

REQUEST FOR TENDER

| | |
|-------------------|--|
| RTQ Number | RFT01 2025/26 – Landfill Earthwork Services |
|-------------------|--|

| | |
|-------------------------------------|------------------------------|
| Closing Day/Date & Time: | 4.00pm Monday 04 August 2025 |
|-------------------------------------|------------------------------|

| | |
|---------------------|---|
| Submissions: | To be submitted through Tenderlink Portal |
|---------------------|---|

| | |
|-------------------------|---|
| Contact Details: | Brian Wall 9041 1611 tenders@merredin.wa.gov.au |
|-------------------------|---|

| | |
|-----------------------------|---|
| Mandatory Inspection | 31 July 2025 Merredin Landfill Facility Chandler Road |
|-----------------------------|---|

TABLE OF CONTENTS

| | | |
|-------|---|----|
| 1. | CONDITIONS OF RESPONDING | 2 |
| 1.1. | Project Executive Summary | 2 |
| 1.1.1 | Disclosure of Contract Information | 2 |
| 1.1.2 | Tenderers to inform themselves | 2 |
| 1.2. | Definitions..... | 2 |
| 1.3. | Separate Documents | 4 |
| 1.4. | Contact Person..... | 4 |
| 1.5. | Lodgement of Response and Delivery Method | 4 |
| 1.6. | Rejection of Responses | 4 |
| 1.7. | Acceptance of Responses | 5 |
| 1.8. | Response Validity Period | 5 |
| 1.9. | Briefing / Site Inspection..... | 5 |
| 1.10. | Precedence of Documents..... | 5 |
| 1.11. | Alterations | 5 |
| 1.12. | Ownership of Responses | 5 |
| 1.13. | Canvassing of Officers..... | 6 |
| 1.14. | Costs of Quoting | 6 |
| 2. | SELECTION PROCESS SUMMARY..... | 7 |
| 2.1. | Selection Criteria..... | 7 |
| 2.2. | Mandatory Criteria | 7 |
| 2.3. | Compliance Criteria | 7 |
| 2.4. | Qualitative Criteria..... | 7 |
| 2.5. | Price Basis | 9 |
| 2.6. | Regional Price Preference..... | 9 |
| 2.7. | Principles and Policies That May Affect Selection | 9 |
| 2.8. | Alternative Response | 9 |
| 2.9. | Risk Assessment..... | 9 |
| 3. | SPECIFICATION | 11 |
| 3.1. | Background Information..... | 11 |
| 3.2. | Specification..... | 11 |
| 3.3. | Meetings | 14 |
| 3.4. | Implementation Timetable | 14 |
| 4. | CONDITIONS OF CONTRACT | 15 |
| 4.1. | General Conditions | 15 |
| 4.2. | Special Conditions..... | 16 |

| | | |
|------|--|----|
| 4.3. | Conditions Related to Construction Works | 17 |
| 5. | TENDERER'S OFFER | 22 |
| 5.1. | Offer Form & Identity of Tenderer | 22 |
| 5.2. | Mandatory Criteria | 23 |
| 5.3. | Compliance Criteria | 23 |
| 5.4. | Qualitative Criteria..... | 24 |
| 5.5. | Price Information | 26 |
| 6. | WORK HEALTH AND SAFETY | 29 |
| 6.1. | Questionnaire | 29 |
| 6.2. | Safety Record | 30 |
| 7. | STATEMENT OF NON- COMPLIANCE, DEPARTURES AND EXCLUSIONS..... | 31 |

1. CONDITIONS OF RESPONDING

1.1. Project Executive Summary

The Shire of Merredin is seeking submissions from suitably qualified and experienced contractors for the provision of earthworks services at the Shire of Merredin Landfill facility. The successful contractor will be responsible for routine landfill operations, including waste compaction and covering, as well as incidental site earthworks.

This service is critical to ensure that the landfill site remains safe, compliant, and operates efficiently in accordance with environmental licence conditions.

1.1.1 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.

1.1.2 Tenderers to inform themselves

Tenderers will be deemed to have:

- a) Examined this Request and any other information available in writing to Tenderers for the purpose of preparing a Response;
- b) Examined all further information relevant to the risks, contingencies and other circumstances having an effect on their Response which is obtainable by the making of reasonable enquiries;
- c) Satisfied themselves as to the correctness and sufficiency of their Response including submitted prices which will be deemed to cover the cost of complying with all the conditions of responding 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 Respondent and that negotiations are to be carried out in good faith;
- e) Tenderers should check to ensure that it includes all pages which are numbered consecutively and that all supplements referred to are also included; and
- f) Satisfied themselves they have a full set of the Request documents and all relevant attachments.

1.2. Definitions

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

| | |
|---|--|
| Adobe Acrobat Reader or Microsoft Office – 2007: | Responses must be compatible with this software or higher. |
| Alternative Response/ Alternative Quote: | Is a non-conforming tender response where an alternative solution is offered, a substitute product or service, |
| Bank Guarantee: | Formal document issued by a financial services provider. |
| Commissioners or Councillors or Officers: | Elected and non elected employees of the Shire. |

PART 2 – READ AND KEEP THIS PART

| | |
|---|--|
| Conditions Responding: | of Section 1 |
| Contractor: | Means the person or persons, corporation or corporations whose Request for Quote response is accepted by the Principal, and includes the executors or administrators, successors and assigns of such person or persons, corporation or corporations. |
| Deadline: | The deadline for lodgement of submissions, as detailed on the front cover of this Request for Tender |
| General Conditions of Contract/Contract: | Means AS4000-AS2124, WALGA Conditions of Contract for the provision of asset maintenance and services |
| Offer/Tenderers Offer: | Your offer to be selected to supply the Requirements. |
| Qualitative Criteria: | Section 2.4 of this document. |
| Part 5: | Respondents Offer |
| Principal/Client: | Shire of Merredin (Shire) |
| Price Schedule: | 5.5.2 includes Schedule of Rates |
| RCTI: | Recipient Created Tax Invoice (RCTI) has the meaning prescribed in the GST Law |
| Regional Price Preference Policy: | A regional price preference is applied to a response, in accordance with the <i>Local Government (Functions and General) Regulations 1996</i> |
| Request OR RFQ OR Request for Quote: | This document. |
| Requirements: | The goods and/or services requested by the Principal. |
| /Respondent/s Tenderer/s: | Someone who has or intends to submit an Offer to the Principal |
| Response/Submission: | Completed Offer, response to Selection Criteria and attachments. |
| Safe Work Procedure: | Directions on how work is to be carried out safely and are required for all hazardous tasks performed at your workplace. |
| Selection Criteria: | The criteria used by the Principle in evaluating your submission. |
| Specification/s: | The statement of Requirements that the Principle requests you to provide if selected. |
| Superintendent: | Executive Manager Infrastructure Services |

PART 2 – READ AND KEEP THIS PART

| | |
|------------------------------|---|
| Terms and Conditions: | Terms and Conditions of this document and the Conditions of Contract for Contract for the provision of asset maintenance and services |
| Shire/s: | Shire of Merredin |
| Tenderlink: | The Shire's procurement platform. |
| WUC: | Works Under Contract – any or all tasks covered in the Requirements and Specifications of the contract. |

1.3. Separate Documents

Appendix 1 – Operational Management Plan, Chandler Road Waste Management Facility

Appendix 2 – Department of Water and Environmental Regulation Environmental Licence

1.4. Contact Person

Name: Brian Wall, Executive Manager Infrastructure Services

Phone: (08) 9041 1611

Email: tenders@merredin.wa.gov.au

Any questions related to this Tender request should be requested online using Tenderlink.

1.5. Lodgement of Response and Delivery Method

The submission must be lodged by the Deadline. The Deadline for this request is nominated on the front cover of this document.

The Shire only accepts electronic submissions via Tenderlink portal. Submissions via facsimile, email or post will not be accepted.

The Shire's required format for submissions is the completion of the Responders Template, included as Attachment 1.

The Shire's preferred format for the submission is a single PDF file readable by Adobe Acrobat Reader or Microsoft Office – 2007 and above applications, with all pages numbered consecutively and indexed.

Any brochures, pamphlets or other supporting documentation shall be included either in the same file or a separate file. If in a separate file; such documentation shall be fully cross referenced to the appropriate section of the submission.

Respondents are responsible for ensuring they have completed the lodgement of their submission documents correctly. Respondents will receive a successful lodgement email notification from Tenderlink to confirm what has been successfully submitted. The respondents must allow sufficient time to upload large documents before the closing time.

In submitting Tenders to Tenderlink, Respondents represent that they have taken reasonable steps to ensure that quote response files are free of viruses, worms or other disabling features which may affect Tenderlink and/or the Principal's computing environment. Tenders found to contain viruses, worms or other disabling features may be excluded from the evaluation process.

1.6. Rejection of Responses

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

- a) it is submitted after the Deadline; or
- b) it is not submitted at the place specified in the Request for Tender; or
- c) the Tenderer does not submit an Offer form which has been completed and signed together with all the required Attachments.

A response may also be rejected if it fails to comply with any other requirements of the Request for Tender. Submissions received after the Deadline, or in a place other than stipulated in this document, will not be accepted for evaluation.

1.7. Acceptance of Responses

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

1.8. Response Validity Period

All Responses will remain valid and open for acceptance for a minimum period of ninety (90) days from the Deadline.

1.9. Briefing / Site Inspection

A pre - submission site inspections is required for all potential Tenderers to attend.

Attendance at this meeting is mandatory.

The Site Inspection will provide Tenderers with the opportunity to clarify any uncertainties with the contact person prior to the closing of the Request for Tender.

Please confirm with the Executive Support Officer, via tenders@merredin.wa.gov.au or (08) 9041 1611 your attendance at this meeting no later than *Wednesday 30 July 2025*.

Failure to attend this Site Inspection will render the Tenderer ineligible to submit a Request for Tender

Precedence of Documents

In the event of there being any conflict or inconsistency between the Terms and Conditions herein and those in the General Conditions of Contract, the Terms and Conditions appearing in the General Conditions of Contract will have precedence.

1.10. Alterations

The Tenderer must not alter or add to the Request documents unless required by these general conditions of Responding.

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

1.11. Ownership of Responses

All documents, materials, articles and information submitted by the Tenderer as part of or in support of a Response shall become, upon submission, the absolute property of the Principal and will not be returned to the Tenderer at the conclusion of the Response process provided that the Tenderer shall be entitled to retain copyright and other

intellectual property rights therein, unless otherwise provided by the Terms and Conditions of this document or the Conditions of Contract.

1.12. Canvassing of Officers

If a Tenderer, whether personally or by agent, canvasses or seeks a deputation of or public statement to any of the Principal's Commissioners or Councillors (as the case may be) or Officers with a view to influencing the acceptance of any Tenderer, then regardless of such canvassing or deputation or public statement having any influence on the acceptance of such Submission, the Principal may at its discretion omit the Tenderer from consideration.

1.13. Costs of Quoting

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

2. SELECTION PROCESS SUMMARY

2.1. Selection Criteria

The Contract may be awarded to a single or multiple Tenderer(s) who best demonstrates the ability to provide quality products and or services at a competitive price. The quoted prices will be assessed together with the qualitative and compliance criteria to determine the most advantageous outcome to the principal.

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

The extent to which the Tenderer demonstrates greater satisfaction of each of these criteria will result in a greater score. The aggregate score of each Response 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.

2.2. Mandatory Criteria

Where applicable, these criteria will be detailed within Part 5 of this document and will not be point scored. Each Response will be assessed on a Yes/No basis as to whether the criterion is satisfactorily met. An assessment of “No” against any criterion will eliminate the Submission from consideration.

2.3. Compliance Criteria

These criteria are detailed within Part 5 of this document and will not be point scored. Each Response will be assessed on a Yes/No basis as to whether the criterion is satisfactorily met. An assessment of “No” against any criterion may eliminate the Submission from consideration.

2.4. Qualitative Criteria

In determining the most advantageous Response, the Evaluation Panel will score each Response against the Qualitative Criteria as detailed within Part 5 of this document. Each criterion will be 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 evaluation process or a low score.

The following criteria will be used to assess the award of the contract:

| Criteria | (%) |
|--|-------------|
| Relevant Experience | 30% |
| Demonstrated Understanding & Resources | 30% |
| Capacity to Deliver & Resources | 30% |
| Local Business to Merredin (compliance with Regional Provider) | 10% |
| Total | 100% |

2.5 Price Basis

Variable Prices

All prices for Services offered under this Request are to be variable for the contract term. All prices will vary according to the variation mechanism outlined below:

Council will consider an annual adjustment to the contract value upon application by the contractor, based on the annual National Consumer Price Index (CPI) rate."

Unless otherwise indicated, prices submitted must include and all applicable levies, duties, taxes and charges. Any charge not stated in the response as being additional will not be allowed as a charge for any transaction under any resultant Contract.

2.6 Regional Price Preference

Tenderers for the contract may be afforded a preference in accordance with the Shire's Regional Price Preference Policy (3.3) last reviewed on 20 December 2016

The Policy stipulates that:

The regional price preference to be given to either a Region 1 or Region 2 tenderer or supplier of a quotation are outlined below and represents at which the regional tender's price bids or quotations would be reduced for the purpose of assessing the tender or quotations.

Region 1:

A preference may be given to a regional tenderer or supplier of a quotation from "region 1" by assessing the tender or quote from that regional tenderer as if the price bids were reduced by:

- a. 10% - where the contract is for goods or services, up to a maximum price reduction of \$50,000;
- b. 5% - where the contract is for construction (building) services, up to a maximum price Goods and Services to a maximum price reduction of \$50,000; or
- c. 10% - where the contract is for goods or services (including construction (building) services), up to a maximum price reduction of \$500,000, if the local government is seeking tenders for the provision of those goods or services for the first time, due to those goods or services having been, until then, undertaken by the local government.

Region 2:

A preference may be given to a regional tenderer or supplier of a quotation from "region 2" by assessing the tender or quote from that regional tenderer as if the price bids were reduced by :

- a. 5% - where the contract is for goods or services, up to a maximum price reduction of \$25,000;
- b. 2.5% - where the contract is for construction (building) services, up to a maximum price reduction of \$25,000; or
- c. 5% - where the contract is for goods or services (including construction (building) services), up to a maximum price reduction of \$250,000, if the local government is seeking tenders for the provision of those goods or services for the first time, due to those goods or services having been, until then, undertaken by the local government.

| |
|----------------------------------|
| PART 2 – READ AND KEEP THIS PART |
|----------------------------------|

In the case of this RFT Region 1, 10% - where the contract is for goods or services, up to a maximum price reduction of \$50,000;” is applicable.

OR

In the case of this RFT Region 2, 5% - where the contract is for goods or services, up to a maximum price reduction of \$25,000; is applicable.

If applicable, the successful Tenderer will be required to report on the application of the Regional Price Preference Policy throughout the contract.

The Tenderer must submit the price schedule in Part 5.5.2 Price Schedule, inclusive of all information required to determine application of the Shire’s Regional Price Preference Policy.

The entire policy is available here:

<https://www.merredin.wa.gov.au/documents/policies-and-procedures>

2.7 Principles and Policies That May Affect Selection

The following policies may affect this selection:

- Code of Conduct
- Business Ethics IOP
- Regional Price Preference Policy
- WHS Policy

2.8 Alternative Response

All Alternative Responses (non-conforming) may be accompanied by a conforming Response. The Principle may in its absolute discretion reject any Alternative Response as invalid.

Tenders submitted as an Alternative Response or made subject to conditions other than the General and Special Conditions of Contract must in all cases arising be clearly marked “ALTERNATIVE RESPONSE”.

Any printed “General Conditions of Contract” shown on the reverse of a Quote letter or quotation form will not be binding on the Principal, in the event of a Contract being awarded, unless the Quote is marked as an “Alternative Response”. The principle may in its absolute discretion reject any changes to the General Conditions of Contract as invalid.

2.9 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
- 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 provide 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 to otherwise meet their obligations under any proposed Contract.

| |
|----------------------------------|
| PART 2 – READ AND KEEP THIS PART |
|----------------------------------|

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 submissions and will be treated as strictly confidential.

All Tenderers will be given particulars of the successful Respondent or advice that no Response was accepted.

3. SPECIFICATION

3.1. Background Information

The Shire of Merredin is seeking submissions from suitably qualified and experienced contractors for the provision of earthworks services at the Shire of Merredin Landfill. The successful contractor will be responsible for routine landfill operations, including waste compaction and covering, as well as incidental site earthworks.

This service is critical to ensure that the landfill site remains safe, compliant, and operates efficiently in accordance with environmental licence conditions.(Licence number L8513/2010/2)

The contractor will work in close liaison with the Gatehouse Officer to ensure waste is disposed of in the correct location and access is always safe.

The contractor shall liaise with the Gatehouse Officer prior to commencing any works to confirm pre-commencement requirements.

3.2. Specification

3.2.1. Scheduled Earthworks Services (2 days per week)

Provide a suitable compactor or tracked loader to:

- Compact deposited waste material to required density and layer standard
- Apply daily cover (clean fill) material to meet environmental compliance.
- Shape and maintain the active tipping area to:
 - Minimise windblown litter.
 - Ensure environmental and drainage compliance.
 - Maintain site access.
- Excavate new waste cells as required.

3.2.2. Incidental Earthworks Services (as required)

- Relocate clean fill/topsoil and stockpiled materials.
- Conduct minor reshaping or grading for drainage or operational efficiency
- Relocate waste or cover material within landfill cells.
- Assist with road maintenance or site clean-up as directed.

3.2.3. Drawings

The following drawing shows the current layout of the landfill facility.



3.2.4. Reporting requirements

The tenderer shall provide a report summarising all earthworks activities for by the second Monday of each and every month.

A detailed account of all activities undertaken, including:

- Waste compaction operations (equipment used, dates, and estimated volumes compacted).
- Application of daily cover, including volume and source of cover material.
- Shaping and maintenance works on the active tipping face, including measures taken to:
 - Minimise windblown litter.
 - Ensure compliance with drainage and environmental standards.
 - Maintain safe and effective site access.

Excavation and Cell Development

- Description of any new waste cell excavation works, including locations, volumes, and equipment used.

Incidental Earthworks (if applicable)

- Relocation or stockpiling of clean fill, topsoil, or other site materials.
- Minor reshaping, grading or drainage works undertaken to improve operational efficiency.
- Movement or adjustment of waste or cover materials within landfill cells.
- Road maintenance or site clean-up activities completed upon direction of the Superintendent.

Equipment Log

- Summary of plant and equipment used, including operating hours and any downtime or breakdowns.

Environmental and Safety Compliance

- Record of any issues, incidents, or non-compliances observed during operations.
- Confirmation of adherence to site environmental management and safety protocols.

Photographic Records

- Photographs showing the condition and progress of the tipping area, any cell excavation, and relevant earthworks.

All reports must be provided in both PDF and editable formats (e.g., Word or Excel) and may be subject to review or request for clarification by the Superintendent.

3.2.5. Deliverables

The Contractor deliverables for this project are:

| Area | Deliverable |
|----------------|--|
| <i>Service</i> | Daily cover of waste on the allocated days required. |
| | The excavation of new landfill cells as required |
| | Maintained road and access points for customers |

3.2.6. Performance measure (KPI's), targets and outcomes

| Item | Due by/measured by |
|--|------------------------|
| Waste is covered by close of business on allocated waste delivery days | Visual coverage |
| Access ways are maintained | Customer complaints |
| Available cells for waste | Superintendent request |

3.3. Meetings

The Contractor shall attend meetings as reasonably requested by the Principal. This may include information briefings with stakeholders.

The Contractor must attend and make provision for monthly progress meetings, whereby the following will be addressed:

- a) Progress of works
- b) Review of schedule
- c) Contractual matters (progress claims, Extension of Time's, variation register)
- d) Workplace Health and Safety

This meeting can be conducted via teleconference, attendance on site is not required

3.4. Implementation Timetable

| Milestone Description | Target Date |
|--|----------------|
| Request for Tender released | 10 July 2025 |
| Mandatory/optional briefing or site inspection | 30 July 2025 |
| Closing date for submissions | 4 August 2025 |
| Contract award | 26 August 2025 |
| Finalisation of Contract documentation | 27 August 2025 |

4. CONDITIONS OF CONTRACT

4.1. General Conditions

The General Conditions of Contract are to be read in conjunction with the contract specification and AS 4000 – 1997 Construction and 4906 – 2002 Minor Works.

It is the Tenderers responsibility to ensure they have read and understood the relevant General Conditions of Contract. This information may be obtained from Tenderlink.

The following information is provided by the Principal:

| | |
|--|--|
| Principal | Shire of Merredin ABN 87 065 676 484 |
| Commencement Date | 1 September 2025 |
| Term of Contract | 5 years – 1 September 2025 – 31 August 2030 |
| Extensions (At the sole discretion of the Principal) | The Contract may be extended for up to two additional periods of one year each, at the sole discretion of the Shire and subject to its express written authorisation. |
| Public Liability Insurance | The Contractor shall obtain insurance to the value of \$20 million |
| Public and Product Liability | Public and products liability insurance covering the legal liability of the Contractor and the Contractor's Personnel arising out of the Products and / or Services for an amount of: a) not less than \$20 million for any one occurrence; b) unlimited in the number of occurrences happening in the period of insurance in respect of public liability; and limited in the annual aggregate to \$20 million in respect of products liability. |
| Professional Indemnity | Professional indemnity insurance covering the legal liability of the Contractor and the Contractor's Personnel under the Customer Contract, arising out of any act, negligence, error or omission made or done by or on behalf of the Contractor, or any subcontractor in connection with the Contract for a sum of \$5 million for any one claim and in the annual aggregate, with a provision of one automatic reinstatement of the full sum insured in any one period of insurance. Professional indemnity insurance required under this clause must include: a) fraud and dishonesty; b) defamation; c) infringement of intellectual property rights; d) loss of or damage to documents and data; and e) breach of Australian Consumer Law. |
| Motor Vehicle Insurance | Motor vehicle third party insurance covering legal liability against property damage and bodily injury to, or death of, persons (other than compulsory third party motor vehicle insurance) caused by motor vehicles used in connection with the Products and / or Services for an amount of not less than \$30 million for any one occurrence or accident. |
| Compulsory Third Party | Compulsory third party insurance as required under any statute relating to motor vehicles used in connection with the Products and / or Services. |
| Workers' Compensation | Workers' compensation insurance in accordance with the provisions of the <i>Workers' Compensation and Injury Management Act 1981 (WA)</i> , including cover for common law liability for an amount of not less than \$50 million for any one occurrence in |

PART 4 – READ AND KEEP THIS PART

| | |
|-----------------|--|
| | respect of workers of the Contractor. The insurance policy must be extended to cover any claims and liability that may arise with an indemnity under section 175(2) of the <i>Workers' Compensation and Injury Management Act 1981</i> . |
| Progress claims | To be issued monthly |

4.2. Special Conditions

4.2.1. Publicity

The Tenderer shall not issue any information, publication, document or article for publication in any media which includes details of the work under the Contract without the written approval of the Principal.

The Tenderer shall make arrangement for site access by stakeholders for the purpose of publicity when reasonably requested by the Principal.

4.2.2. Goods and Services Tax (GST)

For the purposes of this clause:

- a) "GST" means goods and services tax applicable to any taxable supplies as determined under the GST Act.
- b) "GST Act" means A New Tax System (Goods and Services Tax) Act 1999 and (where the context permits) includes the Regulations and the Commissioner of Taxation's Goods and Services Tax Rulings and Determinations made thereunder and any other written law dealing with GST applying for the time being in the State of Western Australia.
- c) "Supply" and "taxable supply" have the same meanings as in the GST Act.

Where the Requirement's, the subject of this Request, or any part thereof is a taxable supply under the GST Act, the price, fee or rates submitted by the Tenderer shall be inclusive of all applicable GST at the rate in force for the time being.

In evaluating the submissions, the Principal shall be entitled (though not obliged) to take into account the effect of the GST upon each submission.

4.2.3. RCTI – Recipient Created Tax Invoice

If the Contractor has entered into an RCTI Agreement, the Principal will, generate a Recipient Created Tax Invoice, in this instance references to Invoice shall mean RCTI;

or (b) if the Contractor has not entered into an RCTI Agreement, the Contractor will submit an Invoice.

4.3. SUSTAINABLE PROCUREMENT

4.3.1 The Contractor acknowledges that the Principal supports ethical and environmentally, socially and economically sustainable procurement practices, including the matters contemplated by this clause (**Sustainability Objectives**) and acknowledges that its support of the Sustainability Objectives assists the Member in meeting its own Sustainability Objectives.

4.3.2 The Contractor agrees to use reasonable endeavours to conduct its business and supply the Goods and/or Services in a manner which seeks to support the Sustainability Objectives, which endeavours may include:

- (a) preparing and implementing policies to seek to support the Sustainability Objectives, including providing training to its Personnel regarding such policies;
- (b) implementing practices which seek to reduce the environmental impact of the Contractor's activities, including:

- using recycled materials and products;
 - reducing emissions;
 - adopting greener energy solutions;
 - adopting environmentally sustainable design; and
 - reducing wastage;
- (c) providing employment or training opportunities to individuals with a disability or experiencing disadvantage, and using the services of agencies or other businesses which provide employment or training opportunities to such individuals (such as WA Disability Enterprises and/or Aboriginal Enterprises);
- (d) sponsoring and supporting local community groups and local community development initiatives;
- (e) promoting fair workplace practices;
- (f) promoting workplace health;
- (g) using services and purchasing products from Western Australian and Australian suppliers and small and medium-sized businesses; and
- (h) using services and purchasing products that are efficient to operate and have low operating and maintenance costs.
- 4.3.3 The Contractor agrees to provide the Principal with any reasonably requested information relating to the measures adopted by the Contractor in pursuit of the Sustainability Objectives.
- 4.3.4 The Contractor agrees to undertake reasonable due diligence and monitoring of its supply chain on an ongoing basis to ensure that materials and services required for the supply of the Goods and/or Services to the Principal are supplied from sustainable sources.

4.4. Conditions Related to this Contract

4.4.1. Environmental Protection

Noise Control

The Contractor shall, at all times, take adequate measures to control noise on the work site.

The contractor shall comply with all statutory requirements relating to control of noise levels on the work site and take all necessary precautions to minimise nuisance from noise and vibration and ensure that all sub-contractors observe similar care.

The Contractor shall arrange the operations and shall provide silencing equipment to the plant, at its own expense, to whatever extent necessary to satisfy the requirements of the Executive Manager Development Services in relation to the sound level arising from the Contractor's operations near the boundaries of existing occupied properties.

Site Control

The Contractor shall, at all times:

- a) Comply with the regulations and restrictions imposed by the Superintendent relating to the storage of materials, the routing of construction traffic, the interruption of existing services and facilities and any other regulations in force on the Site;

- b) Comply with all statutes, regulations and bylaws relating to the protection of the environment;
- c) Ensure that no fire shall be lit without the written approval of the Superintendent; and
- d) Store flammable or explosive products in accordance with the relevant statutes and to the approval of the Superintendent.

Soil Erosion

The Contractor shall take all proper precautions to prevent soil erosion from the execution of the work under the Contract.

Dust, Dirt, Water and Fumes

The Contractor shall prevent any nuisance occurring through the discharge of dust, dirt, water, fumes and the like onto persons or property.

Vehicles

All debris, spoil, rubbish or materials shall be suitably contained and covered in vehicles during transportation to or from the work site to prevent spillage or contamination of adjoining and other areas or property.

The Contractor shall maintain vehicles, wheels and tracks in a suitable clean condition to prevent transfer of mud onto adjacent streets or other areas.

Smoking on Site

The Contractor shall at all times ensure that all workers and visitors on the landfill Site comply with the following Smoking Policy;

In respect of landfill Site, smoking is prohibited:

- a) in Site Offices, lunchrooms or enclosed toilet facilities; and
- b) inside existing premises that are designated as “no smoking” areas.

4.4.2. Existing Improvements

Where, within the Site there are a range of existing improvements, roads, drainage and other services, the Contractor shall protect and maintain the same throughout the Contract.

The Contractor shall allow for all traffic control measures to maintain the roads in a safe trafficable condition.

4.4.3. Materials, Labour and Constructional Plan

N/A

4.4.4. Materials and Work

Regulations

The Contractor shall comply with the Health and Safety Act 2020 (the "Act") and the Work Health and Safety (General) Regulations 2022 (the "Regulations") and with any amendments that may be made to the Act and Regulations from time to time.

The Contractor shall be solely responsible for ensuring that wherever practicable, its employees and those of the Sub-contractors and employees of Separate Contractors, the Principal, Superintendents, and visitors to the Site, are not exposed to hazards.

Attention is drawn to the requirement to supply manufacturers/suppliers “Material Safety Data Sheets”. These sheets should be consistent with the “Work Safe” information and format.

| |
|----------------------------------|
| PART 4 – READ AND KEEP THIS PART |
|----------------------------------|

A copy of all “Material Safety Data Sheets” shall be supplied to the Superintendent with another copy kept on Site by the Contractor.

Chemical Information

The use of chemicals specified or required during the currency of this Contract shall comply with the requirements of the Act and associated Regulations concerning information on chemical substances.

The Contractor shall ensure manufacturers, importers and suppliers of chemical substances for use on the works, are responsible for providing information on those substances to be used, refer to Section 23(3) of the Act.

Copies of all information supplied shall be kept on the Site.

The Contractor is responsible for passing on information supplied by manufacturers; importers and suppliers of chemical substances to workers on Site refer to Section 19(1)(B) of the Act.

Trade Names

Where a trade name, brand or catalogue number is referred to in the Contract, the Contractor may substitute equivalent material or equipment provided that in the opinion of the Superintendent the characteristics of type, quality, finish, appearance, method of construction and performance are not less than that specified, and are approved by the Superintendent.

Such approval shall not be anticipated because of similar approval having been given in a previous contract.

Safety Management Plan

The Contractor shall, throughout the Works, implement and maintain a "Safety Management Plan".

The Contractor shall prepare the Safety Management Plan in conjunction with a person suitably experience and qualified in safety matters.

Prior to the commencement of the Works, the Contractor shall supply to the Superintendent in writing, its Safety Management Plan.

Induction Training

Employees of the Contractor and its Subcontractors and Employees of Separate Contractors shall not commence work on the Site until they have been inducted.

Upon commencement of work on the Site, the Contractor shall further induct each employee with regard to all significant hazards associated with their particular activity and area of employment on the Site and where relevant shall include the use of powered plant, tools and equipment.

Pre-Job Planning

Where legislation or codes of practice identify particularly hazardous activities including but not limited to work in confined spaces, asbestos removal, demolition work, excavation work, working near power lines and live conductors and working at heights, the Contractor shall supply to the Superintendent a Safe Work Procedure prior to the commencing such activity or type of work on the Site.

The Contractor shall induct its employees and its Subcontractors and Separate Contractors with regard to Safe Work Procedures and shall prepare "Training Session Attendance" sheets signed by each attendee verifying that such induction has occurred.

Site and Public Security

PART 4 – READ AND KEEP THIS PART

Notwithstanding the Contractors' obligations to work site and public security as stated elsewhere in this Contract the Contractor shall monitor and control wherever practical, the access of all persons to the work site.

The Contractor shall ensure that no persons, including without limitation friends and relatives (particularly children) of employees and the representative of organisations unrelated to the Contractor, enter the work site without the express permission of the Contractor.

Occupied Work Sites

In the event of the work site being a partially occupied work site, the Contractor is to liaise with the occupier regarding Safety and Health requirements.

The Superintendent will arrange a safety co-ordination meeting between the occupiers and the Contractor. The occupiers will provide to the Contractor their occupation requirements on and/or adjacent to the work site to assist the Contractor in the development of a work site specific Safety Management Plan addressing the Contractors and occupiers operational interface requirements.

The Safety Management Plan shall incorporate the Contractor's own operations and the interface with the occupiers' operations.

The Contractor shall be responsible for the implementation of the Safety and Health standards on the occupied work site for the duration of the Contract and shall co-ordinate and integrate the Works.

Materials to be Supplied by the Principal

The materials stated in the specification to be supplied by the Principal will be supplied free of charge to the Contractor for use only in the execution of the work under the Contract. The Contractor shall take delivery of the materials under the Conditions set out in the General Conditions of Contract.

Working Hours

The Work to be performed under the contract shall be subject to execution within certain restricted working hours and the Contractor shall observe the following requirements:

Monday to Saturday: 7.00am to 3.00pm

Sunday: Not permitted

Public Holidays: Not permitted

In approving a variation to the working hours or working days, the Superintendent may attach conditions which may preclude the performance of work requiring inspection or attendance by or on behalf of the Principal or may include a requirement that the Contractor meets the Principal's costs of inspection or attendance of WUC during the varied times approved by the Superintendent. Where the Principal's costs of inspection or attendance are not required to be borne by the Contractor, they shall be borne by the Principal.

The Contractor shall be liable for any additional costs the Principal may incur as a result of work outside the normal hours programming of the works.

Schedule of Warranties

The Contractor shall obtain and ensure that the Principal will have the benefit of all warranties specified in the Contract including the following items of work, materials or equipment:

- a) Equipment as provided by the contractor in their tender bid.

Brands of Material Schedules

| |
|----------------------------------|
| PART 4 – READ AND KEEP THIS PART |
|----------------------------------|

The Contractor shall, within fourteen (14) days from the acceptance of the submission, notify the Superintendent of the brand or make of materials it intends to use for which the Contractor has a choice of brand or make and which can affect the colour selections such as paint, fabrics, vinyl sheets and tiles, ceramic tiles, laminated plastics and suchlike materials.

5. TENDERER'S OFFER

5.1. Offer Form & Identity of Tenderer

In preparing its Offer, the Tenderer must:

- a) address each requirement in the form set out in Part 5 – Tenderer's Offer;
- b) take into account the Customer Contract requirements, as explained in Section 4. The Tenderer must read these in conjunction with the General Conditions;
- c) in respect of the Qualitative Requirements, provide full details of any claims, statements or examples; and
- d) assume that the Customer has no knowledge of the Tenderer, its activities, experience or any previous work undertaken by the Tenderer for the Customer or any other Public Authority

TENDERER TO COMPLETE:

Name of Legal Entity:

ACN (if a company)

Registered address of Company or address of principal place of business if no registered address:

Business Name:

ABN

Contact Person:

Contact Person Position Title:

Email:

Telephone:

Facsimile:

Address and facsimile number for service of contractual notices

In response to Request for Tender (RFT) RFT01 2025/26 – Landfill Earthwork Services

I/We agree that I am/We are bound by, and will comply with this Request and its associated schedules, attachments, all in accordance with the Conditions of Tendering contained in this Request signed and completed.

The tendered price is valid up to ninety (90) calendar days from the date of the Tender closing or forty-five (45) days from the Council's resolution for determining the Tender, whichever is the later unless extended on mutual agreement between the Principal and the Tenderer in writing.

I/We agree that there will be no cost payable by the Principal towards the preparation or submission of this Tender irrespective of its outcome.

The tendered consideration is as provided under the schedule of rates of prices in the prescribed format and submitted with this Tender.

Signature of Authorised Signatory

Date:

PART 5 – COMPLETE AND RETURN THIS PART

Name of Authorised Signatory
(BLOCK LETTERS)

5.2. Mandatory Criteria

Please select with a “Yes” or “No” whether you have complied with the following mandatory criteria: An assessment of “No” against any criterion will eliminate the Submission from consideration

| | Mandatory Criteria – Description | Provided |
|----------|--|--|
| A | Tenderers are to provide acknowledgment that your organisation has submitted in accordance with the Conditions of this RFT by completion of the Offer Form (see 5.1 Offer Form & Identity of Tenderer) | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| B | Pricing submitted in the format required by the Principal (see section 5.5 Price Information) | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| C | Tenderers are to provide copies of their: Insurances as detail in section 4 | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No |
| D | Compliance with attendance at any mandatory briefing or site inspection (where applicable) | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| E | Compliance with the Delivery Date and method | <input type="checkbox"/> Yes <input type="checkbox"/> No |

5.3. Compliance Criteria

Please select with a “Yes” or “No” whether you have complied with the following compliance criteria: An assessment of “No” against any criterion may eliminate the Submission from consideration.

| | Compliance Criteria – Description | Provided |
|-----------|---|--|
| A. | Risk Assessment Tenderers must address the following information in an attachment and label it “Risk Assessment” i) An outline of your organisational structure inclusive of number of personnel. ii) If companies are involved, attach their current ASC company extracts search including latest annual return. iii) Provide the organisations directors/company owners and any other positions held with other organisations. iv) Provide a summary of the number of years your organisation has been in business. v) Attach details of your referees. You should give examples of work provided for your referees where possible. (see section vi) Are you acting as an agent for another party? If Yes, attach details (including name and address) of your principal. vii) Are you acting as a trustee of a trust? If Yes, give the name of the trust and include a copy of the trust deed (and any related documents); and if there is no trust deed, provide the names and addresses of beneficiaries. | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No |

PART 5 – COMPLETE AND RETURN THIS PART

| | | |
|-----------|---|--|
| viii) | Do you intend to subcontract any of the Requirements? If Yes provide details of the subcontractor(s) including the name, address and the number of people employed; and the Requirements that will be subcontracted. | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| ix) | 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? If Yes, please supply in an attachment details of any actual or potential conflict of interest and the way in which any conflict will be dealt with. | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| x) | Are you presently able to pay all your debts in full as and when they fall due? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| xi) | Are you currently engaged in litigation as a result of which you may be liable for \$50,000 or more? If Yes please provide details. | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| xii) | In order to demonstrate your financial ability to undertake this contract, include a profit and loss statement and the latest financial return for you and each of the other proposed contracting entities, together with a list of financial referees from your bank and/or accountant | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| B. | Specification Compliance with the Specification contained in the Request | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| C. | Insurance The insurance requirements for this Request for Tender are stipulated in Part 4 of the RFQ. Tenderers are to supply evidence of their insurance coverage including, insurer, expiry date, value and type of insurance . If a Tenderer holds “umbrella Insurance”, please ensure a breakdown of the required insurances are provided. A copy of the Certificate of Currency is to be provided to the Principal within 7 days of acceptance. | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| D. | Quality Assurance Does your organisation have a quality management system in place? If yes, please provide details. | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| E. | Implementation of Disability Access and Inclusion Plan (DAIP) (refer section 4.1) Does your organisation agree to: i. Undertake the contract in a manner consistent with the Shire’s DAIP ii. Provide reports regarding DAIP outcome areas supported Provide information on how your organisation intends to achieve this. | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No |
| F. | Industrial Awards and Standards Does the Tenderer comply with all the Industrial Awards and Standards? If yes please provide details of the Awards and Standards. | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| G. | Legislative Compliance Do you comply with all the relevant legislation to deliver the Goods and Services? | <input type="checkbox"/> Yes <input type="checkbox"/> No |

5.4. Qualitative Criteria

Before responding to the following Qualitative Criteria, Tenderers must note the following:

- a) All information relevant to your answers to each criterion are to be contained within your Response;

PART 5 – COMPLETE AND RETURN THIS PART

- b) Tenderers are to assume that the Evaluation Panel has no previous knowledge of your organisation,
- c) Tenderers are to address each issue outlined within a Qualitative Criterion.

| Qualitative Criteria Description | Provided |
|--|---|
| Relevant Experience Describe your experience in completing/supplying similar Requirements. Tenderers must, as a minimum, address the following information in an attachment and label it “Relevant Experience”: <ul style="list-style-type: none"> i. Provide details of similar work. ii. Provide scope of the Tenderer’s involvement including details of outcomes. iii. Demonstrate sound judgement and discretion. iv. Provide details of issues that arose during the project and how these were managed. v. Demonstrate competency and proven track record of achieving outcomes. | 30% <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Capacity to Deliver & Resources The Tenderer must demonstrate that it has the organisational capacity to perform the Customer Contract. Tenderers should also demonstrate their ability to supply and sustain the following items. As a minimum, Tenderers should provide a current commitment schedule and plant/equipment schedule in an attachment and label it “Resources”. <ul style="list-style-type: none"> i. Plant, equipment and materials. ii. Staff availability and commitment schedule iii. Any contingency measures or backup of resources including personnel (where applicable). | 30% <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Demonstrated Understanding & Methodology Tenderers should detail the process they intend to use to achieve the Requirements of the Specification. Supply details and an outline of your proposed methodology in an attachment labelled “ Demonstrated Understanding ”. Areas for you to cover include <ul style="list-style-type: none"> i. A project schedule/timeline (where applicable). ii. The process/methodology for the delivery of the Goods/Services. iii. Training processes (if required). iv. Demonstrated understanding of the Scope of Work. | 30% <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Local Content The Tenderer must address the following: <ul style="list-style-type: none"> i. the Tenderer must specify the location where the following activities will be performed: <ul style="list-style-type: none"> – where business premises are located – where spare parts, repairs, back up support and maintenance will be sourced and provided; and – where contract management will be undertaken; ii. the Tenderer must provide details of how the Tenderer supports other businesses within Merredin through subcontracting or material supply arrangements; iii. the Tenderer must provide details of any other economic, social or environmental benefits to Merredin | 10% <input type="checkbox"/> Yes <input type="checkbox"/> No |

5.4.1. Project Reference Sheet

Please complete the following reference sheet, and submit with your quote response

| Name of Project | Description | Value (Approx.) | Timeline | Client | Referees Name | Telephone Number |
|-----------------|-------------|-----------------|----------|--------|---------------|------------------|
|-----------------|-------------|-----------------|----------|--------|---------------|------------------|

PART 5 – COMPLETE AND RETURN THIS PART

| | | | | | | |
|--|--|--|--|--|--|--|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

5.4.2. Tenderers Human Resource Schedule

Please complete the following human resource schedule sheet, and submit with your quote response

| Staff Name | Position | Details of Availability | Commitment to Project |
|------------|----------|-------------------------|-----------------------|
| | | | |
| | | | |
| | | | |
| | | | |

5.5. Price Information

Tenderers must complete the following “Price Schedule”. Before completing the Price Schedule, Tenderers should ensure they have read this entire Request for Tender.

5.5.1. Price Basis

| | |
|---|--|
| Option A Are you prepared to offer a fixed price? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
|---|--|

OR

| | |
|--|---|
| Option B Do you agree to the Price Variation Mechanism below? <i>annual adjustment to the contract value upon application by the contractor, based on the annual National Consumer Price Index (CPI) rate."</i> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| If No, please indicate how your proposed Price Variation Mechanism differs from the one outlined above. Supply details and label it “ Price Variation Mechanism ”. | Attached <input type="checkbox"/> Yes <input type="checkbox"/> No |

5.5.2. Price Schedule

The Shire will, in its Value for Money assessment, consider the extent to which the Offer satisfies the following Offered Price and Pricing Requirements. The Customer reserves the right to reject any Offer that does not properly address and satisfy any of the Offered Price and Pricing Requirements

The Offered Price will be deemed to include the cost of complying with this Tender (including the Contract Details) and the General Conditions and the cost of complying with all matters and things necessary or relevant for the due

PART 5 – COMPLETE AND RETURN THIS PART

and proper performance under the Contract. Any charge not stated as being additional to the Offered Price will not be payable by the Shire.

The following lump sum price is submitted in response to this RFT:

| Item | Description | Annual Cost (\$) |
|------|---|------------------|
| 1 | <p>As per specification Section 3</p> <p>Provide a suitable compactor or tracked loader to:</p> <ul style="list-style-type: none"> • Compact deposited waste material to required density and layer standard to a minimum compaction rate of around 450 – 550 kg/m³, in thin lifts of ~ 300mm • Apply daily cover (clean fill) material to meet environmental compliance. Minimum of 230mm of cover by end of working day in which putrescible waste was deposited. • Shape and maintain the active tipping area to: <ul style="list-style-type: none"> - Minimise windblown litter. - Ensure environmental and drainage compliance. - Maintain site access. • Excavate new waste cells as required. | \$ |
| | SUB TOTAL | \$ |
| | + GST | \$ |
| | TOTAL | \$ |

The following schedule of rates are submitted in response to this RFT:

Schedule or Rates for Plant Hire

The rates shall include allowance for an experienced operator, fuel consumable stores, maintenance, overheads, GST and profit and are for the plant specified or equivalent, based on the Contractors standard working week.

| Item | Unit | Estimated Usage | Rate (ex GST) | GST | Rate Per Hour (inc GST) |
|------|------|-----------------|---------------|-----|-------------------------|
| | | | \$ | | \$ |
| | | | \$ | | \$ |
| | | | \$ | | \$ |

5.5.3. Regional Price Preference

State the value of goods and/or services that can be considered to calculate adjustments for evaluation purposes under the Regional Price Preference Policy (Refer to section 2.5.2).

Tenderers must provide evidence to support the stated value as per Policy requirements and may be required to report on implementation progress.

PART 5 – COMPLETE AND RETURN THIS PART

| Description of Goods/Service | Supplier Name | Value (ex GST) |
|---------------------------------------|---------------|----------------|
| | | \$ |
| | | |
| | | |
| Total of Claim (excluding GST) | | |
| Total of Claim (Inclusive GST) | | |

To apply a regional price preference, evidence to demonstrate the following must be supplied

| Evidence Required | Provided |
|---|--|
| A permanent office and permanent staff located within the boundary of the Shire of Merredin for at least 6 months before bids being sought; and | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Registration or licencing in Western Australia; and | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Majority of, or all of the goods or services are to be supplied from Shire of Merredin sources; or | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Be located within neighbouring municipalities with reciprocal Regional Price Preference Policies which benefit Shire of Merredin businesses. | <input type="checkbox"/> Yes <input type="checkbox"/> No |

6. WORK HEALTH AND SAFETY

6.1. Questionnaire

This questionnaire forms part of the Principal's evaluation process and is to be completed by Tenderers and submitted with their response, labelled as "**Work Health and Safety Response**". The objective of the questionnaire is to provide an overview of the status of Contractor's safety management system. Contractors may be required to verify their responses noted in their questionnaire by providing evidence of their ability and capacity in relevant matters.

| Workplace Health and Safety | Yes | No | Attached |
|--|--------------------------|--------------------------|--------------------------|
| Is there a written company Workplace Health and Safety? If Yes, provide a copy of the policy. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Does the company have an OSH Management System? If Yes, Provide details | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Is the WHS Policy and / or System audited or reviewed on a regular basis? If Yes, provide details of the process and details of last audit and outcomes. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Safe Workplace Practices and Procedures | Yes | No | Attached |
| Has the company prepared Safe Operating Procedures or specific safety instructions relevant to its operations? If Yes, provide a summary listing of procedures or instructions. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Are safe operating procedures or specific safety instructions issued to employees? If Yes, explain how this is done. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Workplace Health and Safety Workplace Inspection | Yes | No | Attached |
| Are regular Workplace Health and Safety inspections at work sites undertaken? If Yes, provide details. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Are standard workplace inspection checklists used to conduct Workplace Health and Safety inspections? If Yes, provide details or examples. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Is there a procedure by which employees can report hazards at workplaces? If Yes, provide details. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

6.2.

6.3. Safety Record

Tenderers to complete the following table:

| Project | Date of Accident/ Notice | Accident or Infringement Notice | Reason | Time Lost |
|---------|-----------------------------|------------------------------------|--------|-----------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

7. STATEMENT OF NON- COMPLIANCE, DEPARTURES AND EXCLUSIONS

The Tenderer is required to submit a conforming Tender in accordance with the RFT.

The Tenderer is required to identify any non-compliances, departures from, or assumptions to the Tender that do not fully meet all of the requirements of the RFT including any addenda issued and any other documents that form part of the RFT.

All such non-compliances, departures and assumptions must be fully documented in the table below.

| Compliance with the RFT | |
|---|---|
| This Tender is fully Compliant with all of the requirements of the RFT and the proposed Conditions of Contract. | <input type="checkbox"/> Yes <input type="checkbox"/> No if the answer is 'No' the Tenderer must complete the table below |
| All non-compliances, departures or assumptions made by the Tenderer, including those related to the proposed Conditions of Contract are listed in the table below | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Any non-compliances or changes sought to the proposed Conditions of Contract are provided in a marked-up version Microsoft word document | <input type="checkbox"/> Yes <input type="checkbox"/> No Yes ('marked-up' version attached) <input type="checkbox"/> Yes <input type="checkbox"/> No proposed changes sought |

| Compliance Item Type NC=non-compliance PC=Partial compliance D=Departure A=Assumption | Reference to Document | Reason for Non-compliance/partial compliance departure or assumption | Proposed Variances/amendment (if applicable) |
|---|-----------------------|--|--|
| | <i>e.g Part 1</i> | | |
| | | | |
| | | | |

| | |
|----------------------|--|
| NAME OF TENDERER | |
| AUTHORISED SIGNATURE | |
| DATE | |