



**SHIRE OF
FLINDERS**

Request for Tender

Request for Tender (RFT)	Management of Hughenden Landfill
RFT Number	102.2022.13
Tender Closing Time	13 December 2022, 5:00pm

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SECTION A - INTRODUCTION

1. BACKGROUND

Flinders Shire Council ("**Council**") is the registered owner of Lot 200 on SP 212794 in freehold, which is located at McLaren Street, Hughenden ("**the Land**"). The Land contains the Hughenden Landfill.

The Hughenden Landfill site is located approximately 1.5 km west of Hughenden, Queensland adjacent to Flinders Highway. The 16-hectare site is described as Lot 120 on SP159786. Surrounding uses are generally rural, used for grazing.

The site layout consists of a compacted landfill cell, dead animal pit, tyre pit, regulated waste pit, scrap metal pile, green waste pile, drum storage, bunded storage shed for batteries and chemicals and a bunded waste oil storage shed. A leachate collection system has been designed to collect leachate from the waste storage areas and direct all flow to a leachate pond located on the north side of the site.

The site services a community of approximately 1000 persons. Waste consisting of general waste (domestic waste, as well as mixed commercial and industrial wastes) and limited regulated wastes are accepted to the site. **Waste from surrounding shires is not accepted at the landfill.**

Pursuant to section 228(2)(b) of the *Local Government Regulation 2012*, this Request for Tender invites parties to submit tenders to enter into a Services Agreement with Council, for the management and operation of the Hughenden Landfill.

Tenders will be assessed by reference to the Conditions of Tendering in Section C of this Request for Tender.

Tenderers must complete and submit the Response Schedules contained in Section D of this Request for Tender.

If a Tenderer is successful, they acknowledge that they will enter into the Services Agreement contained in Section E of this Request for Tender.

To be considered, Tenders must be submitted by 5:00pm on 13 December 2022. Tenders submitted after this time may not be considered.

Tenders are to be lodged in accordance with Section B and Section C of this Request for Tender.

Site inspections may be arranged with Council upon request. Tenderers acknowledge and agree that Council will endeavour to accommodate any requests for site inspections, but it is not required to do so. Accommodating requests for site inspections will be based on the period of notice provided by Tenderers and the availability of relevant Council officers.

Canvassing of any Council staff or Councillors will disqualify Tenderers from the Procurement Process.

SECTION B – TENDER INFORMATION

This Tender Information must be read in conjunction with and will form part of the Conditions of Tendering.

Purpose for Request: Management of Hughenden Landfill

Tender Closing Time: Date: 13 December 2022

Time: 5:00pm

Tender Validity Period: 120 days

Lodgement Requirements: Tenders may be:

- (a) hand-delivered to Council's Tender Box located at Flinders Shire Council Office, 34 Gray Street, Hughenden Qld 4821;
- (b) delivered by post to PO Box 274, Hughenden Qld 4821;
- (c) submitted by email to eho@flinders.qld.gov.au.

Tenders must be clearly endorsed with the RFT Number on the cover of this Request.

Evaluation Criteria:

Criterion	Weighting (%)
1. Proposed Contract Fee.	40
2. Suitability as Contractor, including financial capacity.	30
3. Experience operating similar facilities.	30

Mandatory Criteria:

Criterion
1. Evidence of Relevant Insurances

SECTION C – CONDITIONS OF TENDERING

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1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

- (a) In these Conditions of Tendering:
- (i) **Agreement** is the document contained in Section E of this Request for Tender, as modified by any subsequent negotiations between Council and a Tenderer which are evidenced in writing and executed by the parties, and which have been prepared in accordance with this Request for Tender.
 - (ii) **Business Day** means a day that is not a Saturday, Sunday or a public holiday in Hughenden.
 - (iii) **Conditions of Tendering** means the conditions of tendering contained in this Section C – Conditions of Tendering of the Request for Tender;
 - (iv) **Conflict of Interest** includes any activity or interest of the Tenderer which may be in conflict with the Tenderer's ability to lodge a Tender in good faith and objectively. A Conflict of Interest will include a real, perceived or apprehended conflict.
 - (v) **Conforming Tender** means a Tender which:
 - A. is in the form required by the Response Schedules;
 - B. complies with the Lodgement Requirements;
 - C. contains substantially all of the information and documentation required by the Tender Documents;
 - (vi) **Consequential Loss** means indirect loss, loss of profits, loss of revenue, loss of savings, loss of opportunity, loss of bargain, loss of use, damage to credit rating, loss of or damage to reputation, future reputation or publicity, loss in connection with claims made by third parties, remote, abnormal or unforeseeable loss and any consequential loss or damage that is similar to the other categories of loss in this definition, whether or not such loss or damage was foreseeable or within the contemplation of Council and/or the Tenderer at any time;
 - (vii) **Council** means Flinders Shire Council, and may, if the context requires, include a duly authorised delegate of Council;
 - (viii) **Evaluation Criteria** means the evaluation criteria set out in the Tender Information;
 - (ix) **Intellectual Property Rights** means copyright, patents and all rights in relation to inventions, registered and unregistered trademarks (including service marks), registered designs, circuit layouts and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields;
 - (x) **Introduction** means Section A – Introduction of this Request for Tender;

- (xi) **Law** includes all:
 - A. legislation and subordinate legislation, including local laws, rules statutory instruments, by-laws, orders, ordinances, awards and proclamations of a local government authority, the State of Queensland, the Commonwealth which are applicable to the Agreement, the Tender Documents, the Procurement Process or which are otherwise in force and includes all related fees and charges;
 - B. certificates, licenses, accreditations, clearances, authorisations, approvals, consents, permits and other requirements of authorities and other organisations having jurisdiction applicable to the Agreement, the Tender Documents or the Procurement Process and includes all related fees and charges;
- (xii) **Lodgement Requirements** means the lodgement requirements noted in the Tender Information;
- (xiii) **Mandatory Criteria** means the mandatory criteria, if any, set out in the Tender Information;
- (xiv) **Non-Conforming Tender** means a Tender which is not a Conforming Tender;
- (xv) **Personnel** includes the officers, employees, agents, representatives, agents, contractors and consultants of a party and any other person or entity for whom that party is vicariously liable, and, in the case of Council, includes councillors;
- (xvi) **Procurement Process** means the process associated with calling tenders in accordance with these Conditions of Tendering;
- (xvii) **Purpose for Request** means the purpose for which this Request for Tender has been made, as identified in the Tender Information;
- (xviii) **Request for Tender** means this request for tender (including Sections A to F) and all documents included in or incorporated by reference into it;
- (xix) **Response Schedules** means the fields in Section D – Response Schedules which are to be lodged in accordance with the Tender Documents;
- (xx) **Tender** means the Tender submitted by a Tenderer in response to this Request for Tender and includes all documents and information submitted with or as part of the Tender;
- (xxi) **Tender Closing Time** means the closing time detailed in the Tender Information;
- (xxii) **Tender Documents** means this Request for Tender, any communications to tenderers issued pursuant to these Conditions of Tendering, and all documents included in or incorporated by reference into these documents;
- (xxiii) **Tender Information** means the information contained in Section B – Tender Information of this Request for Tender;
- (xxiv) **Tender Validity Period** means the earlier of:

- A. the period of time identified as such in the Tender Information, or, where a date is stated, the period ending on that date;
- B. the date that the Tenderer is notified that their Tender has not been accepted.

If no time is stated in the Tender Information, the Tender Validity Period shall be one (1) year.

(xxv) **Tenderer** means:

- A. any person who submits a Tender; and
- B. to the extent to which the Tender Documents can apply to any other person who obtains a copy of any of the Tender Documents during the Procurement Process, also includes such other persons;

1.2 Interpretation

- (a) These Conditions of Tendering must be read in conjunction with the Introduction and the Tender Information. The Introduction and the Tender Information are not comprehensive or complete in themselves, but shall form part of these Conditions of Tendering.
- (b) Without limiting the above, in the Tender Documents:
 - (i) an obligation of two or more parties binds them jointly and each of them severally and an obligation incurred in favour of two or more parties is enforceable by them severally;
 - (ii) words importing the singular number include the plural number and words importing the plural number include the singular number;
 - (iii) clause headings are for reference purposes only and must not be used in interpretation;
 - (iv) the words 'include', 'includes' or 'including' shall be read as if followed by 'without limitation';
 - (v) where any word or phrase is given a defined meaning, any other part of speech or other grammatical form concerning the word or phrase has a corresponding meaning;
 - (vi) where time is to be reckoned from a day or event, the day or the day of the event must be excluded and if any time period specified in the Tender Documents expires on a day which is not a business day, the period will expire at the end of the next business day;
 - (vii) a reference to:
 - A. a person includes any other legal entity and a reference to a legal entity includes a person;

- B. a party includes the party's heirs, executors, successors and permitted assigns;
 - C. any gender shall be read as including every gender;
 - D. a monetary amount is a reference to an Australian currency amount;
 - E. any Law, standard, code, guideline or policy includes a reference to that Law, standard, code, guideline or policy as amended or replaced from time to time, and all related Law, standards, codes, guidelines or policies;
 - F. writing includes any mode of representing or reproducing words in tangible and permanently visible form, and includes e-mail and facsimile transmissions;
 - G. a time is to local time in Hughenden;
 - H. a business day is to a day that banks are open for trading in Hughenden.
- (viii) the Request for Tender and Procurement Process are governed by the Law of Queensland and the Commonwealth of Australia which are in force in Queensland. Council and Tenderers submit to the jurisdiction of the Courts of Queensland, relevant Federal Courts and Courts competent to hear appeals from them;
 - (ix) the *contra proferentem* rule and other rules of construction will not apply to disadvantage a party whether that party put the clause forward, was responsible for drafting all or part of it or would otherwise benefit from it;
 - (x) the rights and remedies of a party under this Request for Tender are in addition to the rights or remedies conferred on the party at law or in equity;
 - (xi) if a provision of this Request for Tender is void or unenforceable it must be severed from this Request for Tender and the provisions that are not void or unenforceable are unaffected by the severance; and
 - (xii) no waiver by a party of a provision of this Request for Tender is binding unless made in writing.

2. REQUEST FOR TENDER

2.1 Conditions of Tendering

- (a) This Request for Tender is not an offer but is a request for Tenderers to submit a Tender for the goods, services or other deliverables specified as the Purpose for Request.
- (b) The Tenderer acknowledges that upon submitting a Tender (irrespective of whether that Tender is a Conforming Tender or a Non-Conforming Tender), the Tenderer shall be bound by the terms of these Conditions of Tendering as though the Conditions of Tendering were a deed between Council and the Tenderer.

- (c) If the Tenderer breaches any of these Conditions of Tendering, Council may, at its discretion and without limiting its other rights, exclude the Tenderer's Tender(s) from assessment.

2.2 The Tender Documents

- (a) The Tender Documents must be read and construed together and are intended to be mutually explanatory.
- (b) If the Tenderer:
 - (i) finds any defect, deficiency, error, inconsistency, ambiguity, discrepancy or conflict in or between, or omission from any of the documents comprising the Tender Documents or any other information provided by Council; or
 - (ii) finds any inconsistency or conflict between the Tender Documents and any Law; or
 - (iii) has any doubt as to the meaning of any portion of the Tender Documents,the Tenderer must notify Council in accordance with clause 3.1 and (if applicable) must include in its Tender a statement of the interpretation upon which it relies and on which its Tender has been prepared.
- (c) When certain work is specified or described in the Tender Documents other work that is obviously or indispensably necessary will be deemed to be included even if it is not specifically mentioned.
- (d) Council gives no warranty and makes no representation as to, and accepts no responsibility for, the accuracy, adequacy or completeness of the Tender Documents or any other information provided by or on behalf of Council.
- (e) The Tender Documents must be used solely for the purpose of tendering for the Agreement, and for no other purpose.
- (f) The Tender Documents shall at all times remain the property of Council.

3. THE PROCUREMENT PROCESS

3.1 Communications with Council

- (a) Unless otherwise agreed with Council, or expressly contemplated in these Conditions of Tender, all communications between the Tenderer and Council in relation to the Procurement Process shall be conducted via the electronic communication facilities via email, eho@flinders.qld.gov.au.
- (b) Without limiting the preceding subclause, where these Conditions of Tender require the Tenderer to notify Council of something, then that notification shall be effected in accordance with the electronic communication facilities via email, eho@flinders.qld.gov.au.

- (c) The Tenderer is responsible for ensuring its information technology and email system can interface with Council's communications facilities, irrespective of the size or content of the communication.
- (d) **Malfunction of electronic communication facilities**
 - (i) If the electronic communication facilities malfunction, then Council will take reasonable steps to ensure that all Tenderers are able to communicate with Council in another way for the period in which the electronic communication facilities are malfunctioning.
 - (ii) Council shall act reasonably in deciding any alternative steps and, in doing so, shall do all things reasonably practicable to ensure Tenderers are dealt with equitably.
 - (iii) No Tenderer shall have any claim against Council for any loss or damage, howsoever arising, because of a malfunction with Council's electronic communication facilities or any other issue that prevents the Tenderer from communicating with Council in accordance with this clause (whether or not such issue is the fault of Council).

3.2 Nature of communications

- (a) The Tenderer must not discuss the Procurement Process or obtain any information relating to the Procurement Process from any Personnel of Council other than in accordance with the preceding clause, unless expressly contemplated in these Conditions of Tender.
- (b) Without limiting any other provision of these Conditions of Tender, Council will not be bound by, and the Tenderer may not rely upon, any oral advice or information nor any written advice or information provided other than in accordance with this clause 3.1.
- (c) Council:
 - (i) may in its absolute discretion limit the time for Tenderers to make queries or requests for further information or clarifications;
 - (ii) is not bound to respond to any query or request for further information or clarification, whether received prior to or after the required time; and
 - (iii) may in its absolute discretion notify any or all Tenderers of a query or request for further information or clarification made (without identifying the submitting party) and Council's response to the query or request.

3.3 Council's Rights before Tender Closing Time

- (a) Without limiting any other provision of these Conditions of Tender, Council may, at any time before the Tender Closing Time, in its absolute discretion:
 - (i) modify or depart from the procedures set out in the Tender Documents;
 - (ii) extend or reduce any timeframes or dates provided for in the Tender Documents;

- (iii) amend, add to or delete any part of the Tender Documents;
- (iv) suspend, terminate or alter the Procurement Process at any time;
- (v) request any one or more Tenderers to attend meetings.

3.4 Conduct of Tenderers

- (a) The Tenderer must not, and must ensure that its Personnel do not:
 - (i) engage in misleading or deceptive conduct in relation to the Procurement Process;
 - (ii) engage in any collusive tendering, anticompetitive conduct, or any other unlawful or unethical conduct with any other Tenderer, or any other person in connection with the Procurement Process;
 - (iii) approach or communicate, or attempt to approach or communicate, in any way with any Personnel of Council, other than in accordance with the specific provisions of these Conditions of Tender;
 - (iv) attempt to improperly influence any of Council's Personnel, or violate any applicable Law regarding the offering of inducements in connection with the Procurement Process;
 - (v) accept or seek improper assistance of any of Council's Personnel, or any former Personnel of Council in preparing its Tender; or
 - (vi) use any information improperly obtained, or obtained in breach of any obligation of confidentiality in preparing the Tender.
- (b) The Tenderer must:
 - (i) disclose in its Tender any Conflict of Interest arising or which is likely to arise as a result of this Procurement Process or the performance of the Tenderer's obligations under the Agreement if it is the successful Tenderer; and
 - (ii) not, and must ensure that its Personnel do not, engage in any activity or obtain any interest which is likely to result in a conflict between Council and the Tenderer's interests; and
 - (iii) immediately notify Council of any Conflict of Interest that arises or is likely to arise and which is not disclosed in the Tender.
- (c) The Tenderer must at all times during the Procurement Process comply and ensure that its Personnel comply, with any Law applicable to the Procurement Process.
- (d) Without limiting any other right of Council, Council may exclude from assessment any Tender lodged by a Tenderer who, in Council's reasonable opinion, has engaged in any behaviour contrary to this clause in relation to the Procurement Process.

- (e) The Tenderer indemnifies Council against all costs (including legal costs), expenses, losses or damages incurred or suffered by Council in connection with a breach of subclause 3.4(a), 3.4(b) or 3.4(c). This indemnity extends to:
 - (i) costs and expenses incurred by Council relating to any legal challenge to the Procurement Process including the acceptance of a Tender or anything related to the Procurement Process; and
 - (ii) costs and expenses incurred by Council in terminating and/or recommencing the Procurement Process.

3.5 Complaints in Relation to the Procurement Process

- (a) Any complaint in relation to the Procurement Process or the Request for Tender must:
 - (i) be made in writing to Council:
 - A. in accordance with clause 3.1, if the complaint is made prior to the Tender Closing Time;
 - B. otherwise in accordance with Council's Complaints Policy or equivalent policy published on Council's website, and any applicable legislation;
 - (ii) be made immediately upon the cause of the complaint arising or upon a Tenderer becoming aware of the complaint or its cause;
 - (iii) contain adequate details of:
 - A. the complaint (including the cause of the complaint, the basis upon which the complaint is made and any other relevant issues);
 - B. the effect on the complainant;
 - C. the complainant's desired outcome; and
 - D. any other relevant information,to allow Council to properly investigate the cause of the complaint.
- (b) Council will investigate and otherwise deal with the complaint in the manner Council considers reasonably appropriate, having regard to:
 - (i) the nature of the complaint, including whether Council considers the complaint to be frivolous or vexatious;
 - (ii) Council's Complaints Policy or equivalent Policy Council considers to be relevant in the circumstances;
 - (iii) any other matter that Council considers reasonably appropriate.
- (c) The complainant has no recourse against Council for any reason and in any circumstances as a result of the performance of Council's obligations or the exercise of its discretion under this clause.

4. LODGEMENT OF TENDERS

4.1 Lodgement

- (a) The Tender must comply with the Lodgement Requirements.
- (b) A Tender will be received by the Tender Closing Time if it is received by the Tender Closing Time.
- (c) A Tender posted to Council must be received by Council in its post box by the Tender Closing Time.
- (d) The Tenderer is wholly responsible for:
 - (i) ensuring that its information technology system is capable of transmitting its Tender successfully to Council by the Tender Closing Time, if transmitting the Tender by email;
 - (ii) any failure to deliver its Tender before the Tender Closing Time, irrespective of how that failure arises.
- (e) The Tenderer may at any time prior to the Tender Closing Time submit an amendment to its Tender in the same manner as its original Tender. Any amendment must clearly identify the Tender which is being amended and the amendments to be made. To the extent of any inconsistency between the Tender and the amendment, the amendments will prevail.
- (f) Any Tender or an amendment to a Tender that is not received by the Tender Closing Time may be rejected or admitted to evaluation at the discretion of Council. In exercising its discretion to reject or admit a late Tender to evaluation, Council may, without limitation, take into account the time at which the Tender is received, the reason the Tender is late and whether any other Tender has been received by the Tender Closing Time.
- (g) Council may, in its absolute discretion, elect to consider a Tender received after the Tender Closing Time if:
 - (i) Council is satisfied that the Tenderer has taken all reasonable steps to lodge its Tender on time and has notified Council of the technical failure prior to, on, or as soon as practicable after the Tender Closing Time;
 - (ii) the Tenderer was prevented from lodging its Tender on or before the Tender Closing Time due to technical failure beyond the control of the Tenderer, and the Tenderer is able to produce evidence of that technical failure that is acceptable to Council; and
 - (iii) the Tenderer lodged its Tender successfully as soon as possible after the technical failure was resolved.

4.2 Tenderer's Warranties

- (a) By lodging a Tender, the Tenderer warrants that:

- (i) all information contained in the Tender is accurate;
 - (ii) it has complied with its obligations under the Tender Documents;
 - (iii) it has not relied on the accuracy, adequacy or completeness of the Tender Documents, or any other information provided by or on behalf of Council in preparing its Tender;
 - (iv) it has not relied on the accuracy, adequacy or completeness of any other information provided by or on behalf of Council in preparing its Tender;
 - (v) it has satisfied itself of the local conditions, environment and facilities that may impact upon the Tenderer's ability to perform its obligations under the Agreement;
 - (vi) it has examined all information relevant to the risks, contingencies and other circumstances having an effect on its Tender and the performance of its obligations under the Agreement;
 - (vii) it has informed itself fully as to the accuracy, adequacy and completeness of its Tender for the performance of the obligations under the Agreement and that the rates and prices included in the Tender include compliance with all obligations under the Agreement and all matters necessary for the complete performance of the Tenderer's obligations under the Agreement;
 - (viii) it has carried out its own investigations as to the feasibility of its Tender and has relied on those investigations.
- (b) Failure by a Tenderer to do any of the things that it has warranted will not relieve the Tenderer of its obligation to perform under the Agreement that may be entered into between the Tenderer and Council.
- (c) Council does not represent or warrant that the information provided in this Request for Tender, including any information provided by Council's Personnel or as part of the Procurement Process generally, is accurate, adequate or complete.

4.3 Submission of Tender constitutes acceptance of Agreement

- (a) If the Tenderer lodges a Tender (including a Non-Conforming Tender), the Tenderer will be taken to unconditionally agree to enter into the Agreement with Council.
- (b) However, nothing in this clause limits Council's rights pursuant to clause 5.2(b).

4.4 Non-Conforming Tenders

- (a) Council may, in its absolute discretion, accept or exclude a Non-Conforming Tender from assessment.
- (b) In exercising its discretion to exclude a Non-Conforming Tender, Council may, without limitation, take into account the nature and extent of the non-conformances, whether the Tenderer has also submitted a Conforming Tender and whether any Conforming Tender has been lodged by another Tenderer.

- (c) Acknowledgement by Council that it has received a Tender does not imply that the Tender has been admitted as a Conforming Tender.

4.5 Intellectual Property

- (a) All Intellectual Property Rights in the Tender Documents and other documents supplied to the Tenderer by or on behalf of Council are as between Council and the Tenderer the property of Council.
- (b) The Intellectual Property Rights in any material included in the Tender and created by the Tenderer and relating specifically to the Agreement vests in Council upon acceptance by Council of a Tender (or any part thereof).
- (c) To the extent that any material submitted by a Tenderer in its Tender is the subject of pre-existing Intellectual Property Rights of third parties, the Tenderer warrants that it is able to procure for Council an irrevocable, royalty free licence to use, adapt, reproduce, publish and sublicense on the same terms all such Intellectual Property Rights and agrees to obtain such licence upon acceptance of its Tender (or any part thereof).
- (d) By submitting a Tender, the Tenderer is deemed to have granted Council a licence to reproduce the Tender in whole or in part and to do or authorise any other act or omission in relation to the Tender for the purposes of exercising its rights, or carrying out its functions or obligations under these Conditions of Tendering or the Agreement. The Tenderer shall procure all necessary consents or waivers from creators in respect of moral rights under the *Copyright Act 1968* (Cth) to allow Council to do or authorise any such acts or omissions.
- (e) The Tenderer indemnifies Council against all costs (including legal costs), expenses, losses or damages incurred or suffered by Council in connection with a claim by a third party alleging that any material submitted as, with or in relation to the Tender or any act or omission done or authorised by Council or done in accordance with these Conditions of Tendering or the Agreement in respect of such material infringes the Intellectual Property Rights of that third party.

5. ASSESSMENT OF TENDERS

5.1 Tender Opening

Tenders will not be opened publicly and Tenderers will not be permitted to attend the opening of Tenders.

5.2 Council's Rights After Tenders Received

- (a) Without limiting any other specific clause in these Conditions of Tender, Council may, at any time after Tenders have been received, in its absolute discretion:
 - (i) request any one or more Tenderers to change their Tender to take account of a change in the Tender Documents or any error in the Tender Documents. However, Council has no obligation to do so and need not extend the same opportunity to each Tenderer;
 - (ii) request a meeting with any one or more Tenderers to obtain additional information from that Tenderer;

- (iii) seek to clarify and alter any aspect of a Tenderer's Tender and may, at its discretion, advise any or all of the preferred Tenderers of such clarification or alteration;
 - (iv) request any one or more Tenderers to provide a presentation of their Tender in person at Council's office at no cost to Council; and
 - (v) request additional information from one or more Tenderers.
- (b) **Negotiations**
 - (i) Council reserves the right to negotiate amendments to any aspect of the Tender or the Tender Documents with any one or more Tenderers. Council is under no obligation to enter into negotiations with any Tenderer, nor is Council required to extend the opportunity to each Tenderer.
 - (ii) Council entering into negotiations pursuant to the preceding subclause does not constitute a rejection of the Tenderer's Tender or a counter offer to the Tenderer, unless specified otherwise.
 - (iii) Council may suspend or terminate negotiations at any time and for whatever reason.

5.3 Assessment of Tenders

- (a) In determining which Tender is most advantageous to Council, each Tender admitted to assessment in accordance with these Conditions of Tendering will be assessed against the Evaluation Criteria.
- (b) In assessing Tenders, Council may
 - (i) consider:
 - A. information contained in the Tender;
 - B. outcomes from discussions with Tenderer's referees (if any);
 - C. any other information available to Council;
 - D. any relevant Law, including the *Local Government Act 2009* (Qld) and any regulation enacted under it; and
 - E. other information which Council reasonably considers to be relevant to its assessment, including but not limited to any procurement policies or procedures implemented by Council;
 - (ii) make such other further enquiries about the Tender or the Tenderer which Council in its absolute discretion considers is or may be appropriate or relevant;
 - (iii) ignore any part of the Tender which is ambiguous, uncertain, unclear or illegible without seeking clarification from the Tenderer and may assess the balance of the Tender.

- (c) Council may seek any further information or assistance from any person (including third parties) where Council considers in its absolute discretion it is necessary to do so in order to properly evaluate any aspect of the Tender. Council may (but is not required to) notify the Tenderer of a third party appointed by Council to provide such assistance to Council, and, if advised, the Tenderer must cooperate with and provide all information and assistance reasonably requested by such third party. Council may exclude from assessment or reject a Tender if the Tenderer does not provide such cooperation, information and other assistance.
- (d) Council:
 - (i) is not bound to accept the highest price, or any Tender, or any clarification, alteration or amendment of a Tender; and
 - (ii) may, subject to these Conditions of Tendering, at its discretion, reject or accept:
 - A. a late Tender;
 - B. a Non-Conforming Tender;
 - C. a Tender which fails to achieve a satisfactory score against any of the Evaluation Criteria;
 - D. a Tender which fails to demonstrate compliance with any of the Mandatory Criteria;
 - E. a Tender which has been clarified, altered or amended in accordance with these Conditions of Tendering; or
 - F. a Tender submitted by a Tenderer that has breached these Conditions of Tendering.

5.4 Tender Validity Period

- (a) Each Tender must remain valid and open for acceptance by Council until the end of the Tender Validity Period.
- (b) Notwithstanding clause 5.4(a), if a Tenderer wishes to withdraw its Tender before the end of the Tender Validity Period, Council may, in its absolute discretion, and without any obligation to do so for the benefit of the Tenderer, allow the Tenderer to withdraw its Tender. Council's consent to the withdrawal of the Tender may be subject to conditions.
- (c) Council may request an extension of the Tender Validity Period at any time by giving written notice to the Tenderer. If a Tenderer does not agree to extend the Tender Validity Period as requested by Council then Council may exclude the Tenderer's Tender from assessment or further assessment as the case may be.

5.5 Form of Acceptance

- (a) A Tender shall be deemed to be accepted when Council expressly advises the successful Tenderer in writing that the Tenderer's Tender (as amended by any negotiations pursuant to clause 5.2(b)) is accepted.

- (b) The Tenderer acknowledges and agrees that if their Tender is accepted pursuant to subclause (a) of this clause, then the Tenderer must take all steps reasonably required by Council to complete and sign any documents that Council requires to form part of the Agreement.
- (c) The parties acknowledge and agree that:
 - (i) unless expressly authorised by Council in writing, the successful Tenderer (or any Tenderer) is not authorised to begin delivery of goods, services or other deliverables that form part of the scope of the Purpose for Request until Council has issued a Purchase Order;
 - (ii) if the Purpose for Request involves the appointment of the successful Tenderer to a register of pre-qualified suppliers or an approved supplier panel, or such other panel from which the successful Tenderer shall be appointed to a panel of one or more other suppliers for the delivery of goods and services, the successful Tenderer shall not be entitled to work in any particular volumes or to any particular value.

5.6 Notification of Unsuccessful Tenderers

- (a) Council shall, subject to its rights under these Tender Documents, notify all unsuccessful Tenderers as soon as practicable after a Tender is accepted under clause 5.5.
- (b) Unsuccessful Tenderers may request that Council provides feedback on the Tenderer's Tender and Council's response will be at its discretion.
- (c) A Tender shall not be deemed to be rejected until Council notifies the unsuccessful Tenderer in writing that the Tender was not successful.

6. TENDERER'S ACKNOWLEDGMENTS

6.1 Tendering Costs

- (a) The Tenderer expends money, makes commitments and incurs liabilities in considering and responding to this Request for Tender ("**Tendering Costs**") at its own risk and expense.
- (b) Council shall not be liable to the Tenderer, for any reason whatsoever, to reimburse or otherwise compensate the Tenderer for any part of the Tendering Costs or for any loss associated with responding to this Request for Tender, including Consequential Loss.

6.2 Tenderer to Inform Itself

- (a) The Tenderer must undertake all necessary enquiries and investigations to satisfy itself as to:
 - (i) the accuracy, adequacy and completeness of the Tender Documents and any other information provided by or on behalf of Council;
 - (ii) all considerations, including logistical considerations, associated with discharging obligations under the Agreement; and

- (iii) any other risks, contingencies and other circumstances which could have an effect on the cost of discharging obligations under the Agreement or the compliance with the Tenderer's other obligations under the Agreement in the event that the Tenderer's Tender is accepted.
- (b) If the Tenderer requires any further information or documentation from Council to enable it to comply with this clause then the Tenderer must notify Council of this in accordance with these Conditions of Tendering at least 7 days prior to the Tender Closing Time.
- (c) The Tenderer must allow, and warrants that it has allowed, in its Tender for:
 - (i) all risks, contingencies and other circumstances referred to in clause 6.2(a);
 - (ii) carrying out all obligations required under the Agreement;
 - (iii) all other risks which will be borne by the Tenderer under the Agreement if its Tender is accepted.

6.3 No Liability

- (a) Without limiting any other clause in these Conditions of Tendering, Council and its Personnel are not liable upon any claim for, and the Tenderer indemnifies Council against and releases Council from all liability for, any costs, expenses, losses, damages suffered or incurred by the Tenderer or any of the Tenderer's Personnel (including Consequential Loss) relating to, or arising out of or in connection with:
 - (i) the preparation and submission of the Tenderer's Tender;
 - (ii) the exercise by Council of any of its rights under the Tender Documents; or
 - (iii) any defect, deficiency, error, inconsistency, ambiguity, discrepancy or conflict in or between, or omission from any of the documents comprising the Tender Documents, or any other information provided by Council, or Council's Personnel in connection with the Procurement Process.
- (b) If a court finds that Council is liable to any Tenderer with respect to the Procurement Process, the Tenderer agrees that the total aggregate liability of Council to the Tenderer for any negligence of Council or its Personnel, breach of statute by Council, breach of Contract shall be limited to \$1,000.00.

7. CONFIDENTIALITY AND USE OF INFORMATION

7.1 Confidentiality

- (a) **Council's confidentiality**
 - (i) Subject to this clause, any information contained in the Tender Documents which is not in the public domain is to be treated by the Tenderer as confidential ('**Confidential Information**'). Confidential Information contained in the Tender Documents is only to be used for the purpose of preparing a Tender in response to the Tender Documents.

- (ii) Each Tenderer:
 - A. must ensure that only appropriate Personnel have access to the Confidential Information. In all such cases, the party is to inform such Personnel of the confidential nature of the information and that it must not be disclosed;
 - B. must not and must ensure that its Personnel do not at any time disclose such Confidential Information directly or indirectly to any person whatsoever for any reason, or use or permit it to be used directly or indirectly for any reason except to the extent required by a Law; and
 - C. indemnifies Council against any costs (including legal costs), expenses, losses, damages or liability arising out of disclosure or unauthorised use of Confidential Information by the party, or its Personnel.

(b) Tenderer's confidentiality

- (i) Subject to clause 7.2, information relating to the Tenderer's assets, operations, business dealings or financial affairs will be treated by Council as being confidential.
- (ii) No other information contained in the Tender will be treated as confidential, unless:
 - A. the information is clearly identified as confidential; and
 - B. Council considers in its discretion, (acting reasonably) that the information should be treated as confidential.
- (iii) Council may use material submitted as, with or in relation to a Tender (including information relating to the design, products or methodology proposed to be used by the Tenderer but not including any material which is to be treated as confidential pursuant to clauses 7.1(b)(i) or 7.1(b)(ii)) for its own purposes, including for the purpose of seeking prices from other Tenderers and for use in a contract with a party other than the Tenderer.

7.2 Disclosure by Council

- (a) Notwithstanding the preceding clause, Council may disclose any information contained in a Tender:
 - (i) to comply with any Law including, without limitation under the *Local Government Regulation 2012* (Qld) and the *Right to Information Act 2009* (Qld);
 - (ii) to comply with any of its own policies, procedures and governance requirements; and
 - (iii) to such of its Personnel as is necessary to properly conduct the Procurement Process, including to evaluate and obtain approval of Tenders received.

7.3 Media Release

Tenderers must not, either on their own account or in conjunction with other parties, issue any publication, advertisement, document, article or information whether verbal or written, concerning the Purpose for Request, the Agreement or the Procurement Process in any media without the prior approval of Council.

SECTION D – RESPONSE SCHEDULES

All parts of Section D – Response Schedules must be completed and returned. If a Tender contains incomplete parts of this Section D, the Tender will be a Non-Conforming Tender.

Part A1: Tenderer Details

Name of Tenderer The Tenderer acknowledges and agrees that the named tenderer shall be the legal entity with whom Council will enter into a contract if the Tenderer is successful.	
ABN/ACN	
Is the Tenderer registered for GST?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Contact Person	
Position of Contact Person	
Street Address of Tenderer	
Postal Address of Tenderer	
Email Address of Tenderer	
Contact Telephone of Tenderer	
Alternative Contact Telephone of Tenderer	
Does the Tenderer have any Conflicts of Interest?	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, include details on additional pages and provide details about

	how these conflicts will be managed.
Work Health and Safety Legislation Compliance Has the Tenderer or any key personnel of the Tenderer ever received a work improvement, prohibition notice or other fine or offence under any work health and safety legislation?	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, include details on additional pages.
Solvency of the Tenderer (a) Is the Tenderer unable to pay their debts as and when they fall due? (b) Has the Tenderer been the subject of any form of insolvency or administration? (c) Have any of the directors of the Tenderer been the subject of any bankruptcy proceeding? (d) Have any of the directors of the Tenderer been directors of a company that has been the subject of any insolvency or administration?	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes to any question, include details on additional pages. The Tenderer acknowledges and agrees that by submitting a Tender, Council is entitled to ask for further information about the Tenderer's financial position, including but not limited the Tenderer's financial statements.
Legal Information (a) Is the Tenderer or any of its directors or officers a party to any legal proceeding (in Australia or overseas) that may reasonably be expected to affect the Tenderer's ability to perform under the Agreement? (b) Has the Tenderer or any of its directors or officers been a party to any legal proceeding (in Australia or overseas) settled or otherwise finalised in the last 5 years that may reasonably be expected to affect the Tenderer's ability to perform under the Agreement? (c) Is the Tenderer aware of any other legal matter that may reasonably be expected to affect the Tenderer's ability to perform under the Agreement?	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes to any question, include details on additional pages.

Part A2: Evidence of Insurances

This part is relevant to Mandatory Criterion 1.

Note: A copy of the certificate of currency must be enclosed.

Insurance	Details
Public Liability Insurance Council's interest to be noted on the policy. Minimum value \$20 million	Insurer and Policy No:
	Amount:
	Expiry Date:
Workers' compensation insurance	Insurer and Policy No:
	Amount:
	Expiry Date:
Plant and equipment insurance Required for all plant and equipment used in the provision of services	Insurer and Policy No:
	Amount:
	Expiry Date:

Part B: Proposed Contract Fee

This part is relevant to Evaluation Criterion 1.

The nominated Contract Fee in the Services Agreement is \$ _____ (excluding GST) per annum.

Part C: Suitability as Contractor, including financial capacity

This section is relevant to Evaluation Criterion 2.

Tenderer's Resources

Tenderer is to provide details of the technical, managerial, physical and financial resources capable to effectively operate the Hughenden Landfill, including:

- (a) Details of any licences and accreditations held that are relevant.
- (b) Their ability to supply and sustain the necessary plant, equipment and materials;
- (c) Any contingency measures or back up of resources including personnel;
- (d) Their current commitment schedule;
- (e) Their current inventory of relevant plant, equipment and materials.

Tenderer to provide information about the key personnel proposed to be engaged to deliver services, including:

- (a) Their role in the performance of services under the Services Agreement;
- (b) Their resume;
- (c) Details of memberships of any professional or business association;
- (d) Qualifications, with particular emphasis on experience of workers in positions with similar requirements;
- (e) Any additional relevant information.

Tenderer's understanding of risk

Council requires the Tenderer to demonstrate its understanding of risk issues associated with facilities such as the Hughenden Landfill, and how it intends to manage those risks. Tenderers should provide specific examples of how they have managed risks (or propose to manage) at landfill facilities or other facilities that the Tenderer says has provided them with transferable risk management skills for the Hughenden Landfill.

Tenderers may provide a risk management plan with their response to demonstrate their understanding of risk.

Part D: Experience operating similar facilities

This section is relevant to Evaluation Criterion 3.

Tenderer to describe their experience. In an attachment, Tenderers must provide, at a minimum, the following information:

- (a) Details of similar work performed;
- (b) Details of the scope of the Tenderer's involvement in that work, including details of the services performed;
- (c) Details about issues that arose and how those issues were managed;
- (d) How the Tenderer has demonstrated sound judgment and discretion in previous work;
- (e) How the Tenderer has demonstrated competency in previous work, and their proven "track record" in delivering services.

The Tenderer should provide details of at least three references who are familiar with the Tenderer's performance of similar work.

Part E: Tenderer Execution

By signing this Part E, the Tenderer acknowledges that:

- the Tenderer has read and understand, and agrees to be bound by, the Request for Tender, including the Conditions of Tendering;
- the Tenderer has completed all parts of the Response Schedules;
- the Tenderer named in Part A1 of these Response Schedules and which has signed this Part E is the legal entity with whom Council will contract, if the Tenderer's Tender is successful;
- if the Tenderer is successful, their engagement is subject to the Services Agreement contained in Section E.

SIGNED, SEALED AND DELIVERED by THE TENDERER	
Signature	
Name of Signatory	
Signature of Second Signatory (if applicable)	
Name of Second Signatory (if applicable)	
Witness Signature	
Date	

SECTION E – SERVICES AGREEMENT



**SHIRE OF
FLINDERS**

www.flinders.qld.gov.au

SERVICES AGREEMENT

Operation of the Hughenden Landfill

Flinders Shire Council

("Council")

**The person or entity named in the Reference
Schedule**

("Contractor")

PARTIES

FLINDERS SHIRE COUNCIL of 34 Gray Street, Hughenden Qld 4821

(“Council”)

THE PERSON OR ENTITY NAMED IN THE REFERENCE SCHEDULE

(“Contractor”)

RECITALS

- A. Council owns the Land, which contains the Landfill and associated Council assets and infrastructure.
- B. Council invited tenders for a suitable contractor to provide the Services in accordance with the terms of this Agreement.
- C. The Contractor was the successful tenderer.
- D. The Contractor shall provide the Services in accordance with the terms of this Agreement.

OPERATIVE PROVISIONS

INTRODUCTORY PROVISIONS

1. REFERENCE SCHEDULE

Term	Detail
Contractor	[INSERT]
Contractor’s Representative	[INSERT]
Council Contact	Anthony Price Senior Operational Works Coordinator
Commencement Date	1 March 2023
Expiry Date	28 February 2027
Contract Fee (per annum)	\$([INSERT]) plus GST
Council’s Address for Notices	<u>Street Address</u> : 34 Gray Street, Hughenden Qld 4821 <u>Postal Address</u> : PO Box 274, Hughenden Qld 4821 <u>Email Address</u> : eho@flinders.qld.gov.au

Contractor's Address for Notices	<u>Street Address:</u> [INSERT]
	<u>Postal Address:</u> [INSERT]
	<u>Email Address:</u> [INSERT]

2. DEFINITIONS AND INTERPRETATION

(a) Definitions

In this Agreement:

- (i) **Agreement** means this Services Agreement and includes the Request for Tender and Tender Response received from the Contractor for the operation of the Landfill.
- (ii) **Commencement Date** means that date specified in the Reference Schedule.
- (iii) **Confidential Information** means documents and information provided or made available by Council or obtained by the Contractor in connection with the delivery of the Services which are of their nature confidential or which Council has identified to the Contractor as being confidential but does not include documents and information which are in the public domain other than through a breach of this Agreement.
- (iv) **Construction and Demolition Waste** means:
 - (A) waste generated from carrying out building work within the meaning of section 5 of the *Building Act 1975*; and
 - (B) without limiting paragraph (A), includes waste generated from building, repairing, altering or demolishing infrastructure for roads, bridges, tunnels, sewerage, water, electricity, telecommunications, airports, docks or rail.
- (v) **Contract Fee** means the amount specified in the Reference Schedule payable to the Contractor yearly for the provision of the Services, in accordance with the Tender Response and terms of this Agreement.
- (vi) **Contractor** means the person or entity specified in the Reference Schedule, a party to this Agreement.
- (vii) **Contractor's Representative** means the person, if any, specified in the Reference Schedule.
- (viii) **Council** means Flinders Shire Council, a party to this Agreement.
- (ix) **Council Assets** means any fixtures, improvements or alterations located on the Land, and any other personal property (as that term is defined in the PPSA) provided by Council to the Contractor under this Agreement at any time.
- (x) **Council Contact** means the person specified as such in the Reference Schedule.

- (xi) **Environmental Authority** means Environmental Authority EPPR00813313, held by Council for the operation of the Landfill, a copy of which is available by using the search function on the following link:

<https://apps.des.qld.gov.au/public-register/search/ea.php>

For avoidance of doubt, a reference in this Agreement to the Environmental Authority should be interpreted to mean the terms of the Environmental Authority to the extent they relate to the Landfill.

- (xii) **Expiry Date** means that date specified in the Reference Schedule.
- (xiii) **GST** means the goods and services tax payable under the GST Legislation.
- (xiv) **GST Legislation** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and related legislation passed by the Federal Government.
- (xv) **Intellectual Property Rights** means copyright, patents and all rights in relation to inventions, registered and unregistered trademarks (including service marks), registered designs, drawings, circuit layouts and all other rights resulting from intellectual activity in the construction, management of the Services, industrial, scientific, literary or artistic fields.
- (xvi) **Key Performance Indicators** means those key performance indicators contained in Schedule 1.
- (xvii) **Land** means Lot 200 on SP 212794, being the land on which the Landfill is located, and which is held by Council in freehold.
- (xviii) **Landfill** means the Hughenden Landfill, located at McLaren Street, Hughenden, which is located on the Land, and all facilities associated with the Landfill, including any fixtures and assets (which include, but are not limited to, the Scavenger's Shed and the Storage Area).
- (xix) **Minimum Opening Hours**, for the Landfill, means:
- (A) on weekdays other than public holidays – 8.00am – 11.00am and 3.00pm – 6.00pm;
 - (B) on Saturdays and Sundays other than public holidays – 8.00am – 11.00am and 2.00pm – 6.00pm;
 - (C) on public holidays other than Good Friday, Christmas Day and New Year's Day – 8.00am – 11.00am.
- (xx) **Operational Requirements** means those requirements that apply to the operation of the Landfill, which are as follows:
- (A) any reasonable direction of Council;
 - (B) this Agreement;
 - (C) any industry standards that apply to the operation of such facilities;
 - (D) the Request for Tender;
 - (E) the Contractor's Tender Response.

If there is any inconsistency between the above Operational Requirements, then the list contained in the preceding subclause shall be read in order of priority, with subclause (A) carrying the most weight.

- (xxi) **PPSA** means the *Personal Property Securities Act 2009* (Cth) and its regulations as amended and in force from time to time.
- (xxii) **Register** means the Personal Property Security Register.
- (xxiii) **Regulated Waste** has the meaning given to that term by the *Waste Reduction and Recycling Act 2011*.
- (xxiv) **Reference Schedule** means the table in Clause 1 of this Agreement.
- (xxv) **Request for Tender** means Request for Tender No. 102.2019.15, pursuant to which Council sought tenders from interested contractors for the operation of the Landfill in accordance with this Agreement.
- (xxvi) **Risk Management Matrix** means the matrix to be prepared by the Contractor in accordance with clause 11 of the Agreement. The matrix must provide for an assessment of risk and outline suitable protocols in relation to the activities required to operate the Landfill, including but not limited to:
 - (A) Acceptance and handling of Waste including waste oil, batteries, chemicals, fridges and asbestos;
 - (B) Fire;
 - (C) Use and maintenance of equipment;
 - (D) Cell digging and maintenance;
 - (E) Security; and
 - (F) all other matters that a reasonable operator would include for consideration.
- (xxvii) **Scavenger's Shed** means the shed and concrete pad beside the shed located at the entrance to the Landfill.
- (xxviii) **Separate Designated Waste Areas** means the areas at the Landfill at which Users can deposit Waste, but only for the specific purpose identified at or applicable to the relevant Separate Designated Waste Area, which must be maintained by the Contractor in accordance with any direction of Council or any other Operational Requirements, and which are specified in Clause 5(b)(iv).

Where this Agreement refers to a Separate Designated Waste Area (*Waste Type*), then that is a reference only to the Separate Designated Waste Area for the identified waste type.

- (xxix) **Services** means any and all obligations the Contractor is required to deliver under this Agreement for the operation of the Landfill for the disposal of Waste as directed by Council from time to time including the delivery of the Services in compliance with the Key Performance Indicators

- (xxx) **Specified Loss** includes any of the following, whether direct, indirect, special or consequential:
 - (A) loss of use, production, profit, income, revenue, business, contract, opportunity or anticipated saving;
 - (B) liability for loss or damage suffered by third parties;
 - (C) any financing costs, increase in operating costs or legal costs (on a solicitor and client basis);
 - (D) any fines levied;
 - (E) loss of reputation or embarrassment;
 - (F) any other financial or economic loss not expressly referred to in the preceding paragraphs;
 - (G) any indirect, special or consequential loss, damage, cost, expense or penalty not expressly referred to in the preceding paragraphs, howsoever arising.
- (xxxi) **Staff** means any employees, contractors, staff, sub-contractors or agents of the Contractor who perform or assist in performing any of the Services.
- (xxxii) **Statutory Requirement** includes:
 - (A) any Acts, ordinances, regulations, by-laws, local laws, orders, awards and proclamations of Council, Queensland or the Commonwealth;
 - (B) certificates, licences, consents, permits, approvals and requirements of any entities having jurisdiction in connection of the performance of obligations under this Agreement;
 - (C) fees and charges payable in connection with the foregoing.
- (xxxiii) **Storage Area** means the concrete pad beside the Scavenger's Shed.
- (xxxiv) **Tender Response** means the Contractor's response to the Request for Tender, or in the form that was accepted by Council.
- (xxxv) **Term** means the period commencing on the Commencement Date and ending on the Expiry Date, including any holding over period.
- (xxxvi) **User** means any person or entity who attends the Landfill, whether or not on payment of a fee, to dispose of Waste or to otherwise utilise any facility or service that is offered or made available at the Landfill.
- (xxxvii) **Waste** has the meaning given to that term by the *Environmental Protection Act 1994*.
- (b) In this Agreement, unless the contrary contention appears:
 - (i) reference to:
 - (A) a business day means a day that banks are trading in Hughenden;

- (B) one gender includes the other genders;
 - (C) the singular includes the plural and the plural includes the singular;
 - (D) a person includes a partnership and a body corporate;
 - (E) a party includes the party's successors and permitted assigns;
 - (F) a clause, sub-clause, paragraph or schedule is to a clause, sub-clause, paragraph or schedule of this Agreement
- (ii) a statute, regulation or provision of a statute or regulation ("**statutory provision**") includes a reference to:
 - (A) that statutory provision as amended or re-enacted from time to time; and
 - (B) a statutory provision enacted in replacement of that statutory provision; and
 - (iii) writing includes a reference to printing, typing and each other method of producing words in a visible form.
- (c) If a party consists of more than one person, this Agreement binds them jointly and each of them severally.
 - (d) Headings are for convenience only and do not affect the interpretation of this Agreement.
 - (e) Any party which is a trustee is bound in its capacity as a trustee and personally.

3. TERM

- (a) Council appoints the Contractor to provide the Services on the terms and conditions in this Agreement and the Contractor accepts the appointment as a Contractor to Council.
- (b) This Agreement will start on the Commencement Date and will continue until the Expiry Date.

4. NO INTEREST IN THE LAND

To the extent that this Agreement pertains to the Land, this Agreement provides the Contractor with a non-exclusive licence to use the Land to deliver the Services and to generally discharge their obligations under this Agreement. This Agreement does not provide the Contractor with any interest in the Land or the fixtures thereon.

CONTRACTOR'S OBLIGATIONS

5. THE SERVICES

- (a) Without limiting anything else in this Agreement, the Contractor acknowledges and agrees that the Services include:

- (i) doing all things to manage and operate a fully functional landfill on the Land, at the Landfill and associated facilities, that is open to the public to receive domestic, trade, industrial and commercial waste including Regulated Waste;
 - (ii) operating the Landfill in a manner that is consistent with the Operational Requirements.
- (b) Without limiting the generality of the preceding subclause, the Contractor must:
- (i) operate in a safe manner, for operators at and users of the Landfill alike;
 - (ii) ensure that a person is located at the gate during the Minimum Opening Hours and at any other times the Landfill is open to the public;
 - (iii) ensure that the terms of the Environmental Authority are complied with;
 - (iv) maintain Separate Designated Waste Areas at the Landfill in accordance with the Operational Requirements, and consistently with the purpose for which the Separate Designated Waste Areas has been established. At the Commencement Date, the following types of waste each correspond to its own Separate Designated Waste Area at the Landfill:
 - (A) general waste cell;
 - (B) waste oil area, being the shed located near the entrance of the Landfill;
 - (C) kitchen oil area;
 - (D) scrap metal pad;
 - (E) white goods pad;
 - (F) tyre pit;
 - (G) car area;
 - (H) timber area;
 - (I) concrete area;
 - (J) Regulated Waste cell; and
 - (K) dead animal pit;
 - (L) battery storage area, being the shed located generally west of the Scavenger's Shed;
 - (v) install appropriate signage at each Separate Designated Waste Area and take reasonable steps to ensure there is no cross-contamination of waste or other dumping of particular waste in one Separate Designated Waste Area that reasonably belongs in another Separate Designated Waste Area;
 - (vi) greet each User to ensure that they place their Waste in the correct Separate Designated Waste Areas. Without limiting the generality of this subclause, the Contractor must provide Users with directions and the Contractor is responsible for ensuring that they comply with such directions;

- (vii) ensure that Users do not remove any items from the Landfill unless permitted by law or in writing by Council;
- (viii) without limiting any specific reporting obligations in this Agreement, collect paperwork, issue invoices and collect payments for disposal of Waste (if required);
- (ix) perform all plant operations associated with the proper operation of the Landfill and the facilities associated with it;
- (x) establish and maintain firebreaks;
- (xi) as soon as practicable after the Commencement Date, compact and cap Waste at the Separate Designated Waste Area (general waste cell);
- (xii) dig any further Separate Designated Waste Areas if existing Separate Designated Waste Areas are filled;
- (xiii) dig new the following new Waste cells as the need arises:
 - (A) Separate Designated Waste Area (Regulated Waste cell);
 - (B) Separate Designated Waste Area (dead animal pit);
 - (C) Separate Designated Waste Area (tyre pit).
- (xiv) maintain the Landfill by:
 - (A) regularly mowing the grass and keeping the garden beds free of grass and weeds;
 - (B) regularly collecting all wind-blown Waste along the fence line and placing it back into the appropriate Waste cell;
 - (C) maintaining, and replacing if required, all trees and shrubs (watering regularly and removing dead branches and leaves) in substantially the same condition as at the Commencement Date;
 - (D) maintaining the watering system for the garden beds;
 - (E) applying herbicide and insecticide as required;
 - (F) ensuring the storage area for salvaged items is kept neat and tidy as reasonably possible, and ensuring it is safely accessible to users who may wish to purchase material;
 - (G) cleaning the kitchenette and bathroom in the Scavenger's Shed;
- (xv) liaise with relevant entities about the continued operation of the Landfill. Without limiting the generality of this obligation, the Contractor is required to:
 - (A) liaise with Council staff including plumbers regarding the heavy leachate pond as soon as practicable after a rain event that could reasonably affect the leachate pond;

- (B) liaise with Council contractors including the Saleyards Contractor regarding timing of the installation of facilities associated with the Separate Designated Waste Area (dead animal pit);
 - (C) liaise appropriately with chemical collection agencies;
 - (xvi) not burn any Waste and report any fires that occur at the Landfill to Council as soon as practicable after the Contractor becomes aware of the fire;
 - (xvii) move the Landfill litter fence as required by Council;
 - (xviii) resolve any complaints by Users, record all complaints and actions, and report all complaints to Council as soon as practicable after the Contractor becomes aware of the complaint. The Contractor is required to report the complaint in accordance with the process directed by Council;
 - (xix) without limiting any specific obligations under this Agreement or at law, inspect and collect Waste tracking documentation including for the Separate Designated Waste Area (Regulated Waste cell) and Tyre pit;
 - (xx) record and promptly report environmental incidents and illegal dumping to Council and any regulatory authority to whom such incidents are required to be reported under legislation;
 - (xxi) repair and maintain any equipment and consumables required by the Contractor in order to discharge its obligations under this Agreement;
 - (xxii) adhere to the Key Performance Indicators.
- (c) **Green Waste**
- (i) The Contractor acknowledges and agrees that there is no equipment or machinery available at the Landfill to mulch or otherwise process green waste.
 - (ii) If the Contractor wishes to make a green waste disposal service available at the Landfill, it must:
 - (A) obtain Council's written agreement to do so, which may be given, withheld, or given subject to conditions in Council's absolute discretion; and
 - (B) in consultation with Council, bring to the Landfill at the Contractor's own cost, such equipment and machinery as is necessary to effectively mulch and process any green waste deposited by Users;
 - (C) establish a Separate Designated Waste Area for green waste.
- (d) **Construction or Building Waste**
- (i) If a User deposits Construction or Building Waste at the Landfill, the Contractor must provide the User with a receipt to confirm the volume of waste deposited and the date of deposit.
 - (ii) The Contractor must, within 24 hours of providing a receipt for Construction or Building Waste, give a copy of that receipt to Council.

6. DELIVERY OF THE SERVICES

(a) General

- (i) The Contractor agrees to provide the Services to Council as required by Council in accordance with this Agreement.
- (ii) The Contractor shall ensure that the Services are performed with due care, skill and diligence in a professional and ethical manner and to Council's reasonable satisfaction.

(b) Statutory Requirements

The Contractor must adhere to any Statutory Requirements that may apply to the operation of the Services, including but not limited to:

- (i) the *Environmental Protection Act 1994*, the *Environmental Protection Regulation 2008*, the *Waste Reduction and Recycling Act 2011* and the *Waste Reduction and Recycling Regulation 2011*;
- (ii) any applicable guidelines published by the Department of Environment and Science, including but not limited to ESR/2015/1571 (Clinical and related waste);
- (iii) other environmental compliance legislation;
- (iv) workplace health and safety legislation;
- (v) discrimination and harassment legislation;
- (vi) security legislation;
- (vii) privacy legislation.

(c) Working Hours

Without limiting the Contractor's obligations under Clause 7, the Contractor will ensure that it works the hours necessary to achieve the efficient and effective performance of the Services, and as outlined elsewhere in this Agreement.

(d) Council Contact

The Contractor will liaise with and obtain instructions from the Council Contact or any other person nominated by Council in relation to providing the Services.

(e) Directions

The Contractor will comply with all reasonable guidelines, requirements, directions and instructions provided by Council and its authorised officers, including but not limited to the Council Contact, concerning the provision of the Services.

(f) Accreditations

The Contractor must ensure it holds all accreditations required to deliver the Services. For avoidance of doubt, nothing in this Agreement fetters Council's discretion to refuse, approve or impose conditions on any approval that the Contractor is required to obtain from Council in compliance with this subclause.

(g) Contractor's Representative

- (i) Where the Contractor is not a natural person, the parties acknowledge and agree that any communications to or from the Contractor shall be conducted by the Contractor's Representative.
- (ii) The Contractor warrants that the Contractor's Representative is authorised to bind the Contractor.

(h) Non-Performance and Step-in Rights

- (i) If, in the reasonable opinion of Council, the Contractor is unable to, or does not, perform the Services to the standard required under this Agreement, Council will arrange to carry out the Services, and any cost incurred by Council in doing so shall be recoverable from the Contractor as a liquidated debt.
- (ii) Council is not required to give notice to the Contractor before carrying out the Services pursuant to the preceding subclause.

(i) Instructions and Compliance

- (i) The Contractor will comply with all reasonable guidelines, requirements and instructions provided by Council concerning the provision of the Services. However, it is the Contractor's obligation to determine how the work is performed, and the Contractor has full responsibility for the supervision and daily direction and control of any Staff.
- (ii) The Contractor will comply with all applicable laws concerning the provision of the Services and policies and procedures issued by Council, including but not limited to, laws and policies relating to work health and safety, discrimination and harassment, security, privacy and use of Council's facilities and resources.
- (iii) The Contractor is responsible for ensuring it has familiarised itself with relevant policies and procedures, of Council and any other relevant authority, and warrants that it has done so.

(j) Responsibility for Staff

- (i) The Contractor acknowledges that it is responsible for ensuring the health, safety and welfare of any Staff of the Contractor while performing the Services, including providing all necessary training and safety equipment.
- (ii) The Contractor also acknowledges that it is solely responsible for all remuneration, expenses, taxes, leave entitlements, superannuation, workers' compensation and other insurances in respect of any Staff of the Contractor.
- (iii) The Contractor indemnifies Council and keeps Council indemnified (on a full indemnity basis) against any loss, cost, expense or damage suffered or incurred by Council arising directly or indirectly from any claim by any Staff of the Contractor.

(k) Provision of plant, equipment and materials

- (i) The Contractor acknowledges and agrees that Council is not responsible for supplying any plant, equipment or materials to operate the Landfill.

- (ii) The Contractor is required to supply at their own cost all plant, equipment and materials necessary to provide the Services, and for the proper performance of work. The Contractor is also required to ensure such equipment is suitable and maintained in good and safe working order.
- (iii) The Contractor must ensure that:
 - (A) all plant, equipment or materials used to operate the Landfill are in good and safe working order and condition at all times they are being used on the Land;
 - (B) any plant, equipment or materials that are damaged are promptly replaced to ensure the continued delivery of the Services for the Term.
- (iv) Without limiting Clause 6(k)(iii), if any Council Assets are located at the Facility at the Commencement Date, then:
 - (A) those Council Assets at all times remain the property of Council;
 - (B) the Contractor is responsible for maintaining those Council Assets in the manner reasonably directed by Council;
 - (C) the Contractor is responsible for insuring those assets for their replacement value;
 - (D) the Contractor is responsible for any loss or damage caused by the wilful or negligent acts or omissions of the Contractor.

(l) Other responsibilities of the Contractor

- (i) The Contractor is responsible for providing a safe site for users and staff, and complying with all applicable work health and safety laws and standards.
- (ii) The Contractor is responsible for at all times ensuring that all Staff associated with the delivery of the Services maintain a current drivers' licence (appropriate Class for the vehicle being operated), and a White Card (National Construction Industry Workplace Health and Safety Certification). The Contractor must provide satisfactory evidence to Council of the existence and currency of the licences referred to in this clause, prior to the Commencement Date. The Contractor must advise Council immediately if these licences have been, or are likely to be, suspended or revoked.
- (iii) Each of the Contractor's Staff must attend an induction with Council's Workplace Health and Safety Officer. The Contractor's Staff must perform a site induction for any new personnel (including sub-contractors), and/or make the new personnel available for an induction with Council's Workplace Health and Safety Officer at the Contractor's expense, as deemed appropriate by Council's Workplace Health and Safety Officer.
- (iv) The Contractor together with the Contractor's Staff shall be neat and clean in appearance, courteous to the public, and in a fit state for work at all times whilst on the Land or discharging obligations under this Agreement.

(m) **No disparagement**

The Contractor together with the Contractor's Staff shall not make any public comment (including, but not limited to, providing information or comment to the media) about the Landfill unless the person making the comment has first obtained written or verbal permission from Council. This clause does not apply to routine advice, information and instruction that the Contractor or its Staff gives to Users or Council regarding the proper use of the Landfill and maintenance of the Landfill and surrounding area.

(n) **Outside Work**

The Contractor may accept outside work in respect to the Services provided it is not in conflict with the delivery of the Services required by this Agreement. The Contractor shall not have exclusive rights to carry out associated Services in the Flinders Shire local government area.

(o) **Council's interests to be protected**

The Contractor must ensure that, to the greatest extent possible, the Services are provided in such a way that Council's interests are protected.

7. MINIMUM OPENING HOURS

- (a) Notwithstanding Clause 6(c), the Contractor must ensure that the Landfill is open to the general public for the Minimum Opening Hours.
- (b) The Contractor must ensure that at least one person is engaged at the Landfill at all times during the Minimum Opening Hours who holds the qualifications required to deliver all aspects of the Services.
- (c) If, on more than two (2) occasions in one calendar month:
 - (i) the Landfill is not open to the general public for the Minimum Opening Hours; or
 - (ii) Council, acting reasonably, considers that the Contractor has not adhered to subclause (b) of this clause;then the Contractor will be in breach of this Agreement.

8. OWNERSHIP OF LANDFILL

The Contractor acknowledges and agrees that the Landfill, and all facilities, fixtures and assets located on the Land (whether affixed to the Land or moveable chattels) are the property of Council.

9. SCAVENGING RIGHTS

- (a) The Contractor will have scavenging rights and is entitled to keep the proceeds of any scavenging activities however, Council reserves the right to come to an agreement with the Contractor regarding scavenged scrap metal and batteries.
- (b) The Contractor may, but is not required to, sell any scavenged items from the area of the Landfill that is designated by Council for this purpose. However, if the Contractor chooses to do so, the Contractor:

- (i) must ensure any items made available for sale are sold in a safe condition. The Contractor is responsible for ensuring any items made available for sale are safe;
- (ii) must ensure that the place at which items are being sold:
 - (A) is kept clean and tidy, and in a safe condition; and
 - (B) is secured when the Landfill is not open for Users to access;
- (iii) without limiting the generality of the release and indemnity elsewhere in this Agreement, releases and indemnifies Council from any loss or damage arising as a result of the sale of scavenged items, including loss or damage suffered by a third party by a scavenged item that is sold to them.

10. REPORTING

(a) Provision of monthly reports

- (i) The Contractor will, on or before the seventh day of each calendar month, provide Council with a report disclosing particular information about the preceding calendar month ("**Monthly Report**").
- (ii) The information required to be disclosed in the Monthly Report is the following, pertaining to the relevant calendar month in which the Monthly Report is being prepared:
 - (A) the number of Users who utilised facilities on the Land;
 - (B) the specific facilities that were utilised.
 - (C) the indicative weight of the waste disposed of calculated in accordance with the matrix in Schedule 2.

(b) Accuracy and adequacy of reporting

- (i) This clause relates to any report given by the Contractor to Council under this Agreement ("**a Report**").
- (ii) If Council, acting reasonably, doubts the accuracy or adequacy of a Report, Council may take any one or more of the following steps:
 - (A) request that a supplementary report be provided to address the identified inaccuracy or inadequacy;
 - (B) request that the Contractor provides further information to support the matters disclosed in the Report or any supplementary report;
 - (C) audit, either itself or a third party, so much of the Contractor's books and records as Council requires to satisfy itself of the matters disclosed in the Report or any supplementary report;
 - (D) interview any member of the Contractor's Staff in order to corroborate the matters disclosed in a Report;
 - (E) take any other step which Council considers reasonably necessary to verify the accuracy or improve the adequacy of a Report.

- (c) All costs associated with any step or combination of steps taken pursuant to the preceding subclause shall be borne by the Contractor. If Council incurs the cost, Council may, in its absolute discretion, invoice the Contractor for that cost as a liquidated debt, and the Contractor must pay the amount of that invoice as directed by Council.
- (d) For the avoidance of doubt, Council's rights under this clause:
 - (i) apply to any Report;
 - (ii) can be invoked even if Council has, by its express or implied conduct, previously accepted the contents of a Report;
 - (iii) survive the expiry of this Agreement.

11. RISK MANAGEMENT

- (a) Within one month of the Commencement Date, the Contractor must provide its Risk Management Matrix to Council for assessment.
- (b) The parties will work together to finalise the Risk Management Matrix.
- (c) The Risk Management Matrix must be updated as frequently as required by a responsible operator. A copy of the Risk Management Matrix must be provided to Council on the anniversary of the Commencement Date in each year of the Term.

COUNCIL'S RIGHTS

12. ENTRY TO LANDFILL BY COUNCIL

- (a) Council may, at any time and without notice, enter and remain upon the Land, including any part of or facility forming part of the Landfill, for any reason (including but not limited to entering the Land and re-taking possession of any Council asset located on the Land).
- (b) Council can, at all times during the Term, enter the Landfill to dispose of its own Waste or Waste that Council has collected without any charge being applied to that use.
- (c) In entering and remaining upon the Land, Council will endeavour to minimise any disruption to the Contractor and the performance of the Services.

13. ALTERATIONS, ADDITIONS AND IMPROVEMENTS

- (a) Without limiting the generality of the preceding clause, Council may at any time enter the Land to make alterations, additions or improvements to any existing infrastructure contained on the Land, including the Landfill and facilities that form part of the Landfill.
- (b) In carrying out any alterations, additions or improvements, Council shall take all reasonable steps to minimise interference with the Contractor's use of the Land to perform the Services, and otherwise to discharge their obligations under this Agreement.

- (c) The Contractor may not make any alterations, additions or improvements (including the erection of signage) to the Land unless the Contractor has first obtained Council's prior written consent to the proposed alteration, addition or improvement, which consent may be given in Council's absolute discretion and may be conditional upon the Contractor providing Council with anything that Council may require for the purpose of giving the consent (including but not limited to work plans and drawings).

14. **PERFORMANCE AUDIT**

- (a) The parties acknowledge and agree that each year of the Term, Council may carry out a performance audit of the performance of the Contractor's obligations under this Agreement during the preceding year.
- (b) If a performance audit is carried out in a year, then:
 - (i) that performance audit will be completed by Council:
 - (A) for the year commencing 1 March 2023 and ending 29 February 2024, on or before 30 June 2024;
 - (B) for the year commencing 1 March 2024 and ending 28 February 2025, on or before 30 June 2025;
 - (C) for the year commencing 1 March 2025 and ending 28 February 2026, on or before 30 June 2026.
 - (ii) the results of the performance audit will be provided to the Contractor within 30 days of the audit being completed.
- (c) The performance audit:
 - (i) will consider the Contractor's performance of obligations under this Agreement, including any breaches of the Agreement, during the preceding year;
 - (ii) may rely on any reporting supplied under Clause 10.
- (d) **Consequences of unsatisfactory performance audit**
 - (i) If Council, acting reasonably, is dissatisfied with any matter arising from the performance audit, then Council may provide the Contractor with a performance improvement plan, setting out the steps that the Contractor is required to take in order to enhance their performance consistently with the terms of this Agreement.
 - (ii) The performance improvement plan must:
 - (A) identify the areas that Council requires the Contractor to improve in performance, with reasonable specificity;
 - (B) specify how performance in the nominated areas can be improved;
 - (C) specify a reasonable time by which the improved performance needs to be demonstrated.
 - (iii) If the Contractor fails to demonstrate improved performance in the identified areas for improvement by the time specified in the performance improvement

plan, then Council may treat that as a breach of this Agreement pursuant to Clause 25.

- (iv) Nothing in this clause fetters Council's ability to exercise its rights under Clause 25 at any time during the Term, and Council is not required to supply a performance improvement plan before relying on Clause 25, or any other rights in this Agreement.

FEES AND CHARGES

15. CONTRACT FEE

- (a) Council will pay the Contract Fee to the Contractor yearly upon receipt of the Contractor's invoice and satisfactory provision of the Services in the relevant period.
- (b) The Contractor acknowledges that the payment to which it is entitled under this clause is the Contractor's full and sole monetary compensation for discharging the Contractor's obligations under the Agreement, described in or to be reasonably inferred from the Agreement, in accordance with the Agreement, irrespective of whether or not the Contractor in fact suffers loss as a result of the proper performance of its obligations under this Agreement, and including, without limitation:
 - (i) delivering the Services and performing its obligations under this Agreement;
 - (ii) providing all materials, plant, personnel and other items of work necessary for the proper delivery of the Services or the compliance of the Contractor with its other obligations under the Agreement (including items which are not expressly mentioned in the Agreement but which are obviously and indispensably necessary for the proper delivery of the Services or the compliance of the Contractor with its other obligations under the Agreement);
 - (iii) all disbursements, incidentals, sundries and outlays in connection with the delivery of the Services including travel, accommodation, meals, living expenses, provision of site office facilities, photocopying, printing and telephone fees, costs and charges;
 - (iv) costs associated with establishment and disestablishment under this Agreement;
 - (v) paying all fees, charges, costs, expenses, taxes or duties incurred by the Contractor in carrying out its obligations under the Agreement;
 - (vi) effecting and maintaining the insurances required under the Agreement;
 - (vii) attendance by the Contractor at all inductions, training, workshops and other meetings required by Council;
 - (viii) all payments required to be made by the Contractor in accordance with any Statutory Requirements, including but not limited to fees, charges, costs, expenses, taxes, duties, levies, wages, superannuation allowances, bonuses and other payments, and payments in respect of any employees or personnel engaged by the Contractor;
 - (ix) complying with all directions authorised by the Agreement;

- (x) complying with all of the Contractor's other obligations under the Agreement;
- (xi) all warranties given by the Contractor under the Agreement;
- (xii) complying with any Statutory Requirements applicable to the Agreement; and
- (xiii) all other risks borne by the Contractor under the Agreement.

(c) **Invoicing**

- (a) The Contractor must issue a tax invoice to Council on a fortnightly basis in arrears, seeking payment for the previous fortnight's Contract Fees. The tax invoice must be issued within fourteen (14) days of the end of the fortnight being claimed.
- (b) The Contractor must provide its ABN number and bank details to Council by the Commencement Date and within each tax invoice.
- (c) The Contractor must issue a tax invoice in proper form, being on the Contractor's letterhead specifying the nature of the Services, the period that the Services pertains to, the number of days worked during the period, and the date and time the Services were performed.
- (d) Upon receiving a tax invoice in accordance with this clause, and assuming Council has no right of set-off or disputes the invoice, Council shall pay the Contractor's invoice within fourteen (14) days of receiving the invoice.

16. PAYMENTS TO COUNCIL

- (a) The Contractor acknowledges and agrees that at any time during the Term, Council may set fees and charges to be payable by Users of the Landfill. If Council does so, then:
 - (i) Council must give the Contractor a notice specifying the amount of the fees and charges, the types of Waste or Users to which those fees and charges apply, and the date on which the fees and charges come into effect. The notice referred to in this subclause must be given at least seven (7) days prior to the day the fees and charges come into effect;
 - (ii) subject to subclause (b) of this clause, the Contractor must collect the fees and charges set by Council from relevant Users on the date the fees and charges come into effect, and the Contractor must remit the value of the collected fees and charges to Council in the manner directed by Council;
 - (iii) subject to subclause (c) of this clause, Council and the Contractor must meet to discuss any amendments that may be required to this Agreement because of the Contractor's obligation to collect fees and charges, and those amendments must be incorporated into this Agreement by way of a Deed of Variation or similar document prepared by Council. Council and the Contractor must negotiate any amendments in good faith. If the parties are unable to agree on the necessary changes to this Agreement within fourteen (14) days of the date Council provides the notice specified in subclause (i), then Council may, without further notice to the Contractor, terminate this Agreement, without any liability in damages to the Contractor.

- (b) Where Council is a User, it will be exempt from paying any fees and charges.
- (c) If Council increases or decreases the fees or charges it sets pursuant to subclause (a), the parties acknowledge and agree that the Licence Fee shall not be modified because of the increase or decrease to the fee or charge set.

17. OUTGOINGS AND UTILITIES

- (a) The Contractor is responsible for paying the cost of all outlays and utilities associated with the Landfill, including but not limited to water supply, sewerage, electricity, telephone and Internet.
- (b) Where utilities are separately levied to the Landfill, Council will pass on any invoice to the Contractor to pay in accordance with the terms of the invoice, and the Contractor must do so in accordance with the invoice.
- (c) Where utilities are not separately levied, Council will calculate the proportion of utilities attributable to the Landfill and will invoice the Contractor for that cost, and the Contractor must pay the invoice in accordance with the terms specified on that invoice.

18. TAXATION

- (a) Unless otherwise specified, the fees, charges, taxes and expenses payable under this Agreement include GST.
- (b) Where GST is payable on any supply made by a party under or in connection with this Agreement, the consideration provided (or to be provided) for that supply will be increased by an amount equal to the GST liability properly incurred by the party making the supply ("**GST Amount**").
- (c) The party making the supply must promptly provide a tax invoice or receipt, which is in an approved form for GST purposes, for any supply for which the party making the supply may recover GST.
- (d) If a party has incurred a cost on which GST is payable, that party may claim the cost, plus GST, unless the party is entitled to an input tax credit in respect of such GST.
- (a) Each party warrants that at the time any supply is made under this Agreement on which GST is payable, that party is or will be registered under the GST Legislation.
- (b) The Contractor agrees to provide to Council written evidence of registration and its Australian Business Number ("**ABN**"). Council is entitled to withhold such amounts necessary to be withheld in order for Council to comply with its taxation obligations in respect of the Contractor until the Contractor provides its ABN.

19. COUNCIL'S RIGHT OF SET OFF

Council shall be entitled to apply any amount otherwise required to be paid to the Contractor to set off any loss or damage suffered by Council and for which Council can sue the Contractor or recover monies from the Contractor, either under this Contract or at law generally.

WARRANTIES, INSURANCES AND INDEMNITIES

20. CONTRACTOR'S WARRANTIES

- (a) The Contractor warrants that as at the date of this Agreement, the Contractor and/or its Staff hold all necessary competencies, accreditations, qualifications, permits, clearances or other authorisations which are required for the Contractor to comply with its obligations under this Agreement, and will maintain such competencies, accreditation, qualifications, permits, clearances or other authorisations at all times during the Term.
- (b) The Contractor must, and must ensure that its Staff, in performing work under this Agreement, comply with:
 - (i) this Agreement;
 - (ii) all applicable Statutory Requirements;
 - (iii) all relevant industry standards, codes and guidelines;
 - (iv) all policies, requirements and procedures of Council which are applicable to the Services and which are publicly available or otherwise made known to the Contractor.
- (c) The Contractor must supply all personnel and equipment necessary for the proper delivery of the Services.
- (d) The Contractor warrants that it and its Staff have the necessary skills and expertise to be able to competently deliver the Services, in accordance with this Agreement and any applicable industry standard.
- (e) The Contractor warrants that it has not relied upon any representation by Council in entering into this Agreement and agreeing to perform the Services.
- (f) Without limiting the generality of the preceding subclauses, the Contractor warrants to Council that:
 - (i) the Contractor and its Staff at all times shall be suitably qualified and experienced, and shall exercise due skill, care and diligence in delivery of the Services and otherwise discharging its obligations under this Contract;
 - (ii) the Contractor shall deliver the Services and otherwise discharge its obligations under this Agreement so that the Services, when delivered, are compliant with all the requirements of the Agreement;
 - (iii) any Staff engaged by the Contractor to deliver or assist in the delivery of the Services hold all competencies, licenses, accreditations and qualifications which are required;
 - (iv) the Contractor has undertaken all necessary enquiries and investigations to satisfy itself as to:
 - (A) the nature and extent of its obligations under the Agreement;

(B) the completeness and accuracy of the Agreement.

(g) **Warranties Unaffected by Variation**

The warranties remain unaffected notwithstanding any variation to this Agreement.

21. INSURANCES

- (a) The Contractor shall, at its cost, from the date of this Agreement provide and maintain:
 - (i) public liability insurance having a minimum limit of twenty million dollars (\$20,000,000.00) for each and every occurrence against all claims which may be brought anywhere in the world (including extra-territorial actions), and arising out of the Contractor's delivery of the Services or generally in relation to its performance of its obligations under this Agreement, for bodily injury death or damage to property of third parties which shall include coverage against liability arising out of the ownership or operation of motor vehicles and coverage in the same amount against all claims brought anywhere in the world arising out of alleged assault and battery, false arrest, detention, libel, slander, defamation or other violation or wrongful entry or eviction;
 - (ii) insurance for at least the replacement value of each item of property, fixtures, fittings and chattels brought on to the Land by the Contractor from time to time;
 - (iii) workers' compensation insurance effected in accordance with laws for the time being requiring such insurances, arising out of the Contractor's delivery of the Services or generally in relation to its performance of its obligations under this Agreement.
- (b) All insurances shall be in such form and for such amounts and with such companies as approved by Council, which approval shall not be unreasonably withheld.
- (c) The Contractor assumes all risks in connection with the adequacy of any insurance and waives any claim against Council (in the absence of negligence of Council) for any liability, cost or expense arising out of any uninsured claims, in part or in full, of any nature whatsoever.
- (d) Prior to the Commencement Date, and on further occasions upon request of Council, the Contractor must provide evidence satisfactory to the Council of the terms and currency of each of the insurance policies referred to in this clause.

22. RISK AND INDEMNITY

- (a) Council (including its Staff or any associated entity who performs services on behalf of Council hereunder) is not liable to the Contractor in contract, tort or otherwise whatsoever for any loss or damage (including consequential loss) to any person or property arising from performance of rights or obligations under this Agreement by the Contractor or others, save to the extent the loss or damage is a consequence of the negligent acts or omissions of Council (or Council's employees, representatives, contractors or associated entities).

- (b) The Contractor:
- (i) carries out its obligations under this Agreement at its own risk;
 - (ii) shall be liable for claims of third parties for personal injury and property damage not covered by the insurance required under this Agreement which result from the negligence of the Contractor having due regard to the standards set out in this Contract provided that the Contractor shall not assert any claims against Council and Council shall not be liable to the Contractor for any losses, damages, liabilities or expenses (including legal costs) incurred or sustained by the Contractor;
 - (iii) indemnifies Council from and against any claim, damage, loss or expense suffered by Council or others as a result of the performance of its rights and obligations under this Agreement by the Contractor or the Contractor's employees and agents or as a result of or arising out of the grant of, or the exercise of, this Agreement, save to the extent the loss or damage is a consequence of the negligent acts or omissions of Council.
- (c) **Indemnity by Contractor regarding Statutory Requirements**
- (i) The Contractor shall indemnify Council against any claim which may be brought against Council and for any loss (including Specified Loss) which may be suffered or incurred by Council relating to or arising out of or in connection with:
 - (A) the Contractor's failure to comply with a Statutory Requirement; and/or
 - (B) any enforcement of obligations imposed on the Contractor under a Statutory Requirement;
- but the indemnity will be reduced to the extent that a negligent act or omission of Council caused or contributed to the claim or loss.

END OF AGREEMENT

23. TERMINATION DURING PROBATIONARY PERIOD

- (a) The parties acknowledge and agree that the Contractor's engagement under this Agreement is subject to a probationary period which commences on the Commencement Date and ends on the three (3) month anniversary of the Commencement Date ("**the Probationary Period**").
- (b) During the Probationary Period, either party may, upon giving no less than one (1) week's written notice to the other party, terminate this Agreement without cause.

24. TERMINATION ON NOTICE

- (a) Either Council or the Contractor may terminate this Agreement without cause at any time by giving four (4) weeks' written notice of termination or by making a payment of the amount of four (4) weeks' Contract Fee, calculated by reference to the average Contract Fee paid to the Contractor between the Commencement Date and the Expiry Date.

- (b) In the event of termination by Council, Council may elect, at its discretion, to continue the Contractor's engagement under this Agreement for all or part of the notice period or make a payment or part payment of the Contract Fee in lieu of notice. Council may also direct the Contractor not to perform the Services for the duration of the notice period.

25. TERMINATION ON DEFAULT

- (a) Council may immediately terminate this Agreement by written notice to the Contractor, if at any time:
 - (i) the Contractor's performance is not in accordance with some or all of the Key Performance Indicators;
 - (ii) the Contractor, or any member of its Staff, commits a serious or persistent breach of any provision of this Agreement, which, in Council's reasonable opinion, is incapable of being remedied to Council's reasonable satisfaction;
 - (iii) the Contractor fails to remedy, to Council's reasonable satisfaction, a breach of any provision of this Agreement within the time specified in a notice given to the Contractor by Council, requiring the Contractor to remedy the identified breach ("**Breach Notice**"). The Breach Notice must identify the breach and specify the timeframe in which the breach is to be remedied (which must not be less than five (5) days from the day the Breach Notice is given);
 - (iv) the Contractor becomes, or in the reasonable opinion of Council is in jeopardy of becoming, subject to any form of insolvency administration;
 - (v) the Contractor, or any member of its Staff, engages in any behaviour that may be treated as serious misconduct under any Council Code of Conduct; or
 - (vi) the Contractor, if a natural person, dies or becomes incapacitated by illness or injury such that the Contractor, in Council's reasonable opinion, is incapable of performing its obligations under this Agreement.

26. TERMINATION ON EXPIRY DATE

This Agreement will automatically come to an end on the Expiry Date.

27. RETURN OF PROPERTY

- (a) Upon expiry or termination of this Agreement for any reason, or at any other time at Council's request, the Contractor must immediately return to Council the following items in their possession or control:
 - (i) all Confidential Information of Council; and
 - (ii) all property belonging to Council, including equipment and unused consumables, and the originals of all photographs, documentation, information and data collected during, or associated with, the provision of the Services.
- (b) If any property belonging to Council has not been returned by the Expiry Date, or is not returned in the condition the property was in when it was first provided to the Contractor, Council may recover the cost of repairing or replacing the property,

including replacing the property with equivalent property, and any damages associated with such repair or replacement, from the Contractor as a liquidated debt.

- (c) For the avoidance of doubt, Council is in no way responsible for replacing any equipment or resources that the Contractor borrows from any person or organisation in order to perform the Services, and which the Contractor or its Staff subsequently misplaces, damages or destroys.

28. END OF AGREEMENT

- (a) Upon expiry or termination of this Agreement, the Contractor:
 - (i) must ensure the Land, and any facilities located on the Land including any facilities that form part of the Landfill, is left in same condition as at the Commencement Date, fair wear and tear excepted.
 - (ii) must remove any property belonging to the Contractor from the Land, and make good any damage caused by such removal.
- (b) If Council is required to undertake any repair or maintenance work to the Land because the Contractor has failed to comply with the preceding subclause, the cost of such work shall be recoverable from the Contractor as a liquidated debt.
- (c) If the Contractor leaves any of its property on the Land after the Expiry Date, then:
 - (i) Council, in its absolute discretion, can elect to keep the property or dispose of the property;
 - (ii) if Council elects to keep the property, the property shall be taken to be the property of Council, and Council shall have no liability to pay compensation to the Contractor;
 - (iii) if Council elects to dispose of the property, then it may do so without notice to the Contractor, and any cost associated with such disposal shall be recoverable from the Contractor by Council as a liquidated debt.

GENERAL PROVISIONS

29. PERSONAL PROPERTY SECURITIES

- (a) Notwithstanding anything to the contrary express or implied in this Agreement, the parties agree that the Council retains full title to the Council Assets and title will not at any time pass to the Contractor notwithstanding:
 - (i) the delivery or collection of the Council Assets to/by the Contractor (as the case may be); and/or
 - (ii) the possession and use of the Council Assets by the Contractor.
- (b) The Contractor acknowledges that the Contractor has the right to possess the Council Assets as a mere bailee only and will deal with the Council Assets in such a manner which enables it to be clearly identified as Council Assets belonging to the Council and does not have any right to pledge the Council's credit in connection with the Council Assets and agrees not to do so.

- (c) The Contractor acknowledges and agrees that:
- (i) it will not agree, attempt, offer or purport to sell, assign, sub-let, lend, pledge, mortgage, let, hire or otherwise part or attempt to part with personal possession of or otherwise deal with the Council Assets without the express written consent of the Council;
 - (ii) it will, if requested by the Council, return the Council Assets to the Council following non-fulfilment of any obligation of the Contractor (including payment of moneys) without limiting any other right the Council may have;
 - (iii) it will deliver up the Council Assets at the end of the Term and give the Council or its agents or authorised representatives the right to enter any premises occupied by the Contractor and any premises where the Council believes any Council Assets may be stored (without liability for trespass or any resulting damage) and to use the name of the Contractor and to act on its behalf, if necessary, to recover possession of the Council Assets and agrees to indemnify the Council and its agents and/or authorised representatives from any damage, injury and/or loss arising from such recovery or attempted recovery of the Council Assets from the Contractor's possession or control;
 - (iv) it holds the proceeds, book debts and accounts receivable arising from selling or hiring of the Council Assets on trust for and as agent for the Council immediately when they are receivable or are received; and
 - (v) the Council may recover as a debt due and immediately payable by the Contractor all amounts owing by the Contractor to the Council in any respect even though title to the Council Assets has not passed to the Contractor.
- (d) The Contractor acknowledges and agrees that notwithstanding any other provision of this Agreement:
- (i) the PPSA applies to any provision of the Council Assets by the Council to the Contractor;
 - (ii) the Council Assets are commercial property;
 - (iii) by agreeing to and/or accepting or adopting this Agreement the Contractor grants a purchase money security interest to the Council in the Council Assets to secure the Council's interest in the Council Assets and all moneys owing or payable by the Contractor under this Agreement and any other moneys payable by the Contractor to the Council from time to time on any account whatsoever;
 - (iv) if a purchase money security interest is not able to be claimed on the Council Assets by the Council for any reason, the Council will have a security interest in the Council Assets;
 - (v) the Contractor agrees that the Council's security interest in the Council Assets covered by this Agreement may be registered on the Register and the Contractor agrees to do all things necessary and required by the Council to effect registration of the Council's security interest on the Register in order to give the Council's security interest the best priority possible and anything else the Council requests the Contractor to do in connection with the PPSA without delay;

- (vi) the Contractor warrants that all information provided by the Contractor to Council, including but not limited to the Contractor's details, including the entity, name, ACN or ABN and address set out in this Agreement is correct in all respects and must not change its name, address or other details set out in this Agreement without providing Council with at least 20 business days prior written notice;
- (vii) the Contractor unconditionally and irrevocably appoints Council as its attorney to do any of the acts and matters set out in this clause headed 'Personal Property Securities' in the event that the Contractor fails, delays or declines to execute such documents or do such acts;
- (viii) the Contractor agrees that it will not grant a security interest or other encumbrance in the Council Assets whether under the PPSA or any other law to a third party unless it has obtained the prior written consent of the Council, which the Council may refuse to provide or grant in its absolute and unfettered discretion. Council may request and the Contractor must provide any information that Council requires, acting reasonably, in order to fully consider whether to grant its consent;
- (ix) Council's security interest in the Council Assets extends to any proceeds, in all present and after acquired property including without limitation book debts and accounts receivable arising from the Contractor dealing with the Council Assets;
- (x) it has received value as at the date of first delivery of the Council Assets and has not agreed to postpone the time for attachment of the security interest granted to Council under this Agreement;
- (xi) the Council Assets are located in Australia at the date of the provision of the Council Assets and the Contractor warrants that the Council Assets will remain located in Australia for the Term of the Agreement;
- (xii) neither the Council or the Contractor will disclose any information to any interested person unless required to do so under the PPSA;
- (xiii) the Contractor waives its right under the PPSA:
 - (A) to receive a copy of any verification statement, financing change statement, or any notice that the Council intends to sell the Council Assets or to retain the Council Assets on enforcement of the security interest granted to the Council under this Agreement or any other notice under the PPSA unless the notice is required to be given by the PPSA and cannot be contracted out of;
 - (B) to object to a proposal by the Council to dispose of or purchase or retain the Council Assets in satisfaction of any obligation owed by the Contractor to Council;
 - (C) to receive a statement of account following the sale of the Council Assets; and
 - (D) to redeem the Council Assets;

- (xvi) the Contractor will not give (or allow any person to give) to the Council a written demand requiring the Council to register a financing change statement under the PPSA or enter into (or allow any other person to enter into) the Register a financing change statement under the PPSA; and
- (xvii) a default by the Contractor under any other security agreement of and under which a security interest has granted to any other party in respect of the Council Assets and/or any default under such security agreement which results in an exercise of rights under the PPSA is deemed to be a breach of this Agreement.
- (e) The parties agree that the Council is not required to respond to a request made under Section 275 of the PPSA and that neither party will disclose information of the kind set out in Section 275(1) of the PPSA.
- (f) **Further Supplies**

The parties acknowledge and agree that any provision of any additional Council Assets made by the Council to the Contractor during the Term which is not specifically set out in this Agreement is deemed to form part of this Agreement and is subject to the terms of this Agreement.
- (g) **Enforcement**
 - (i) The enforcement provisions contained in this Agreement are in addition to any rights available to the Council under the PPSA and apply to the maximum extent permitted by law.
 - (ii) Without limitation to clause subclause (i) and any other provision of this Agreement section 125, 129(2), 142 and 143 of the PPSA are contracted out of.
- (h) **Interpretation**

A term used in this clause is taken to have the meaning defined under the PPSA.

30. THIRD PARTY DISPUTE RESOLUTION

- (a) In the event of any dispute between the Contractor and a third party that in any way relates to a provision of this Agreement, or generally relates to the Contractor's operation of the Landfill, the Contractor must, as soon as practicable after becoming aware of the dispute, advise the Council of the existence of the dispute and attempt to resolve the dispute with the relevant third party.
- (b) The Council Contact may, in their discretion assist the Contractor to resolve the dispute, and when agreed, that determination shall be binding on the Contractor. Nothing in this clause places an obligation on Council to assist in the resolution of a dispute or to make a determination about a dispute.
- (c) The Contractor acknowledges and agrees that where the Council, acting reasonably, as a result of the request for assistance considers that an amendment to this Agreement is required in order to determine the dispute, and to avoid similar disputes from occurring, the Council may give notice to the Contractor of an amendment to this Agreement ("**an Amendment Notice**"), and the amendment to the Agreement

identified in the Amendment Notice shall come into effect on and from the date of the Amendment Notice.

31. HOLDING OVER

- (a) If the Contractor remains in occupation of the Land after the expiration of the Term with the consent of Council, then this Agreement continues on the same terms and conditions.
- (b) If this Agreement continues pursuant to the preceding subclause, then either party shall be entitled to terminate this Agreement without cause upon providing one month's written notice to the other party.

32. NO SET OFF BY CONTRACTOR

The Contractor must make payments under this Agreement to Council by the method which Council reasonably requires without set-off, counterclaim, withholding or deduction.

33. INTELLECTUAL PROPERTY AND CONFIDENTIAL INFORMATION

- (a) The Contractor warrants to Council that it has not infringed any Intellectual Property Rights of a third party in connection with this Contract or generally in the delivery of the Services.
- (b) The Contractor agrees to maintain the confidence of any Confidential Information and to prevent its unauthorised disclosure to or use by any other person.

34. NATURE OF RELATIONSHIP

- (a) The Contractor is engaged by Council as an independent contractor.
- (b) The Contractor and its personnel are not employees, servants, agents or partners of Council, are not authorised to bind Council in any way and must not represent, imply or hold out to any third party to the contrary.
- (c) Subject to the terms of this Agreement, the parties acknowledge that the Contractor is solely responsible for controlling the manner in which the Contractor and its personnel deliver the Services.
- (d) The Contractor is solely responsible for and must solely bear:
 - (i) the cost of payment to the Contractor's personnel, of remuneration benefits;
 - (ii) the payment of taxes and duties in respect of such remuneration and benefit; and
 - (iii) compliance with, and costs of compliance with requirements of law with respect to the Contractor's employees or age.

35. ASSIGNMENT

- (a) The Contractor may not assign, sell, subcontract or otherwise transfer its rights, interests and obligations under this Agreement without the prior written consent of Council, which may be given, withheld or given subject to conditions, in Council's absolute discretion.

- (b) Where the Contractor is a corporation, an assignment, sale, subcontract or other transfer of rights will include any arrangement whereby the controlling shareholders of the Contractor as at the Commencement Date are changed.

36. GENERAL PROVISIONS

(a) Notices

- (i) Any notice to or by a party under this Agreement must be in writing and signed by the sender or, if a corporate party, an authorised officer of the sender.
- (ii) Any notice may be served by delivery in person or by post or transmission by email to the address of the recipient specified in the Reference Schedule.
- (iii) If a party's addresses for notices change from what is specified in the Reference Schedule, that party must advise the other party of the address change as soon as practicable, and the newly notified address shall be the party's address for notices.
- (iv) Notice is effective for the purposes of this Agreement:
 - (A) if delivered by hand to the recipient's street address:
 - (1) if delivered before 5.00pm on a business day: immediately upon delivery;
 - (2) if delivered after 5.00pm on a business day, or if delivered on a day that is not a business day: 8.30am the following business day;
 - (B) if delivered by post to the recipient's postal address:
 - (1) if the notice was posted before 5.00pm on a business day: three business days after the date the notice was posted;
 - (2) if the notice was posted after 5.00pm on a business day, or if posted on a day that is not a business day: three business days after the next business day;
 - (C) if transmitted by email to the recipient's email address:
 - (1) if transmitted before 5.00pm on a business day: immediately upon transmission, unless the sender receives a notification of failed transmission immediately following transmission;
 - (2) if transmitted after 5.00pm on a business day, or if transmitted on a day that is not a business day: at 8.30am on the next business day.

(b) Costs

Each party will bear their own costs associated with the negotiation, preparation and execution of this Agreement.

(c) Binding on successors

This Agreement shall be for the benefit of and binding upon the parties and their heirs, executors, successors and permitted assigns.

(d) **Time of the essence**

Time is in all cases and in every respect of the essence of this Agreement.

(e) **Further assurances**

The parties must execute and deliver all documents and must do all things as are necessary for the complete performance of their respective obligations under this Agreement.

(f) **Contra proferentem**

The *contra proferentem* rule and other rules of construction will not apply to disadvantage a party whether that party put the clause forward, was responsible for drafting all or part of it or would otherwise benefit from it.

(g) **Entire understanding**

- (i) This document contains the entire understanding and agreement between the parties as to the subject matter of this document.
- (ii) All previous negotiations, understandings, representations, warranties, memoranda or commitments about the subject matter of this document are merged in this document and are of no further effect.
- (iii) No oral explanation or information provided by a party to another affects the meaning or interpretation of this document or constitutes any collateral agreement, warranty or understanding.

(h) **Severance**

If a provision of this Agreement is void or unenforceable it must be severed from this Agreement and the provisions that are not void or unenforceable are unaffected by the severance.

(i) **Counterparts**

This Agreement may be executed in any number of counterparts and when executed communication of the fact of execution to the other parties may be made by sending evidence of execution by email.

SCHEDULE 1

KEY PERFORMANCE INDICATORS

1. The Landfill is operational and accessible to the public during the Minimum Opening Hours set by Council.
2. The Users and use of the Landfill is monitored appropriately to ensure the correct disposal of Waste for the safety of all Users and compliance with all Statutory Requirements.
3. The Contractor demonstrates sound knowledge of and adheres to Council's policies, requirements and Statutory Requirements, and any reasonable direction of Council, its authorised officers and the Council Contact.
4. The Waste that is left at the Landfill is placed in the correct Separate Designated Waste Area.
5. The waste that is left at the Landfill is not removed except by the Contractor (scavenging rights), relevant collection agencies (e.g. for chemical or oil collection), or by particular staff of Council who are making a collection for work purposes (e.g. collecting green waste to use as garden mulch).
6. The Landfill is appropriately maintained. For example, and without limitation, the boundary fence is checked regularly; grass is whipper snipped and mowed as appropriate; wind-blown rubbish is collected and placed in the Landfill; the Scavenger Shed is kept neat and tidy; the Storage Area is kept neat and tidy as reasonable and is safely accessible.
7. Prompt, courteous and professional liaison with Council Contact and with all Users of the Landfill and other persons/agencies (e.g. Council staff, Council contractors, chemical collection agencies etc).
8. User complaints are resolved as appropriate and recorded and reported to Council promptly.
9. Effective, timely and accurate completion and maintenance of documentation and information (including statistics and invoices) by the Contractor and prompt production to Council of documentation and information upon request.

SCHEDULE 2

WEIGHT MATRIX

Vehicle Type	Waste type or other material	GVM or GCM (t)								
		≤4.5	> 4.5 ≥ 10.0	>10.0 ≤ 16.0	>16.0 ≤ 23.5	>23.5 ≤ 28.0	>28.0 ≤ 40.0	>40.00 ≤ 43.5	>43.5 ≤ 51.0	>51.0
Articulated motor vehicle	Any type or mixture of waste or other material		1t	3t	8t	12t	21t	24.7t	30.5t	41t
Car	Any type or mixture of waste	0.05t								
Car towing a trailer	Any type or mixture of waste	0.25t								
Compactor truck	Any type or mixture of waste or other material		1t	2.25t	5.25t	9.5t	13.25t			
Light commercial vehicle	Any of the following: (a) MSW (b) C&I (c) any mixture of only MSW and C&I (d) other material	0.75t								
Light commercial vehicle	C&D or any mixture of waste that includes C&D	1.25t								
	Any of the following: (a) MSW									
Rigid Truck	(b) C&I (c) any mixture of only MSW and C&I (d) other material		1.75t	3.25t	5t	8.75t	12.5t			
Rigid Truck	C&D or any mixture of waste that includes C&D		3.75t	7t	11t	13.75t	19.75t			
Rigid truck towing a trailer	Any type or mixture of waste or other material		1t	3t	8t	12t	21t	24.75t	30.5t	41t
Van or Ute	Any type or mixture of waste	0.2t								
Van or Ute towing a trailer	Any type or mixture of waste	0.4t								

EXECUTED AS AN AGREEMENT

SIGNED for and on behalf of **FLINDERS SHIRE**)
COUNCIL by its authorised representative:)

Signature

Signature of Witness

Print Name

Date

SIGNED by **[INSERT]** in the presence of:)

Signature

Signature of Witness

Print Name

Signature

Date

SIGNED by **[INSERT]** in the presence of:)

Signature

Signature of Witness

Print Name

Signature

Date