



## Request for Tender

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<b>Request Tender:</b>	<b>for</b>	Management of Mingenew Resource Recovery Park (Transfer Station and Landfill)
<b>Deadline:</b>		9.00am, Tuesday 3 March 2020
<b>Address Delivery:</b>	<b>for</b>	Tenders shall be submitted as detailed in this Request
<b>RFT Number:</b>		RFT2 2019/20

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## **1 Overview**

### **1.1 Introduction**

The Shire of Mingenew (the Shire) is undertaking a Request for Tender (RFT) process to source onsite facility management of the day to day operations of the Mingenew Resource Recovery Park (“Transfer Station and Landfill”). The transfer station is sited on the landfill premises and the Shire is seeking responses from interested individuals, organisations or businesses to undertake attendant and some site management duties for the facility.

The Contractor will be expected to operate, manage and maintain the transfer station and landfill and provide supervision for all activities associated with it in a safe and efficient manner, in accordance with the provisions of all relevant legislation and any policies of the Shire pertaining to the operation of the transfer station.

Per the Service Requirements, the Contractor will also be required to conduct other duties and activities pertaining to the operation and supervision of the landfill.

The initial period of the contract is for two years, with an option to apply to extend the contract for an additional two years at the discretion of the Shire.

The contract is expected to commence in April 2020.

### **1.2 Electronic Tender**

Tenderers are to note that this Request for Tender (RFT) is conducted within an electronic environment, with submissions to be made via email to [tenders@mingenew.wa.gov.au](mailto:tenders@mingenew.wa.gov.au).

## 2 Conditions of Tendering

### 2.1 Definitions

Below is a summary of some of the important defined terms used in this Request:

**Attachments:** The documents you attach as part of your Tender.

**Contractor:** Means the person or persons, corporation or corporations whose Tender is accepted by the Principal, including the executors or administrators, successors and assignments of such person or persons, corporation or corporations.

**Deadline:** The deadline for lodgement of your Tender as detailed on the front cover of this Request.

**General Conditions of Contract:** Means the General Conditions of Contract for the nominated in Part 4

**Offer:** Your offer to supply the Requirements.

**Principal:** Shire of Mingenew

**Request or RFT or Request for Tender** This document.

**Requirement:** The Goods and Services requested by the Principal.

**Selection Criteria:** The Criteria used by the Principal in evaluating your Tender.

**Special Conditions:** The additional contractual terms.

**Specification:** The Statement of Requirements that the Principal requests you to provide if selected.

**Tender:** Completed Offer form, Response to the Selection Criteria and Attachments.

**Tenderer:** Someone who has or intends to submit an Offer to the Principal.

**Tender Open Period:** The time between advertising the Request and the Deadline.

## 2.2 Request for Tender Documents

This Request for Tender is comprised of the following parts:

Part 1 – Contract Overview.

Part 2 – Conditions of Tendering.

Part 3 – Specification.

Part 4 – General Conditions of Contract (read and keep this part).

### Separate Documents

- a) RFT 2 2019/20 General Conditions Departures Table
- b) RFT 2 2019/20 Schedule of Prices Tables and Regional Price Preference
- c) RFT 2 2019/20 Demonstrated Experience Table and Reference Table
- d) Shire of Mingenew Resource Recovery Park Environmental Management Plan
- e) Addenda and any other special correspondence issued to Tenderers by the Principal.
- f) Any other policy or document referred to but not attached to the Request.

## 2.3 How to Prepare Your Tender

- a) Carefully read all parts of this document;
- b) Ensure you understand the Requirements;
- c) Complete and return the Offer in all respects and include all Attachments in your electronic submission;
- d) Make sure you have signed the Offer form and responded to all of the Selection Criteria; and
- e) Lodge your Tender before the Deadline.

## 2.4 Contact Persons

Tenderers should not rely on any information provided by any person other than the persons listed below:

<b>Name:</b>	Nils Hay (Primary Contact: Will be unavailable from 22/01/20 to 9/2/20)
<b>Telephone:</b>	08 9928 1102
<b>Email:</b>	ceo@mingenew.wa.gov.au
<b>Name:</b>	Jeremy Clapham (Alternative Contact for period 22/1/20 to 9/2/20)
<b>Telephone:</b>	08 9928 1102
<b>Email:</b>	finmanager@mingenew.wa.gov.au

## **2.5 Requests for Clarification**

Tenderers may submit a written request for clarification on any part of the RFT documents prior to lodgement of their Tender. Written clarifications must be made using the email address on the tender details page and may be subject of an addendum to this Request.

No requests for information or clarification to the RFT Documents will be accepted later than four (4) days prior to the Deadline of this Request.

## **2.6 Tender Briefing/Site Inspection**

Tenderers may visit the Mingenew Resource Recovery Park site to familiarise themselves with it. Site visits are encouraged, but not mandatory.

The site visit may also provide Tenderers with the opportunity to clarify any uncertainties with the contact person prior to the closing of the tender.

## **2.7 Lodgement of Tenders and Delivery Method**

Your Tender is to be:

- a) lodged by the Deadline; and
- b) lodged via email to [tenders@mingenew.wa.gov.au](mailto:tenders@mingenew.wa.gov.au)

Hard copy Tenders may also be accepted but must be received by the Principal before the deadline.

Tenders submitted by Facsimile will **not** be accepted.

### **2.7.1 Assistance**

- a) The Contact Person as nominated in Clause 2.4 of this Request can provide advice regarding the correct submission of your response.
- b) Tenderers should allow sufficient time for Tender lodgement, including time that may be required for any problem analysis and resolution prior to the Deadline.

### **2.7.2 Security**

Tenderers acknowledge that although the Shire has implemented security measures, it does not warrant that unauthorised access to information and data transmitted via the Internet will not occur.

## **2.8 Rejection of Tenders**

A Tender will be rejected without consideration of its merits in the event that:

- a) It is not submitted before the Deadline; or

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- b) It is not submitted at the place specified in the Request; or
- c) Where the electronic submission of a Tender has commenced prior to the Deadline and is not completed successfully by the Deadline, the Tender will not be accepted and will be deemed to be a Late Tender; or
- d) Tenders submitted with electronic files that cannot be read or decrypted; or
- e) Tenders which the Principal believes to potentially contain any virus, malicious code or anything else that might compromise the integrity or security of the Principal's computing environment.
- f) It may be rejected if it fails to comply with any other requirements of the Request.

## 2.9 Late Tenders

Tenders received:

- a) After the Deadline; or
- b) In a place other than that stipulated in this Request;

will **not** be accepted for evaluation.

## 2.10 Acceptance of Tenders

Unless otherwise stated in this Request, Tenders may be for all or part of the Requirements and may be accepted by the Principal either wholly or in part. The Principal is not bound to accept the lowest Tender and may reject any or all Tenders submitted.

## 2.11 Disclosure of Contract Information

Documents and other information relevant to the contract may be disclosed when required by law under the Freedom of Information Act 1992 or under a Court order.

All Tenderers will be given particulars of the successful Tenderer(s), or be advised that no Tender was accepted.

## 2.12 Tender Validity Period

All Tenders will remain valid and open for acceptance for a minimum period of ninety (90) days from the Deadline or forty-five (45) days from the Principal's resolution for determining the Tender, whichever is the later unless extended on mutual agreement between the Principal and the Tenderer in writing.

## **2.13 Precedence of Documents**

In the event of there being any conflict or inconsistency between the terms and conditions in this Request and those in the General Conditions of Contract, the terms and conditions appearing in this Request will have precedence.

## **2.14 Alternative Tenders**

All Alternative Tenders may be accompanied by a conforming Tender.

Tenders submitted as Alternative Tenders or made subject to conditions other than the General and Special Conditions of Contract must in all cases be clearly marked "Alternative Tender".

The Principal may in its absolute discretion reject any Alternative Tender as invalid.

Any printed "General Conditions of Contract" shown on the reverse of a Tenderer's letter or quotation form will not be binding on the Principal in the event of a Contract being awarded unless the Tender is marked as an Alternative Tender.

## **2.15 Tenderers to Inform Themselves**

Tenderers will be deemed to have:

- a) examined the Request and any other information available in writing to Tenderers for the purpose of tendering;
- b) examined all further information relevant to the risks, contingencies, and other circumstances having an effect on their Tender which is obtainable by the making of reasonable enquires;
- c) satisfied themselves as to the correctness and sufficiency of their Tenders including tendered prices which will be deemed to cover the cost of complying with all the Conditions of Tendering and of all matters and things necessary for the due and proper performance and completion of the work described therein;
- d) acknowledged that the Principal may enter into negotiations with a chosen Tenderer and that negotiations are to be carried out in good faith; and
- e) satisfied themselves they have a full set of the Request documents and all relevant attachments.

## **2.16 Alterations**

The Tenderer must not alter or add to the Request documents unless required by these Conditions of Tendering.

The Principal will issue an addendum to all registered Tenderers where matters of significance make it necessary to amend or supplement the issued Request documents before the Deadline.

## **2.17 Risk Assessment**

The Principal may have access to and give consideration to:

- a) any risk assessment undertaken by any credit rating agency;
- b) any financial analytical assessment undertaken by any agency; and
- c) any information produced by the Bank, financial institution, or accountant of a Tenderer;

so as to assess that Tender and may consider such materials as tools in the Tender assessment process.

Tenderers may be required to undertake to provide to the Principal (or its nominated agent) upon request all such information as the Principal reasonably requires to satisfy itself that Tenderers are financially viable and have the financial capability to provide the Services for which they are submitting and meet their obligations under any proposed Contract. The Principal reserves the right to engage (at its own cost) an independent financial assessor as a nominated agent to conduct financial assessments under conditions of strict confidentiality. For this assessment to be completed, a representative from the nominated agent may contact you concerning the financial information that you are required to provide.

The financial assessment is specifically for use by the Principal for the purpose of assessing Tenderers and will be treated as strictly confidential.

## **2.18 Evaluation Process**

This is a Request for Tender.

Your Tender will be evaluated using information provided in your Tender.

The following evaluation methodology will be used in respect of this Request:

- a) Tenders are checked for completeness and compliance. Tenders that do not contain all information requested (e.g. completed Offer form and Attachments) may be excluded from evaluation.
- b) Tenders are assessed against the Selection Criteria. Compliance: Qualitative and then Pricing. Contract costs are evaluated (e.g. tendered prices) and other relevant whole of life costs are considered.

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- c) The most suitable Tenderers may be short-listed and may also be required to clarify their Tender, make a presentation, demonstrate the product/solution offered and/or open premises for inspection.
- d) Due diligence checks (including financial checks) will be undertaken prior to the selection of the successful Tenderer. Referees may also be contacted prior to the selection of the successful Tenderer.
- e) A Value for Money decision that includes qualitative ranking cost affordability, and the risk of each Tender will then be made.

A Contract may then be awarded to the Tenderer whose Tender is considered the most advantageous Tender to the Principal.

## **2.19 Selection Criteria**

The Contract may be awarded to a sole Tenderer who best demonstrates the ability to provide quality products and/or services at a competitive price. The tendered prices will be assessed together with qualitative and compliance criteria to determine the most advantageous outcome to the Principal.

The Principal has adopted a best value for money approach to this Request. This means that, although price is considered, the Tender containing the lowest price will not necessarily be accepted, nor will the Tender ranked the highest on the qualitative criteria.

A scoring system will be used as part of the assessment of the qualitative criteria. Unless otherwise stated, a Tender that provides all the information requested will be assessed as satisfactory. The extent to which a Tender demonstrates greater satisfaction of each of these criteria will result in a greater score. The aggregate score of each Tender will be used as one of the factors in the final assessment of the qualitative criteria and in the overall assessment of value for money.

## **2.20 Compliance Criteria**

The criteria are detailed below will not be point scored. Each Tender will be assessed on a Compliant/Non-Compliant basis as to whether the criterion is satisfactorily met. An assessment of "Non-Compliant" against any criterion may eliminate the Tender from consideration.

The criteria contained are for information purposes. Tenderers must respond to these criteria within their submission.

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<b>a)</b>	<b>Tenderer Profile</b> <ul style="list-style-type: none"><li>i. Provide the Tenderers Australian Business Number (ABN) and Registered Entity Name.</li><li>ii. Provide details of the Tenderer's person authorised to prepare your response to this Request including; full name, position title, postal address, phone number and email address.</li><li>iii. Provide a minimum of two project referees, including the name, position, telephone, email address and type of service provided. Describe the nature of the relationship and relevance to this Request.</li></ul>
<b>b)</b>	<b>Tenderer's Declaration</b> <ul style="list-style-type: none"><li>i. By indicating our compliance, I (The Tenderers Authorised Person) / We (The Tenderer) agree that I am/We are bound by and will comply with the Conditions of Tender contained in this Request.  I/We agree that there will be no cost payable by the Principal towards the preparation or submission of this Request irrespective of its outcome.</li><li>ii. In submitting a Tender to this Request for Tender the Tenderer acknowledges and agrees that it is subject to the Western Australian Building and Construction Industry Code of Conduct 2016, and must apply with each of the obligations described in the Code.</li></ul>
<b>c)</b>	<b>Financial Position</b> <ul style="list-style-type: none"><li>i. Does your organisation have the ability to pay all debts in full as and when they fall due? (If no, please provide details).</li><li>ii. Does your organisation have any current litigation, claim or judgement as a result of which you may be liable for \$50,000 or more? (If yes, please provide details).</li><li>iii. Will you co-operate with an independent financial assessor during the conduct of financial assessments? (If no, please outline your reason why).</li></ul>
<b>d)</b>	<b>Conflict of Interest</b> <p>Will any actual or potential conflict of interest in the performance of your obligations under the Contract exist if you are awarded the Contract, or are any such conflicts of interest likely to arise during the Contract?</p>
<b>e)</b>	<b>Electronic Signature</b> <ul style="list-style-type: none"><li>i. If successful, do you consent to signing the contract electronically through and appropriate method? (If no, please outline your reason why).</li><li>ii. Provide details of your organisations signatories to execute this Contract under the section 127 of the Corporations Act 2001 (Cth) (<a href="http://www.austlii.edu.au/au/legis/cth/consol_act/ca2001172/s127.html">http://www.austlii.edu.au/au/legis/cth/consol_act/ca2001172/s127.html</a>)</li></ul>

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	<p>(Note: If you are a sole director only one signatory is required)</p> <ul style="list-style-type: none"><li>• Full Name:</li><li>• Position Title</li><li>• Direct email address</li></ul> <p>The email account must be the account for the authorised signatory and cannot be a generic email such as admin@, info@, customer@ etc.</p>
<b>f)</b>	<p><b>Insurance Details</b></p> <p>i. Please provide your organisational insurance details for:</p> <ul style="list-style-type: none"><li>• Public Liability Insurance, Value (\$20M or greater) / Expiry Date;</li><li>• Motor vehicle, plant &amp; equipment (owned, leased or hired) Value (\$)/ Expiry Date;</li><li>• Workers Compensation Insurance Value (\$50M or greater) / Expiry Date.</li></ul>
<b>g)</b>	<p><b>Alternative Tenders</b></p> <p>Tenderers are to provide their proposed alternative solution if applicable.</p>
<b>h)</b>	<p><b>Departures</b></p> <p>Tenderers are to provide their departures from the proposed General Conditions of Contract (a separate attachment has been provided for this purpose and is available from the Shire. It is entitled <b>RFT 2 2019/20 General Conditions Departures Table</b>).</p>
<b>i)</b>	<p><b>Addendums / Acknowledgement</b></p> <p>Tenderers are to acknowledge receipt of any addendums issued and whether you have allowed for any price adjustments resulting in any issued addendum.</p>
<b>j)</b>	<p><b>Critical Assumptions</b></p> <p>Tenderers are to specify any assumptions they have made that are critical to the Tender, including assumptions relating to pricing and ability to provide the Requirements in the manner specified in this Request.</p>
<b>k)</b>	<p><b>Registrations/Certifications</b></p> <p>Highlight your registrations/certifications that will support your credentials: (E.g. OSH certifications, Supervisory credentials etc).</p>
<b>l)</b>	<p><b>Pricing</b></p> <p>Complete the pricing schedule "Schedule of Prices" (a separate attachment has been provided for this Criterion and is available from the Shire).</p>

## **2.21 Qualitative Criteria**

In determining the most advantageous Tender, the Evaluation Panel will score each Tenderer against the qualitative criteria as detailed below. Each criterion is weighted to indicate the relative degree of importance that the Principal places on the technical aspects of the goods or services being purchased.

It is essential that Tenderers address each qualitative criterion. Information that you provide addressing each qualitative criterion will be point scored by the Evaluation Panel. Failure to provide the specified information may result in elimination from the tender evaluation process or a low score.

The criteria are for information purposes. Tenderers must respond to these criteria within their submission

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<b>Qualitative Criteria</b>		<b>Weighting</b>
<b>a)</b>	<b>Service Methodology</b> The Tenderer will be assessed on the degree to which <ol style="list-style-type: none"><li>i. the proposed service methodology will facilitate the achievement of the outcome, service specific outcomes and meet the service requirements described in Part 3;</li><li>ii. the Respondent demonstrates adequate appreciation and understanding of the Requirements of this RFT</li><li>iii. provide a comprehensive methodology that will be used to achieve the outcomes/service requirements.</li></ol>	<b>20%</b>
<b>b)</b>	<b>Skills and Experience</b> The Respondent will be assessed on the degree to which it has the skills and experience to perform the required service and must provide: <ol style="list-style-type: none"><li>i. information regarding organisational skills to perform the proposed requirements set out in Part 3 including;<ol style="list-style-type: none"><li>a. evidence of experience in similar facility management;</li><li>b. staff allocated to the contract (onsite and supervisory) and their experience in this industry.</li></ol></li><li>ii. brief details of any previous similar or relevant experience.</li></ol>	<b>20%</b>
<b>c)</b>	<b>Equipment and Machinery</b> <ol style="list-style-type: none"><li>i. Provide a description of all equipment and machinery to be used onsite in respect to meeting the obligations of the contract including fire response, green waste processing, and processing recyclables.</li><li>ii. In addition to the above list details of backup equipment available to the Contractor within two (2) business days of breakdown of normally operational plant and equipment to executive the requirements of the Contract in the case of machine downtime.</li></ol>	<b>10%</b>
<b>d)</b>	<b>Administrative Capacity and Customer Service</b> <ol style="list-style-type: none"><li>i. Provide details of your support equipment and/or IT capacity that you possess that will facilitate your reporting and accounting requirements under the Contract;</li><li>ii. Describe in what format how you will provide data to the Principal for reporting waste quantities as per clause 3.1 of the RFT;</li></ol>	<b>10%</b>

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<b>e)</b>	<b>Occupational Health and Safety</b>  i. Demonstrate understanding of safety issues specific to managing a waste facility of this size and scope; ii. Provide details of your recent safety record; iii. Confirm any training in OS&H that your company and employees have undertaken.	<b>20%</b>
<b>f)</b>	<b>Local Economic Benefit</b>  The Tenderer must provide details of the benefits to the local community (within the Shire boundaries) from their involvement in this contract. Examples may include, but should not be limited to things such as: <ul style="list-style-type: none"><li>• Local Employment;</li><li>• Use of local service providers;</li><li>• Use of local food and beverage providers;</li><li>• Use of local accommodation for work crews; and</li><li>• Sourcing of materials and consumables locally.</li></ul>	<b>20%</b>

## 2.22 Value Considerations

The non-weighted cost method is used where functional considerations such as capacity, quality and adaptability are seen to be crucial to the outcome of the contract.

The evaluation panel will make a series of value judgements based on the capability of the Tenderers to complete the Requirements and a number of factors will be considered including:

- a) the qualitative ranking of each Tenderer;
- b) the pricing submitted by each Tenderer;
- c) Risk assessment;
- d) Regional Price Preference Policy; a copy is available; and
- e) any other criteria that may affect the value for money.

Once Tenders have been ranked, the evaluation panel will make a value judgement as to the cost affordability, qualitative ranking and risk of each Tender, in order to determine the Tender which is most advantageous to the Principal.

The tendered price will be considered along with related factors affecting the total cost to the Principal (e.g. the lifetime operating costs of goods or the Principal's contract management costs may also be considered in assessing the best value for money outcome).

## **2.23 Regional Price Preference**

Tenderers for the Contract may be afforded a preference in accordance with Regulation 24(A-G) of the Local Government (Functions and General) Regulations and the Principals Regional Preference Policy.

A copy of the Shire's Policy is included in the Price Schedule document attached to this RFT.

## **2.24 Price Basis**

Tenderers must complete and attach the Price Schedule which has been attached to this RFT.

**Price is NOT weighted for Tender evaluation purposes but assessed on a value for money basis.**

All prices for goods/services offered under this Request are to be fixed for the term of the Contract. Tendered prices must include Goods and Services Tax (GST).

## **2.25 Ownership of Tenders**

All documents, materials, articles and information submitted by the Tenderer as part of or in support of the Tender will become, upon submission, the absolute property of the Principal and will not be returned to the Tenderer at the conclusion of the Tender process provided that the Tenderer be entitled to retain copyright and other intellectual property rights therein, unless otherwise provided by the Contract.

## **2.26 Canvassing of Officials**

If the Tenderer, whether personally or by an agent, canvasses any of the Principal's Officers or Councillors (as the case may be) with a view to influencing the acceptance of any Tender made by it or any other Tenderer, then regardless of such canvassing having any influence on the acceptance of such Tender, the Principal may at its absolute discretion omit the Tenderer from consideration.

## **2.27 Identity of the Tenderer**

The identity of the Tenderer and the Contractor is fundamental to the Principal. The Tenderer will be the person, persons, corporation or corporations named as the Tenderer within your Tender. Upon acceptance of the Tender, the Tenderer will become the Contractor.

## **2.28 Costs of Tendering**

The Principal will not be liable for payment to the Tenderer for any costs, losses or expenses incurred by the Tenderer in preparing their Offer.

## **2.29 Tender Opening**

Tenders will be opened at the Shire offices at 21 Victoria Street, Mingenew, WA 6522 as soon as practicable following the advertised Deadline. All Tenderers and members of the public may attend or be represented at the opening of Tenders.

The names of the persons who submitted a Tender by the due Deadline will be read out at the Request for Tender opening. No discussions will be entered into between Tenderers, members of the public and the Principal's officers present or otherwise, concerning the Tenders submitted.

## **2.30 In House Tenders**

The Principal does not intend to submit an In-House Tender.

### **3 Specification/Brief/Requirements**

#### **3.1 Contract Requirements in Brief**

The Contractor shall:

- Manage the site in accordance with the provisions of the following;
  - Environmental Protection Act 1986;
  - Landfill Waste Classification and Waste Definitions 1996 (as amended 2018);
  - Environmental Protection (Rural Landfill) Regulations 2002;
  - Council's Occupational Health and Safety policies, practices and procedures;
  - the Environmental Management Plan; and
  - other relevant statute

such that no breaches occur as a result of the Contractor's failure to provide the agreed services; Note: The site does not currently have or require a Licence as it accepts less than 500 tons of material per annum, however the site is generally being managed in accordance (where relevant) with the conditions of a previous licence number 6923/5 issued on 17<sup>th</sup> November 2001 and subsequently withdrawn by the environment agency.

- Keep written records of all vehicle movements and weight assessments of materials into and out of the facility (weights to be calculated as directed by the Shire from time to time);
- Record the number and dates of transfer bins taken to the landfill;
- Record the quantity of any type of recycled material sold through the transfer station.
- Provide monthly reports on the operation including vehicle movements, weights of recycling and other materials received and processed at the facility, fees taken (if any), incidents and other information as requested from time to time by the Shire;
- Ensure that the transfer station and recycling area is open and supervised to receive waste, at minimum, for 10 hours over the course of the weekend (can be spread over Saturday and Sunday) and 8 hours mid-week (can be spread over the days of Tuesday, Wednesday and Thursday). These are minimum requirements; the Contractor may increase supervised operating hours in consultation and written agreement with the Principal.
- Only allow acceptance of material in accordance with the provisions of the site's classification and the Landfill Waste Classification and Waste Definitions 1996 (as amended 2018);
- Where transfer bins are in use, they shall be supplied by the Shire (or its collection contractor) and the contractor shall monitor the bins to ensure that at

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least one bin is available for use at all times (the Shire will, at its own expense, transport each full transfer bin to and have it emptied at a suitable landfill site).

- Establish appropriate recycling systems and facilities, in consultation with the Principal;
- Maximise the processing of recyclables received, other than green waste, into a form that is marketable, including sorting and baling or otherwise compacting each material;
- Provide, and be responsible for, all equipment and expertise necessary to give effect to this;
- Ensure that;
  - recyclables are regularly removed from the transfer station;
  - the areas in which recyclables are stored within the facility are kept tidy at all times; and
  - quantities of recyclable materials are not permitted to build up to such an extent that they overflow the area allocated to them.
- Of its own volition, elect to bulk haul unsorted material to market.
- The Contractor will be required to monitor the stockpiles of green waste to ensure that the material is at all times confined within the area allocated to it and shall advise Shire if the piles are building up to unmanageable levels.
- If green waste is mulched by the Contractor, move mulched green waste off the transfer station as soon as practicable after the completion of mulching. Green waste is not to be composted at the transfer station without approval by Shire and the relevant agencies. A small amount of mulched green waste may be kept at the transfer station in a suitable bay for sale to the public.
- At its own expense provide the necessary labour, plant, vehicles and equipment for the proper and efficient performance of its obligations under this agreement including the necessary implements, tools and appliances for the effective maintenance of the vehicles, apparatus, appliances and equipment.
- Pay all wages and on-costs relating to its employees.
- Promptly pay all water, gas, electricity, telephone and other utility charges that may be due and payable in relation to the transfer station;
- Maintain a diary of events, which shall at least include the following:
  - time and dates of all significant events at the transfer station which have the potential to cause damage to the environment, and
  - time and dates of all accidents or near accidents at the transfer station, together with a report on the circumstances surrounding each such incident;
- Keep a register of all complaints about the operation of the facility;
- Ensure that the entrance gate to the transfer station is securely locked when the facility is not attended;
- Be accredited, or be willing to obtain accreditation, for inspection of triple rinsed used chemical drums under the drum muster scheme and co-ordinate with Shire to run up to two collection days each calendar year;
- Provide such equipment, amenities, approvals and all else that is required by any lawful authority for any employee, agent or sub-contractor of the Contractor; and

### **Part 3 READ AND KEEP THIS PART**

- Undertake the various other duties and activities specified in Schedule 3 to this Agreement, and also those responsibilities specified for the Facility Attendant in the current version of the Mingenew Resource Recovery Park EMP.

At its own expense:

- keep the transfer station and all improvements (including fencing) thereon in good repair and condition (fair wear and tear excepted) and promptly make good any damage which the Contractor or any employee or agent of the Contractor may cause to the transfer station or any improvement thereon;
- maintain the transfer station in a neat, clean and tidy condition to the satisfaction of Shire's CEO and Works Supervisor, including:
  - maintaining any landscaped areas within the transfer station free of weeds with a minimum cover of 50mm of mulch,
  - picking up from around the perimeter fence of the transfer station on a weekly basis all windblown rubbish, and
  - regularly cleaning the transfer bin area, ensuring that rubbish is swept into bins and that no water is used for cleaning purposes in this area;
  - carry out minor repairs where no expenditure of funds is required;
  - spray, as required, with equipment and insecticide provided by the Shire, flies in the vicinity of the transfer bin area; and
  - carry out rat and other vermin baiting programs as required, with bait supplied by the Shire.
- If the Shire adopts disposal fees, make a separate provision for:
  - Collection of disposal fees as fixed from time to time by the Shire and issue such tickets or other evidence of payment of that fee as the Shire shall from time to time require;
  - Implementation of cash handling procedures as required;
  - Payment of all disposal fees each month, less the agreed percentage, to the Shire's bank account; and
  - Common users to pay the disposal fee by a monthly account.

It should be noted that:

- The Contractor shall have the exclusive scavenging rights to all waste or recyclables deposited at the transfer station.
- Any buildings constructed by the Contractor on the transfer station shall remain the property of the Contractor during the currency of the agreement. On termination of the agreement, unless otherwise negotiated, ownership of the buildings will pass to Shire.
- During the currency of the contract, the Contractor shall be responsible, at its own expense, for maintaining its improvements in good condition.
- In carrying out its obligations under this agreement, the Contractor will be required to comply with the terms of any statute affecting the transfer station or any operation on the transfer station, all notices, orders or other lawful directions issued to it by the state environmental agency or the Shire or any other statutory

**Part 3 READ AND KEEP THIS PART**

body and the lawful instructions of authorised officers and other delegates of relevant Public Authorities.

## **4 General Conditions of Contract**

The proposed Conditions of Contract are The General Conditions of Contract for the Provision of Goods and Services.