ACMA will not be responsible for any costs or expenses incurred by Tenderers in complying with the requirements of this RFT; and
- d. neither this RFT nor the Tender give rise to contractual obligations between the Commonwealth and the Tenderer.

### **3.19 Disclaimer**

- 3.19.1 The Commonwealth and ACMA will not be liable to any Tenderer on the basis of any promissory estoppel, quantum meruit or other contractual, quasi contractual or restitutionary grounds whatsoever or in negligence as a consequence of any matter relating or incidental to a Tenderer's participation in this RFT process including instances where:
- a. a Tenderer is not invited to participate in any subsequent process following completion of this RFT process;
  - b. the Commonwealth varies or terminates the RFT process;
  - c. the Commonwealth decides not to contract for all or any of the requirements; or
  - d. the Commonwealth exercises or fails to exercise any of its other rights under or in relation to this RFT.

### **3.20 Use of Tender Documents**

- 3.20.1 All Tender documents submitted in response to this RFT will become the property of the Commonwealth and be in the custody of ACMA.
- 3.20.2 Intellectual property owned by the Tenderer or third parties in material contained in the Tender does not pass to the Commonwealth with physical property in the Tender documents. However, the Commonwealth is granted an irrevocable, royalty free licence to use, reproduce and circulate any copyright material contained in the Tender, or provided by the Tenderer in response to this RFT, to the extent necessary to conduct the Tender process and in the preparation of any resultant contract.

### **3.21 Offers and Acceptance of Offer**

- 3.21.1 Lodging a Tender will constitute an offer in accordance with this RFT by the Tenderer for a period of not less than the Offer Period.
- 3.21.2 A Tender is not taken to have been accepted until a formal contract has been executed by the Tenderer and the Commonwealth on the basis of the Draft Contract, and notice by the Commonwealth to any Tenderer that it is, or is not, a preferred or successful Tenderer does not constitute an acceptance or rejection of any Tender.

### **3.22 Reporting and Disclosure Obligations**

- 3.22.1 Following the evaluation of Tenders and the award of contract (if applicable), the Commonwealth will promptly inform all Tenderers of the outcome of the Tender process.
- 3.22.2 On request, the Commonwealth will provide an unsuccessful Tenderer with reasons that its Tender was not successful. The Commonwealth may choose to provide these reasons in writing or orally.
- 3.22.3 In addition, the Commonwealth is obliged to:
  - a. list any contract for the benefit of ACMA arising out of this RFT with a consideration of \$100,000 or more, on the ACMA Internet website, identifying any confidentiality requirements, in accordance with the Senate Order on Department and Agency Contracts; and
  - b. publish contracts with an estimated contract value of \$10,000 or more on the AusTender Contracts Reported website.

## **4. Matters Concerning Tender Response**

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### **4.1 Tender Response**

4.1.1 Tenderers are referred to the Statement of Requirements and the evaluation criteria for information on the requirements sought by the Commonwealth in this RFT. Tenderers must submit with their Tender:

- a. Tenderer's details (including full name, any trading or business name, address, company details, ABN (if applicable) and contact for notices) as set out in the Response Cover Sheet in Schedule 4 and the Profile of Tenderer in Schedule 5;
- b. Tenderer's response to the Statement of Requirements (in Schedule 1) must be consistent with Schedule 1 to the Draft Contract (see items A, B, C, D, E, F, G of that Schedule);
- c. detailed pricing;
- d. details of any specified personnel or subcontractors with particular experience or expertise who will assist in carrying out the requirements of the Draft Contract;
- e. details of past performance in providing the type of requirements;
- f. a list of, and contact details for, at least three recent clients of the Tenderer who are prepared to act as referees and a description of the goods and/or services supplied by the Tenderer to the referee;
- g. details of the Tenderer's insurance;
- h. Tenderer's Declaration (in Schedule 6); and
- i. details of the Tenderer's level of compliance (in Schedule 3).

4.1.2 The Draft Contract will form the basis of the final contract between the Commonwealth and the successful Tenderer. Tenderers are advised to examine its terms and conditions when framing their offer.

## **4.2 Complaints**

- 4.2.1 A Tenderer may lodge a complaint if dissatisfied with any aspect of this RFT process and unable to resolve the issue with the Project Officer. Complaints should be directed in writing to the Contracts Officer.
- 4.2.2 The Contracts Officer, in assessing the complaint, is independent of the RFT process.
- 4.2.3 Complaints will not prejudice a Tenderer's participation in any of ACMA's future procurement processes.

## **4.3 General Matters**

- 4.3.1 The Tender must be written in English and measurements are to be expressed in Australian legal units of measurement. Prices are to be in Australian dollars, unless otherwise stated.
- 4.3.2 A Tenderer may be required to demonstrate that it has the financial capacity to provide the requirements set out in the Statement of Requirements.
- 4.3.3 Prices are to be inclusive of:
  - a. GST (as defined in section 195-1 of the *A New Tax System (Goods and Services Tax) Act 1999*);
  - b. all costs of complying with this RFT; and
  - c. all costs associated with doing all things necessary for the due and proper completion of the proposed contract. Where such costs are dependent on agreement of the exact scope of work, the basis for determining these costs must be provided.
- 4.3.4 The Tenderer must specify any discount (such as early payment terms) and incentives offered.
- 4.3.5 Where a fixed price is not tendered, the Tenderer must specify in its response to the RFT hourly rates for the term of the Contract, for each of the specified personnel, which will be used to price work under the Contract.

## **5. Evaluation of Tenders**

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### **5.1 Evaluation Methodology**

- 5.1.1 The objective of the evaluation is to identify the Tenderer which meets ACMA's requirements and represents the best value for money. The Commonwealth's decision on the parameters and methodology for evaluation will be final.

### **5.2 Conditions of Participation**

- 5.2.1 There are no conditions of participation.

### **5.3 Minimum Content and Format Requirements**

- 5.3.1 Subject to clause 5.6, the Commonwealth will exclude a Tender from further consideration if the Commonwealth considers that the Tender does not provide the information specified at Clause 4.1.1.

### **5.4 Essential Requirements**

- 5.4.1 The Commonwealth will exclude a Tender from further consideration if the Commonwealth considers that the Tender does not comply with an essential requirement identified in the Statement of Requirements.

### **5.5 Tender Evaluation**

- 5.5.1 Subject to clause 5.5.3, the criteria to be applied for the purposes of evaluation are:
- a. the extent to which Tenders meet the Statement of Requirements;
  - b. the degree of overall compliance with the RFT including the Draft Contract;
  - c. price;
  - d. the Tenderer's capability (including financial) to meet ACMA's requirements;
  - e. the Tenderer's environmental awareness and practices; and
  - f. experience and past performance of the Tenderer including the skills and experience of any specified personnel or subcontractors.

- 5.5.2 The list of evaluation criteria is not in any order of importance.
- 5.5.3 If additional criteria are intended to be applied for the purposes of evaluation, the Commonwealth will notify Tenderers who will be given an opportunity to respond.
- 5.5.4 The Commonwealth may exclude from consideration Tenders that in the Commonwealth's opinion are incomplete or clearly not competitive. However, the Commonwealth may consider such Tenders and seek clarification in accordance with clause 5.6.

## **5.6 Clarification, Shortlisting and Negotiations**

- 5.6.1 The Commonwealth may:
- a. use any relevant information obtained in relation to a Tender (through this RFT or by independent inquiry of the Tenderer's referees or references) in the evaluation of Tenders;
  - b. enter into negotiations or discussions with any one or more Tenderers with conforming Tenders; and
  - c. seek clarification of any omissions, ambiguities or anomalies from any Tenderer.
- 5.6.2 The Commonwealth may shortlist Tenderers at any time during the evaluation process. If it does so, Tenderers will be advised accordingly, and short listed Tenderers may be invited to provide further information on their Tender to the Commonwealth.
- 5.6.3 The Commonwealth may exclude from further consideration Tenders that in the Commonwealth's opinion are incomplete or clearly not competitive.

## **6. Interpretation of RFT**

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### **6.1 Definitions and Interpretation**

- 6.1.1 Unless a contrary intention is indicated, this RFT is interpreted in the same manner, and its terms have the same meaning, as in the Draft Contract in Schedule 2.
- 6.1.2 In this RFT, unless the contrary intention appears:
- a. Closing Time means the date and time set out in clause 1;
  - b. Conflict of Interest means any matter, circumstance, interest, or activity affecting the Tenderer (including the officers, employees, agents and subcontractors of the Tenderer) which may or may appear to impair the ability of the Tenderer to provide the requirements for the benefit of ACMA diligently and independently;
  - c. Contracts Officer means the person set out in clause 1;
  - d. Draft Contract means the document set out in Schedule 2;
  - e. Offer Period means the period set out in clause 1;
  - f. Project Officer means the person set out in clause 1;
  - g. Statement of Compliance means the statement of compliance set out in Schedule 3;
  - h. Statement of Requirements means the statement of requirements set out in Schedule 1;
  - i. Tender Box means the tender box set out in clause 1;
  - j. Tender Details means the tender details set out in clause 1; and
  - k. Tenders Section of the ACMA Internet means that part of the ACMA's website for business opportunities, located at [www.acma.gov.au](http://www.acma.gov.au).

### **6.2 Governing Law**

- 6.2.1 The governing law of the Australian Capital Territory applies to the RFT. The courts of the Australian Capital Territory have non-exclusive jurisdiction to decide any matter arising out of this RFT.

## **Schedule 1: Statement of Requirements**

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### **A.1 Scope**

- A.1.1. ACMA is seeking a professional, national, cleaning company with substantial experience in cleaning large office tenancies in high rise buildings. Initially, cleaning services are required to be performed in two of ACMA's Central Offices, but the scope of the contract may be expanded to include other offices of ACMA as the need arises.
- A.1.2. The two Central Offices are located at Building 7 & part of Building 8 Benjamin Offices, College Street, Belconnen ACT, and Levels 43 & 44, Melbourne Central Tower, 360 Elizabeth Street, Melbourne Victoria. The total area of the Canberra Office is 5,773 square metres. Levels 43-44 of Melbourne Central Tower are 1556 square metres each with a combined tenancy size of 3,112 square metres.
- A.1.3. Tenderers should note that whilst ACMA has access to "common areas" (ie shared tenancy toilets, foyers, staircases etc) this tender is for leased Tenant Office Areas only. The successful Tenderer will enter into a contractual agreement with ACMA for the Tenant Office Area cleaning services.
- A.1.4. In addition, for Benjamin Offices in Canberra, the successful Tenderer will be invited to enter into a contractual agreement with the Property Manager, Colliers International, for Common Area cleaning services. Specifications for Common Area cleaning for Benjamin Offices are included in this Statement of Requirements. Tenderers should cost these areas in the pricing schedule for Colliers International (Schedule 8).
- A.1.5. Cleaning services during the life of the Contract may be extended to include other properties leased by ACMA. The current ACMA office property portfolio consists of offices in Melbourne, Wodonga, Canberra, Sydney, Newcastle, Coffs Harbour, Brisbane, Rockhampton, Townsville, Cairns, Darwin, Perth, Adelaide, and Hobart.

### **Essential Requirement**

- A.1.6. It is essential for prospective Tenderers to attend a physical Site Inspection of the Benjamin Offices to be held on Wednesday, 6 September 2006, commencing at 10.30 am and the Melbourne Central Tower to be held on Friday, 8 September 2006 at 10.30 am. Attendees must register their names with the Project Officer via e-mail or fax at least two working days before the briefing. A maximum of two (2) persons per prospective tenderer will be permitted to attend the Site Inspection. Only Tenderers who have been registered with the RFT Project Officer as having attended the physical Site Inspection, are allowed to submit Tenders. Tender responses, if any, of Tenderers who have not been registered as having attended the physical Site

Inspection will not be admitted to evaluation and assessment. (*Refer to Sub-clause 5.4.1*)

- A.1.7. Contract Prices for the first twelve months of the proposed Contract shall be firm. Applications for price variations may be submitted by the Contractor once every twelve months following the completion of the first twelve month period of the Contract.

## **A.2 Services to be performed**

- A.2.1. The Cleaning Services to be provided and performed by the Contractor on a scheduled and regular basis are to cover the following:
- a) Daily Cleaning Services, which includes day cleaning (Canberra commencing at 6.00am) and night cleaning (Melbourne commencing at 6.00pm);
  - b) Weekly Cleaning Services;
  - c) Monthly Cleaning Services;
  - d) Three Monthly Cleaning Services;
  - e) Six Monthly Cleaning Services; and
  - f) Twelve Monthly Cleaning Services.
- A.2.2. A schedule is to be supplied by the contractor setting out the time frame for performance of the periodic cleaning services (ie daily, weekly, monthly, three monthly, six monthly and twelve monthly cleaning services) within thirty (30) days of the execution of the contract and annually thereafter for the life of the contract. This schedule may be reviewed as required provided the Project Officer is consulted and approves the changes proposed.
- A.2.3. The contractor is to provide work method statements in relation to the provision of cleaning services.
- A.2.4. In addition to the Twelve Monthly Cleaning Requirements, the Contractor may also be required to provide “Emergency Cleaning Services” and/or “Special Cleaning Services” to ACMA on an “On Call” or “As and When Required Basis”. “Emergency Cleaning Services” or “Special Cleaning Services” do not form part of the scheduled and regular Cleaning Services, and are not included in and do not form part of the Contracted Price per annum.
- A.2.5. The Contractor is required to comply with Australian Standard AS/NSZ 3733-1995 in providing Cleaning Services to commercial carpeting in the Building Premises.
- A.2.6. The Contractor is to provide material data sheets detailing machinery and equipment and any chemicals that are to be used in the provision of cleaning services within 7 days of commencing the contract.

A.2.7. Cleaning machinery, plant and equipment are to be maintained in accordance with relevant standards. Maintenance records of the equipment are to be made available if and when requested by the Contract Manager. Electric-powered machinery used for the Cleaning Services must be inspected regularly and periodically for safe operation in accordance with Australian Standard AS/NS 3760-2003.

A.2.8. The Contractor must provide a copy of this Statement of Requirements to each of its current and new employees carrying out the Services in relation to this Contract.

**A.2.9 Daily Cleaning Requirements – ACMA Tenant Office Area (To be costed in Schedule 7)**

A.2.9.1. Tenant Office Areas:

- a) Remove litter, spillages etc
- b) Spot vacuum clean all carpet areas daily in accordance with AS/NZS 3733-1995. Chairs are to be moved during this operation.
- c) Remove all marks from internal glass.
- d) Spot clean with a damp mop as necessary all resilient and laminated floors.
- e) Executive Areas are to receive a full daily clean as detailed below:

Executive Offices

- Remove litter, spillages etc;
- Vacuum clean all carpet areas daily;
- Remove all marks from internal glass; and
- Remove surface dust, finger marks, smears, spots and stains from furniture, equipment and fittings.

Executive toilets & bathrooms

- Mop and wash with warm water containing an approved cleansing agent on all tiled floor and wall surfaces. Soaps must not be used;
- Wash toilet floors and urinal free from surface dirt with germicidal detergent and disinfectant. Soap is not to be used;
- Remove stains and spillage from all toilet fixtures and surrounding walls and skirting surfaces with an approved disinfectant and cleaning agent;
- Clean toilet seats, topside and underneath, pedestal and toilet bowl with an approved disinfectant and cleaning agent;
- Clean and disinfect urinals and strainer cups. Steel wool is not to be used;
- Clean shower areas thoroughly including shower recesses, glass, bench tops, hand basins, wall mirrors, piping, seating etc;

- Particular attention is to be paid to ensure there are no stains, build up of dirt etc to taps, basin outlets, toilet cisterns or any other fitting;
  - Remove all marks and graffiti from mirrors, all doors, walls and washable paintwork;
  - Fill paper towel and liquid soap dispensers and replace toilet rolls; and
  - Empty waste and recycling bins and replace bin liners as necessary.
- f) Vacuum clean all fittings and corners and any areas which cannot be mopped.
- g) Return any furniture moved by cleaners to correct locations.
- h) Sick Rooms, Carers Rooms and Meeting Rooms, to be checked and cleaned as required.

#### **A.2.9.2. Tenant Kitchens and Staff Amenities**

- a) Spot clean to remove all litter, spillages and mop where necessary.
- b) Damp wipe free of noticeable stains, spillage and marks, all benches, cupboard doors, walls, external surfaces of fridges, stoves, microwaves, dishwashers, hot water systems and any other fittings.
- c) Empty compost, recycling and non-recycling bins from each floor and deposit into the hoppers provided. Bin liners must be provided by the Contractor and replaced when considered necessary. The bin liners **MUST** be 100% cornstarch compostable bags.
- e) Fill/replace paper towel supplies.

**Note:** All non-recyclable, recyclable and compost waste bins are located in central pick-up points on each floor in the Melbourne office and Building 7 of the Benjamin Offices in Canberra. There are individual rubbish bins provided at each desk on Level 4 of Building 8 as well as in the kitchen. All bins must be emptied on a daily basis. ACMA is in the process of finalising the roll out of its Environmental Management System (EMS) which could result in the removal of individual rubbish bins on Level 4 of Building 8 and the introduction of non-recyclable, recyclable and compost waste bins in one central location. The Contractor **MUST** supply and replenish kitchen paper towel dispensers with unbleached recyclable paper toweling measuring 370mm x 240mm.

#### **A.2.9.3. Tenant Furniture, Equipment and Fittings**

- a) Remove surface dust, finger marks, smears, spots and stains.
- b) Remove dead insects and litter from window frames and sills.
- c) Remove dust and finger marks where necessary on all glass doors, viewing glass and partitions on both sides.

- d) Remove finger marks, smears from around wall switches, doorknobs and all metal work as required.
- e) Clean stainless steel surfaces where necessary. Abrasive materials must not be used.

#### **A.2.9.4. Tenant Waste Removal**

- a) Remove cardboard boxes, non-recyclable, recyclable and compost waste and put into the hoppers provided. Cardboard boxes to be flattened prior to placing in hopper.
- b) Maintain areas surrounding waste hoppers in a neat and tidy condition, sweep if necessary.

#### **A.2.10 Daily Cleaning Requirement – Property Manager Common Areas (To be costed in Schedule 8)**

##### **A.2.10.1 Property Manager Common Areas – Toilets and bathrooms**

- a) Mop and wash with warm water containing an approved cleansing agent on all tiled floor and wall surfaces. Soaps must NOT be used.
- b) Wash toilet floors and urinals free from surface dirt with a germicidal detergent and disinfectant. Soap must NOT be used. Where mopping is not sufficient to give a good appearance the floor should be scrubbed.
- c) Remove stains and spillage from all toilet fixtures and surrounding walls and skirting surfaces with an approved disinfectant and cleaning agent.
- d) Clean toilet seats, topside and underneath, pedestal and toilet bowl with an approved disinfectant and cleaning agent.
- e) Clean and disinfect urinals and strainer cups. Steel wool is not to be used.
- f) Clean shower areas thoroughly including shower recesses, glass, bench tops, hand basins, wall mirrors, piping, seating etc.
- g) Particular attention is to be paid to ensure there are no stains, build ups of dirt etc to taps, basin outlets, toilet cisterns or any other fitting.
- h) Remove all marks and graffiti from mirrors, all doors, walls and washable paintwork.
- i) Fill paper towel and liquid soap dispensers and replace toilet rolls.
- j) Empty waste and recycling bins and replace bin liners as necessary.
- k) Remove dust and stains from all equipment, windowsills, tops of dividing partitions and walls.

**Note:** Cleaning equipment used in toilets must NOT be used in other areas and must be colour coded and the detail of the colour coding supplied to the Project Manager.

The Contractor MUST supply and replenish liquid soap, 2 ply, white, 400 sheet toilet paper and recycled paper towelling.

#### **A.2.10.2 Property Manager Common Areas – Entry Foyers, Lift Lobbies and Lifts and Staircases.**

- a) Remove litter, spillages etc in all areas.
- b) Spot vacuum clean all carpet areas daily in accordance with AS/NZS 3733-1995. Furniture is to be moved during this operation.
- c) Spot clean with a damp mop as necessary all resilient and laminated floors.
- d) Remove all marks from internal windows, door glass and all inside sidewalls in lifts.

#### **A.2.10.3 Property Manager Common Areas - Furniture, Equipment and Fittings**

- a) Remove surface dust, finger marks, smears, spots and stains.
- b) Remove dead insects and litter from window frames and sills.
- c) Remove finger marks, smears from around wall switches, doorknobs and all metal work as required.
- d) Clean stainless steel surfaces where necessary. Abrasive materials must not be used.

#### **A.2.11 Weekly Cleaning Requirements - ACMA Tenant Office Area (To be costed in Schedule 7)**

##### **A.2.11.1 Tenant Office Areas**

- a) General office carpet areas are to be fully vacuumed with an appropriate vacuum cleaner with required nozzle attachments to ensure all edges, corners and space under equipment are cleaned in accordance with the standard specified.
- b) Remove dust and litter from, and spot clean and remove stains from all furniture, equipment, windowsills, and tops of dividing partition walls. Includes cleared desktops and tables - do not disturb files, papers, etc.
- c) Conference room tables are to be cleaned with an approved polish or other suitable product. Silicon based products are not to be used.
- d) Dust internal ledges to a height of two metres where necessary (ceilings walls, glass safety railings, loading docks and fire stairs etc.)

- e) Damp wipe furniture and equipment (including desks, tables, chairs of vinyl or leather and telephones) removing solid build-up, stains and finger marks.
- f) Damp wipe all cupboard and book cabinet glass (both sides) to ensure a clear non-streaky finish.

#### **A.2.11.2. Tenant Kitchens and Staff Amenities**

- a) Vacuum or sweep then mop all hard floor surfaces and vacuum clean all carpets. Tables and chairs are to be moved and returned during this operation.
- b) Clean all wall tiles, sinks and strainers, taps and metal piping and polish to a high sheen. Abrasive materials must not be used.

#### **A.2.12 Weekly Cleaning Requirement – Property Manager Common Areas (To be costed in Schedule 8)**

##### **A.2.12.1 Common Areas – Entry Foyers, Lift Lobbies and Lifts and Staircases.**

- a) Foyer, lift lobbies and lift carpet areas are to be fully vacuumed with an appropriate vacuum cleaner with required nozzle attachments to ensure all edges, corners, space under equipment are cleaned in accordance with the standard specified.
- b) All resilient and hard floors in foyers and lift lobbies are to be swept and mopped. Remove stains from surfaces.
- c) Remove dust and litter from, and spot clean all furniture, equipment, windowsills, tops of dividing partition walls and remove stains. Includes cleared desktops and tables - do not disturb files, papers, etc.
- d) Dust internal ledges to a height of two metres where necessary (ceilings walls, glass safety railings, loading docks and fire stairs etc.)
- e) Damp wipe all cupboard and book cabinet glass (both sides) to ensure a clear non-streaky finish.

#### **A.2.13 Monthly Cleaning Requirements - ACMA Tenant Office Area (To be costed in Schedule 7)**

##### **A.2.13.1 Tenant Office Areas**

- a) Vacuum with suitable nozzle attachment all cloth upholstery training and conference chairs. Report stains to Contractor's Supervisor for spot cleaning.
- b) Clean wall and door vents.
- c) Damp wipe using a non-abrasive cleaning agent all finger marks and smears from around wall switches, doorknobs and all metal work.

- d) Remove stains from all floor surfaces.
- e) Disinfect all non-recyclable, recyclable and compost waste bins.

**A.2.14 Monthly Cleaning Requirement – Property Manager Common Areas (To be costed in Schedule 8)**

**A.2.14.1 Common Areas – Entry Foyers, Lift Lobbies and Lifts and Staircases.**

- a) Vacuum with suitable nozzle attachment all cloth upholstery chairs. Report stains to Contractor’s Supervisor for spot cleaning.
- b) Main foyer entry glass to be cleaned both sides.
- c) Clean wall and door vents.
- d) Damp wipe using a non-abrasive cleaning agent all finger marks and smears from around wall switches, doorknobs and all metal work.
- e) Remove stains from all floor surfaces.

**A.2.16 Quarterly Cleaning Requirements - ACMA Tenant Office Area (To be costed in Schedule 7)**

**A.2.16.1 Tenant Office Areas**

- a) Dust all venetian blinds and wipe free of spillage. Venetian blinds must not be removed unless prior approval is obtained from the Project Manager.
- b) Vinyl floor areas in tenant kitchen to be stripped and sealed – Melbourne office.

**A.2.17 Quarterly Cleaning Requirement – Property Manager Common Areas (To be costed in Schedule 8)**

**A.2.17.1 Common Areas – Entry Foyers, Lift Lobbies and Lifts and Staircases.**

- a) Dust all venetian blinds and wipe free of spillage. Venetian blinds must not be removed unless prior approval is obtained from the Project Manager.

**A.2.18 Six Monthly Cleaning Requirements - ACMA Tenant Office Area (To be costed in Schedule 7)**

**A.2.18.1 Tenant Office Areas**

- a) Clean internal partition glass (both sides) - damp wipe to ensure clear non-streaky finish.
- b) Vacuum with suitable nozzle attachment all cloth upholstery clerical and visitors chairs. Report stains to Contractor’s Supervisor for spot

cleaning.

- c) Clean ceiling air-vents and air-conditioning diffusers.
- d) Remove all cobwebs, dust and grime from window ledges and frames.

**A.2.19 Six Monthly Cleaning Requirement – Property Manager Common Areas**  
*(To be costed in Schedule 8)*

**A.2.19.1 Common Areas – Entry Foyers, Lift Lobbies and Lifts and Staircases.**

- a) Clean internal partition glass (both sides) - damp wipe to ensure clear non-streaky finish.
- b) Clean ceiling air-vents and air-conditioning diffusers.
- c) Remove all cobwebs, dust and grime from window ledges and frames.

**A.2.20 Annual Cleaning Requirements - ACMA Tenant Office Area** *(To be costed in Schedule 7)*

**A.2.20.1 Tenant Office Areas**

- a) Clean washable walls including partition doors and ledges by an approved method. Abrasive cleaning agents are not to be used.
- b) Clean the readily accessible interiors and exteriors of all lamp and fluorescent light fittings, shades and fanlights.
- c) Carpets to be cleaned, by shampooing, jet extraction, dry foam or similar method as approved and directed by the Project Manager – this task is to be carried out after normal business hours at a time agreeable to the Contractor and Project Manager.

**A.2.21 Annual Cleaning Requirement – Property Manager Common Areas**  
*(To be costed in Schedule 8)*

**A.2.21.1 Common Areas – Toilets and bathrooms**

- a) Provide a full deep cleaning service on all toilets, urinals and showers.

**A.2.21.2 Common Areas – Entry Foyers, Lift Lobbies and Lifts and Staircases.**

- a) Clean washable walls including partition doors and ledges by an approved method. Abrasive cleaning agents are not to be used.
- b) Clean the readily accessible interiors and exteriors of all lamp and fluorescent light fittings, shades and fanlights.
- c) Wipe all dust off the top of pipes, along the roof of all basement corridors.

- d) Carpets to be cleaned, by shampooing, jet extraction, dry foam or similar method as approved and directed by the Contract Manager – this task is to be carried out after normal business hours at a time agreeable to the Contractor and Project Manager.

#### **A.2.21.3 Tenant Office Areas and Property Manager Common Areas**

- a) All interior window surfaces are to be thoroughly cleaned annually ensuring a clear non-streaky finish. This task is to be carried out at a time agreeable to the Property Manager, Project Manager and Contractor. Tenderers should cost this service in the pricing schedule for the Property Manager - Colliers International.

**Note:** Where applicable stepladders are to be used in accordance with Occupational Health and Safety, Work Cover and Award conditions.

#### **A.2.22 Emergency Cleaning Services and/or Special Cleaning Services (To be costed in Schedule 9)**

A.2.22.1 In addition to the scheduled cleaning above there may be circumstances where Emergency Cleaning Services and/or Special Cleaning Services are required. This may include but is not limited to:

- a) A full clean of a designated area/s following refurbishment/fit out works;
- b) Emergency cleaning;
- c) Carpet cleaning of designated areas by request by shampooing, jet extraction, dry foam or similar method; and
- d) Carpet anti static treatment

**Note:** This cleaning does not form part of the contract price. A quotation will be sought for these services based on the costings detailed in Schedule 9 as required and the work invoiced separately. The work should only be carried out at the direct request of the Project Manager.

#### **A.2.23 General**

A.2.23.1 The following general rules and conditions should be observed:

- a) All cleaning must be thoroughly and carefully completed as directed;
- b) All cleaning materials must be kept clean – mops and buckets must be cleaned and washed after use;
- c) Cleaning rooms must be kept clean and tidy;
- d) Any failures to complete scheduled cleaning because of equipment/furniture etc blocking the way, locked doors etc should be reported to the Project Manager;

- e) Ammonia, sodium hypochlorite and alcohol based cleaning products shall not be used; and
- f) The Client Manager shall ensure that each person employed by him in or in connection with the performance of the cleaning services signs on entering and leaving the premises in which the cleaning services are being performed an attendance book made available by the ACMA.

### **A.3 Time frame**

- A.3.1 The resultant contract is expected to commence in early November 2006 for a period of 3 years, unless extended in accordance with the extension options.

### **A.4 Contract management**

- A.4.1 The Commonwealth expects the successful Tenderer to manage the relationship pro-actively and to provide a Client Manager at a senior level in addition to the specified personnel or subcontractors delivering the requirements. As a minimum requirement, the Commonwealth expects that ACMA will hold regular monthly meetings with the Client Manager as part of the performance assessment cycle. Other meetings will be held on an as required basis at a time mutually suitable both the Project Manager and Client Manager.

## **Schedule 2: Draft Contract**

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See separate file for draft Contract

### Schedule 3: Statement of Compliance

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**STATEMENT OF COMPLIANCE**

To be read in conjunction with clause 3.13 of the RFT. A response including any requested information, must be provided against each of the relevant clauses or schedules in the Statement of Requirements and Draft Contract listed below. If appropriate, compliance may be indicated against groups of clauses, e.g. clauses 2.1 to 2.5 inclusive – “complies”. A summary list of clauses in respect of which there is non-compliance should also be provided.

<b>Clause/Schedule</b>	<b>Compliance Statement</b>	<b>Cross Reference</b>	<b>Remarks</b>

**Schedule 4: Response Cover Sheet**

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**RESPONSE COVER SHEET**  
**REQUEST FOR TENDER FOR THE PROVISION OF**  
**TENANT CLEANING SERVICES**  
**FOR THE**  
**AUSTRALIAN COMMUNICATIONS AND MEDIA AUTHORITY**  
**RFT No. 05/ACMA016**

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**TENDER CLOSING TIME: 3.00 PM 22 SEPTEMBER 2006**

**NAME OF TENDERING ENTITY:**

.....

**ACN, ABN or ARBN NUMBERS:** .....

**NAME OF CONTACT PERSON:**

.....

**ADDRESS:** .....

.....

**TELEPHONE:** .....

**FACSIMILE:** .....

**MOBILE:** .....

**EMAIL ADDRESS:** .....

**Schedule 5: Profile of Tenderer**

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**PROFILE OF TENDERER**

**The Tenderer must provide the following information:**

1. Tenderer's full name:

.....

2. Any trading or business name:

.....

3. If a company:

- the registered office:

.....

- the principal place of business:

.....

- the date and place of incorporation:

.....

4. If an Australian company, the ACN:

.....

and ABN:

.....

5. Individual shareholders holding 20 percent or more of any issued share capital:

.....

.....

6. Related bodies corporate within the meaning of the *Corporations Act 2001*:

.....  
.....  
.....

7. For a foreign firm or company, details of the place of business in Australia and the name of any Australian representative:

.....  
.....  
.....

8. Particulars of any petition, claim, action, judgment or decision which is likely to adversely affect your capacity to provide the requirements (goods and/or services):

.....  
.....

9. The Tenderer must state the postal address, telephone number, fax number and email address of its office in Canberra (if applicable):

.....  
.....  
.....

10. Provide the address of the Tenderer's offices in other States and Territories:

State	City	Address
NSW	Sydney Newcastle Coffs Harbour	
VIC	Melbourne Wodonga	
SA	Adelaide	
QLD	Brisbane Cairns Rockhampton Townsville	
NT	Darwin	
WA	Perth	
TAS	Hobart Quoin Ridge	

11. Where the Tenderer does not have an office of its own in the locations listed in item 10, specify those arrangements the Tenderer proposes to put in place and provide the name, location and address.

.....  
 .....  
 .....

## **Financial Information**

Provide copies of Annual Balance Sheets and Profit and Loss Statements with the appropriate accompanying notes for the previous 3 financial years. Where the Tenderer is part of a group of companies, provide those documents or the equivalent information relating to the Tenderer as a single entity. This information must be provided whether the organisation is a registered company (including non reporting entities), partnership or sole trader.

For the avoidance of doubt where the Tenderer is a subsidiary, the Tenderer is to provide full details of the legal and financial relationship between the tendering party and the parent entity.

Provide details of any other matters relating to the commercial, technical or financial capacity of the Tenderer which may materially affect the Tenderer's ability to perform any of the obligations under the Draft Contract, including any significant events, matters or circumstances which have arisen since the end of the last financial year.

## **Schedule 6: Tenderer's Declaration**

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### **A.1 Offer**

- A.1.1 The Tenderer undertakes to participate in the RFT process in accordance with the RFT, subject to the Statement of Compliance in Schedule 3 and on the basis of the Tender.
- A.1.2 The Tender constitutes a complete offer (the Offer) relating to all matters required for the completion of the contract, and accordingly is capable of immediate acceptance by the Commonwealth so as to form a binding contract.
- A.1.3 Where the Tender includes alternative proposals each feasible combination of alternatives shall be deemed a separate, valid Offer, and the succeeding provisions of this declaration apply accordingly.
- A.1.4 An Offer shall remain open for acceptance by the Commonwealth for the Offer Period.
- A.1.5 In the event of acceptance of the Offer, the Commonwealth may require the Tenderer to execute a contract without entering into further negotiation.
- A.1.6 To the extent that the Tender does not constitute complete information relating to matters required for the completion of the Draft Contract, the Commonwealth may complete the contract at its reasonable discretion for the purposes of a contract, and the Tenderer shall execute the contract.
- A.1.7 In this RFT, terms not otherwise defined shall have the meaning ascribed to them in the RFT.

**EXECUTED AS A DEED POLL** for the benefit of the Commonwealth

Dated this **^insert day^** of **^insert month^** 200**^insert year^**

SIGNED SEALED AND )  
DELIVERED by **^insert name of** )  
Tenderer^ by its duly authorised )  
representative: )  
 )

\_\_\_\_\_

**^Insert name of signatory^**

\_\_\_\_\_

\_\_\_\_\_

**^Insert position of signatory^**

*Signature*

In the presence of: )  
 )  
\_\_\_\_\_ )

**^Insert name of witness^**

\_\_\_\_\_

*Signature*

**Schedule 7: Tenderer's Prices for ACMA Tenant Office Areas**

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<b>Service</b>	<b>No. of Employees per day</b>	<b>No. of Hours per day</b>	<b>Hourly Rate</b>	<b>Cost per annum</b>
Daily Cleaning				\$.....
Weekly Cleaning				\$.....
Monthly Cleaning				\$.....
Quarterly Cleaning				\$.....
Six Monthly Cleaning				\$.....
Annual Cleaning				\$.....
Staff Amenity Supplies				\$.....
<b>Total per annum</b>				<b>\$.....</b>

**Schedule 8: Tenderer's Prices for Common Area Cleaning, Benjamin Offices**

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<b>Service</b>	<b>No. of Employees per day</b>	<b>No. of Hours per day</b>	<b>Hourly Rate</b>	<b>Cost per annum</b>
Daily Cleaning				\$.....
Weekly Cleaning				\$.....
Monthly Cleaning				\$.....
Quarterly Cleaning				\$.....
Six Monthly Cleaning				\$.....
Annual Cleaning				\$.....
Toilet Supplies				\$.....
<b>Total per annum</b>				\$.....

## **Schedule 9: Tenderer's Prices for Emergency or Special Cleaning Services**

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<b>Item of service</b>	<b>All-inclusive cost/rate (labour, materials &amp; supplies)</b>
Full clean of designated areas following refurbishment/fitout works	\$.....per metre <sup>2</sup>
Emergency cleaning (business hours/days)	\$.....per hour
Carpet cleaning by shampooing, jet extraction, dry foam or similar method	\$.....per metre <sup>2</sup>
Carpet anti-static treatment	\$.....per metre <sup>2</sup>