

# **Facilities Management Services Arrangements**

## **Service Level Guidelines**

between

«**Department**»

and

**Department of Planning, Transport and Infrastructure**

**July 2015 – June 2024**

**Across Government Facilities Management Arrangements (AGFMA) Section  
Asset Management Directorate  
Safety and Service Division  
Department of Planning, Transport and Infrastructure**

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# 1 Introduction

In December 2014, Cabinet approved the Facilities Management (FM) Services Arrangements for the provision of planned and unplanned maintenance, minor works, small construction works and property services in greater metropolitan Adelaide and regional South Australia.

This Service Level Guideline (SLG) between the Chief Executive of the «Department» («Dept\_Acronym») as a Participating Agency in the FM Services Arrangements and the Chief Executive of the Department of Planning, Transport and Infrastructure (DPTI). It presents information about the services to be provided to «Dept\_Acronym» as a Participating Agency and clarifies the roles of «Dept\_Acronym» and its representatives, DPTI and its representatives, the FM Governance Group and the FM Service Providers in providing quality facilities management services to all «Dept\_Acronym» sites.

Furthermore, it details the relationship between parties, common objectives to be achieved, services provided and principles underpinning the FM Services Arrangements.

There is an executed FM Contract between DPTI and Spotless Facilities Services Pty Ltd (the Contract) and should there be any inconsistencies between this and the Contract those specified in the Contract will prevail. Interpretation and enforceability of terms and conditions in the Contract may be considered by the Contract Administrator with advice from the Crown Solicitors Office or other legal support as deemed necessary.

This SLG should be read in conjunction the AGFMA suite of documents including the Agency Works Procedures Manual. All AGFMA documents can be located at the AGFMA web site: [https://www.dpti.sa.gov.au/facilities\\_management](https://www.dpti.sa.gov.au/facilities_management).

This SLG is specific to the requirements of «Dept\_Acronym» Abbreviations, acronyms and definitions

<b>TERM</b>	<b>Abbreviation, acronym or definition</b>
Across Government Facilities Management Arrangements	AGFMA <sup>1</sup>
Agency Representative	The representative of an agency at a particular site(s)
AGFMA Section	Across Government Facilities Management Arrangements Section, Asset Management Directorate, Safety and Service Division, DPTI
AGFMA Service Manager	The person(s) in the AGFMA Section appointed by the Contract Administrator to exercise any of its functions.
Contract Administrator (CA)	General Manager Asset Management, Safety and Service Division, Department of Planning, Transport and Infrastructure and his/her delegates
«Department»	«Dept_Acronym»
Department of Planning, Transport and Infrastructure	DPTI

<sup>1</sup> The Facilities Management (FM) Services Arrangements are commonly referred to as the Across Government Facilities Management Arrangements, or AGFMA. For consistency in this document and with other written documents the term FM Services Arrangements is used.

<b>TERM</b>	<b>Abbreviation, acronym or definition</b>
Department of Transport, Planning and Infrastructure - Facilities Services	DPTI-FS
Designated Location(s) <sup>2</sup>	The lands and other places made available to the FM Service Providers for the purposes of the FM Services Arrangements
Facilities Management	FM
Facilities Management Contract	FM Contract: the agreement between Spotless and the Minister for Transport and Infrastructure, “Facilities management services for central metropolitan Adelaide (region C) and northern metropolitan Adelaide (region R), Contract number 2013C167”
Facilities Management Governance Group	FM Governance Group
Facilities Management Information System	FAMIS: the Department of Planning, Transport and Infrastructure online system allowing registered users to electronically request and track work orders under the Facilities Management Services Arrangements, accept their physical completion and approve payment.
Facilities Management Operational Strategy	FMOS: Supporting documentation to the Contract which identifies the FM Service Provider’s approach to achieving the key objectives and collaborative contracting principles in accordance with the FM Contract.
Facilities Management Services	FM Services: the Reimbursable Services and Management Services together forming the Facilities Management Services
Facilities Management Services Arrangements	FM Services Arrangements (or arrangements): the Facilities Management Contract (FM Contract) and the Facilities Management Services Framework (FM Services Framework)
Facilities Management Services Arrangements Agency Work Procedure Manual	FM Services Arrangements Agency Work Procedure Manual (or the manual): a manual developed for agencies and agency representatives detailing their requirements and obligations and work processes as set out in the FM Contract and FM Services Framework
Facilities Management Service Providers	FM Service Providers: Spotless Facility Services Pty Ltd and Department of Planning, Transport and Infrastructure – Facilities Services

<sup>2</sup> **Note:** The FM Contract, FM Services Framework and other documentation supporting the FM Services Arrangements prepared by DPTI, refer to a government agency “site”, at which facilities management services are provided under the FM Services Arrangements, as a “designated location”. For consistency with terminology used by «Dept\_Acronym», the term site will be used in this SLG and will have the same meaning as “designated location”.

<b>TERM</b>	<b>Abbreviation, acronym or definition</b>
Facilities Management Services Framework	FM Services Framework: the framework for the delivery of Facilities Management Services by Department of Planning, Transport and Infrastructure – Facilities Services to southern metropolitan Adelaide (region S) and Regional South Australia (region R) between the General Manager Asset Management, Safety and Service Division, Department of Planning, Transport and Infrastructure and the Manager Department of Planning, Transport and Infrastructure - Facilities Services
Management Deliverables	All plans, budgets, programs, reports, notices, documents and other information or advice which the Facilities Management Service Providers are required to provide to the Principal (or Principal's Representative under the Facilities Management Services Arrangements
Management Services	Planning and management services and all other tasks or things necessary to be done or provided by the FM Service Providers to comply with their obligations under the Facilities Management Services Arrangements which do not otherwise fall within the scope of Reimbursable Services, including all Management Deliverables
Operations folder	The folder prepared by the FM Service Provider and provided to each site at which it provides Facilities Management Services and which may include log books, Customer Service Reports, WH&S and induction (FM Service Provider and site specific) documentation, site safety and site hazard information and other such documents/information required under the Facilities Management Services Arrangements
Participating Agency	An agency participating in the Facilities Management Services Arrangements and receiving Facilities Management Services for their assets
Principal	Minister for Transport and Infrastructure (or a successor to that Minister)
Reimbursable Services	Preventative maintenance, breakdown maintenance, replacement/refurbishment maintenance, minor works, small construction works and property services
	SLG
Spotless Facility Services Pty Ltd	Spotless

## 2 The FM Services Arrangements

The objectives of the FM Services Arrangements include ensuring that government's sites are maintained and supported in a strategic, consistent and expert manner. In December 2014 Cabinet approved the FM Services Arrangements to run for a potential nine-year term, 1 July 2015 through 30 June 2024. The Cabinet agreement included:

- the model for service provision by contracting with Spotless to provide services in two Adelaide metropolitan regions and with DPTI-FS providing services in one Adelaide metropolitan region and regional South Australia;
- the services that are to be provided, including the service provision fee model;
- the Participating Agencies;
- the governance arrangements from 1 July 2015; and
- the role of DPTI as the Contract Administrator and the DPTI contract administration and services fee model.

The FM Services Arrangements cover metropolitan Adelaide and all of regional South Australia. They are broadly based on geographical location but have been tailored to meet specific government requirements. The four regions and respective FM Service Providers are:

Region	FM Service Provider
Northern metropolitan Adelaide (region N)	Spotless
Central metropolitan Adelaide (region C)	
Southern metropolitan Adelaide (region S)	DPTI-FS
Regional SA (region R)	

Section 3.5.3 of this SLG detail the roles, responsibilities and actions to be taken by the FM Service Providers in fulfilling their obligations under the FM Services Arrangements and to achieve the arrangements' agreed objectives and outcomes.

Cabinet approved that all agencies other than the SA Housing Trust and SA Ambulance Service were to participate in the FM Services Arrangements.

The FM Services Arrangements include detailed performance criteria set out in the performance management system in the FM Contract and FM Services Framework.

### 2.1 Participating Agencies

The Participating Agencies are<sup>3</sup>:

- Attorney-General's Department
- Auditor-General's Department
- Courts Administration Authority
- Defence SA
- Department for Communities and Social Inclusion
- Department for Correctional Services
- Department for Child Protection

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<sup>3</sup> Note: List of participating agencies may change dependent upon portfolio allocation and any machinery of government changes.

- Department of Education and Child Development
- Department for Environment, Water and Natural Resources
- Department for Health and Ageing
- Department of Planning, Transport and Infrastructure
- Department of Primary Industries and Regions (including South Australian Research and Development Institute)
- Department of the Premier and Cabinet
- Department of State Development (ex. DMITRE, Arts SA, DFEEST)
- Department of Treasury and Finance
- Government House
- Office for Recreation and Sport
- MP Electorate Offices
- South Australian Fire and Emergency Services Commission
- South Australia Police
- TAFE SA

## **2.2 Mandated and non-mandated services**

The FM Services Arrangements are underpinned by the principles of collective purchasing power and economies of scale and a collaborative one team approach providing benefits for all Participating Agencies. To protect the integrity of the arrangements and preserve the benefits identified to Cabinet, the following principles for agencies' procurement of services through the arrangements apply.

### **2.2.1 Mandated services**

Mandated services must be completed under the FM Services Arrangements by the relevant FM Service Provider for the particular region. Mandated services are categorised as either planned or unplanned services included within the preventative maintenance schedules:

*Planned mandated services:* preventative maintenance (PR), replacement/refurbishment maintenance (RR), minor works (MW); and

*Unplanned mandated services:* breakdown maintenance (BD; including scheduled attendance breakdown maintenance), replacement/refurbishment maintenance, minor works.

### **2.2.2 Non-mandated services**

Non-mandated services may be carried out under the FM Services Arrangements by the relevant FM Service Provider for the particular region in consultation with the FM Service Provider. Non-mandated services are categorised as either planned or unplanned services and include: small construction works (planned); property services (planned and unplanned); and handyperson maintenance (unplanned).

Agencies that had non-mandated services within their scope of services as at 30 June 2015 are to continue with that arrangement. The FM Governance Group may consider specific exemption allowing an agency to remove non-mandated services from its scope of works and provide direction regarding the process and necessary

approvals required in such a circumstance.

Agencies can add non-mandated services in consultation with DPTI and FM Service Provider at any time throughout the term of the arrangements and should do so with the intention of that being ongoing.

Small construction works are non-mandated under the FM Services Arrangements. However, if an agency chooses to procure small construction works outside of the arrangements, then it must procure them through DPTI Infrastructure Delivery.

Together the mandated and non-mandated services form the Reimbursable Services component of the FM Services.

*Refer to the AGFMA In Scope / Out of Scope Building Maintenance Guide to assist in determining which items should be maintained by the FM Service Provider.*

## **2.3 Reimbursable Services**

The Reimbursable Services delivered under the FM Services Arrangements are described below.

### **2.3.1 Preventative maintenance**

Preventative Maintenance services are planned services and comprise of services undertaken to ensure that:

- a site continues to deliver the specific performance required by the agency consistent with its asset management plan by the continued operation of building fabric, plant and equipment as originally specified;
- the expected life of building fabric, plant and equipment is achieved by undertaking maintenance at regular recommended intervals according to PR schedules and technical data schedules where provided or, where appropriate, in accordance with manufacturers' recommendations and;
- systematic inspection, detection and observation take place in a timely manner to prevent premature failure.

### **2.3.2 Breakdown maintenance**

Breakdown maintenance services are unplanned services and include:

- emergency services to repair failed plant and equipment or facilities that present an immediate hazard to occupants of a site; and
- services required to repair failed plant and equipment or facilities to ensure that the operational/functional objectives of sites are met.

Breakdown maintenance services also include responsive or unplanned property services, including cleaning of spills etc. and immediate security requirements.

Scheduled attendance breakdown maintenance is raised where breakdown maintenance is required, is estimated to cost less than \$2,000 (exclusive of GST) and it is known that the FM Service Provider will not be able to access the site. When raising a scheduled attendance breakdown maintenance job the Agency Representative specifies a time at which the FM Service Provider must attend the site and commence the requested work.

### 2.3.3 Replacement/refurbishment maintenance

Replacement/refurbishment maintenance services involve the replacement or refurbishment of building fabric, plant or equipment and can be either planned or unplanned.

Planned RR is specified as part of a planned program and has a cost of \$5,000 (exclusive of GST) or more but less than \$1 million (exclusive of GST).

Unplanned RR may be in response to the premature failure of an item of building fabric or minor plant and equipment. It could also be identified by Agency Representatives or through the undertaking of other maintenance activities. It has a value of less than \$5,000 (exclusive of GST).

### 2.3.4 Minor works

Minor works services involve additions or modifications to existing buildings or upgrading of existing building fabric, plant or equipment at sites and can be either planned or unplanned.

Planned MW include new works at sites and are part of a specified program. They have a value of \$5,000 (exclusive of GST) or more but less than \$150,000 (exclusive of GST).

Unplanned MW do not include new works at sites and have a value of less than \$5,000 (exclusive of GST).

### 2.3.5 Small construction works

Small construction works are a planned service and comprise of services involving Construction Work costing \$150,000 (exclusive of GST) or more but less than \$1,000,000 (exclusive of GST).

For the purposes of the FM Services Arrangements, Construction Work is defined as,

*“building work as defined in the Building Work Contractors Act 1995, including the whole or part of the work of excavating or filling of land not constituting building work. It;*

- *includes the acquisition and installation of fixtures, plant, equipment, appliances and fittings in conjunction with building work; and*
- *includes the acquisition of survey, planning, design and other services in conjunction with building work; and*
- *excludes the acquisition of goods and services for the ongoing maintenance of a building or structure”.*

Small construction works may be delivered by either the FM providers or DPTI Infrastructure Delivery and the decision as to which party is best placed to manage the works is based upon risk and resource availability. The higher the risk, the greater the likelihood that DPTI Infrastructure Delivery will manage the works.

The objectives of the AGFMA in this category are to improve the management of risk and safety by ensuring that:

- contractors are undertaking work safely and consequences under the WHS Act;
- sub-contractors are financially sound, licensed and appropriately cleared (SAPOL/DCSI);

Other AGFMA objectives include:

- FM services are provided in the

most cost efficient and effective manner including ensuring that prices paid provide best value for money for Government; and

- That all plant & equipment is included on future preventative maintenance schedules.

It is a requirement that all small construction works undertaken on government assets are delivered through the AGFMA irrespective of funding source. eg self funding, government appropriation, grants etc.

### 2.3.6 Property Services

Property services ensure that the appearance, hygiene and security of sites are maintained. Property services are mostly planned but can also be raised as an unplanned service when required (e.g. cleaning of a spill/leak in the work place).

Property services include services that come under the following headings:

- Cleaning;
- Hygiene;
- Waste management;
- Security; and
- Grounds maintenance.

### 2.3.7 Handyperson maintenance

The intent of the FM Services Arrangements is that all agencies use the arrangements for the delivery of FM Services. Agencies can decide at their discretion whether handyperson maintenance, at a site, can be undertaken by handyperson staff permanently located at that site. Handypersons, are typically non-trade qualified, must not duplicate or replicate service provision that is contracted under the FM Services Arrangements and agencies must not employ new trade qualified staff to undertake these services. The Contract Administrator will from time to time audit the services undertaken by handypersons to ensure that only the services described below are undertaken by agencies.

Handyperson maintenance must be undertaken in accordance with WH&S requirements and comprises services that are:

- low value (an estimated total cost of less than \$1,000 exclusive of GST);
- considered low risk by the Contract Administrator and Agency Representative;
- do not affect the integrity of the building structure or services;
- do not require a qualified tradesperson under Statutory Requirements; and
- are included in the specified jobs mentioned below.

The Contract Administrator provides to the FM Service Providers from time to time a list of handyperson maintenance services, which could include the following (**but note that whether similar services would qualify as handyperson maintenance may depend on the precise circumstances**):

- minor touch up painting (not whole rooms);
- irrigation repairs (grounds and gardens);

- minor repairs to doors, fences and cupboards;
- installation or relocation of whiteboards and pin boards; and
- make safe broken windows.

Services excluded from handyperson maintenance are:

- fire and emergency services;
- electrical works;
- working at heights
- all works, whether preventative maintenance, breakdown maintenance, replacement/refurbishment maintenance, minor works or small construction works of value greater than \$1,000 (exclusive of GST);
- any work impinging or affecting the planned maintenance schedules;
- work associated with major plant and equipment; and
- painting work other than minor touch up.

## **2.4 Legal and Governance Arrangements**

The «Dept\_Acronym» SLG will be applicable to each FM Service Provider in accordance with its obligations under the FM Services Contract or FM Services Framework, whichever is applicable.

The Contract Administrator nominates the AGFMA Section to be responsible for overseeing the implementation of the principles of the FM Services Arrangements and for achieving its objectives, for liaising on behalf of agencies on strategic matters with DPTI-FS and for administering the FM Contract with Spotless.

Supporting documentation to the FM Services Arrangements includes but is not limited to:

- the Facilities Management Operational Strategy (FMOS);
- Quarterly Strategic Report;
- Monthly Operational Report; and
- Monthly Agency Report.

The details identified within the aforementioned documentation support the objectives and outcomes identified in this SLG.

### **2.4.1 Facilities Management Governance Group**

The Facilities Management Governance Group (FM Governance Group) is the approved body to provide governance to the FM Services Arrangements. Its membership comprises executive level representatives from each Participating Agency.

The purpose of the FM Governance Group is to:

- contribute to across government strategies and approaches to facilities management;
- provide oversight of services and outcomes of the FM Services Arrangements;
- provide oversight of the financial and technical performance of FM Service Providers;

- measure and ensure value for money is achieved in the provision of FM Services;
- make recommendations to DPTI (the Contract Administrator);
- identify for benchmarking other service delivery requirements, e.g. risk management and liability management;
- consider matters put before it from a whole-of-government perspective; and
- provide advice to Government on the AGFMA and associated risks and opportunities.

The FM Governance Group has obligations under the FM Services Arrangements to review the FM Service Providers' performance under the specified Performance Management System; in particular performance against:

- key performance indicators for reporting and planning, timing, costing, quality, WH&S and customer satisfaction;
- management fee as profit at risk which is calculated and reimbursed as a separate payment to the FM Service Provider at the end of two six monthly incentive periods during each annual programming period (Spotless only); and
- identified areas of non-performance during any incentive period, for which the incentive payment will be reduced accordingly (Spotless only).

FM Governance Group members provide their own assessment of the FM Services Arrangements as part of the annual performance review of the FM Services Arrangements.

## 3 Service Level Guidelines

### 3.1 Overview

This SLG between «Dept\_Acronym» and DPTI provides guidelines for the working relationship in the planning, management and administration of the provision of FM Services under the approved FM Services Arrangements. It clarifies the roles of «Dept\_Acronym», DPTI, the FM Service Providers and other relevant parties, as well as the services provided to «Dept\_Acronym» as a Participating Agency of the FM Services Arrangements.

Through this SLG, «Dept\_Acronym» and DPTI confirm the common objectives arising from the FM Services Arrangements, which are to ensure a collaborative approach to:

- the preservation and maintenance of buildings to appropriate legislative, statutory and technical standards so that they function effectively and meet Agency needs consistent with their asset management plans;
- value for money and certainty of time, cost and quality outcomes;
- flexibility to accommodate changing needs and which optimises the Agency's ability to manage its sites, including all items of building fabric, plant and equipment; and
- demonstrable outcomes delivered to achieve Government policies including asset management, energy efficiency, ecologically sustainable development, WH&S and training strategies.

### 3.2 Roles and Responsibilities of Parties

«Dept\_Acronym» and DPTI acknowledge that each will:

- take on formal responsibilities to support the implementation and successful operation of the FM Services Arrangements, operating under the agreed broad framework as approved by Cabinet;
- uphold the prescribed roles, delegations and obligations in accordance with the contractual and administrative requirements of the FM Services Arrangements, e.g.: ensuring all mandated services are procured through the FM Service Providers (preventing service "leakage"); adhering to Government policy for timely validation and payment of invoices; adhering to Government, State Procurement Board and FM Services Arrangements procurement policies, guidelines and processes;
- work collaboratively to ensure the potential benefits as identified to Cabinet and the common objectives above are realised and maximised; and
- actively promote the FM Services Arrangements and their benefits to «Dept\_Acronym»'s stakeholders.
- fulfil its role and responsibility in regard to contractor safety under the Work Health (WHS) legislation. Refer Appendix 2 for detail.

#### 3.2.1 DPTI AGFMA Roles and Responsibilities

The Department of Planning, Transport and Infrastructure, through the AGFMA Section, will provide «Dept\_Acronym» a range of facilities and asset management services to assist agencies meet the daily operation and long term requirements of the Department's sites. This is accomplished by:

- administering the FM Services Arrangements;

- providing advice on the scope of services included within the FM Services Arrangements;
- maintaining a collaborative approach in its work and relationships with «Dept\_Acronym» (and the FM Service Providers) to achieve the agreed common objectives;
- ensuring the FM Service Providers provide value for money services;
  - provision of performance reports and administration of performance targets;
  - ensuring services are undertaken in a timely manner and are of the highest quality;
  - oversight of independent audits;
  - report on charges against benchmarks;
- maintaining and managing Hotline services for the provision of breakdown maintenance activities;
- auditing of the works and services undertaken by the FM Service Providers;
- providing and managing FM Service Providers' invoicing;
- quarterly audit of a sample of claims for their accuracy (amount charged and allocation of charges to correct categories);
- maintaining and managing works management systems, including monitoring and reporting services;
- coordination of and participation in the dispute resolution process as set out in this SLG and also in the FM Services Arrangements;
- carrying out regular reviews of the FM Services Arrangements with input from «Dept\_Acronym»(and other Participating Agencies);
- maintaining the governance arrangements approved by Cabinet; and
- charging an annual fee on a cost recovery basis for the management of the FM Services Arrangements; fees will be charged monthly based on the budgeted total volume of work and adjusted at year end to reflect actual volume.

### **3.2.2 «Dept\_Acronym» Roles and Responsibilities**

«Dept\_Acronym» personnel will collaborate with and provide support to the FM Service Providers in the delivery of FM Services to ensure the day-to-day operation and long term requirements of «Dept\_Acronym» sites are maintained. This is accomplished by:

- promoting the FM Services and the FM Services Arrangements;
  - regular and at least annual communication to sites;
  - providing to sites and Agency Representatives the FM Services Arrangements Agency Work Procedure Manual and complying with the processes set out in it;
- providing information to facilitate the development of annual estimated budgets;
- defining and agreeing service requirement specifications and expectations;
  - communication of programs and initiatives to Agency Representatives at all sites;
  - determine the work to be undertaken over a specific period of time based on the Agency's Strategic Asset Management Plan, e.g. whole-of-life asset

- planning, proposed costed minor works, replacement/refurbishment maintenance and small construction works schedules;
- when raising minor works, replacement/refurbishment maintenance or small construction works jobs develop a scope of works that the FM Service Provider can use as a base to collaborate with the agency (and any required third party professional services providers) to develop a detailed project scope and plan;
  - adhering to State Procurement Board guidelines<sup>4</sup>, including the Simple Procurement Guideline, when raising work orders of value greater than \$30,000 (exclusive of GST);
    - providing evidence to the FM Service Provider that an Agency Representative with the appropriate delegate authority has approved all works of value greater than \$30,000 (exclusive of GST) that the Agency requests to be procured via single select quote/tender;
    - noting that “tight timeframes” is not an acceptable reason for directing the FM Service Provider to procure works of value greater than \$30,000 (exclusive of GST) via single select quote/tender;
  - fulfilling financial obligations;
    - verifying that work has been carried out in accordance with requirements and approve payment for work within prescribed timeframes and pay the monthly invoice issued by DPTI;
    - payment of DPTI invoices within 30 days
  - retain and keep safe in a centralised and accessible location all necessary service records including operations folders from sites and log books of FM Service Providers’ attendance and activities;
  - coordination of and participation in the dispute resolution process as set out in this SLG;
    - only disputing works in line with «Dept\_Acronym» policy;
  - providing input to DPTI in the review of the FM Services Arrangements;
  - providing advice on «Dept\_Acronym» policy and protocols;
  - processing of Asset Performance Assessments;
    - investigation and advice is to be provided within eight (8) weeks of submission;
    - undertake portfolio and asset planning using the historical information derived from the DPTI supported Strategic Asset Management Information System (SAMIS) and/or other sources;
  - endorsement of project and project funding; and
  - monitoring of project delivery through to completion;
    - collation of project approvals, FAMIS requirements and project paperwork.
- «Dept\_Acronym»’s representative on the FM Governance Group is the Director Asset Services or other such Director level «Dept\_Acronym» representative as

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<sup>4</sup> Section 5 “Relevant Documents” of this SLG lists a selection of State Procurement Board (SPB) policies and guidelines for agencies to consider/consult when procuring services under the FM Services Arrangements. The list is not exhaustive and agencies should make themselves fully aware of all SPB policies and guidelines applicable to their procurement requirements.

nominated by the Chief Executive from time to time.

### **3.2.3 FM Service Providers' Roles and Responsibilities**

The FM Service Providers work with «Dept\_Acronym» to deliver the FM Services in accordance with the FM Contract (Spotless) and FM Services Framework (DPTI-FS), meeting all relevant obligations to «Dept\_Acronym» and the Contract Administrator or his/her delegates as applicable. In meeting their obligations they will provide assistance to «Dept\_Acronym» through a range of services to ensure the day-to-day operation and long term requirements of «Dept\_Acronym» sites are maintained. This is accomplished by:

- providing the FM Services to all «Dept\_Acronym» sites:
  - planned (preventative) maintenance services;
  - unplanned (breakdown) maintenance services;
  - planned and unplanned replacement/refurbishment maintenance services;
  - planned and unplanned minor works;
  - planned small construction works; and
  - planned and unplanned property services on request;
- procuring small construction works, minor works and replacement/refurbishment maintenance projects according to the relevant policy and procedures manual;
- providing timely delivery of approved minor works, small construction works and replacement/refurbishment maintenance projects;
  - commence on the start date as agreed with «Dept\_Acronym» and comply with the requirements of the FM Services Arrangements;
- ensuring efficient and timely dispatch for unplanned maintenance works;
- ensuring planned maintenance programs are developed in liaison with «Dept\_Acronym» Agency Representatives;
  - annual meetings with agency representatives to discuss, plan and approve the preventative maintenance program;
  - such meetings are to be scheduled from April in each year;
- delivering planned maintenance services in accordance with the approved schedule;
- providing expert technical and design advice related to facilities issues and projects;
- providing and maintaining a subcontractor workforce that meets «Dept\_Acronym» established service level requirements;
- ensuring that the subcontractor workforce is authorised under state and national security clearances requirements; and
- coordination of and participation in the dispute resolution process as set out in this SLG and also in the FM Contract/Services Framework, whichever is applicable.

DPTI-FS is accountable for the effective delivery of the FM Services under the FM Services Framework and is required to work as close as is practicable to the requirements applying under the FM Contract. It should be noted that there will be service discrepancies between Spotless and DPTI-FS as there are a number of

government policies, processes and practices that DPTI-FS will need to comply with that Spotless do not. The Manager DPTI-FS will work collaboratively with «Dept\_Acronym» and the Manager AGFMA to provide advice on the differences, impacts and risks and how they can best be mitigated as and when needed.

### **3.3 Term**

The Service Level Guidelines has a potential term of nine (9) years. The FM Contract with Spotless is for an initial three years with a first extension option of four years and a second option of two years making a potential nine-year term in total (1 July 2015 through 30 June 2024). As a result the FM Services Arrangements and Service Level Agreement mirror the FM Service Arrangements term.

### **3.4 Dispute resolution process**

Any disputes arising between «Dept\_Acronym», DPTI and/or the FM Service Providers under the FM Services Arrangements will be managed and escalated as described in the table below.

Dispute level	Contract Administrator Representative	«Dept_Acronym» Representative	FM Service Provider Representative
<p><b>Agency Representative and FM Service Provider Representative</b></p> <p>Dispute process is initiated and managed at the site level in response to evidence of a dispute being identified (e.g. overcharging, work not to required standard)</p>		«Dept_Acronym» agency representative at site raising the dispute	Facility Manager, or equivalent position, responsible for the site at which the dispute has been raised
<p><b>Referral to Contract Administrator representative</b></p> <p>Referred to the Contract Administrator representative when the Agency Representative and the FM Service Provider representative are unable to resolve the dispute in a timely manner.</p>	AGFMA Contract Manager or Principal Contract Manager, Safety and Service Division, DPTI	«Dept_Acronym» agency representative at site raising the dispute	Operations Manager, or equivalent position, responsible for all «Dept_Acronym» sites in the region containing the site at which the dispute was raised
<p><b>Tier 1</b></p> <p>Enacted upon provision of a written Dispute Notice from one party to another when a dispute cannot be resolved by the Agency Representative, FM Service Provider representative and/or Contract Administrator representative.</p> <p>Tier 1 representatives have 14 days to resolve the dispute.</p> <p>If Tier 2 representatives cannot resolve the dispute it can be referred to Tier 3.</p>	Manager AGFMA, Safety and Service Division, DPTI	«Dept_Acronym» Manager Assets and Facilities or equivalent position	FM Services Arrangements Contract/Services Framework Manager
<p><b>Tier 2</b></p> <p>Tier 2 representatives have 28 days to resolve the dispute from the date of referral.</p> <p>If Tier 2 representatives cannot resolve the dispute it can be referred to Tier 3.</p>	General Manager Asset Management, Safety and Service Division, DPTI	Agency FM Governance Group Representative	General Manager Government Portfolios (Spotless) or equivalent position (DPTI-FS)

<b>Dispute level</b>	<b>Contract Administrator Representative</b>	<b>«Dept_Acronym» Representative</b>	<b>FM Service Provider Representative</b>
<p><b>Tier 3</b></p> <p>Tier 3 representatives must meet and undertake genuine negotiations to resolve the dispute.</p> <p>If the dispute cannot be resolved, a procedure (expert determination, mediation or otherwise) to resolve it must be agreed.</p>	Chief Operating Officer, Safety and Service Division, DPTI	Agency Facilities Management Representative reporting directly to Chief Executive	Chief Operating Officer (Spotless) or equivalent position (DPTI-FS)

The parties may agree at any time during the dispute resolution process to have the dispute determined by arbitration. The arbitration is to be held before a person agreed between the parties or failing this, appointed by the President of the Institute of Arbitrators, Australia. The appointed arbitrator, whether by agreement or the Institute, must be a resident of South Australia. The AGFMA Section can provide further advice regarding the arbitration rules and process should arbitration occur.

#### **4 DPTI Fees**

The DPTI fee is appropriately apportioned at the end of each financial year and will vary for «Dept\_Acronym» depending on the service provision and total combined volume of facilities management works provided to «Dept\_Acronym» and other Participating Agencies.

The remuneration paid to DPTI by «Dept\_Acronym», resulting from the apportionment of the fee above, is based solely on cost recovery for works included in the FM Services Arrangements.

## **5 Relevant Documents**

- Facilities Management Services Arrangements – Agency Work Procedure Manual
- Facilities Management Brochure (2015 – 2024)
- AGFMA Guidelines; including
  - In Scope / Out of Scope Building Maintenance
- FAMIS User Manual and Training Guide
- Facilities Management Governance Group – Terms of Reference
- South Australian Industry Participation Policy
- State Procurement Board policies and guidelines, including
  - Procurement Policy Framework
  - Simple Procurement Guideline (for procurement transactions valued up to and including \$550,000 [inclusive of GST])
  - Acquisition Planning Guideline (for procurement transactions valued above \$550,000 [inclusive of GST])
  - Risk Management Guideline
  - Market Approaches Guideline
  - Probity and Ethical Procurement Guideline
  - Sustainable Procurement Guideline

**6 Appendix 1: Regions map**

**7 Appendix 2: DPTI Guideline – Contractor Safety: Roles, Responsibilities and Relationships**