



Southern Cross University

Trades Panel Pre-Qualification

Maintenance and Trade Services

1. Information

1.1. Scope and intended purpose

Southern Cross University invites proponents to pre-qualify as a preferred supplier for providing planned, reactive, routine maintenance services. The University has established a Preferred Supplier Panel (PSP) for the Lismore, Gold Coast and Coffs Harbour campus locations.

The scope accommodates the large range of repairs and service types that are required to maintain the assets of the University, including:

- Emergency repairs and non-scheduled maintenance services
- Planned, scheduled maintenance works for short-term work where no other relevant contract has been put in place and the internal capacity of the University is unable to progress.
- Planned Minor Works (building and construction) up to the value of \$150,000 (incl GST) per instance

The nature of the Contract is a 12-month agreement for a schedule of labour rates per Trade Service and a mark-up % for all materials and parts.

Contractors are invited to submit pricing for qualified trade services at one or more campus locations.

1.2. Response format and content

The response must contain the following documents:

- The Returnable Schedule in excel format with all spreadsheets correctly populated in full (Grey cells) – Mandatory.
- Terms and Conditions Trades Panel Document reviewed with any proposed amendments.

1.3 About Southern Cross University

Southern Cross University is a progressive and connected regional research university. Our campuses are located in New South Wales at Coffs Harbour and Lismore, and the southern Gold Coast at Gold Coast Airport. Most degrees are also available in dynamic online form. The University has a growing research profile, with 24 research fields identified 'at or above world standard' in the most recent national evaluation. Our research strengths include disciplines as diverse as plant genetics, zoology, geoscience, oceanography, engineering, nursing, and complementary and alternative medicine. The University has approximately 15,000 students and 850 staff. Further information about Southern Cross University can be obtained from the following Internet address <http://www.scu.edu.au>

1.4 Evaluation criteria

All responses will be evaluated on criteria determined by SCU, including the criteria set out below. SCU reserves the right, in its absolute discretion, to take account of any other criteria or matters that it considers relevant, and to vary or add to the evaluation criteria at any time. The criteria specified below are not all relevant criteria or considerations that SCU may apply when evaluating an RFT response.

The evaluation criteria may include:

- (a) the extent to which the response accords with SCU's requirements.
- (b) Professional competence based on experience, references, locally based resources, qualifications of key personnel and organisational structure.
- (c) Value represented by the response, taking into consideration labour rates and material mark-up.

1.5 Terms and Conditions

By submitting a proposal, the Proponent expressly agrees to be bound by the Terms and Conditions set out in ATTACHMENT 1.

ATTACHMENT 1 - TERMS AND CONDITIONS

1. Disclaimer

Whilst the information has been formulated with all due care, SCU does not warrant or represent that the information is free from errors or omissions. The information is made available on the understanding that the University and its respective employees and agents, shall have no liability (including liability by reason of negligence) for any loss, damage, cost or expense incurred or arising by reason of any person using or relying on the information and whether caused by reason of any error, omission or misrepresentation in the information or otherwise.

Furthermore, the University takes no responsibility for the accuracy, currency, reliability and correctness of any information provided.

SCU is not, under any circumstances, liable to compensate any Proponent in connection with the process (including if it is unsuccessful).

2. Ownership of documents and protection of information

All response documents and any information contained therein will become the property of SCU when they are received by SCU.

Where the Proponent believes that information included:

- a) Is, or should be, confidential; or
- b) If disclosed, would unreasonably affect the Proponent's personal privacy; or
- c) If disclosed, would unreasonably affect the Proponent's business affairs,

then those documents of information should be clearly marked "**confidential**" or "**commercial-in-confidence**" before submission to the University.

The University is subject to the *Government Information (Public Access) Act 2009 (NSW)*, which grants members of the public the right to access information of governments, government agencies and various statutory bodies, including NSW universities. Proponents should be aware of the requirements under the GIPA Act for disclosure of certain contract details on the University's website where the total value of contracts is \$150,000 or more.

3. No contract or binding obligation

The lodgement of a response does not create a contract between SCU and a Proponent, or otherwise create any legally binding obligation on SCU.

4. Conflict of interest

By submitting a response, the Proponent represents and warrants that the Proponent is not aware of any actual or potential conflict of interest (whether financial or personal) that may affect its capacity to provide services to SCU.

If a Proponent identifies a conflict of interest or a risk of a conflict of interest arising after lodgement of their response, that Proponent must immediately disclose the conflict of interest to the University. A Proponent may be required to resolve any conflict of interest in accordance with the direction of the University before its response will be finally evaluated.

SCU reserves the right to exclude from this process any Proponent who misuses any position, knowledge or opportunity that could prejudice SCU's ability to objectively assess the response.

5. False or misleading claims

SCU reserves the right to reject any response that makes any false or misleading claims.

6. Collusive conduct

Each Proponent, and any officer, employee, agent or adviser, must not, in connection with any response:

- (a) engage in any collusive, anti-competitive or similar conduct with any other person;
- (b) communicate with or solicit information from SCU officers or employees, or any of its related entities, except through the contact person listed in this document; and
- (c) offer any unlawful inducements.

7. Disclosure of information

A Proponent must not, without the prior written permission of SCU, furnish or otherwise publish or disclose any documents or information about this process or acceptance of a response.

8. Own inquiries

The Proponent represents and warrants to SCU that in submitting its response, the Proponent:

- (a) has read and understood all documents (including these terms and conditions) furnished by SCU for the purposes of submitting its response;
- (b) has made all necessary inquiries and obtained all necessary information about all risks and circumstances having an effect on the Proponent's response including, without limitation, any permit, licence, authority or other approval required to be obtained to enable the Proponent to operate the facility or service that is the subject of the PSP;
- (c) has not relied on any express or implied statement, warranty or representation, whether oral, written or otherwise made by or on behalf of SCU, its officers, employees, agents or advisors other than any statement, warranty or representation contained in this document or any other document supplied by SCU;
- (d) has satisfied itself that the response is sufficient, complete and accurate;
- (e) agrees that SCU is not responsible for any costs or expenses incurred by the Proponent or any other person in responding to or taking any other action in relation to the process;
- (f) understands that it is responsible for all costs and expenses related to:
 - (i) the preparation and lodgement of its response;
 - (ii) any subsequent negotiation; and
 - (iii) any other action or response by the Proponent in relation to the process.

9. SCU's rights

Without limiting its rights at law or otherwise, SCU reserves the right, in its absolute discretion, at any time to:

- (a) require additional information or clarification from any Proponent or anyone else or provide additional information or clarification;
- (b) negotiate with any one or more Proponent and allow any Proponent to change its response;
- (c) accept or reject any response that does not comply with this document;
- (d) add to, alter, delete or exclude any services to be acquired by SCU including the inclusion of any additional services not mentioned;
- (e) publish the names of Proponents (whether successful or unsuccessful); and
- (f) to perform security, probity and/or financial checks and procedures as it, at its absolute discretion, may determine are necessary in relation to the Proponent, its directors and partners, associates or related entities and their officers or employees. Each Proponent must provide full and complete disclosure and all reasonable assistance to SCU in this regard at any time throughout the process.

This might include the details for the last 5 years for any Proponent, related bodies corporate or officer of any of these entities of any:

- (i) non-spent conviction or any proceeding or investigation commenced in relation to fraud, alleged fraud or any similar allegation;
- (ii) breach of any licence (including, without limitation, a liquor licence) permit or authority (including, without limitation, that has resulted in or, if upheld, could result in the suspension, revocation or non-renewal of the relevant licence, permit or authority; and
- (iii) any breach or alleged breach of any law that has resulted or could result in a fine greater than (or, if more than one, taken collectively, greater than) AUD\$50,000 or suspension or revocation of any right or entitlement to conduct that business.

10. Change in circumstances

Applicants must advise the University immediately in writing of any material change to the information in their response, including any substantial change in their ownership or financial or technical capacity.

11. Exchange of Information between Government Agencies

By lodging a response, the Proponent authorises SCU to gather, monitor, assess, and communicate to other Australian Universities, NSW Government agencies or local government authorities (Agencies) information about the Proponent's financial position and its previous performance in respect of any other works or services. Such information may be used by the University and those other Agencies in considering whether to offer the Proponent future opportunities for work.

12. Reliance

The University will expressly rely upon all of the information contained in and all of the representations made in a response and any subsequent written and/or verbal clarifications of that response to evaluate.

13. Governing Law

This process is governed by the laws of the State of New South Wales. The parties irrevocably and unconditionally submit to the non-exclusive jurisdiction of courts or tribunals exercising jurisdiction in that state.

Annexure 1 – Specification

1. Purpose

The purpose of the Specification is to provide Contractors with the basic information required for formulating their organisational and financial bids. It also describes the general services and performance criteria required of the infrastructure to effectively support the University's needs. Contractors are to specify which Trade service, and Campus Location(s), they are applying for in their RFT submission.

2. General Scope of Service

The Work to be carried out shall consist of daily maintenance and minor capital works located across our NSW and Gold Coast Campus locations. A suggested list of required trades is detailed within this document. If a supplier believes they can provide a service/trade that is not listed, they are encouraged to submit a response.

Trades required will be on a as needs basis and will invoice:

1. Planned, reactive, and routine maintenance.
2. New installations of assets and equipment.
3. After-hours maintenance – emergency and planned.
4. Minor capital works up to \$150,000

3. Statement of Requirements

The Work activities to be carried out shall consist of, but not be limited to, the following trade-specific activities:

3.1 Plumbing and Gas fitting (Registered and Licensed)

- Routine and reactive plumbing maintenance to assets such as, but not limited to, hot water units, sanitary fixtures, hydraulic pipework, water fountains, irrigation, and rain harvesting assets such as guttering, downpipes, tanks, and roofs.
- Routine and reactive maintenance on gas appliances (hot water, boilers, cooktops/stoves, and the like), controls, components, and safety devices.
- Regulatory and compliance plumbing testing to assets including backflow devices and thermostatic mixing valves.
- Pump maintenance and servicing.
- Inspection testing and calibration of assets including meters.

3.2 Electrical Services.

- Reactive maintenance and new installations of electrical assets such as, but not limited to power sources, lighting sources, switchboards, appliances, cabling, and equipment.
- Routine and reactive maintenance on gas appliances (hot water, boilers, cooktops/stoves and the like), controls, components, and safety devices.
- Temporary power supplies.
- Testing and tagging/reporting of electrical assets, including appliances and residual current devices.
- Thermal imaging and reporting of switchboards.

3.3 Carpentry and Joinery.

- Routine and reactive building Works including carpentry, flooring, doors, ceilings, windows, tiling and fencing.
- Construct, erect, install, renovate and repair structures and fixtures made of wood, plywood, wallboard, and other materials.

- Install, assemble and disassemble furniture, cabinets, shelves and other items and relocate.

3.4 Painting

- Internal and external painting of vertical and horizontal surfaces, including windows, doors, framework, floor surfaces and surrounds.
- Surface preparation and colour matching.
- Preparation and restoration or repainting of outdoor furniture and fixtures.
- Line marking.

3.5 Data and Cabling

- Phones
- Data points
- Data Cabling

3.6 General Building / Other

- Plasterer
- Glazier
- Concreting
- Concrete cleaning
- Welding & Fabrication

4. General Quality of Services

The Services must be carried out according to industry best practice standards, comply with all federal, state, and local statutory requirements, and have the University's complete approval.

4.1 Provision of Tools, Consumables and Safety Equipment

The Contractor shall provide all tools, consumables, safety equipment, personal protection equipment, and other necessary equipment as required for the execution of duties as required by this Contract.

All necessary labor, tools, instruments, testing equipment, etc., required for carrying out fault attendance, routine and emergency inspection, testing, repair, replacement, and maintenance services shall have a valid and current inspection date where required and are deemed to be included in the schedule of rates.

All materials and parts necessary to complete servicing and repairs shall be charged at cost, with an agreed % mark-up.

4.2 Waste Removal

The Contractor must manage all waste and by-products generated by the Work. There are no Campus facilities available for the disposal of oil wastes, chemical wastes, or associated containers.

The Contractor will be responsible for the safe disposal of all oil, chemical, and other hazardous waste in accordance with Workplace health and safety regulations.

4.3 Hours and Response Times

It is envisaged that the Services will be conducted during regular Working hours, Monday to Friday. However, there may be instances from time to time where it is necessary to operate outside normal Working hours.

For reactive Works, response time from the acceptance of a Work Order shall be per the University's Work Request Priority Guidelines. Details are provided below.

Classification	Response Time
Priority 1	Attend within 2 hours (Complete within 5 days)
Priority 2	Attend within 24 hours or as agreed (Complete within 5 days)
Priority 3	Respond within 3 – 5 business days or as agreed.
Priority 4	Within 2 weeks or as scheduled.
Priority 5	As planned.

The Contractor must diligently pursue and use best endeavors to meet the relevant Response Time within the nominated time frame. The Contractor must inform the University as soon as the Contractor becomes aware that the response will not be completed within the response time nominated for that Classification.

The Classification of an incident as a Priority 1 is at the sole discretion of the University.

4.4 Noise of Operation

The Contractor must ensure that all noise emissions from the Contractor's plant and equipment during operation are within EPA legislative requirements.

The Contractor must conduct all Work performed in residential areas, or areas adjacent to and adversely affecting residential areas, between the hours of 7:00 am and 6:00 pm unless otherwise required under the Contract. This does not apply to Works necessitated by an emergency or when the University specifically directs the Contractor otherwise.

4.5 Guarantee

All Work carried out is subject to a defect's liability period of (12) months unless nominated explicitly by the University. Faulty Work is to be rectified at no additional cost to the University and within (48) hours of receiving notice of the defect.

4.6 Hot Works

The Contractor shall complete and forward to the University a copy of the hot Work permit forms a minimum of (48) hours before the isolation of any system. Copies are available from the [SCU Contractor Webpage](#). The University shall not be liable for delay costs incurred by the Contractor as a result of failing to give sufficient notice.

4.7 Damage to Person and Property

The Contractor shall take all reasonable steps to protect and identify any services including, but not limited to, water, gas, compressed air, communication cable, or power. The Contractor shall immediately notify the Contract Manager in the event of damage to any services. In the event of any damage, Work (other than emergency Work required to limit further loss or damage) shall cease immediately until directed by the University to recommence. The Contractor shall be liable for the cost of any necessary repairs.

4.8 Quality, Testing, and Defects

The Contractor must:

- Implement quality assurance representing best industry practice;
- Carry out all Works following manufacturer's specifications and relevant regulations and standards;
- Test all equipment upon completion of Works ensuring any failures are promptly rectified;
- Correct defects within the time specified and, in a manner, which causes as little inconvenience to the users of the serviced asset as is reasonably possible;

- Promptly inform the Contract Manager when it becomes aware that the timing, cost, or quality of Works may adversely affect services;
- Provide sufficient access to the Workplace and to information, records, and other relevant documentation, resources (including personnel), and all other things necessary to allow the University to carry out reviews and audits of the Contractor's procedures and conformance with the quality management requirements under the Contract

4.9 Environmental Sustainability

The University has ambitious environmental sustainability objectives. Meeting these objectives demands particular expertise from our services providers, including:

- Ability to service University's existing infrastructure designed to deliver sustainable outcomes such as: rainwater tanks, rainwater harvesting systems, solar hot water systems, greywater treatment and reuse systems
- Ability to incorporate sustainable fittings into Campus locations. Note that the University is likely to require a minimum 3-star WELS rating on fittings (and likely higher where available). The University is also likely to require a minimum 5-star Energy Rating label on relevant electrical appliances
- Ability to suggest solutions with superior sustainability credentials and outcomes as part of the services.
- Knowledge of environmental rebates that may be available to the University to improve the economics of the services

The specific sustainability requirements for individual goods and services will be provided to Contractors at the time of Works allocation.

5. Contractor Work Orders

Contractors will be required to access, update, and complete Work orders through the University's nominated software system. Work order requests will be accessible in real-time with the requirement to accept or decline within the specified timeframes detailed in **4.3 Hours and Response Times**.

All items not specifically referred to or described in the Work Order Documents, which nonetheless are required to complete the Works and achieve the effective and efficient use and operation of any asset, shall be completed within the financial delegations detailed in **6. Documentation**.

The University is currently operating and developing a comprehensive computer-based asset management system (Archibus). The Archibus system enables the reporting on the existence, maintenance, condition, and financial aspects of the Campus assets. It also has the capability to support mobile hand-held devices and remote secure access for University approved suppliers and contractors. As a future development, successful Contractors will be required to access and operate the Archibus Software.

6. Documentation

6.1 Quotations

All quotations shall be itemised clearly, identifying (where applicable) the costs associated with labour, travel time, materials mark-up, and rubbish disposal.

Following any service where reactive and ad-hoc Works exceed \$1000.00, approval must be sought by the relevant Contract Manager prior to Works commencing.

Quotations submitted shall not necessarily be accepted, and the University shall be free to obtain additional quotations. In the event that a satisfactory agreement cannot be reached regarding the quoted cost, the University may engage others to carry out the Work without prejudice to the Contract.

6.2 Service Reports

Where applicable, service reports shall be provided to the Contract Manager within (5) business days of Work Order completion. Service reports shall be provided in an agreed format.

7. Contractor Personnel

7.1 Point of Contact

The Contractor must provide one direct point of contact with whom the Contract Manager can generally communicate about the Contract and the specific services. Outside of business hours, the Contractor must provide the contact details for an after-hours service available 24/7.

7.2 Employee Presentation

The Contractor, Contractor's employees, and approved subcontractors must at all times correctly represent the University, and all contact with the students, staff, and visitors must be polite and cooperative.

The Contractor must ensure that all personnel performing any Services:

- a) Notify the site contact of arrival and departure for each visit;
- b) successfully participate in and complete the on-line induction program provided by the University prior to commencement;
- c) wear corporate uniforms and photo ID badges at all times;
- d) sign in and out when on-site as well as informing University staff when arriving and leaving site;
- e) are neatly attired in the Company's uniform and that their personal grooming is of an acceptable standard of hygiene and professionalism;
- f) display good and proper conduct while Working on the premises;
- g) do not engage in any sexual harassment or bullying behaviour;
- h) ensure that the services cause as little disturbance as possible to occupants;
- i) abide by all parking rules and road notices;
- j) Comply with all relevant SCU Policies and Procedures, including the Contractor Safety Procedures Policy.

The Contractor must ensure that under no circumstances may any employee:

- a) use a telephone or other equipment belonging to the University or tenants without prior consent;
- b) smoke or use an E-cigarette in any campus location; or
- c) consume alcohol or any other illegal substance before or whilst on duty.

7.3 Provision of Competent Employees

The Contractor shall ensure competent and experienced management and supervision of staff to oversee the execution of this Contract and liaise with the relevant University staff or on matters of scheduling, Work orders, reporting, and complaints.

The management and supervisory staff shall ensure that the Contractor's qualified employees carry out their duties and responsibilities efficiently and effectively. They shall ensure that the maintenance and repair Work and/or testing

are carried out in strict accordance with the agreed requirements. They shall also be given the overall responsibility for procurement of materials required for the Works.

7.4 University Inductions

Prior to the commencement of any Work, all Contractors are to complete and pass the SCU on-line contractor induction. The induction process is mandatory for every individual and is organised through Property Services by completing the Contractor Induction Request Form.

Local site inductions may also be required to address specific hazards. For example, Laboratory Induction. Property Services retain records of these inductions.

After successfully completing the SCU on-line contractor induction, swipe access cards will be generated and made available for pick up at the relevant campus location. Workers must apply for a swipe access card in their Contractor Induction Request Form and provide a head and shoulder image of the relevant applicant.

8. Campus Security

8.1 Restricted Entry

The Contractor must ensure that access to any premises is restricted to approved staff directly employed in performing the specified services or appropriately approved subcontractors.

The Contractor and/or Contractor's supervisor must be aware and responsible for the times in which approved personnel are on site. Entry to campuses by persons other than the aforementioned shall constitute a breach of security for which the Contractor shall be held liable.

8.2 Building Security

The Contractor must ensure that the security of the premises is not compromised during or after the Contractor's employees carry out the Works by ensuring University keys or cards provided to the Contractor at the commencement date or during service are kept securely and NEVER duplicated or given to anyone other than the Contractor's employees.

Keys must be returned each day, and collected the following morning if Works progress for more than one day.

Southern Cross University maintains security access control software, on-site security guards and closed-circuit TV monitoring (CCTV) which may be used in any investigation by the police or within the University. The data collected may be used, if required, to track attendance to access controlled sites.

9. Work Health and Safety Requirements

In meeting its obligation under the Work Health and Safety Act 2011 and Work Health and Safety Regulation 2011, the University will, where reasonably practicable, ensure its employees, contractors and service providers carry out Work in a safe manner.

To achieve this, the University, its contractors, and service providers must ensure that risks from identified hazards are eliminated or controlled to an acceptable level to avoid injury.

The management of risk will include, but is not limited to:

- a) All Contractors must 'sign in and out' of the Lismore and Gold Coast Property Services Office or the NMSC Reception between 7 am - 4 pm, Monday to Friday, and, where applicable, the Security Gatehouse outside of these hours;
- b) Designing and implementation of safe Work procedures and submission of Safe Work Method Statements (SWMS);

- c) Undertaking hazard identification and risk control activities, including the submission of a Risk Assessment (RA);
- d) Provision of Safety Data Sheets (SDS), as required;
- e) Provision and use of appropriate Personal Protective Equipment (PPE);
- f) Provision of adequate instruction, training and supervision;
- g) Provision of appropriate and safe equipment;
- h) Provision of current Public Liability Insurance (Certificate of Currency);
- i) Provision of Workers Compensation (Certificate of Currency).

Before commencing Works the Contractor shall provide to the Contract Manager copies of the safety documentation as specified in the [Contractor Safety Procedures Policy](#).

9.1 Reporting Hazards and Incidents

The Contractor must provide the Contract Manager with the details of any hazard, accident, or incident involving any person or party, which may or may not lead to an investigation by the Contractor, by the University, or an insurance claim against either party.

The required information may include, but will not necessarily be restricted to, the full details of the personnel, facilities, vehicles, and equipment involved, the date and location, the nature of any damage to property or injury to personnel, and the action taken by the Contractor to prevent a recurrence.

The required information is to be provided without delay in the format requested by the Contract Manager.

9.2 Permits to Work

Permits to Work are required for the following tasks:

- Working at heights (including scaffolding, use of EWP, use of ladders with risk of fall > 2m etc.)
- Working in confined spaces
- Fire systems isolations
- Hot Works (including welding)

A Permit to Work must be completed and approved a minimum of 48 hours prior to the commencement of any Work. Applications forms can be accessed on the Property Services Contractor Website [SCU Contractor Webpage](#).

Where SCU has permit forms or systems available they must be used unless otherwise directed by the Contract Manager.

9.3 Asbestos

If at any time, the Contractor discovers the presence or suspected presence of any material suspected to be asbestos or likely to contain asbestos, they shall not disturb the material and shall contact the Contract Manager immediately.

The Contractor shall ensure that all staff are protected from exposure to the material until the nature of the material has been identified.

Prior to commencing any Works at the Lismore Campus, the Contractor will be required to ensure all employees read and sign the current asbestos register.

9.4 False Fire Alarm Fees

If, at any time, the Contractor is responsible for a preventable false fire alarm, which results in the attendance of the relevant fire authority, the Contractor will be liable for any associated costs, including;

1. University staff or security attendance;
2. Fire NSW false alarm fee (currently \$1,800 per event)
3. Attendance by the Universities' maintenance provider for reset or testing.

The University shall be reimbursed these costs as a credit on the invoice for the Works which were being undertaken at the time of the incident.

10. Invoices

- a) The University preferences a single monthly invoice, itemised by Work Order and detailing the information below.
- b) Invoices shall be provided to the University no later than (7) business days into the following month.
- c) All invoices for payment of goods or services must be emailed to supplierinvoices@scu.edu.au
- d) Invoices must include the following information:
 - University Contract or Purchase Order number;
 - University staff member name requesting goods and services;
 - Archibus Work Order number;
 - Work Location (including building, floor and/or room details)

Invoices without this information will be returned to the supplier and may result in delayed payment.

Invoices should also include:

- Date of invoice
- Invoice number
- Provide a brief description of goods and/or services supplied (including the price and quantities and where applicable, showing taxable and non-taxable items and the GST inclusive price);
- Proof of Delivery (where applicable)
- Provide bank account details for electronic payment (EFT).