



Department of
HOUSING AND WORKS

User Manual

(incorporating Buyers Guide)

Schedule of Rates Zone Maintenance Contracts for Non- Residential Buildings 2006 - 2008

for

Whole of Government

**Covering the Metropolitan and Peel
regions**

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GLOSSARY OF TERMS

Throughout this Guide, the following interpretations of terms apply except where the context implies otherwise:

BUILDING OCCUPANT	The officer in charge of the facility.
BUSINESS DAY	Normal working hours between 7.30am to 5.00pm Monday to Friday exclusive of gazetted public holidays.
BUYING RULES	Rules incorporating the State Supply Commission buying rules modified by DHW or as may change from time to time by which DHW and agencies have to comply with when purchasing.
BUYER	The legal entity issuing the purchase order on the contractor. For the Department of Housing and Works it is either the Principal (Minister for Works) or the State Housing Commission. Other government agencies may be the Buyer, but must nominate the legal entity when placing the purchase order.
BUY ON BEHALF	A method of buying where DHW will arrange work on behalf of the agency, make payment direct to the contractor on behalf of the agency and recoup money from the agency.
CONTRACT AUTHORITY	Is the relevant statutory authority, through which an agency can buy in a self serve model. Its powers to contract are derived from its enabling legislation or from the State Supply Commission. For DHW contracts, the Contract Authority is the Minister for Works.
CLIENT	The corporate client includes the client agency's staff who are located in the client agency's central office and who have portfolio responsibilities for the facilities. The corporate client may include staff such as the Director, Asset Management representative or the Asset Manager.
DHW BREAKDOWN REPAIR SERVICE	The service delivering a reactive maintenance which includes quality assurance and financial authorisation of works.
DO AND CHARGE	Contractors attend the site, complete the job and invoice the Buyer. The costs are based on the time spent on the job and materials used.
FINANCIAL LIMITS	Are monetary thresholds set by DHW which a zone contractor should comply with before proceeding with the job. Other government agencies should apply their own policies as appropriate.
ONE CALL CENTRE	DHW contractor responsible for receiving breakdown service requests and the subsequent issue of Work Orders and Purchase Orders.
ZONE	An area with non-specific boundaries that includes the premises for which a contractor will generally have exclusive rights to perform breakdown repair services for their trade.
SELF SERVE	A method of buying from contracted standing arrangements not involving DHW. Buyers arrange the work and make payments direct to the contractor.

TRADE CATEGORY	Classification of trades based on the specific nature of the breakdown e.g. carpenter, plumber, and electrician.
SCHEDULE OF RATES	This is a comprehensive list of rates inclusive of labour and materials costs for a number of commonly performed works compiled by DHW for use in zone contracting.
SERVICE ARRANGERS	An organisation that provides advice, establishes contracts and manages contracts on behalf of government agencies through a separate contract with the Principal.
CONTRACT MANAGER	The Senior Contract Manager, Properties and Facilities Management Branch, DHW
CUSTOMER	The building occupier(s)
DHW	The Department of Housing and Works
GENERAL CONDITIONS	The General Conditions of Contract for the Supply of Goods and / or Services (July 2005 V1.1), a copy of which can be viewed and down loaded at www.dtf.wa.gov.au (Government Procurement – Templates & Conditions).
USER	The government agency Contract Manager/Officer.
PRINCIPAL	<p>The Principal to the transaction contract is determined by the agency's governing legislation: viz: the State of Western Australia (for a department) or the relevant statutory authority when the contract is covered by an exemption under the <i>State Supply Commission Act</i> or is being carried out under the agency enabling legislation; the State Supply Commission (or a delegate of the Commission) when the contract is above the relevant exemption under the <i>State Supply Commission Act</i>.</p> <p>Principal to the contract is the Minister for Works.</p>

INTRODUCTION

This contract is for use by DHW and other government agencies for Breakdown Repair Services to non-residential buildings. Some residential buildings are within the scope of the contract, these include DSC group homes and hostels.

The purpose of this Buyers Guide is to provide information to assist Contract Managers/Officers in State Government agencies in the process of engaging zone contractors to perform breakdown repair work. The Guide also explains how to engage a zone contractor, procedures for making payments and allows these officers to understand the operation of this contract and their responsibilities.

BACKGROUND

Schedule of Rates Zone Maintenance Contracts for non-residential buildings is a new strategy adopted by DHW and is part of the larger whole of government building maintenance procurement reform initiatives. Schedule of Rates Zone Contracting is established and managed by DHW and is one of the deliverables.

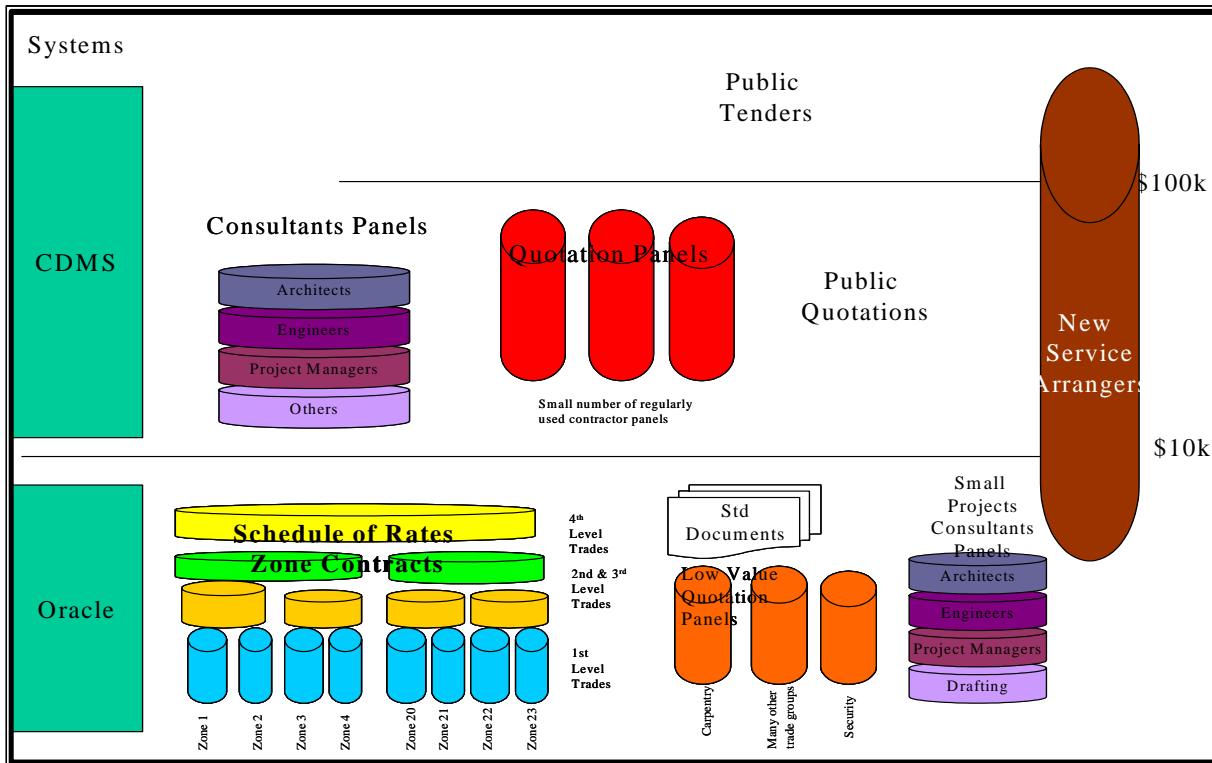
The intent through the procurement process is to establish a viable and cost effective breakdown maintenance service through qualified zone contractors who would generally have exclusivity of service in their trade group for their zone/s. The zone contractor would be responsible for all breakdowns, 24 hours a day 7 days per week including attendance to all after hours breakdowns.

OBJECTIVES

This new initiative will deliver increased efficiency and savings through better service delivery and enhanced customer satisfaction.

PROCUREMENT TOOL BOX

Schedule of Rates Zone Contracting is but one part of a comprehensive building maintenance



procurement tool box illustrated above. Separate contracts and Buyers Guides exist for each part of the tool box.

SCOPE OF CONTRACT

Zone contracting will operate solely in the Breakdown Repair Services area and will be based on:

- Providing exclusivity of work to a contractor within a zone; and
- Schedule of rates pricing, or time and materials “do and charge”.

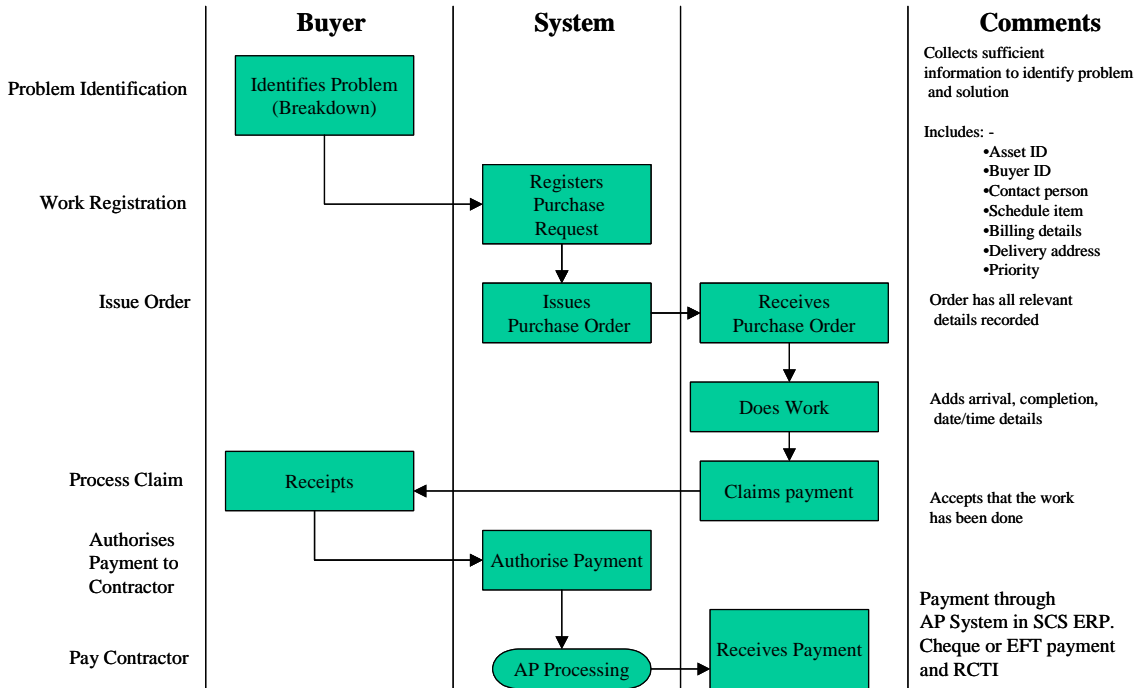
There are 2 models for buying a Breakdown Repair Service under Schedule of Rates Zone Contracts:

1. A Self Serve model in which an agency can pick and buy the Breakdown Repair Service directly from the zone contractor. The contractor will submit his/her invoice direct to the agency who will process the claim and make payment direct to the contractor.
2. A Via DHW model in which DHW will arrange work on behalf of the agency, make payment direct to the contractor on behalf of the agency and recoup money from the agency.

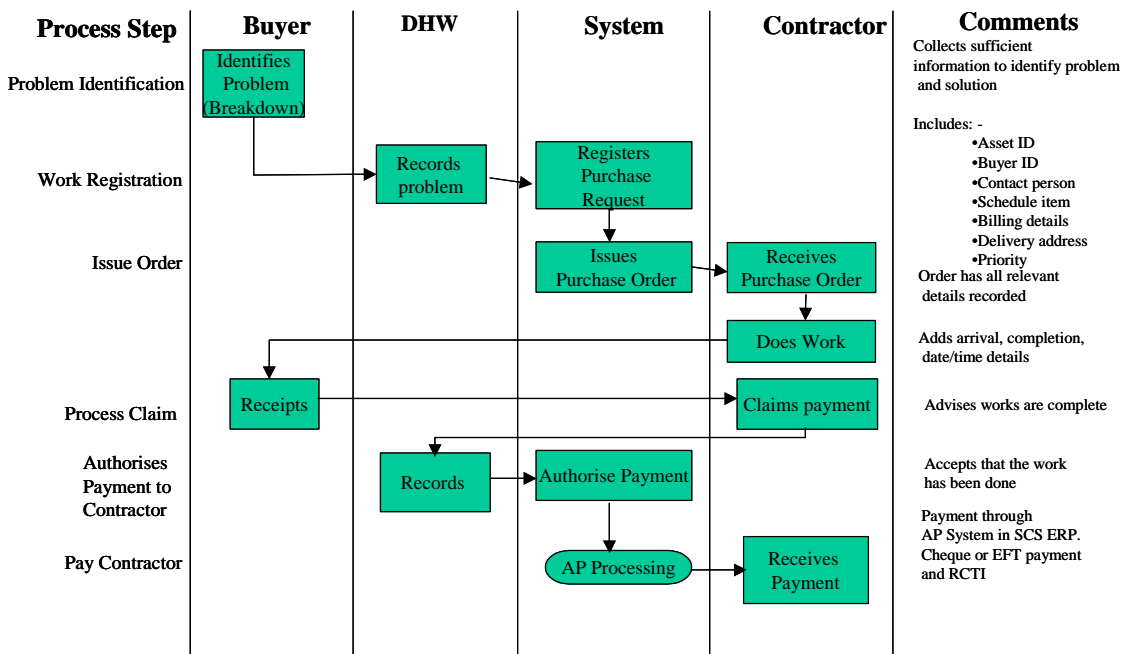
The administration arrangement is for an agency (or more particularly an appropriately authorised employee in an agency) to contact a pre-arranged or pre-qualified contractor to perform some (simple) maintenance work, and to pay the contractor from the agency's own budget, without unnecessarily involving DHW in the transaction.

The diagrams on the following page depicts how these 2 models work.

BUYING A BREAKDOWN REPAIR SERVICE – SELF SERVE



BUYING A BREAKDOWN REPAIR SERVICE—VIA DHW



ZONES

DHW has created 10 zones across the greater metropolitan area including the Peel Region. The central business district is currently excluded from the zones as are some government premises that are covered by overlapping maintenance contracts.

WHICH ZONE AM I IN

A list of premises/sites for each zone is provided on the DHW website at www.dhw.wa.gov.au under the Whole of Government menu. DHW at its reasonable discretion may add or delete premises/sites from a zone. Additionally, other Government agencies may choose to procure breakdown repair services through this contract. When this occurs, the Contractor will extend their services under the same terms and conditions of this Contract and charge in accordance with the Schedule of Rates if applicable, or “do and charge” rates.

There will be a trade based (e.g. electrical, plumbing and gas, building services) contractor for each zone who will have total responsibility for Breakdown Repair Services including after-hours work. The zone contractor may also be responsible for routine maintenance within the zone for some selected trades. The zone contractor will generally charge for work at prices derived from the Schedule of Rates. Zones will be sized to meet the Government’s requirements and the capacity of the zone contractor to maintain a service quality benchmark.

WHAT IF WHAT I WISH TO BUY ISN’T ON THE SCHEDULE OF RATES

Where a Schedule Item is not available for work items, the Contractor is engaged in the same way but will charge on the basis of labour and materials used. The labour component will be charged in units of 15 minutes for which a Schedule Item has been allocated. Materials will be charged at cost plus 10% inclusive of GST; where cost is determined as being the best available trade price to the Contractor. The Contractor must provide invoices for material purchases with their invoice for the work.

HOW DO I ASSIST DHW TO MEET MY REQUIREMENTS

DHW has the right (using its reasonable discretion) to carry out the following changes during the currency of the contract:

- Include new items to the Schedule of Rates.
- Amend descriptions and/or price to existing items to the Schedule of Rates.
- Delete items from the Schedule of Rates.

TRADE GROUPS

This contract covers the following trade groups. Below is a synopsis of each trade group.

Electrical

Includes replacement of lamps, light fittings, switches, power points, fuses and LCDs.

Glazing

Includes repairs to windows, glazed doors, flyscreens, showerscreens and mirrors.

Mechanical

Includes refrigerated airconditioning systems, coolrooms, roof mounted exhaust fans.

Building Services

Building services generally includes all work relating to: -

1. Sub structure
2. External walls
3. Windows, excluding glazing, includes flyscreens and furniture
4. Internal and External doors, excludes locks and auto doors, includes door furniture
5. Roof, excluding roof cladding and roof plumbing and water goods
6. Ceilings
7. Floors, excluding resilient floor finishes
8. Internal Walls.

Building Services generally excludes the following:-

1. Plumbing and Gas Fitting
2. Electrical
3. Glazing
4. Mechanical
5. Locksmiths
6. Painting
7. General Paving
8. Playground & Sport Equipment including indoor sports equipment
9. Pest Control
10. Fencing
11. Signage
12. Anything else generally included in another trade for which schedule of rates zone contracts exist.

Plumbing and Gas

Includes repairs to taps, bathroom/toilet fittings, drainage, cleaning of blockages, domestic gas items e.g. stoves, heaters and hot water systems. Exclusions are roof plumbing and commercial gas fitting.

Fencing

Includes repairs to hardiflex, colourbond and timber fences, cyclone mesh, fencing and gates.

Tree Management

To manage flora through selective pruning to ensure that damaged trees do not pose a danger to the public and to enhance the longevity of trees.

Roof Plumbing

Includes repairs to gutters, downpipes, repair of roof leaks which may include metal sheet and tiling repair.

Evaporative Cooling

Includes evaporative systems including motors, pads, solenoids, controllers, air diffusers and ducts.

Locksmiths

Includes repair and replacement of locks (restricted keys issue)

Electronics

Maintaining P.A. systems and minor security systems.

General Paving

Includes repair of pot holes in limestone, bitumen, concrete, linemarking, brick paving including lifting and relaying of bricks paving.

Sport and Playground Equipment

Repairs to internal and external sport and playground equipment.

Reticulation

Includes repair of sprinklers, solenoids, controllers, distributor pipes – PVC or polypipe.

Pool Maintenance

Repairs to pools and pool equipment including pumps, filters, disinfection equipment, specialist pool equipment and fittings and minor associated building repairs.

Graffiti Removal

Removal of graffiti using methods appropriate to the surface.

Signage

Various signs e.g room numbers, names, logos, crests, plaques.

Commercial Gas Fitting

Includes commercial gas units, commercial canteen stoves, boilers, central heating systems.

Pest Control

Eradication of various pests e.g. spiders, cockroaches, fleas, rats, rodents, vermin and nesting birds.

ZONE CONTRACT TERM

Subject to early termination, the contract will be in force for a period of 2 years with 2 x 1 year options for extension with ongoing yearly review at the Principals' discretion.

HOW DOES THE BUYER PLACE AN ORDER

The Contractor may receive an order for work from the One Call Centre or direct from a government agency (refer Procedures Manual). When an order is received from the One Call Centre, the Contractor shall invoice DHW (the Buyer). When a purchase order is placed directly by a Government agency, the invoice must be presented direct to the government agency (the Buyer) that placed the order. The Contractor should identify to the Buyer all the relevant Schedule of Rate items that have been used to complete the job and/or labour and materials.

The Contractor will be provided with a Customer Breakdown Repair Advice (CBRA) booklet, which contains forms that are in triplicate (refer Procedures Manual for correct usage). The Contractor will complete a CBRA form and must include all the relevant Schedule of Rate items (plus a short description) that have been used to complete the job and/or labour and materials. The Contractor will draw a diagonal line through the blank portion of the CBRA immediately following the last entry line. The Buyer will then sign the Customer Breakdown Repair Advice form as a record of the work undertaken.

The Contractor's invoice must reflect all the items in the corresponding CBRA form. Copies of invoices for materials or for the hire of safety equipment that were used on the job must also be provided. It is the Contractor's responsibility to reconcile with the client any additional work included on the invoice but which is not mentioned in the CBRA form. The Contractor will submit to the Buyer, an invoice for the works provided, within fourteen (14) days of work completion.

The Buyer will pay an invoice no later than thirty (30) days from the receipt of the invoice. Where any part of an invoice submitted by the supplier is disputed by the Principal or the Client Agency or cannot be satisfactorily substantiated by the Contractor, and then pending resolution of the dispute or difference, the Buyer shall pay to the Contractor the part of the invoice, which is not in dispute. The disputed portion shall be referred to the dispute resolution process.

Invoicing

On completion of the breakdown repair work, the zone contractor is to invoice DHW or the Buyer within 14 days. Invoicing prior to completion of the works will result in payment for additional works being withheld. A separate valid tax invoice is required for each Purchase Order and should include:

- An invoice number;
- ABN number;
- The date of the invoice;
- The Work Order number;
- The Purchase Order number;
- A clear description of the work performed;
- Schedule of Rates items and description;
- Number of units of time for labour per person (prices from Schedule of Rates);
- When no Schedule of Rates items are applicable then a detailed listing of the materials including make, description and size.

All invoices should have the completed CBRA form attached and any Job Safety Analysis forms if claimed, failing which payment will not be made and the invoice will be returned to the zone contractor. Late invoicing may incur a penalty as per the conditions of contract.

ASSET MANAGEMENT

Contractors must acquire knowledge of the location of unique equipment, services and/or fittings located in the properties included in the Zone applicable to the contract.

Contractors will within 3 months of award of the contract, provide to the Contract Manager a listing of all specialist equipment, services and/or fitting at each facility they are required to service. This listing shall include make, model, location, spare parts, provider and an indication whether they have the service manual for that equipment. The Contractor will also prepare a sketch of the premises indicating the location of special features applicable to the trade.

The Contractor will meet with the Contract Manager to determine the extent of the listing of equipment and the details required to be included on the list. The Contractor will certify every six months that the list is up to date by submitting a new list to the Contract Manager.

CUSTOMER SERVICE CHARTER

DHW is committed to providing its customers with quality services. As these customers are the focus of zone contractors operations it is expected that zone contractors will deliver these services in a reliable and responsible manner. Listening to and understanding the customer's need provides the basis for effective service delivery. The ultimate aim is to deliver services to customers that are timely, cost-effective and appropriate to their needs. Outlined below are the principles of the Customer Charter.

Expectations of Contractors

General

- Contractors must be familiar with the site, buildings and their fixtures and fittings relevant to their contract.
- Contractors will:
 - Act fairly and in good faith;
 - Adopt high ethical standards in their dealings with DHW and its customers;
 - Honour agreements and undertakings;
 - Be courteous to the DHW's employees and its clients and customers at all times;
 - Perform all work under the contract in accordance with this Customer Service Charter.
- Contractors will make appointments with occupants for the purpose of undertaking Breakdown Repair Services work.
- When a contractor first arrives at a customer's premise, the contractor must:
 - Park vehicles within a proper designated parking area;
 - Seek out the customer and show their DHW Identification Card;
 - Seek the customer's permission to undertake the work.
- Contractors will keep the occupants of the building informed on the progress of a Work Order including:
 - Agree an attendance time in consultation with the customer. The contractor will indicate an arrival time as "morning" (7:30 a.m. to 12:00 noon) or "afternoon" (12:00 noon to 5:00 p.m.) or provide a more precise time if agreed with the customer;
 - The contractor will advise the customer of the purpose of the visit;
 - Report progress on the work;
 - Reasons for leaving the site;
 - Estimated return time;
 - Make safe work and part completion and follow up actions required; and complete and sign an attendance log book.
 - Advise of any operational restrictions on the site, buildings or its services because of a partial completion or making the work site safe.
- Contractors will, where possible, undertake the work in time periods that suit the occupant, but still meet the minimum contract performance requirements.
- Contractors will apply the latest industry and trade practices.
- On completion of work the contractor will:
 - Ensure that all access panels; manhole covers, security gates etc are secured.
 - Remove from site all rubbish and debris created as a result of the works. The site is to be tidied and all rubbish removed from site. It is not acceptable to leave waste and rubbish on the premises.
 - Replace all furniture, equipment etc moved during the rectification of the works.
 - Advise the building occupant that work is complete or otherwise.

- Contractors will be courteous at all times. This includes:
 - Acceptable employee personal behaviour;
 - Safe management of the work site;
 - Appropriate use of equipment;
 - Ensuring that the site is left secure;
 - Returning keys to the client;
 - Reporting to the occupant.

Contractors must act in a professional manner at all times.

When visiting or working at a site, (including grounds and buildings) and Department's offices, contractors and their staff will:

- Dress appropriately so that they are of a neat and tidy personal appearance;
- Ensure footwear and clothing is cleaned of mud, wet paint, grease etc before entering a building;
- The contractor will not in action or words do or say things that could be interpreted as intimidating or discriminatory;
- Minimise any disruption to occupants.

Examples of unprofessional behaviour include:

- Offensive language;
- Loud and boisterous behaviour;
- Actions that are likely to give offence;
- Being critical of the client, occupant, Department and other contractors of the occupant and others who are on site.
- Contractors will advise the expected costs for the services provided including:
 - Details of which Schedule of Rates items make up the work;
 - Non Schedule of Rates work; and
 - Any other matter relevant to the cost of the work.
- Contractors will invoice for works promptly following completion of the work.

PERFORMANCE REVIEW OF ZONE CONTRACTORS

DHW will measure the performance of the Contractor and its Personnel, against criteria that include but not limited to the following:-

- Quality of workmanship;
- Responsiveness - the response times shall be as per the Priority category for the job;
- Completeness and accuracy of information provided on invoices and Customer Breakdown Repair Advice (CBRA) forms with the rejection rate used as an indicator;
- Buyer satisfaction;
- The percentage of work charged at the Schedule Rates versus Do and Charge.
- Over servicing or excessive charging; and
- Use of sub-contractors.

Feedback from Clients will be an important source of information from which DHW will assess the Contractor's performance. DHW encourages the Contractor to build enduring business relationships with the Buyers and to deliver a professional and competent service that meets the Buyer's expectations.

DEFAULT

The Contract Authority may terminate the Contract by notice to the Contractor at any time after an Event of Default occurs. Event of Default means the occurrence of any one of the following events:

- the Contractor breaches an obligation under the Contract that cannot be remedied; or
- the Contractor breaches any other obligation under the Contract and that breach is not remedied within 10 Business Days after the Contract Authority gives a notice to the Contractor requiring the breach to be remedied; or
- the Contractor commits 3 breaches of its obligations under the Contract over any 24 month period, whether or not the Contract Authority has given the Contractor notice of any such breaches and whether or not the Contractor has rectified such breaches; or
- representation or warranty made by the Contractor under the Contract Documents is or becomes untrue or is breached; or
- an Insolvency Event occurs in respect of the Contractor; or
- the Contractor ceases, or threatens to cease, to carry on business; or
- the Contractor or any person included in the Specified Personnel is convicted of a criminal offence that is punishable by imprisonment or detention; or
- if the Contractor is a body corporate, the Contractor is convicted of a criminal or statutory offence that is punishable by a fine or penalty of, or exceeding, \$10,000; or
- if in the reasonable opinion of the Contract Authority, the reputation of the Contract Authority, the Buyer, the State of Western Australia or the Government of Western Australia is, or is likely to be, damaged by any act or omission of the Contractor.

The Contractor may terminate this Agreement by giving at least 3 months Notice or Notice equivalent to the period of the Term remaining, whichever is the lesser, during which period the Products and Services must continue to be supplied in accordance with the Contract. On either of the termination or expiration of the Contract, DHW will assume responsibility for all works being carried out under the Contract and make arrangements for the provision of the Products and Services.

If the Principal terminates this Contract the Principal may (acting in its absolute discretion) also terminate any other contracts it has with the Contractor. The Principal may also terminate this Contract, in its absolute discretion, if the Principal terminates any other contracts it has with the Contractor.

DISPUTE RESOLUTION

All disputes arising at any time under the Contract concerning the performance or non-performance by either party of obligations under the Contract, which cannot be resolved by negotiation are to be decided in the following manner:

1. the party which claims there is a dispute must give the other party a written notice setting out the basis of the dispute;
2. within 14 days after notice of the dispute is given the parties must confer at least once to try to resolve the dispute or to agree on methods of doing so. At any such conference each party must be represented by a person having authority to agree on a resolution of the dispute. All aspects of any such conference except the fact that it occurred are taken to be privileged;
3. if the dispute is resolved, the parties must record their agreement in writing signed by both parties;
4. if no agreement is reached then within a further 14 days (or any such other period agreed in writing between the parties) the parties may refer the dispute to mediation to be carried out by a mediator mutually agreed upon between the parties or if they cannot agree by a mediator appointed by the President of the Western Australian Chapter of the Institute of Arbitrators and Mediators. Each party will be responsible for their own costs for such mediation;
5. the mediator's recommendation is not binding on the parties;

6. If after the period referred to in paragraph d) the parties have not referred the dispute to mediation, or if the dispute is not resolved by mediation, either party may pursue arbitration or litigation.

DETAILS OF CONTRACT MANAGER

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