



Request for Tender

RFT-02/2026 MANAGEMENT OF THE BROOKTON LANDFILL FACILITY

Request for Tender (RFT)	Management of The Brookton Landfill Facility
Issue date:	Monday 5th October 2026
Clarification Deadline:	Friday 23rd October 2026
Submission Deadline:	2:00pm, Monday 2nd November 2026
Address for Delivery:	14 White Street Brookton WA 6306 tenders@brookton.wa.gov.au

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1 Conditions of Tendering

1.1 Definitions

Below is a summary of some of the important defined terms used in this Request and not necessarily defined in the Conditions of Contract:

Addendum:	Additional information of clarification of information relating to the Request for Tender, provided by the Shire after the initial advertising date.
Assessment Criteria:	This is a set of assessment criteria. Refer to Section 5.3 SELECTION CRITERIA.
Canvassing:	Means directly or indirectly, discussing a Tender with any Councillor, or communicating with an employee of the Shire at any time in an attempt, in the Principal's opinion, to influence the decision making process in the award of that Tender. The Tender of any Respondent involved in canvassing activity will be rejected.
Clarification Deadline:	The date and time by which suppliers seeking clarification on the Specification must ask their queries. Clarifications sought after the Clarification Deadline will not be responded to by the Shire.
Collusive Tendering:	Means the participation in or condoning of collusive activity by a Respondent including but not limited to: • Any agreement as to who should be the successful Respondent; • Any meeting of Respondents to discuss their Tenders prior to submission to Council, unless Council is present at that meeting(s); • Any exchange of information between Respondents about their Tenders; • Any agreement for the payment of money or a reward or benefit for unsuccessful Respondents by the successful Respondent; • Any agreement or collaboration of Respondents to fix prices, rates of payment of industry association fees or conditions of contract; • The submission of a "cover Tender", being a Tender submitted as genuine but which has been deliberately priced not to win the contract.
Commissioning	The process of assuring that all systems and components of the buildings and plant are designed, installed, tested, operated, and fit for purpose according to the operational requirements of the Shire.
Conflict of Interest	A conflict of interest can be pecuniary (involving financial gain or loss) or non-pecuniary (based on animosity, friendship or family connection). A conflict of interest can also arise from avoiding personal losses as well as gaining personal advantage, financial or otherwise. Conflicts of interest can be actual, perceived, or potential.

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Contract:		A legally binding agreement resulting from acceptance of an offer by the Shire, including such modifications that may have been agreed by the Shire and the Respondent before that acceptance.
Contractor:		Means the person or persons, corporation or corporations whose Tender is accepted by the Principal, and includes the executors or administrators, successors and assigns of such person or persons, corporation or corporations.
Evaluation Panel:		Means the person or persons appointed by the Shire to undertake the evaluation of the Respondent's Offers.
General Conditions of Contract:		Means the Minor Works Contract and its Annexures.
Non-Conforming Tender:		A Tender that is not lodged prior to the Submission Deadline, or a Tender that does not contain all the information and documents required by the Request for Tender.
Offer Response OR Submission OR Tender:	OR OR	An offer to supply the Requirements and includes prices, bids, Tenders and consultant proposals and means the lodgement of a Tender containing all requested information and accompanying documentation.
Principal OR Shire:		The Shire of Brookton or the Shire of Brookton's authorised representative as appropriate according to context.
Regional Business:		Is a business (Respondent) which has been operating continuously out of a premise in the Shire for at least six (6) months prior to the closing date of Tenders.
Regional Content:		Applies to non-Regional Businesses and is the value of goods or services purchased within the Shire locality.
Regional Price/Content Preference:		Is a price assessment discount that is applied to Regional Businesses / Regional Content at the time of Tender evaluation.
Request OR RFT:		This document, the Request for Tender.
Special Conditions of Contract:	of	Provisions of a Contract that are peculiar to the project under consideration and do not fall under the general conditions or supplementary conditions.
Specification		The statement outlining the details of the performance (supply of goods and/or services) under a contract, and may include technical references, drawings, or a consultant's brief.
Subcontractor		Means a Subcontractor contracted to the Contractor to provide goods or services to the Contractor for the latter to perform the Contract.
Submission Deadline:		The deadline for lodgement of your Tender.

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Respondent:	Someone who has or intends to submit a Tender to the Principal.
The Works:	Means the whole of the works to be carried out and completed in accordance with the Contract including variations.
Works Under Contract (WUC):	Means the work which the Contractor is or may be required to carry out and complete under the Contract and includes variations and remedial work.
Validity Period:	A period of time for which an offer will remain open for consideration and acceptance by the Shire.
Value for Money	The Shire will identify a preferred Contractor by determining relative value for money comprising 50% qualitative and 50% quantitative (price) evaluation criteria weighting. The preferred Contractor may not necessarily be the lowest price offer.

1.2 Tender Documents

This Request for Tender is comprised of the following parts:

- Part 1 – Principal's Request (read and keep this part);
- Part 2 – Conditions of Responding (read and keep this part);
- Part 3 – Scope of Requirements (read and keep this part);
- Part 4 – Conditions of Contract (read and keep this part);
- Part 5 – Respondent's Offer;

Separate Documents

- a) Addenda and any other special correspondence issued to Tenderers by the Principal.
- b) Any other policy or document referred to but not attached to the Request.

1.3 How to Prepare Your Tender

- a) Carefully read all parts of this document.
- b) Ensure you understand the Requirements.
- c) Complete and return the Offer (Part 3) in all respects and include all Attachments.
- d) Make sure you have signed the Offer form and responded to all the Selection Criteria; and
- e) Lodge your Tender before the Deadline.
- f) Do not alter any response documents.
- g) Use tenders@brookton.wa.gov.au for submitting tender documents.

1.4 Contact Persons

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

Name:	<i>Kevin D'Alton</i>
Telephone:	<i>08 9642 1106</i>
Email:	<i>Kevin.dalton@brookton.wa.gov.au</i>

1.5 Clarification Deadline

Clarifications to this Request for Tender (RFT) shall be received up to the time nominated on page 2 of this request.

1.6 Mandatory Tender Briefing/Site Inspection

A mandatory tender briefing **WILL NOT BE HELD** by the Principal.

1.7 Respondents to inform themselves

Respondents will be deemed to have:

- a) Examined the Request and any other information available in writing to Respondents for the purpose of Tendering;
- b) Examined all further information relevant to the risks, contingencies, and other circumstances having an effect on their Tender which is obtainable by the making of reasonable enquires;
- c) Satisfied themselves as to the correctness and sufficiency of their Tenders including quoted prices which will be deemed to cover the cost of complying with all the Conditions of Tendering and Conditions of Contract and of all matters and things necessary for the due and proper performance and completion of the work described therein;
- d) Acknowledged that the Principal may enter into negotiations with a chosen Respondent and that negotiations are to be carried out in good faith;
- e) Satisfied themselves that they have a full set of the Request documents and all relevant attachments; and
- f) Satisfied themselves that they understand the requirements as per part 3 "*Specification*" of this document.

1.8 Form of Tender

In preparing a Submission, Respondents are to consult Part 5 to ensure all required components are included with the Submission.

1.9 Alternative Tenders

No tenders may be submitted as Alternative Tenders or made subject to conditions other than the Conditions of Contract.

1.10 Lodgement of Tenders

The Local Government (Functions and General) Regulations 1996 state that "A tender is required to be rejected unless it is submitted at a place, and within the time, specified in the invitation for tenders". In this regard the "place" shall be the Shire Brookton's tenders@brookton.wa.gov.au as titled on Page 2 of this Request and the "time" shall be before the Submission Deadline nominated in this Request for Tender, also on Page 2 of this Request.

Only those Tenders that are submitted to tenders@brookton.wa.gov.au at the time of closing will be assured of being regarded as being "submitted at a place, and within the time, specified".

The Principal will not be responsible for tenders which are not received in the electronic tender box by the closing date and time.

1.11 Submission Deadline

Submissions must be received in the tenders@brookton.wa.gov.au inbox by no later than the time nominated on page 2 of this Request.

1.12 Costs of Tendering

The Principal will not be liable for payment to the Respondent for any costs, losses or expenses incurred by the Respondent in preparing their Tender or for providing additional information or Clarification during the evaluation of the Submission.

1.13 Tender Opening

All Respondents and members of the public may attend or be represented at the opening of Tenders.

Tenders will be opened electronically in the Principal's offices, following the advertised Submission Deadline.

The names of the Respondents who submitted a Tender by the Submission Deadline will be read out at the Tender opening. No discussions will be entered into between Respondents and the Principal's officers present or otherwise, concerning the Tenders submitted.

The Tender opening will be held immediately after the closing time of Tenders, at the Shire of Brookton's administration office, 14 White Street, Brookton.

1.14 Price Basis

Unless otherwise agreed by the Principal, all prices for goods/services offered by the Respondent or prescribed by the Principal in the Tender shall be fixed for the term of any resultant Contract.

Tendered prices must be exclusive of Goods and Services Tax (GST).

Unless otherwise indicated, prices outlined in the Submission shall include all overheads, including but not limited to, disbursements, allowances, printing, delivery, transport, training, equipment and all applicable fees, levies, duties, taxes and charges.

Any charge not stated in the Submission, as being additional will not be allowed as a charge for any transaction under any resultant Contract.

1.15 Rejection of Tenders

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

- a) It is not submitted before the deadline;
- b) It is not submitted at the place specified in the request.

A Tender may be rejected if it fails to comply with any other requirements of the Request.

1.16 Selection Criteria

The Tendered prices will be assessed against qualitative and compliance criteria to determine the most advantageous outcome to the Principal. The extent to which a Tender demonstrates greater satisfaction of each of these criteria will result in a greater score. The aggregate score of each Tender will be used as one of the factors in the final overall assessment of value for money.

1.17 Compliance Criteria

These criteria are detailed within Part 5 of this document and will not be point scored. Each Tender will be assessed on a **Yes/No** basis as to whether the criterion is satisfactorily met.

An assessment of “**No**” against any criterion may eliminate the Tender from further consideration.

1.18 Qualitative Criteria

In determining the most advantageous Tender, the Evaluation Panel will score each Respondent's Offer against the qualitative criteria as detailed within Part 5 of this document. Each criterion will be weighted to indicate the relative degree of importance that the Principal places on that aspect of the goods or services being purchased.

NOTE: It is essential that Respondents address each qualitative criterion and provide suitable evidence to satisfactorily address each criterion.

Information that is provided addressing each qualitative criterion will be point scored by the Evaluation Panel.

Failure to provide the specified information may result in elimination from the Tender evaluation process or may result in a low score.

The Principal may use any additional information available to it in its assessment of Offers.

Before responding to the selection criteria, Tenderers must note that:

- a) All information relevant to the response to each criterion is to be contained within your Tender;
- b) Tenderers are to assume that the Evaluation Panel has no previous knowledge of the Tenderer, its activities or experience; Tenderers are to provide full details for any claims, statements or examples used to address each criterion; and
- c) Tenderers are to address each issue outlined within a qualitative criterion.

1.19 Evaluation Process

Tenders will be evaluated using information provided in the Tender and using other information or experience regarding the Respondent of which the Principal may be aware.

1.19.1 Step 1 – Compliance Criteria

The Evaluation Panel will assess Tenders for compliance with the requirements of the Conditions of Tender and all Contract requirements, including requirements included in this RFT, those detailed in the Specifications and in any Design drawings.

These criteria are detailed within Section 5 (Respondent's Offer) of this document and will not be point scored. Each Tender will be assessed on a **Yes/No** basis as to whether the criterion is satisfactorily met. An assessment of **No** (meaning non-conforming) against any criterion may, at the Principal's absolute discretion, eliminate the Tender from further consideration.

1.19.2 Step 2 – Qualitative Criteria

Qualitative Criteria will be assessed using a point scoring system with a score being awarded for each area of part of each criterion.

Submissions will be assessed substantially using information and evidence provided within the Submission. The score will be weighted as detailed within Section 5 of this document.

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Scoring of the Non- Priced component will take into account those aspects of the Tender that do not readily translate into absolute dollar values but provide a measure of the Respondent's capacity to satisfactorily provide the requirements of the Tender.

Each criterion is weighted to reflect its relative importance. Weighted scores are then summed to yield a total score.

1.19.3 Step 4 – Priced Attribute

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

1.19.4 Tender Evaluation Clarification Period

The Principal as part of the tender evaluation process may seek clarifications from Respondents on details of its tender submission. All clarification correspondence relevant to the successful Respondent will form part of the final contract.

1.19.5 Risk Assessment

The Principal may have access to and give consideration to:

- a) Any risk assessment undertaken by any credit rating agency;
- b) Any information produced by a Bank, financial institution, or accountant of a Respondent;
- c) Any litigation history available to the Principal;
- d) Reference to documented evidence information held by the Principal relating to the Respondent's past performance;
- e) Performance references supplied by the Respondent; and
- f) Any other information that the Principal may have available to it.

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

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

The Principal may consider information obtained as part of its risk assessment process prior to making a recommendation for award of tender. A Respondent, who at the Principal's discretion, is considered to pose an unacceptable risk will not be recommended for award of tender.

1.19.6 Step 5 – Value for Money

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

- a) the qualitative ranking of each Respondent;
- b) the pricing submitted by each Respondent;
- c) a risk assessment;
- d) the Principal's budget

Once Tenders have been ranked, the evaluation panel will make a value judgement as to the cost affordability, qualitative ranking and risk of each Tender in order to determine the Tender which is most advantageous to the Principal, for recommendation for award of Tender. This means that, although price is considered, the Tender containing the lowest price will not necessarily be accepted, nor will the Tender ranked the highest on the qualitative criteria.

1.20 Acceptance of Tenders

The Principal is not bound to accept the lowest price offered and may reject any or all Tenders submitted.

The Principal will not accept a tender for part of the Requirements.

1.21 Notification Of Acceptance

A Tender shall be deemed to be accepted when a notice in writing of such acceptance is emailed to the Respondent.

Unless and until a Formal Agreement is prepared and executed, the Tender including the Tender documents, together with Principal's written acceptance thereof shall constitute the Contract between the Principal and the Respondent (referred to in the Contract as the Contractor).

1.22 Execution Of Formal Instrument Of Agreement

After acceptance of a Tender, the successful Respondent shall execute the Contract within 7 days of receiving it from the Principal.

1.23 Tender Validity Period

All Tenders will remain valid and open for acceptance for a minimum period of ninety (90) days from the Submission Deadline unless extended by mutual agreement between the Principal and the Respondent in writing.

1.24 Disclosure Of Contract Information

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

All Respondents will be given particulars of the successful Respondent(s) or advice that no Tender was accepted.

1.25 Precedence Of Documents

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

1.26 Ownership Of Tenders

All documents, materials, articles and information submitted by the Respondent as part of or in support of a Tender will become upon submission the absolute property of the Principal and will not be returned to the Respondent at the conclusion of the Tender process provided that the

Respondent be entitled to retain copyright and other intellectual property rights therein, unless otherwise provided by the Contract.

1.27 Canvassing Of Officials

A Tender will be rejected without consideration if the Principal is reasonably satisfied that the Respondent canvassed any Councillor or Shire officer. This does not include a bona fide demonstration of machinery, equipment or thing connected with the Tender.

1.28 Identity Of The Respondent

The identity of the Respondent and the Contractor is fundamental to the Principal. The Respondent will be the person, persons, corporation or corporations named as the Respondent in Part 5 and whose execution appears on the Offer Form in Section 5.1 of this Request. Upon acceptance of the Tender, the Respondent will become the Contractor.

1.29 Evidence Of Respondent's Registration

It is a statutory requirement of the State of Western Australia that a Contractor or Subcontractor be registered or licenced to carry out the Requirements as described in the Tender documents, Part 5.2.6 Evidence of Respondent's Registration shall be completed as applicable.

1.30 Subcontractors

The Respondent shall provide the details of any Subcontractors to be engaged for the Principal's approval.

1.31 In-House Tenders

The Principal does intend to submit an in-house Tender.

1.32 Land Tenure

N/A

2 Scope of Requirements

2.1 Introduction

An invitation is extended to submit a written tender for the following:

The Shire of Brookton is seeking submissions from suitably experienced organisations for the provision of Landfill Site Management service based on a five (5) year performance contract, with the option to extend for a further five (5) year period at the discretion of Council.

Quotations must be in accordance with the Specification, Scope of Works and Criteria. Please ensure your written Quotation is lodged prior to the Closing Time and date, being

XXXXXXXXXXXX

Other parameters are included as part of the evaluation process, please see section 5 for further details.

2.2 Submission Response

The following checklist has been provided to assist you with your submission. Where it is necessary to provide additional information, please ensure that all documents are clearly marked with the relevant Attachment title to assist the evaluation panel with their assessment.

ORGANISATIONAL PROFILE		
Attach a copy of your organisation structure and provide background information on your company and label it "Organisation Structure".	"Organisation Structure"	Tick if attached ☐
If companies are involved, attach their current ASC company extracts search including latest annual return and label it "ASC Company Extracts".	"ASC Company Extracts"	Tick if attached ☐
REFEREES		
Attach details of your referees and label it "Referees". You should give examples of work provided for your referees where possible.	"Referees"	Tick if attached ☐
AGENTS		
Are you acting as an agent for another party?	Yes / No	
If Yes, attach details (including name and address) of your principal and label it "Agents".	"Agents"	Tick if attached ☐
TRUSTS		
Are you acting as a trustee of a trust?	Yes / No	
If Yes, in an attachment labelled "Trusts": give the name of the trust and include a copy of the trust deed (and any related documents); and if there is no trust deed, provide the names and addresses of beneficiaries.	"Trusts"	Tick if attached ☐
SUBCONTRACTORS		
Do you intend to subcontract any of the Requirements?	Yes / No	
If Yes, in an attachment labelled "Subcontractors" provide details of the subcontractor(s) including:	"Subcontractors"	Tick if attached ☐

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the name, address and the number of people employed; and the Requirements that will be subcontracted.				
CONFLICTS OF INTEREST				
Will any conflict of interest in the performance of your obligations exist if you are awarded the Contract, or are any such conflicts of interest likely to arise during the Contract?	Yes / No			
FINANCIAL POSITION				
Are you presently able to pay all your debts in full as and when they fall due?	Yes / No			
Are you currently engaged in litigation as a result of which you may be liable for \$50,000 or more?	Yes / No			
If you are awarded the Contract, will you be able to fulfil the Requirements from your own resources or from resources readily available to you and remain able to pay all of your debts in full as and when they fall due?	Yes / No			
In order to demonstrate your financial ability to undertake this contract, in an attachment labelled "Financial Position" include a profit and loss statement and the latest financial return for you and each of the other proposed contracting entities, together with a list of financial referees from your bank and/or accountant.	"Financial Position"	Tick if attached ☐		
INSURANCE COVERAGE				
The insurance requirements for this Request are stipulated in the Special Conditions. Tenderers are to supply evidence of their insurance coverage in a format as outlined below or in an attachment labelled "Insurance Coverage". A copy of the Certificate of Currency is to be provided to the Principal within fourteen days of acceptance.	"Insurance Coverage"	Tick if attached ☐		
Type	Insurer – Broker	Policy Number	Value (\$)	Expiry Date
Public Liability				
Contractors Risk				
Workers Compensation				
Professional Indemnity				
Volunteer Personal Accident				
Motor Vehicle & Plant Insurance				

3 Specifications

3.1 Introduction

The Shire of Brookton operates a municipal sanitary landfill site on Reserve 24588 (Loc 7857) Brookton Highway – Brookton, with the established facility required to operate in accordance with the Department of Environmental Regulation's (DER) Landfill Licence for this facility.

Accordingly, this contract applies to management of the landfill facility on behalf of and acting as the agent for the Shire of Brookton, to ensure delivery of services to residents and businesses within this municipality in conformity with the DER Landfill Licence conditions.

3.2 Scope of Work

The Contractor shall be responsible for all operations, labour, materials, supervision, administration and all other tasks aligned to the following activities at the Brookton landfill site:

- a) Liaise with the Shire's designated representative, as required, to ensure the requirements of this contract are being met;
- b) Undertake daily rubbish compaction;
- c) Cover all compacted deposited material (other than separately stockpiled green waste) at the end of each operational week with suitable cover material at the required depth of cover as specified in the Shire's Landfill Licence;
- d) Import suitable fill material as necessary (having at least 2 weeks stockpile on hand);
- e) Provision of landfill site attendants to:
 - i. segregate wastes as required,
 - ii. direct all vehicles to the correct tipping locations,
 - iii. refuse entry to or the dumping of any materials designated from time to time by the Shire as unacceptable materials, as defined in the Shire's Landfill Licence and/or displayed on signs within the facility;
 - iv. identify and report matters that present an occupational, safety, health or environmental risk.
- f) Collect windblown litter from the site boundaries once a month and deposit the collected rubbish back in the landfill cell;
- g) Effect vermin and fly control;
- h) Establish and maintain the resource recovery area at the site;
- i) Separate wastes for recycling and deposit in resource recovery area, as required;
- j) Assist with the development and implementation of the Shire's landfill documentation, in accordance with the DER Landfill Licence conditions, including:
 - conduct of annual landfill volumetric surveys, such as the Annual Waste Census;
 - monitoring of each landfill cell in relation to holding capacity and projected need for a new cell to be established;
 - preparation and review of the landfill management plan;
 - recording of all incoming rubbish details, including tonnages and cubic metres and provision of monthly summaries to the Shire ;
 - identification and monitoring of impacts (environmental harm, OHS, etc).
- k) Immediately respond to any incidents (such as malicious damage, theft, injury or fire), notify respective authorities and complete and submit an incident report to the Shire;
- l) Assist with the stock piling of green waste in accordance with DER licence conditions and Shire instructions

4 Landfill Operational Requirements

4.1 Attendance

The Contractor shall at its expense engage attendant staff to always be present on site when the landfill facility is open to the public to:

- Check ratepayers' tip passes.
- Direct users with regard to disposal of waste.
- Administer the charging of applicable fees (including completing relevant paperwork) for the disposal of various types waste in accordance with the Shire's Schedule of Fees and Charges applicable to each financial year of operation.

4.2 Opening Times

In relation to opening times for the Landfill Facility the following shall apply:

- a) The site shall be kept open to the public from 9:00 am to 3.00pm on Saturdays and Mondays and 10:00am to 3:00pm on Sunday.
- b) The site shall be closed on Christmas Day, New Year's Day and by default on Good Friday.
- c) Any variations by the Contractor to these times must first be approved in writing by the Shire and advertised at the Contractor's expense in the local Brookton newspaper using the Shire's logo.
- d) The Shire may vary these times but must give the Contractor at least 1 months' notice where the Shire will advertise the variation at its expense.
- e) Where a public holiday falls on a Monday (other than Christmas Day and New Year's Day) the Contractor shall make arrangements for the site to be open and attended by a person engaged by the Contractor.

4.3 Access to site outside of contract hours

The Shire reserves the right to enter the site outside of contract hours for the purpose of depositing Shire generated waste and to allow others to deposit such waste and on such occasions as directed by the Chief Executive Officer (CEO). Such other occasions will be limited to needs of an urgent or special nature and will be supervised by Council staff to ensure appropriate dumping occurs.

4.4 Access to site by authorised persons outside of contract hours

The CEO has authorised the following persons to enter the site outside of contract hours to dispose of the following waste:

- The proprietor of Brookton Quality Meats for the disposal of animal carcasses and animal offal; and
- The proprietor of Brookton Plumbing Services for the disposal of contents of septic tanks, the pump outs from holding tanks or an apparatus for the treatment of sewerage.

4.5 Security and Fencing

The Contractor shall maintain the existing perimeter fences and lockable gate to the present condition, carry out a monthly inspection of the perimeter fence and advise the Shire where repairs are necessary. All gates must be locked outside of opening hours.

4.6 Dust Nuisance and Litter Control

The Contractor shall:

- At all times conduct the landfill operations in a manner so as to minimise nuisance from dust, noise and windblown litter;

Part 4 READ AND KEEP THIS PART

-
- Ensure sufficient fencing is erected around the tipping face to prevent windblown litter from escaping the site, and remove all litter from these fences on a weekly basis.
- Clean up the landfill site on a monthly basis or at such other times as required or directed by the Shire's representative to remove litter that has escaped the boundary perimeter fence.

4.7 Pest and Vermin Control

All waste deposited shall on the day of delivery be sorted and separated, compacted and covered in the manner described in this document to minimise exposure to vermin.

4.8 Fire Protection

Fire protection of the site shall be the Contractor's responsibility, with:

- Burning of sanitary landfill waste under any circumstances being forbidden.
- Burning of stockpiled green waste only permitted in accordance with Department of Environment Licence conditions, as well as conditions contained on an appropriate burning permit obtained from the Shire.

The Contractor shall on the days of operation be responsible for immediately notifying all relevant firefighting authorities and the Shire, should a fire occur on landfill site Reserve 24588 (Loc 7857).

4.9 Earthworks

The following earthworks shall be performed by the Contractor as part of the landfill operations:

- a) The digging of the waste disposal cells. The length of the active tip face for each cell shall be restricted to a maximum of 10 metres to ensure optimum control of dust, pests, litter and odour. The tipping face shall be compacted to a slope not greater than one (1) vertical to three (3) horizontal. At the end of the day's compaction the horizontal face and the top third of the vertical face is to be covered with fill. There shall be only one tipping face operational at one time (in addition to items for segregation). No excavation or rubbish disposal shall be conducted within thirty-five metres of any of the perimeter site boundaries.
- b) The Contractor shall spread and compact the deposited waste in layers not exceeding 500mm. Successive layers shall be built up until each stage has reached a maximum depth of 2 metres before a new level or platform is to be created. The compacted rubbish shall be covered daily, with a minimum of 150mm of fill, immediately prior to the closure of the Site for the Day. If the rubbish is not compacted within 72 hours of being deposited, then Council may arrange to have the rubbish covered and recover the costs thereof from the Contractor.
- c) Burials of Class 4 waste such as offal, carcasses, asbestos, medical waste and others as nominated from time to time by the Shire shall be conducted as a single operation in the minimum amount of time so as to prevent exposure, odours and pests. Asbestos is to be buried in a designated sign posted area, nominated by the Shire's Representative. An asbestos register book is to be kept and maintained by the Contractor and presented to the Shire or DER representative on request.
- d) Final cover shall consist of a minimum of 0.5 metres of sandy loam or finer material. Side batters shall be no steeper than one (1) vertical to three (3) horizontal. Final cover earth works shall be neatly back bladed to ensure no windrows greater than 150mm exist.

4.10 Site Drainage

The Contractor shall maintain existing drainage at the site in a working condition. Stormwater entry to the working section of the site shall be minimised. The Contractor shall also undertake such internal drainage measures as necessary to ensure continued accessibility at all times that the site is open to the public.

4.11 Contractor's Staff

The Contractor shall be responsible and accountable for:

- a) The employment of suitably qualified and competent staff with required licenses and training to use and/or operate all relevant plant/equipment for the operations of the landfill facility as to be performed and observed by the Contractor. Staff qualifications shall be produced within 48 hours at the request of the Shire.
- b) The induction of new staff at work at the landfill facility, including ensuring a full understanding of Occupational Health and Safety responsibilities and procedures.
- c) The honesty, sobriety and good conduct of all persons engaged by the Contractor in or around the site, and shall ensure all staff act in a civil and obliging manner as prescribed by the Shire's Code of Conduct appended to the Landfill Operations Contract and that may be amended from time to time.
- d) The Shire may by writing require the Contractor to remove from the site any employees or contractors the Shire considers unfit to carry out the work, or who for other good and reasonable cause should be removed. On receipt of such notice the Contractor shall remove the said employee from the site forthwith.

4.12 Green Waste

The Contractor shall ensure that the green waste is separately stockpiled from all other types of waste. Prior to entry to the site all green waste is to be checked for rubbish contamination. Any rubbish found is to be removed from the green waste prior to disposal.

4.13 Recycling

The Contractor shall administer a recycling/re-use program to minimum landfill, and in doing so:

- a) Has full salvage rights and is entitled to all revenue collected from the recycling or re-use of waste materials disposed of at the landfill facility.
- b) The Contractor shall maintain the site in a neat and accessible manner. The Contractor may sublet the collection of recyclables. Accurate figures of amounts of recyclables processed must be kept and presented to the Shire as part of the landfill report. All recyclable materials shall be located in a designated recycling area.
- c) Under the direction of the CEO the Contractor shall cooperate with any trials or experiments involving the treatment, processing or recycling of any waste at the landfill site at not cost to Contractor.

4.14 Hazardous Materials

- Contractor shall not store any materials on the site without the written approval of the Shire, including any recyclables and storage of fuel.
- The Contractor shall not permit waste appearing to be toxic or noxious to be deposited Environmental Health Officer.

5 Contract Administration

5.1 Performance Audits

The Shire may audit, or engage a third party to audit, the performance of the Contractor in performing the management responsibilities of the Landfill facility at any time, without notice to the Contractor.

The Contractor shall, where requested, provide assistance to the Shire in performing the compliance audit, without limiting the obligations of the Contractor.

5.2 Payment

The Contractor shall be paid based on:

- A contractual rate per month for the days of operation as prescribed in Section 3.2 of this specification.
- An annual adjustment to the contract rate of a 2 per cent increase or the Perth CPI as calculated at 1 July each year as published by the Western Australian Treasury Department, whichever is the greater.
- Invoicing to be submitted to Shire on a monthly basis that details the days and hours of operation for the previous month.

5.3 Insurances

The Contractor shall maintain and provide to the Shire, on an annual basis, "Certificate of Currency" to the following insurance policies:

- a) Public liability insurance in the sum of at least \$20,000,000 in respect of any one occurrence and for an unlimited number of claims.
- b) Workers Compensation or Personal Accident Insurance cover as required by law (whichever may apply).

5.4 Termination

The Contractor shall do all things necessary and as reasonably requested by the Shire to enable and ensure all contractual obligations are met to a satisfactory standard. However, if the Contractor fails to comply with the obligations of this contract, the Shire may:

- a) Give written direction to the Contractor to remedy the standard of collection service immediately or within a reasonable time frame as specified by the Shire.
- b) Terminate the contract in accordance with the contract conditions that includes a minimum notice period of five (5) working d

6 Respondent's Offer

6.1 Offer Form

The Chief Executive Officer
Shire of Brookton
14 White St
Brookton WA 6306

I/We (BLOCK LETTERS) Of (ADDRESS) ABN/GST Status ACN (if any) :

Telephone No:

Postal Address (*if different*):

E-mail:

In response to this Request 02/2026 MANAGEMENT FOR THE BROOKTON LANDFILL FACILITY

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

The quoted price is valid up to ninety (90) calendar days from the date of the Response closing unless extended by mutual agreement between the Principal and the Respondent in writing. I/We agree that there will be no cost payable by the Principal towards the preparation or submission of this Response irrespective of its outcome.

The tendered consideration is as provided under the Schedule of Prices in the prescribed format and submitted with this Response.

Dated this day of 20

Signature of authorised signatory of Tenderer:

Name of authorised signatory (BLOCK LETTERS):

Position:

Telephone Number:

Authorised signatory Postal address:

Email Address:

6.2 Respondent's Response

Response forms are to be submitted to tenders@brookton.wa.gov.au

Where requested to provide additional information, ensure that all documents are clearly marked with the relevant attachment title to assist the evaluation panel with their assessment.

Part 6 COMPLETE AND RETURN THIS PART

Failure to provide any of the information where requested may result in the termination of assessment and rejection of the submission.

(NOTE: All pages within Part 5 must be completed and returned to the Principal via tenders@brookton.wa.gov.au as they form part of the Tender submission).

6.3 Contact Details

Name of Tenderer's contact person for RFT enquiries	
Telephone number of Tenderer's contact person for RFT enquiries	
Email address of Tenderer's contact person for RFT enquiries	

6.4 Completion Date

Is the Respondent able to guarantee completion of the Works in accordance with Specification requirements, the nominated time frames and the Conditions of Contract?	Yes / No
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6.5 Referees

Provide details of at least two referees, in an attachment labelled "**Referees**". Examples of work for the referees should be provided where possible. Details provided are to include referee contact phone numbers.

NOTE: The Shire of Brookton may be cited as a referee if appropriate. Do not nominate a specific officer of the Shire. If the Shire is cited, an additional referee may be required.

6.6 Agents

Are you acting as an agent for another party?	Yes / No
If Yes, provide details (including name and address) of your Principal in an attachment labelled " Agents ".	

6.7 Subcontractors

Do you intend to subcontract any of the Requirements?	Yes / No
If Yes, in an attachment labelled " Subcontractors " provide details of the subcontractor(s) including: (a) the name, address and the number of people employed; and (b) The Requirements that will be subcontracted.	

Part 6 COMPLETE AND RETURN THIS PART

6.8 Respondent's Registration

Do all employees and proposed Sub-contractors hold current licenses and qualifications for all of the respective work areas? <i>(Copies of all licenses and qualifications and will be required prior to the commencement of Works)</i>	Yes / No
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6.9 Conflicts Of Interest

Would there be any actual or potential conflict of interest for your organisation in the performance of a Contract resulting from this RFT, or are any such conflicts of interest likely to arise during such a Contract?	Yes / No
If Yes, please supply in an attachment labelled " Conflicts of Interest ", details of any actual or potential conflict of interest and the way in which any conflict would be dealt with.	

6.10 Financial Position

1. Are you presently able to pay all your debts in full as and when they fall due?	Yes / No
2. Are you currently engaged in litigation as a result of which you may be liable for \$50,000 or more? If Yes please supply in an attachment labelled " Current Litigation ", details of current litigation which includes supporting court documentation and expected approximate value of settlement, costs and likely disbursements.	Yes / No
3. If you are awarded the Contract, will you be able to fulfil the Requirements from your own resources or from resources readily available to you and remain able to pay all of your debts in full as and when they fall due?	Yes / No

6.11 Mandatory Site Inspection And Briefing

DELETED – THIS CRITERION IS NOT APPLICABLE TO THIS TENDER.	N/A
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6.12 INSURANCE COVERAGE

The insurance requirements for this Request are stipulated in the General Conditions of Contract. Tenderers are to supply evidence of their insurance coverage in a format as outlined below by supplying an attachment labelled "Insurance". A blank formatted attachment (Insurance.docx) is available to download from 360. Insurance.docx is to be completed and uploaded to 360 at this clause. A copy of the Certificate of Currency is to be provided to the Principal prior to the commencement of works.
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Part 6 COMPLETE AND RETURN THIS PART

Type	Insurer – Broker	Policy Number	Value (\$)	Expiry Date
Public Liability				
Contract Works				
Workers Compensation				
Vehicle and Equipment				

6.13 Compliance With The Conditions Of Contract

Respondents are required to indicate their agreement to be bound by and comply with the Contractual Conditions outlined in this Request for Tender. The Contractual Conditions outlined in this Request for Tender are hereby agreed and understood.

Yes / No

6.14 Regional Price Preference

Is your business eligible for the application of the Regional Price Preference?

There are two (2) levels of preference; Regional Business and Regional Content. Consult Part 2.17.4 for more information.

Yes / No

If Yes, please refer to the “**Regional Price Preference Form**” contained in Part 6 for more information on claiming the Preference.

6.15 5.2.13 Electronic Signature Consent

If successful, do you consent to signing the contract electronically?

The Principal uses Adobe Sign to facilitate its Contract execution process for consenting signatories. Use is free for signatories, however consent must be substantiated to validate signatures under the Electronic Transactions Act 2011.

Yes / No

If Yes, the details of your authorised signatory(s) will be requested upon award

7 Selection Criteria

7.1 Compliance Criteria

Please select either **yes** or **no** below to indicate compliance with the following Compliance Criteria.

An assessment of “**No**” against any of the compliance criteria below may result in the termination of assessment and rejection of the submission.

Description of Compliance Criteria	
1) Did the Respondent indicate compliance with the Completion Date?	Yes / No
2) Have details of two referees been provided?	Yes / No
3) Has section 5.2.4 Agents been complied with?	Yes / No
4) Has section 5.2.5 Subcontractors been complied with?	Yes / No
5) Has section 5.2.6 Respondents Registration been responded to in the affirmative (Yes)?	Yes / No
6) Has section 5.2.7 Conflicts of Interest been complied with?	Yes / No
7) Has section 5.2.8 Financial position 1) been responded to in the affirmative (Yes)?	Yes / No
8) Has section 5.2.8 Financial position 2) been complied with?	Yes / No
9) Has section 5.2.8 Financial position 3) been responded to in the affirmative (Yes)?	Yes / No
10) Have details of Insurance Coverage been provided?	Yes / No
11) Has section 5.2.12 Compliance with Conditions of Contract been responded to in the affirmative (Yes)?	Yes / No
12) Did the Respondent provide a properly completed Offer Form, Pricing Schedule and Safety Management Questionnaire ?	Yes / No
13) Are the provided documents unaltered other than for the addition of requested information?	Yes / No

7.2 Qualitative Criteria

Before responding to the following qualitative criteria, Respondents must note the following:

- All information relevant to responses to each criterion are to be contained within the Tender;
- Respondents are to assume that the Evaluation Panel has no previous knowledge of the organisation, its activities or experience, although the Evaluation Panel may use any additional information available to it in its assessment of Tenders;
- Respondents are to provide full details in support of any claims, statements or

Part 7 COMPLETE AND RETURN THIS PART

- Respondents are to address each issue outlined within each qualitative criterion.

1) Relevant Experience Respondents should, as a minimum, address the following: (a) Provide details of <u>similar</u> project works that the organisation has undertaken. Details to include: i. Client; - ii.Length of the Contract; - iii.Approximate value of Contract; - iv.Scope of Contract; and - v.Client contact details (email address and phone number) <i>Note: Supply details in an attachment labelled “Relevant Experience”.</i>	50%
	Tick if attached ☐

2) Methodology Respondents should describe their proposed methodology. Respondents should, as a minimum, address the following information: (a) Provide a detailed description of the proposed methodology that the organisation proposes to employ to undertake the works; (b) Provide details of the organisation's quality assurance policy or quality assurance systems. <i>Note: Supply details in an attachment labelled “Methodology”</i>	30%
	Tick if Attached ☐

3) Resources Respondents should, as a minimum, address the following: (a) Provide a copy of the organisation structure chart and provide background information on the organisation; (b) Plant and equipment inventory; (c) Information of personnel (d) Any contingency measures or back up of resources including personnel and machinery; and (e) Current Capacity: Provide a list of current contract commitments including commencement and programed completion dates. <i>Note: Supply details in an attachment labelled “Resources”.</i>	20%
	Tick if Attached ☐

Part 7 COMPLETE AND RETURN THIS PART

4) Safety Management			Non-weighted	
This questionnaire forms part of the Principal's Tender assessment and is to be completed and submitted by the Respondent. The objective of the questionnaire is to provide an overview of the status of the Respondent's safety management system. Respondents may be required to verify their responses in the questionnaire if required by the Principal. Note: Supply details in an attachment labelled "Safety Management".				
1	OHS Policy and Management	YES	NO	Tick if att.
1.1	Is there a written company health and safety policy? If yes, provide a copy of the policy			☐
1.2	Does the Respondent have an OHS Management System? If yes, provide details			☐
1.3	Is the OHS Managements System audited or reviewed on a regular basis? If yes, provide a copy of the last audit			☐
2	Safe Work Practices and Procedures	YES	NO	Tick if att.
2.1	Has the Respondent prepared safe operating procedures or specific safety instructions relevant to its operations? If yes, provide a summary listing of procedures or instructions			☐
2.2	Are there company safety induction programs for employees and/or Subcontractors. If Yes, provide details			☐
2.3	Please provide a completed training/qualification list for employees who will be carrying out work against Contract.			☐
2.4	Is there a documented incident investigation procedure? If yes, provide a copy of a standard incident report form			☐
3	Safety and Health Workplace Inspections	YES	NO	Tick if att.
3.1	Are regular health and safety inspections at worksites undertaken? If yes, provide a copy of the workplace inspection process			☐
3.2	Is there a procedure by which employees can report hazards at workplaces? If yes, provide hazard report form			☐

Part 7 COMPLETE AND RETURN THIS PART

7.3 Price Information – Quantitative Criteria

All prices are to be tendered exclusive of GST.

Pricing is required to design and construct the three buildings as per the specification at Part 3; so that all buildings are able to be commissioned this financial year.

PRICING	NON-WEIGHTED
Tender	Lump sum Price Ex. GST
RFT 02/2026 MANAGEMENT OF THE BROOKTON LANDFILL FACILITY	\$
TOTAL	\$
<i>Itemise any other applicable costs</i>	
GRAND TOTAL	\$

7.4 Schedule Of Rates

PRICING – schedule of rates			NON-WEIGHTED	NON-WEIGHTED
Key personnel	Role	Experience (in years) and qualifications	Hourly rate (ex GST)	Daily rate (ex GST)