

Part 2

Technical

Specifications

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| **Tender Name:** | **Waste Transfer Station** |
| **Closing Time:** | **11.00am 23 July 2025** |
| **Tender Number:** | **T2526.02** |

**Contents**

[1. Background 6](#_Toc201671867)

[2. Introduction 6](#_Toc201671868)

[3. Interpretation 6](#_Toc201671869)

[3.1 Definitions 6](#_Toc201671870)

[3.1 Services agreement 11](#_Toc201671871)

[4. Term of Contract 11](#_Toc201671872)

[5. Price Changes 11](#_Toc201671873)

[6. Cost-Saving Initiative – One-Day Service Closure 11](#_Toc201671874)

[7. Transition In 11](#_Toc201671875)

[7.1 Transition In 11](#_Toc201671876)

[7.2 Transition from Existing Contract 11](#_Toc201671877)

[8. Access to Sites 12](#_Toc201671878)

[8.1 Non-exclusive licence to occupy 12](#_Toc201671879)

[8.2 Opening hours and days 13](#_Toc201671880)

[8.3 Changes to Opening hours and days 13](#_Toc201671881)

[8.4 Keys and access devices 14](#_Toc201671882)

[8.5 Site Induction 14](#_Toc201671883)

[9. Staffing Levels 15](#_Toc201671884)

[9.1 Staffing Level 15](#_Toc201671885)

[9.2 Skills, training and experience 15](#_Toc201671886)

[9.3 Conduct 15](#_Toc201671887)

[9.4 Dealings with Council Personnel and members of the public 16](#_Toc201671888)

[9.5 No alcohol or drugs 16](#_Toc201671889)

[9.6 Alcohol or drug testing 16](#_Toc201671890)

[9.7 Uniforms 16](#_Toc201671891)

[9.8 Personal Protective Equipment 17](#_Toc201671892)

[9.9 Entitlements 17](#_Toc201671893)

[10. Cooperation with Other Contractors 17](#_Toc201671894)

[10.1 Cooperation 17](#_Toc201671895)

[10.2 Disputes with Other Contractors 18](#_Toc201671896)

[11. Ownership of Waste 18](#_Toc201671897)

[11.1 Ownership 18](#_Toc201671898)

[12. Key Performance Indicators 18](#_Toc201671899)

[12.1 Minimum standards 18](#_Toc201671900)

[12.2 Social procurement outcomes 19](#_Toc201671901)

[12.3 Services Innovations 19](#_Toc201671902)

[12.4 Customer Surveys 19](#_Toc201671903)

[13. Meetings reporting and site inspections 19](#_Toc201671904)

[13.1 Meetings 19](#_Toc201671905)

[13.2 Records to be kept and maintained 19](#_Toc201671906)

[13.3 Reports to be provided by Contractor 20](#_Toc201671907)

[13.4 Monthly inspection audit 23](#_Toc201671908)

[14. Contractor Equipment 23](#_Toc201671909)

[14.1 Standard of Contractor Equipment 23](#_Toc201671910)

[14.2 Equipment safety standards 23](#_Toc201671911)

[14.3 General requirements 24](#_Toc201671912)

[14.4 Deficiencies in Plant and Equipment 24](#_Toc201671913)

[14.5 Inventory of Plant and Equipment 24](#_Toc201671914)

[15. Scope of Work 25](#_Toc201671915)

[16. Services to be performed by Council 25](#_Toc201671916)

[16.1 Scope of this clause 25](#_Toc201671917)

[16.2 Council to supply 25](#_Toc201671918)

[16.3 Other exclusions 25](#_Toc201671919)

[16.4 CCTV 26](#_Toc201671920)

[16.5 No interference 26](#_Toc201671921)

[17. Contractor utilities, amenities and security 26](#_Toc201671922)

[17.1 Contractor use of Council supplied office 26](#_Toc201671923)

[17.2 Emergency contact number 26](#_Toc201671924)

[17.3 Contractor to supply 27](#_Toc201671925)

[17.4 Ablution facilities 27](#_Toc201671926)

[17.5 Storage of fuels and oils, chemical and dangerous goods 27](#_Toc201671927)

[17.6 Security 28](#_Toc201671928)

[18. Management and operation of the Supervised Sites 28](#_Toc201671929)

[18.1 Changes to acceptance of Waste, Useful Waste and Recyclables 28](#_Toc201671930)

[18.2 Resource recovery priority 28](#_Toc201671931)

[18.3 Acceptance of Waste and Prohibited Waste 28](#_Toc201671932)

[18.4 Money handling (where applicable) 29](#_Toc201671933)

[18.5 Resource Recovery 29](#_Toc201671934)

[18.6 Waste oil (engine) and Cooking Oil (where required) 31](#_Toc201671935)

[18.7 Refrigerant Gas Items (where required) 31](#_Toc201671936)

[18.8 Batteries (lead-acid) (where required) 31](#_Toc201671937)

[18.9 Gas bottles (where required) 31](#_Toc201671938)

[18.10 Tyres 31](#_Toc201671939)

[18.11 Electronic Waste 32](#_Toc201671940)

[18.12 Scavenging 32](#_Toc201671941)

[18.13 Signage 32](#_Toc201671942)

[18.14 Environmental monitoring 32](#_Toc201671943)

[19. Recoverable Items – Laydown Area 33](#_Toc201671944)

[19.1 Separation of Items for removal to Recycle Market 33](#_Toc201671945)

[20. Bulk Stockpile Area 33](#_Toc201671946)

[20.1 Scope of work 33](#_Toc201671947)

[20.2 Continuity of access during processing 33](#_Toc201671948)

[20.3 Scrap Metal 33](#_Toc201671949)

[20.4 Green Waste 33](#_Toc201671950)

[21. Maintenance of the Sites 34](#_Toc201671951)

[21.1 General Housekeeping 34](#_Toc201671952)

[21.2 Litter control 34](#_Toc201671953)

[21.3 Mowing and landscaping 34](#_Toc201671954)

[21.4 Pest management 35](#_Toc201671955)

[21.5 Fire 35](#_Toc201671956)

[21.6 Stormwater management 35](#_Toc201671957)

[22. Payment Schedule 35](#_Toc201671958)

[23. Standards 36](#_Toc201671959)

[24. Statutory Requirements/Warranties 36](#_Toc201671960)

[25. Information Provided By Council 36](#_Toc201671961)

[26. Communication with Council 36](#_Toc201671962)

[27. Code of Conduct for Contractors/Subcontractors (If applicable to Supply) 36](#_Toc201671963)

[27.1 Following Direction Of Management Or A Council Representative 36](#_Toc201671964)

[27.2 Related Party Disclosure 36](#_Toc201671965)

[27.3 Contact With Councillors 36](#_Toc201671966)

[27.4 Contractor Not Employee 37](#_Toc201671967)

[27.5 Gifts Or Benefits To Council Employees 37](#_Toc201671968)

[27.6 Gifts Or Benefits To Council Contractors 37](#_Toc201671969)

[27.7 Requirement To Report Fraud And Corruption 37](#_Toc201671970)

[27.8 Disputes Between Contractors 37](#_Toc201671971)

[27.9 Use Of Inappropriate Language 37](#_Toc201671972)

[27.10 Violence and Threats 37](#_Toc201671973)

[27.11 Use Of Council Resources 37](#_Toc201671974)

[27.12 Relationship Of Parties 37](#_Toc201671975)

[28. Workplace Health And Safety 38](#_Toc201671976)

[28.1 Legislative & Banana Shire Council Requirements 38](#_Toc201671977)

[28.2 Risk Management 38](#_Toc201671978)

[28.3 Safety Training 38](#_Toc201671979)

[28.4 Health And Safety Inductions And Site Inductions 38](#_Toc201671980)

[28.5 No Drugs And Alcohol On Site 38](#_Toc201671981)

[28.6 Protective Clothing and Equipment 39](#_Toc201671982)

[28.7 Incident Notification, Investigation And Reporting 39](#_Toc201671983)

[28.8 Work Principles 39](#_Toc201671984)

[28.9 Non-Compliance 39](#_Toc201671985)

[29. Compliance With Laws And Environmental Protection 40](#_Toc201671986)

[30. Selection Criteria 40](#_Toc201671987)

[31. Notification of Acceptance Etc. 40](#_Toc201671988)

[Schedule 1 – Site Areas (Designated Areas) 40](#_Toc201671989)

[Schedule 2 – Hours of Operation 45](#_Toc201671990)

[Schedule 3 – Key Performance Indicators 46](#_Toc201671991)

[Schedule 4 – Minimum staffing level 48](#_Toc201671992)

[Schedule 5 – Council Equipment by Site 49](#_Toc201671993)

[Schedule 6 – Contractor Equipment Inventory 50](#_Toc201671994)

[Schedule 7 – Management Plans 51](#_Toc201671995)

[Schedule 8 – Site Based Management Plan 52](#_Toc201671996)

1. Background

Banana Shire is situated in Central Queensland, Australia. The Banana Shire is sparsely populated, with its population of approx. 15,742 people spread over 28,577 square kilometres, of which only 27 square kilometres is urbanised. The main population centre is the town of Biloela, with Moura and Taroom being other significant urban centres in the Shire. The region is home to many natural attractions including gorges, rivers and National Parks such as the Glebe Weir and Expedition National Park, Lake Murphy, Kroombit Tops and Mt. Scoria Conservation Parks, and Isla and Cania Gorges.

Banana Shire Council is responsible for the management and maintenance of a variety of assets and infrastructure including:-

* Water and Sewerage Treatment Plants
* Airports
* Roads
* Parks and Gardens
* Plant and Equipment
* Swimming Pools
* Sporting Facilities
* Playgrounds
* Heritage and Cultural Facilities
* Bridges
* Libraries
* Entertainment Venues and Facilities
* Animal Pounds
* Various Other Buildings and Facilities

1. Introduction

This Service Specification defines the requirements for the waste transfer station services to be provided at the specified location or locations.

The Contractor must ensure that the waste transfer station services provided under this Agreement comply with the requirements of this Service Specification.

1. Interpretation

### Definitions

In this Service Specification, these terms have the following meanings ;

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| Approvals | Operational approach or position authorised by Council or by statutory authority. |
| Banana Waste  Transfer Station | The site is located at 75 Barfield Road Banana. |
| Biloela Waste  Transfer Station | The site, located at 161 Calvale Road Biloela. . |

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| Bins | Any receptacle used for the storage of Waste and Recyclables. |
| Bulk Stockpile Area | The hardstand area used for the stockpiling of types of Useful Waste. |
| Chain of Responsibility | The responsibilities of a person under the Heavy Vehicle National Law Act 2012 (Qld). |
| Closing Time | The closing time for a Site specified in  Schedule 2 for the relevant Site. |

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| Contamination | Any type of items or material present in a bin, waste stream or stockpile which is contrary to the use intended for that type of bin, waste stream or stockpile. |
| Contractor Equipment | The equipment (including fixed and mobile equipment) and any other assets of the Contractor or of any Authorised Subcontractor that:   1. is used or intended to be used in connection with performing the Services; or 2. which the Contractor is permitted by Council to store or keep at the Designated Area,   including the equipment and assets set out in  schedule 6. |
| Council Equipment | The equipment (including fixed and mobile equipment) and any other assets of the Council (including equipment over which the Council has possession or control), which the Council supplies or makes available to the Contractor to use in connection with the Services, including the equipment specified in schedule 5. |
| Customer | Any person entering a Site to dispose of Waste or purchase Useful Waste or Goods, including members of the public and Other Contractors. |
| Days of Operation | The days on which the Sites are required to be open for business, as specified in schedule 2, as amended in accordance with clauses [7.2](#_bookmark12) and [7.3](#_bookmark13) of this Agreement. |
| Designated Area | The area notified by the Council under clause [7.1(b)](#_bookmark11). |
| Electronic Waste | Electronic waste which includes computers, computer accessories, printers and TVs, as specified by Council from time to time during the Term. |
| Environmental Harm | 1. Environmental harm; 2. Serious environmental harm; and 3. Material environmental harm,   as those terms are defined in the *Environmental Protection Act 1994* (Qld). |
| Environmental Management Plan | A written plan that is required in schedule 7 of this Service Specification and provides guidance to Personnel on:   1. operational management of the Site activity; 2. identification of environmental issues, potential environmental impacts and control measures; 3. contingency plans and emergency procedures for non-routine situations; 4. provision for continuous improvement and periodic review of environmental performance; and 5. any other matters required by Council. |
| Environmental Nuisance | Unreasonable interference with an environmental value caused by emissions of aerosols, fumes, light, noise, odour, dust or smoke that affect the amenity of a person or the activities being conducted at the Site. |
| Existing Contract | The contract between Council and the Other Contractor(s) that operate the Site(s) prior to the Services Commencement Date. |
| Fees and Charges Register | A register of fees and charges approved annually by Council that sets out the fees payable by Customers for the depositing of Waste at the Site and the purchase of materials (excluding Goods) from the Site. |
| Goods | Goods sold or offered for sale from the Recycle Market. |
| Green Waste | Vegetation of any kind from domestic or commercial origins including lawn clippings, trimmings and prunings from trees, bushes, shrubs and the like, tree trunks, branches and root balls. Excludes Construction and Demolition timber. |
| Hazardous Waste | Any substance (whether solid, liquid or gaseous) that is discarded, rejected, unwanted, surplus or abandoned or not intended for sale, recycling, reprocessing, recovery or purification (including Prohibited Waste). |
| Leachate | Liquid that has come in contact with or is a by- product of the interaction between liquid and Waste. |
| Litter | Scattered Waste and Recyclables not properly contained in bins, stockpiles or containers that is blown, strewn or scattered in or around the Site. |
| Moura Waste  Transfer Station | The site is located at 18776 Dawson Highway  Moura. |
| Notifiable Incident | | The meaning given in the Work Health and Safety Act 2011 (Qld). |
| Opening Hours | | The period of time between the Opening Time and the Closing Time, as amended by Council from time to time in accordance with clauses [7.2](#_bookmark12) and [7.3](#_bookmark13) of this Agreement. |
| Opening Time | | The opening time for a Site specified in  schedule 2 for the Site. |
| Other Contractor | | Any persons (other than the Contractor) that provide any goods or services at the Site for or on behalf of the Council. |
| Persons Conducting a Business or Undertaking (PCBU) | | The meaning given in the *Work Health and Safety Act 2011* (Qld). |
| Plant and Equipment | | Includes all vehicles, plant, machinery (including trade machinery), engines, motors, tools, utensils, appliances, implements, plant and equipment of every description used by the Contractor for the purposes of the Contract. |
| Prohibited Waste | | Any Waste that is not permitted to be disposed of at a Site, as specified by Council as ‘Prohibited Waste’ from time to time. |
| Recyclables | | Materials that are able to be recovered, processed and used as a feedstock or replacement for raw material for the manufacture of useful new products through a recycling process. |
| Recycling Drop-Off Area | | The first stage of the resource recovery process that occurs within the site that is accessible to Customers where waste is segregated into products for re-use, recycling, recovery, with any unwanted waste retained by the Customer for disposal at the Waste Transfer Station, Bulk Stockpile Area and/or off site Landfill Cell. |
| Regulated Waste | | The meaning given in the *Waste Reduction and Recycling Act 2011* (Qld). |

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| Recycle Market | The area (including building with all exterior and interior fixtures) at the Waste Transfer Station, which is used for the sale of goods. |
| Site | Each waste facility of Council specified in schedule 1. |
| Social Enterprise | A business that:   1. provides “supported employment services” as defined in section 7 of the *Disability Services Act 1986 (Cth);* or 2. can demonstrate that it operates a business that delivers social and/or sustainability outcomes. |
| Special Waste | 1. Quarantine Waste; 2. insurance and police burials; and 3. any other Waste specified by Council as Special Waste from time to time. |

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| Supervised Site | A site that requires attendance by the Contractor’s Personnel during the Days of Operation and Opening Hours, as specified under Schedule 2. |
| Timber Waste | Processed or unprocessed timber Waste in any form of any kind including timber joinery, pallets, fencing, lattice, timber furniture and timber off- cuts. |
| Transfer Station | The waste disposal area where Waste from Customers’ vehicles is consolidated into Hook Bins or other suitable waste containers and transferred by a collection vehicle for disposal or recycling. |
| Useful Waste | Waste for which commercial recycling markets or opportunities exist, including for Agricultural Plastics, ferrous and non-ferrous metals, white goods, car bodies, lead-acid batteries, Recyclables, waste oils, Green Waste, Timber Waste, concrete and other wastes as determined by Council. |
| Waste | Any material or substances that are brought by Customers and/or the Contractor onto the Site for disposal, including any Useful Waste and waste generated by the Contractor at the Reuse Centre. |
| Weighbridge | A raised platform for the purpose of weighing vehicles entering and leaving a Site. |

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| Waste Software | The software used at Council Sites for the purpose of recording Customer transactions of Waste. |
| Working Day(s) | Monday to Sunday of every week of the year during the Term including public holidays except Christmas Day, Good Friday and Anzac Day  . |

### Services agreement

1. This Service Specification is an annexure to the Agreement and is to be read subject to the General Terms and Conditions.
2. Where a term used in this Service Specification is not defined in clause [3.1](#_bookmark2), but is defined in the General Terms and Conditions, it has the meaning given in the General Terms and Conditions.
3. A reference to a ‘clause’ or ‘schedule’ in this Service Specification is a reference to a clause of this Service Specification unless expressly stated otherwise.
4. Term of Contract

The Term of the Contract shall begin on the **27 September 2025** or as determined by a Council Representative and expire on **26 September 2027**.

Council at it’s discretion may at extend this contract period of up to a further **2 year/s** upon the operator fulfilling expectations and meeting the established KPI’s at each site. This will be confirmed in writing if an extension is applied to the relevant site.

If the Contractors business is sold or transferred to another entity the submission cannot be transferred and will be null and void.

1. Price Changes

Service prices will be adjusted annually on the anniversary of the contract. Changes will be in accordance with the CPI movement for Brisbane for the 12 month period applicable to the preceding quarter to the anniversary date.

1. Cost-Saving Initiative – One-Day Service Closure

As part of Councils commitment to operational efficiency and environmental responsibility, the successful contractor will be required to provide pricing on a planned **one-day-per-week service closure** being Monday. Contractor is required to;

* Demonstrate how the closure will lead to measurable cost savings, including reductions in fuel usage, vehicle wear and tear, staffing, and associated emissions.
* Proposals must include any potential service adjustment plans outlining how collections will be rescheduled or reallocated to other days without compromising service levels or increasing customer complaints.

This initiative is a mandatory element of the contract and will be considered as part of the value-for-money and sustainability evaluation criteria.

1. Transition In

### Transition In

On and from the Services Commencement Date, the Contractor will be granted a non-exclusive licence to occupy the Designated Area at the relevant Site.

### Transition from Existing Contract

1. The Existing Contract expires at midnight on **26 September 2025** and the Contractor must cooperate with Council and the incumbent contractor to ensure minimal disruption to the operation of the Site during the period on and around **26 September 2025**.
2. Council retains ownership of all Waste and Goods on the Site at the end of the contract term for the Existing Contract and the incumbent contractor under the Existing Contract has no obligation to remove any Waste or Goods from any storage location, containers, receptacles or bins prior to the end of the Existing Contract.
3. The Contractor must prepare a Site specific plan to manage the transition-in of the Services at each Site for review and approval by Council in accordance with clause [6.2(d)](#_bookmark8) that achieves the following key activities and milestones (Mobilisation Plan):
4. pre-occupancy inspection of the Site at least two weeks prior to the Services Commencement Date, accompanied by the Council’s Representative;
5. mobilisation of the Contractor Personnel to ensure business critical operation of the Sites on and from the Services Commencement Date;
6. completion of Council induction process and site specific induction prior to starting;
7. training in the use of any Weighbridge Software or Council money handling prior to starting if applicable and
8. that the Recycle Market if relevant, is operational, staffed and trading from the Services Commencement Date.
9. The Contractor must submit the Mobilisation Plan to Council for review and approval at least four (4) weeks prior to the Services Commencement Date.
10. The Contractor must implement the approved Mobilisation Plan.
11. Access to Sites

### Non-exclusive licence to occupy

1. Council will provide the Contractor and its Personnel with a non- exclusive licence to occupy the Site in accordance with this clause [7.1](#_bookmark10) only for the purposes of the Contractor performing the Services under this Agreement, unless otherwise agreed in writing by Council.
2. Schedule 1 indicates the Designated Area for the Site.
3. The Contractor does not have exclusive access to the Designated Area or any Site and acknowledges and agrees that the non-exclusive licence to occupy granted to it by Council:
4. does not create, and must not be construed as creating, any tenancy in the Designated Area or any Site;
5. does not confer, and must not be construed as conferring, any interest in the Designated Area or any Site; and
6. is a right of occupation only and the legal right to possession and control over the Designated Area and any Site remains vested with Council.
7. The non-exclusive licence to occupy granted to the Contractor by Council commences on the Commencement Date and, unless terminated earlier in accordance with the terms of this Agreement, ends on:
8. the Expiry Date; or
9. if Council has exercised its rights under clause 4 and the end of the subsequent Further Period.
10. The Contractor acknowledges and agrees that Council, Other Contractors, Customers and members of the public may be present at the Site, at any time, including while the Contractor is present at Site.
11. The Contractor is responsible for directing Customers to access and egress the site.
12. The Contractor must not hinder or restrict the access of the Council, its Personnel or any other person that has a right to access any Site, other than as expressly permitted by the terms of this Agreement.
13. The Contractor must not access or permit its Personnel to access any areas at any Site other than the Designated Area unless otherwise permitted or Directed to do so by Council or the Council’s Representative.

### Opening hours and days

1. Schedule 2 contains the Opening Hours and Days of Operation for each Site.
2. The Contractor must:
3. attend each Site at least 15 minutes prior to the published opening time;
4. ensure that each Site is open for business during the Opening Hours and its respective Days of Operation;
5. receive all Customers at the Sites during the Opening Hours on the days of Operation; and
6. remain at the Site after the published closing time to ensure the Site is secured and left in a state of adequate housekeeping, monies are secured and transactions are entered.
7. For clarity:
8. the Contractor must receive all Customers (except for Customers disposing of Prohibited Waste) during the Opening Hours and is not permitted to refuse entry to any Customer that presents at the entrance during Opening Hours (i.e. the Contractor cannot refuse entry where a Customer arrives at the Site at any time during the Opening Hours or close to the Closing Time prior to the Closing Time for the Site);
9. the obligations of the Contractor to perform the Services are not limited to the Opening Hours;
10. the Contractor must, at its cost, make arrangements to perform the Services outside of the Opening Hours to the extent necessary to comply with its obligations under this Agreement;
11. the Contractor must not perform the Services outside of the Opening Hours and the Days of Operation unless it is to perform aspects of the Services (i.e. administration) and must:
    * + - 1. ensure that access gates at each Site are closed and locked to prevent Customer access; and
          2. notify the Council’s Representative of the purpose of the Site access and the Contractor Personnel that will be accessing the Site; and
12. the Contractor is not entitled to any costs, expenses or other payment additional to the Service Fees for any time spent by the Contractor or its Personnel working outside the Opening Hours, unless otherwise agreed in writing by Council.

### Changes to Opening hours and days

1. The Council’s Representative may, from time to time during the Term, amend the Opening Hours and Days of Operation by notice to the Contractor for the following reasons:
2. if required (directly or indirectly) by a Change in Law;
3. as determined by Council from time to time in response to demand, administrative, economic, financial or community factors;
4. disruptions (for whatever reason) that have occurred or will occur to the performance of the Services or the operation of the Site; and
5. an Emergency
6. A notice given by Council under clause. [7.3](#_bookmark13)[(a)](#_bookmark14) must include:
7. the changed opening hours and/or days of operation during which the specified Services must be performed and provided;
8. the intended period for which the changed opening hours and/or days of operation will remain in effect (if known); and
9. any special conditions which the Contractor must comply with during the period of the changed opening hours and/or days of operation.
10. The Contractor must comply with a notice by Council under clause [7.3](#_bookmark13)[(a)](#_bookmark14) by operating the Designated Area during the changed opening hours and/or days of operation.

### Keys and access devices

1. The Contractor:
2. when Directed by the Council’s Representative, will take delivery of keys, swipe passes or access codes for the Site and register them on the Council register;
3. must not make a copy of any key or swipe pass provided by Council; and
4. must return within three days any keys or swipe passes provided to the Contractor if Directed to do so by the Council’s Representative and account for all keys and swipe passes at the end of the Term.
5. If any key or swipe pass delivered to the Contractor is broken, damaged or lost, the Contractor must immediately notify the Council’s Representative. Council may charge the Contractor reasonable replacement fee for any broken, damaged or lost keys, swipe passes, or rekeying of any locks required as a result of a lost key or swipe pass.
6. The Contractor must not place its own locks on any access gates or enclosures on the Site without the prior written approval of Council. If Council does permit the Contractor to do so, the Contractor must provide Council with a set of keys and/or swipe cards (as appropriate) for the locks.

### Site Induction

1. The Contractor must notify the Council’s Representative a minimum of five (5) Business Days prior the starting date of all new Personnel of the Contractor and all Personnel must complete Council inductions prior to starting work and renew the induction every 12 months or at such other times specified by Council.
2. Subject to clause [7.5](#_bookmark16)[(c)](#_bookmark17), the Contractor must develop and deliver a Site specific induction program for delivery to all Personnel of the Contractor and Council, Other Contractors and visitors entering upon the Designated Area for any purpose whatsoever.
3. Customers entering the Designated Area for the purpose of depositing Waste or purchasing Useful Waste or Goods are not required to complete a Site specific induction.
4. The Contractor must:
5. nominate a representative of the Contractor’s Personnel to be available at each Site at all times during the Opening Hours to deliver a site induction to the Contractor’s Personnel, visitors and Other Contractors as required; and
6. maintain a register of all Personnel, Other Contractors and visitors who have received a site induction.
7. Staffing Levels

### Staffing Level

1. The Contractor must ensure that the minimum Contractor Personnel are available and in attendance at each Site within each work zone in accordance with Schedule 4.
2. The Contractor may, at its discretion, rotate its Personnel between the Sites if the contractor has similar contracts at other Banana Shire Council sites.
3. The Contractor acknowledges and agrees that the minimum Contractor Personnel levels nominated by the Contractor in Schedule 4 does not relieve the Contractor of its obligations to perform the Services in accordance with this Agreement and, to the extent that this would require additional Contractor Personnel, the Contractor must engage and deploy those additional Contractor Personnel at its cost.

### Skills, training and experience

1. The Contractor must ensure that the Personnel engaged to:
2. manage the Weighbridge and use the Weighbridge Software where applicable; and
3. supervise the resource recovery operation at the Sites.
4. possess the necessary skills, training and experience required to operate desktop computers, mobile tablets and the Weighbridge Software.
5. The Contractor must ensure that all Personnel are trained in asbestos identification and managing asbestos in accordance with the Environmental Management Plan and Council’s asbestos management protocol which may be amended from time to time.
6. The Contractor must provide Council with the licence or competency certificate (as applicable) of all Personnel employed during the Term to demonstrate suitability of such Personnel to lawfully operate relevant Equipment promptly upon engagement of that Personnel.

### Conduct

1. The Contractor must ensure that, in the performance of the Contractor’s obligations under this Contract, its Personnel at all times:
2. conduct themselves in a courteous, civil and professional manner;
3. cause as little inconvenience, noise and disturbance to others as is practicable;
4. obey all applicable Laws;
5. do not seek or demand any fee, reward or gratuity in respect of the performance of the Services (other than from the Contractor or an Authorised Subcontractor); and
6. take all reasonable precautions to avoid causing any damage to property.
7. The Contractor must:
8. ensure that its Personnel are properly supervised either by the Contractor or a responsible supervisor so that its Personnel conduct themselves in a professional, productive and efficient manner at all times; and
9. where keys (of any type) are supplied to the Contractor by Council for the purpose of allowing the Contractor entry upon Council owned land or to a Council owned facility, ensure that it and its Personnel take all necessary precautions to secure those keys and to prevent the copying or duplication by any person of those keys without the prior written approval of Council.
10. If the Contractor has a code of conduct or similar document that applies to the conduct of its Personnel engaged or employed by the Contractor and which relates to any of the matters set out in this clause 8.3 must:
11. ensure that code complies with the Council’s “Code of Conduct for Employees”;
12. provide a copy of that document to Council within five Business Days of:
13. the date of release of any replacement of that document by the Contractor from time to time; and
14. ensure that the document at all times meets or exceeds the requirements of Council and in this clause 8.3.
15. The Contractor remains liable to Council for all acts and omissions of the Contractor’s Personnel as if they were the acts and omissions of the Contractor.

### Dealings with Council Personnel and members of the public

The Contractor must ensure that the Contractor’s Personnel:

1. are polite, patient and courteous in their dealings with Council’s Personnel and members of the public; and
2. do not commit any act or omission likely to damage the reputation of the Contractor or Council,

while engaged in the performance of the Services or any related activity.

### No alcohol or drugs

The Contractor must ensure that its Personnel:

1. do not consume any alcoholic beverages;
2. are not intoxicated; and
3. are not under the influence of any drug which does or could impede their abilities, while engaged in the performance of the Services or any activity required to be performed under this Contract.

### Alcohol or drug testing

Council may Direct the Contractor to make available for alcohol and/or drug testing the Contractor’s Personnel who are performing any Services in connection with this Contract or who are present at the Sites or any other premises of Council.

### Uniforms

The Contractor must:

1. provide (and replace when necessary) any uniforms and identification badges which Council requires the Contractor’s Personnel to wear while performing the Services;
2. ensure that its Personnel:
3. if required by Council, wear such uniforms and identification badges while performing the Services; and
4. keep such uniforms in a neat and tidy condition;
5. replace the uniforms periodically to ensure that they remain in a clean and tidy condition and in good repair; and
6. ensure that any uniform includes high visibility components which enhance visibility and safety of its Personnel whilst operating Equipment.

### Personal Protective Equipment

1. Personal protective equipment (PPE) requirements apply to all Council workplaces, including each of the Waste Facilities.
2. The Contractor must, and must ensure that its Personnel, comply with all PPE requirements, as advised by Council from time to time, in relation to each of the Waste Facilities and the provision of the Services.
3. As a minimum, the Contractor must provide at its cost the following PPE to its Personnel:
4. long sleeve high visibility shirts and trousers;
5. safety footwear;
6. hard hat or full brimmed sun hat (which is not a cap), as appropriate;
7. eye and aural protection;
8. hand protection (gloves);
9. safety jacket or vest;
10. protective high visibility clothing; and

(vii)any other PPE items specified by Council from time to time for a particular Site.

### Entitlements

1. The Contractor’s Personnel are employees or contractors of the Contractor and are not employees or contractors of Council.
2. The Contractor is solely responsible for all of its Personnel and must comply with any Laws relating to the employment of its Personnel, including superannuation requirements, payment of tax instalment deductions and all taxes including fringe benefits and payroll tax registration requirements, conditions on payment of wages, requirements to maintain records and payment of all remuneration (including salaries, wages, leave entitlements, superannuation and all other benefits).
3. If Council becomes liable for any of the payments described in clause b), the Contractor indemnifies Council from and against any Loss or expense Council pays, suffers, incurs or is liable for arising out of or in connection with such payments.
4. The Contractor and its Personnel have no claim upon Council in respect of:
5. remuneration to employees (if any) including superannuation, leave, other entitlements, taxes or duties;
6. claims under workers' compensation; and
7. claims under any other Law affecting or relating to the relationship between an employer and employee.
8. Cooperation with Other Contractors

### Cooperation

1. The Contractor acknowledges that the Services provided under this Agreement form part of the overall waste management services provided by and to Council, and that the acts or omissions of the Contractor may impact on those other waste management services.
2. The Contractor must use its best endeavours to perform the Services so as to minimise disruption to any other person, including Other Contractors, using or working at the Site by adopting the following work practices:
3. the Contractor must communicate with and maintain a courteous, cooperative and professional approach towards Other Contractors using the Site; and
4. the Contractor must not:
5. impede the free flow of traffic into or out of the Site; or
6. obstruct or permit the obstruction of the depositing of Waste and resources to the Site.

### Disputes with Other Contractors

1. The Contractor must promptly notify Council of any dispute that may arise between the Contractor and any Other Contractor which directly or indirectly affects the Contractor’s ability to deliver the Services at the Site(s) efficiently and effectively in accordance with this Agreement.
2. Council will consider any dispute notified under clause [9.2(a)](#_bookmark24) and may give a Direction to the Contractor with respect to the subject matter or cause of the dispute.
3. Ownership of Waste

### Ownership

1. Title in all Waste deposited at the Site, vests in Council upon entry of that Waste into the Site and remains the property of Council at all times. Such Waste is not to be dealt with or taken from the Site other than as permitted by the terms of this Agreement or otherwise agreed in writing by Council..
2. For clarity, and without limiting clause [10.1(a)](#_bookmark27):
3. the Contractor must not, and must ensure that its Personnel and Customers do not, remove or attempt to remove any containers that are or may be eligible containers under the Queensland Container Refund Scheme (CRS); and
4. the Contractor must not remove or permit any person (excluding Council and Council Authorised Contractors) to remove any Waste from the Sites unless directed to do so by Council.
5. Council reserves the right to collect, remove from the Sites and dispose of all material (including any Waste and Useful Waste) of whatever nature and to appoint any other persons (including Other Contractors) to undertake such work on Council’s behalf. The Contractor must cooperate with and assist Council if Council exercises its rights under this clause [10.1(c)](#_bookmark28).
6. Key Performance Indicators

### Minimum standards

1. Failure to meet the minimum standard Key Performance Indicators (KPI) targets listed in schedule 3 over two successive reporting quarters will be considered a material breach of the Agreement and clause 18 (‘Termination and suspension rights of Council’) of the General Terms and Conditions will apply.
2. Without limiting any other obligations of the Contractor, the minimum standards of performance detailed in Schedule 3 must be achieved by the Contractor in performing the Services.

### Social procurement outcomes

Notwithstanding the performance measures specified in clause [11.1](#_bookmark30), the Contractor will be required to report annually on the progressive social outcomes which result from this Agreement. As a minimum these will include:

1. employment and training opportunities created at the Sites.
2. identifying and filling service gaps at the Recycle Market and in the broader community.
3. initiatives and progress with the Social Enterprise entity, if any, that are supported by delivering the Services; and
4. how the Social Enterprise has communicated achievements in the local community more broadly and how this has increased the visibility of both Council and the Contractor.

### Services Innovations

1. The Contractor must use reasonable commercial endeavours to identify and, where approved in accordance with this clause [11.3](#_bookmark32), implement measures to improve the efficiency of, and environmental benefits derived from, the Services (Services Innovations).
2. The Contractor will submit all proposed Services Innovations to the Council’s Representative for approval, including any conditions on implementation of the proposed Services Innovations. The Contractor must not implement any proposed Services Innovation other than with the prior written consent of Council.

### Customer Surveys

1. Council may develop Customer service surveys during the Term.
2. The Contractor must work with Council to provide the Customer service survey to Customers using the Site and return any completed surveys to Council.
3. Meetings reporting and site inspections

### Meetings

1. The Contractor will attend meetings with the Council’s Representative at least monthly for the term of the Contract.
2. The meetings shall be held at a location and at a time nominated by the Council’s Representative.

### Records to be kept and maintained

1. The Contractor must keep and maintain detailed, true and accurate records in respect of the following matters:
2. complaints and queries received in respect of its performance or non-performance of part or all of the Service;
3. the results of any investigations in relation to such complaints and queries;
4. action taken in relation to such complaints and queries;
5. any accidents or other incidents involving injury to persons or property damage or where a possibility of injury to persons or property damage arose including:
6. details of the incident;
7. results of any investigation into its cause; and
8. recommendations and actions for its prevention in the future;
9. any Contractor’s Plant and Equipment that is unroadworthy and the steps taken to return it to a roadworthy state;
10. any breach of this Agreement by the Contractor (including any breach of warranty);
11. each of the matters necessary to enable calculation of any amounts payable by or to Council under this Agreement;
12. amounts paid by or to Council under this Agreement;
13. the operation of the plans and systems described under clause 27 (‘Work, Health and Safety’) of the General Terms and Conditions;
14. any records required to be maintained under this Agreement (including records required to produce the reports referred to in clause [11.2](#_bookmark37), 12.3, 12.4, 16.5(b), 17.3, 17.3(f), 27.7 and Schedule 3);
15. any matter which Council requires to manage a liability, or potential liability, including, but not limited to:
16. the Chain of Responsibility; and
17. the Queensland State Waste Levy;
18. any other matters reasonably required by Council from time to time;
19. any other matters contemplated or required by the schedules to this Agreement; and
20. the Contractor’s performance against the KPIs listed in schedule 3.

### Reports to be provided by Contractor

The Contractor must provide electronic transfer of reports and data in accordance with:

1. the time stipulations;
2. the reporting requirements; and
3. in a report format submitted by the Contractor that has been reviewed and approved by Council, specified in the table below:

|  |  |
| --- | --- |
| Timing | Reporting requirements |
| Urgent – immediately after contacting Emergency Services | * Fire * Serious injury/death |
| Immediate – within two hours | The Contractor must urgently notify (in person or by telephone) Council, and in any case within two hours, of any:   * Safety Incidents, including near misses and other safety related incidents, on the Site; * damage to property, including any Equipment owned or provided by Council for use by the Contractor, suffered or caused in providing the Services; * major malfunction of the Contractor Equipment that impedes the continuity of the Site; * known or suspected non-compliance with the Approvals; |

|  |  |
| --- | --- |
| Timing | Reporting requirements |
| As soon as practicable | * Environmental Harm on the Site; * contravention, or suspected contravention, of the General Environmental Duty; * receipt of any Prohibited Waste; * event that has or is likely to interrupt (temporarily or permanently) the Services for whatever cause; and * other events that Council may require to be urgently reported. |
| Incidents report – within one day of incident | The Contractor must provide Council with completed incidents report in writing relating to any:   * incidents that require “urgent” and “immediate” notification as required above; and * lost time injuries, and * ensure the incident report details the action taken, or proposed action to be taken, by the Contractor to remedy or address the matter; and * any malfunction of a major piece of equipment through breakdown or accident. Major equipment would include but not limited to heavy machinery, compactors, security cameras, whether the equipment is owned by Council or the contractor. * any other items Council requires to be reported |
| Monthly report – within 5 Business Days of the end of each month | For each Site for the preceding month, provide the following information:   * Completed monthly inspection/audit checklist * using the Council template (for the prior month); including Monthly Hazard Reports, * Site fire incidents; * Inventory of Stockpiles for each site using the Council template); * DrumMUSTER inventory; * Equipment inventory including any changes to the fleet; * any item which Council becomes aware of that it may have a statutory obligation to report; and * any other items Council requires to be reported. |
| Annual report – within 10 Business Days of the end of each financial year | * Incident statistics (monthly and annual); * Work Health and Safety Management System updates; * Site inductions for current Personnel; * Insurance review and updated certificate of currency; |

|  |  |
| --- | --- |
| Timing | Reporting requirements |
|  | * Equipment inventory and updated registration certification; and other safety certifications required under regulations or best management practices. * other items as requested by the Council’s Representative. * social procurement outcomes in accordance with clause [8.2](#_bookmark31); and * training and verification of Personnel * competency records. |
| Upon early termination or end of contract | * Reports as required by Council to complete this Agreement |

### Monthly inspection audit

1. The Contractor must complete a monthly audit/inspection of the Designated Area and record any observations on the audit checklist provided by Council. This will include a Monthly Hazard Report.
2. The completed audit checklist (and any accompanying photos) must be provided to the Council Representative in accordance with the timeframes stipulated in clause [12.3](#_bookmark37).
3. Contractor Equipment

### Standard of Contractor Equipment

1. The Contractor must:
2. supply and maintain a sufficient quality, number and type of Contractor Equipment to perform its obligations under this Agreement in a professional, safe, reliable and efficient manner; and
3. have contingency measures in place for circumstances where one or more items of Equipment are unavailable for use for any reason (including servicing, maintenance, breakdown, and unexpected accidents).
4. The Contractor represents and warrants that it has and will have Contractor Equipment that is suitable to provide the Services in accordance with this Agreement. Failure of or defect in any Equipment does not release the Contractor from its obligations to comply with the terms of this Agreement.
5. The Contractor Equipment need not be new provided it complies with the requirements of this clause [13.1](#_bookmark40).
6. All operating costs of the Contractor Equipment shall be borne by the Contractor.
7. Any breakdown of any Contractor Equipment causing interruption to the delivery of the Services must be reported to the Council’s Representative in accordance with cause 13.4.

### Equipment safety standards

1. The Contractor must ensure that all mobile Contractor Equipment is fitted with:
2. two-way radios and/or cellular telephones that will ensure reliable and effective communication between Council, Other Contractors and the Contractor at all times and while Council, Other Contractors’ and the Contractor’s operators and drivers are performing the Services at the Site;
3. a high visibility rotating beacon light which must be operational at all times during the operation of the mobile Contractor Equipment (notwithstanding minimum statutory requirements and regulations); and
4. a directional “white sound” audible alarm which must operate automatically when reverse gear is engaged.
5. The Contractor must operate communication systems in accordance with the policies and procedures specified by Council for any Site.

### General requirements

1. The Contractor must undertake all daily pre-start checks on all mobile Equipment and have a suitable management system to repair defective Equipment.
2. Except as expressly provided in this Agreement, the Contractor must ensure that the Contractor Equipment is:
3. operated in a manner that complies with all applicable Laws;
4. fit for the purpose for which it is to be used;
5. operated, maintained and serviced to the manufacturers’ manuals,
6. guidelines and specifications;
7. maintained in good repair and condition; and
8. of presentable appearance to Council’s reasonable satisfaction.
9. Council may request the maintenance history of mobile Contractor Equipment during Opening Hours on any Day of Operation and the Contractor must comply with that request by the next Business Day.

### Deficiencies in Plant and Equipment

1. In the event of the failure of any piece of Contractor Equipment that has the potential to disrupt the continuity of Services at the Site, the Contractor must immediately notify Council of that failure.
2. If the Contractor Equipment subject to the failure cannot be repaired within a period of two (2) Working Days to again undertake works under this Contract, the Contractor must immediately arrange (and provide evidence of such arrangements to Council) for repair or replacement Equipment (to the same or higher specification).

### Inventory of Plant and Equipment

1. At least 4 weeks prior to the Services Commencement Date, the Contractor must provide an inventory of the Plant and Equipment that will be used by the Contractor on and from the Services Commencement Date to provide the Services. The inventory must include:
2. the vehicle make and type, manufacturer’s name and specification and year of manufacture;
3. engine number;
4. chassis number;
5. registration number;
6. number or hours or kilometres,
7. the purpose for which the Contractor proposes to use the Contractor Equipment.
8. Scope of Work

The Services to be provided under this Agreement are structured as follows:

1. Unsupervised sites (Banana Waste Transfer Station)
2. Open and close the entrance gates
3. Provision of contractor personnel to operate, manage and maintain the operation of each site
4. Undertake housekeeping and quality control at each of the sites
5. Landscaping maintenance, including mowing of grass, weed control and maintenance or all trees, shrubs and garden beds within the designated area at each site.
6. Supervised sites (Biloela and Moura Waste Transfer Stations)
7. operation of the entrance which includes opening and closing the gates and use of the Waste Software and money handling as appropriate;
8. provision of Contractor Personnel to operate, manage and maintain the operation of each Site;
9. management of each Site to encourage and, where necessary, assist Customers to actively separate loads into Recyclables, re-usable products and products that may have a re-sellable value to improve Council’s waste diversion;
10. undertake housekeeping and quality control at each of the Sites;
11. landscaping maintenance including mowing of grass, weed control and maintenance of all trees, shrubs and garden beds within the designated area at each Site; and
12. assist Council to achieve its waste minimisation strategy aims of diverting domestic waste otherwise intended for landfill by ensuring this is collected, sorted, recycled and reused.
13. Services to be performed by Council

### Scope of this clause

This clause [15.1](#_bookmark113) sets out services and work which:

1. will be performed by Council; and
2. is not required to be performed by the Contractor.

### Council to supply

In addition to the Council Equipment listed for each Site in schedule 5, Council will supply and be responsible for the costs relating to the services, items and materials listed in this clause [15.2](#_bookmark114):

1. Council rates;
2. Power or generator and water (where Sites are connected to a potable water supply);
3. portaloos or other fixed ablution facilities, for supervised sites;
4. signage; and
5. Customer education and information materials.

### Other exclusions

Council is responsible for the following activities, unless otherwise agreed in writing with the Contractor:

1. repair and maintenance of Council Equipment listed in schedule 5;
2. installation and maintenance of all Closed Circuit Television (CCTV) (where applicable);
3. construction and maintenance of all sealed roads within the site;
4. maintenance of hardstands, except for minor maintenance;
5. provision and maintenance of Site infrastructure including roadways, turning area, disposal areas, bulk disposal bins, buildings, structures, fences, gates, poles, bollards, mounds, bunds or any other fixtures and fittings and their parts, both internal and external to each site; (except for minor maintenance that could reasonable be undertaken by the contractors own onsite personal) See Clause 16.3(m)
6. entering into commercial contractual arrangements relating to the processing and transport of Useful Waste, Waste, Regulated Waste and Recyclables;
7. transport of Hook Bins containing Waste from the Transfer Stations to the receiving Landfill; and
8. setting of the fees and charges through the Fees and Charges Registrar.

### CCTV

1. Council will operate a system of CCTV at selected Sites and will be responsible for the maintenance and replacement of the CCTV throughout the Term.
2. Council may make available to the Contractor CCTV footage relevant to any investigations that the Council and/or the Contractor may choose to conduct, subject to compliance with Council’s policies and procedures.
3. Council may remove and install additional CCTV cameras and systems from time to time, including at or within any of the sites.
4. The Contractor must not, and must ensure that its Personnel and Customers do not, interfere with or obstruct the vision of any CCTV at any Site.
5. The Contractor must comply with any policy of Council relating to CCTV provided by Council. Intellectual Property rights for information obtained through such CCTV camera footage remains with Council.

### No interference

The Contractor must not interfere with, hinder or restrict Council, or any of Council’s Personnel, performing any of the works or services in this clause 15.

1. Contractor utilities, amenities and security

### Contractor use of Council supplied office

1. The Contractor must:
2. be contactable via phone (mobile is acceptable) and email for the receipt of messages, Directions, and instructions between the Opening Hours on the Days of Operation.
3. maintain the site office, where provided to the satisfaction of Council.
4. provide Council and visitors access to any ablution facilities and staff amenities located at the site office where provided.

### Emergency contact number

The Contractor must provide two alternative contact mobile numbers and email addresses for the purpose of Council having emergencies (including for an Emergency) addressed when the Contractor’s office is unattended. The mobile numbers and email addresses must be available 24 hours a day, every day of the year for the Term.

### Contractor to supply

With the exception of the items listed in schedule 5 at each Site, the Contractor shall provide and maintain at its own expense:

1. all Contractor Equipment necessary to undertake and perform all tasks required to perform the Services under this Agreement;
2. a mobile phone at each Site,
3. be capable of receiving emails 24 hours per day, seven days per week;
4. all potable water, for the purpose of drinking or any other use;
5. all sundries for its Site operations including but not limited to fuel, oil and all other mechanical and automotive consumables;
6. all office consumables such as, pens, paper and toner cartridges that might be required;
7. all toilet paper and washroom products (including cleaning products), including the provision of sanitary bins;
8. cleaning of all staff amenities, offices, toilets and gatehouse;
9. a first aid kit, including replenishing stock in accordance with the *Work Health and Safety Act 2011* (Qld);
10. a spill kit, including replenishing stock, suitable for containment of potential incidents arising from the performance of the Services;
11. an Asbestos clean up kit in accordance with Council’s and Contractor’s procedures (for example, PVA glue/water mixture, compliant plastic/bags for wrapping prior to disposal and PPE);
12. two way radios; and
13. computers, photocopiers, printers and other business machines that might be required.
14. Minor maintenance of the site. Including infilling of isolated potholes, replacement of light bulbs, but not including flood lights, replacement of tap washers and temporary fence repairs. Minor maintenance does not include work that would normally require the services of a registered builder or licensed electrician.

### Ablution facilities

The Contractor:

1. is responsible for the maintenance and pump out of any non-sewered sanitary ablutions and disposal at an approved facility licensed to accept sewage;
2. is responsible for the cleaning of all ablution amenities where provided, including the provision of sanitary bins in each female or unisex toilet and the supply of toilet paper, hand towels and any other consumables; and
3. must provide Customer and visitor access to the ablution facilities.

### Storage of fuels and oils, chemical and dangerous goods

1. Fuel, oils, chemicals and other dangerous goods used by the Contractor at the Site must be stored by the Contractor in accordance with the Approvals and applicable Laws (including the Work Health and Safety Legislation and Environmental Legislation).
2. The Contractor must provide Council with a list of products/containers used at the Site by the Contractor for inclusion in Council’s register of hazardous substances and provide an updated register to Council within five (5) Business Days when any new product/change in storage quantities used by the Contractor. The contractor will maintain an on site Safety Data Sheet (SDS) register in accordance with relevant Work health and Safety laws and regulations.

### Security

1. The Contractor is responsible for the security of all of its vehicles and all Equipment stored within the Designated Area.
2. The Contractor must take steps to ensure that there is no breach of security at the Designated Area.
3. Management and operation of the Supervised Sites

### Changes to acceptance of Waste, Useful Waste and Recyclables

Council may make amendments to the types of Waste, Useful Waste and Recyclables that must be accepted at the Site to improve Waste diversion from Landfill and the Contractor must implement and comply with those amendments.

### Resource recovery priority

1. The Contractor must identify all Customer loads presenting at the Site and:
2. inspect all incoming loads, which may involve a physical inspection of the load;
3. apply any appropriate fees and charges
4. where applicable enter each Customer transaction into the Waste Software (where this is deployed to a Site) or maintain Customer records as required by Council at the time the Customer is received;
5. direct the Customer to segregate the Waste to maximise resource recovery to the highest level possible;
6. direct Customers to the Bulk Stockpile Areas for management of Waste and
7. ensure that no person, other than Council or any person that Council notifies the Contractor is authorised by Council, removes any Waste or Useful Waste from the Sites.
8. The Contractor is liable for any errors by the Contractor’s Personnel in entering data into the Waste Software, where applicable, that are identified by Council or its nominated representative (including pursuant to any audit conducted. Where any such errors results in a loss of, or failure to recover, any fees and charges under the Fees and Charges Register, the Contractor must reimburse Council for that loss of fees and charges within 14 days of a demand made by Council.

### Acceptance of Waste and Prohibited Waste

1. The Contractor must only accept Waste for disposal that is permitted under the Approvals, as detailed in the Environmental Management Plan.
2. Prohibited Waste must not be received at the Site.
3. Where the Contractor becomes aware of any Prohibited Waste, the Contractor must manage the Prohibited Waste in accordance with the Environmental Management Plan and applicable Laws to minimise Environmental Nuisance, Environmental Harm and risk to Personnel and public health.
4. The Contractor must provide an incident report when any Prohibited Waste is received and/or deposited at the Site.
5. The Contractor must:
6. appropriately train its Personnel to identify and manage Prohibited Waste;
7. manage Prohibited Waste in accordance with Councils’ procedures (as notified by Council); and
8. provide its Personnel with refresher training at least once per year during the Term or more frequently if the list of Prohibited Waste is amended.

### Money handling (where applicable)

1. The Contractor must implement the cash handling procedure to achieve the outcomes required by Council.
2. The Contractor will provide sufficiently trained Personnel at the Sites where required to manage the acceptance of Customer vehicles and collection of money from Customers in accordance with the Fees and Charges Register.
3. The Contractor must:
4. provide Personnel to undertake the acceptance of Waste and money handling during the Days of Operation and Operating Hours;
5. enter the Customer transactions into Council’s Waste Software using the hardware and software provided by Council; or record transactions as per directions from Council at Sites with no Waste Software;
6. receive payments from Customers in accordance with the Fees and Charges Register for the receipt and disposal of all Waste deposited at the Site;
7. issue an official Council tax receipt for each transaction;
8. deposit money at the Council’s designated customer service centre or other Council nominated location, at least once per week; and
9. provide adequate security of money collected from Customers prior to transferring it to Council.
10. Prior to the Services Commencement Date, the Council shall provide all Contractor Personnel performing Waste software operations at the Site with training in the use of the Waste Software (if applicable).
11. The Contractor shall be responsible for all ongoing training needs throughout the Term, unless Council provides new hardware and/or software.
12. Once approved by Council, the Contractor must comply with and implement the approved money handling procedure.
13. Title in any money paid by Customers at the Site does not transfer to the Contractor under this Agreement. The Contractor holds all such money as bailee only for the purposes of performing its obligations under this Agreement.
14. The Contractor is solely liable for and indemnifies Council from and against all Loss arising directly or indirectly from any money being lost or stolen.

### Resource Recovery

1. The primary function of the Transfer Station is to act as the first stage in resource recovery, with a focus on Customer service that actively encourages Customers to segregate Waste into products for re-use, recycling and recovery, with residual Waste retained by the Customer for disposal into Hook or Bulk Bins.
2. In operating the Waste Transfer Station at each Site, the Contractor must:
3. provide to Council for review, comment and approval for implementation, an operational process and/or procedure that ensures waste separation in response to zero waste to landfill strategies including efforts to repair/ reuse/ recycle. With the minimum mandatory requirement of a Recycle Market also known as “Tip Shop” opening two days per week.
4. provide to Council for review, comment and approval for implementation, proven initiatives that provide Waste Transfer Station services more efficiently to the community, whilst also ensuring requirements to further minimise waste to landfill via separation strategies.
5. provide to Council for review, comment and approval for implementation, an operational process and/or procedure showing initiates and benefits for community engagement fostering diversity and inclusion whilst benefiting the ratepayers and potential charitable entities.
6. provide to Council for review, comment and approval for implementation, an operational process and/or procedure that maximises the recovery of resources, maintains Customer traffic flow to minimise traffic congestion and delivers reasonable waiting times for Customers;
7. must ensure separation (thus avoiding contamination of separated waste piles) occurs, demonstrate how the following will occur on site: physical inspection of each Customer’s load and assist, where required and/or where requested by the Customer, to unload and actively separate and segregate Recyclables and materials/items of value, particularly, but not limited to (where determined by Council), closely monitoring stockpiles to avoid contamination:
8. Ferrous and Non-Ferrous Metals, Including White Goods;
9. Electronic Waste including e-batteries including enclosed.
10. Lead-Acid Batteries;
11. Waste Oils (Engine) and Cooking Oils;
12. Mattresses - Must by stripped into separate components;
13. Commingled Recyclables;
14. Cardboard;
15. Gas Bottles;
16. Fire Extinguishers;
17. Tyres;
18. Green Waste;
19. Re-Useable Items; and
20. Residual Waste.
21. encourage and assist all Customers using the facility to segregate and recycle into the respective Waste, Useful Waste, and Regulated Waste streams;
22. place any segregated items listed in clause [17.5 (b)(ii)](#_bookmark132) in suitable containers, pads, cages and/or receptacles;
23. undertake handling, stacking, consolidation and storage of segregated items into containers, pads, cages and/or receptacles to maintain the area in accordance with clause [17.1](#_bookmark160);
24. identify Prohibited Waste that is not suitable for acceptance at the Sites and manage them in accordance with clause [17.3](#_bookmark129);
25. collect all Litter at the Transfer Station drop off pad, including the Hook and Bulk Bin bays after the Closing Time on each Day of Operation and place that Litter into the Hook Bins at the end of each day; and
26. ensure all lids on Bulk bins are closed after the Closing Time on each Day of Operation; and
27. maintain housekeeping within the Waste Transfer Station area to minimise risks to Customers.

### Waste oil (engine) and Cooking Oil (where required)

The Contractor must:

1. receive containers of used waste oil (engine) and, if requested by Council, cooking oil, and decant them into the bulk storage tank;
2. manage any liquid contained within the decanting area to ensure that no overflow occurs;
3. manage the storage and disposal of waste oil containers (whether empty, partially empty or full); and
4. when the waste oil bulk storage tank is reaching safe storage capacity, liaising with the relevant Council Representative to organise collection.

### Refrigerant Gas Items (where required)

The Contractor must if required by council:

1. receive refrigerators, freezers, air-conditioners and other items as directed by Council and segregate them for degassing prior to recycling;
2. on a monthly basis, notify Council’s Representative of the quantity of items that require degassing;
3. record the number of degassed items in accordance with clause [12.2](#_bookmark37); and
4. once de-gassed, place all the degassed items on the scrap steel stockpile for recycling.

### Batteries (lead-acid) (where required)

The Contractor must:

1. receive and store lead acid batteries on bunded pallets or if any other manner as directed by Council.
2. provide sufficiently trained Personnel to recognise the types of batteries being received and to separate and store the batteries appropriately; and
3. sufficiently package the batteries for transport in accordance with the Other Contractors’ requirements.

### Gas bottles (where required)

The Contractor must if required by council:

1. only receive gas bottles containing propane (LPG) or natural gas and to provide sufficiently trained Personnel to recognise the types of gas bottles being received;
2. receive and store gas bottles in a suitable container in the manner recommended by Other Contractors;
3. organise the collection of gas bottles for off-site processing at an approved facility by liaising with Council’s Representative; and
4. record the number of gas bottles in accordance with clause [12.2](#_bookmark36).

### Tyres

The Contractor must, if required by Council:

1. receive and neatly stockpile tyres at the Transfer Station;
2. organise the collection of tyres on a regular basis
3. ensure that all tyres are appropriately stacked for transport in accordance with transport requirements.

### Electronic Waste

The Contractor must if required by Council:

1. receive and store Electronic Waste in appropriate areas at each Site;
2. provide appropriately trained Personnel to recognise the Electronic Waste being received and to separate and store the Electronic Waste appropriately; and
3. contact Council’s Representative to organise retrieval of the Electronic Waste from each Site.

### Scavenging

1. The Contractor must not remove, or permit any other person (including its Personnel) to remove from the site any waste unless directed to do so by Council.
2. Council may collect and dispose of all material from the site and appoint other persons (including Other Contractors) to undertake such work on Council’s behalf.
3. The Contractor represents and warrants that it and its Personnel will cooperate with Other Contractors authorised by the Council to undertake the activities referred to in clause [17.12(b)](#_bookmark144).

### Signage

1. Council will provide signage to be used throughout each Site (except for Contractor Equipment) and the Contractor must not amend, change or deface any signage provided by Council without prior written consent from Council.
2. The Contractor is to, install and maintain all signage in the Designated Areas to an acceptable standard.
3. To assist Customers, Council will install additional signage as required that identifies the location of Useful Waste stockpiles, Waste disposal areas and Customer service drop off points.
4. Council will locate signage throughout the Designated Areas with regard to:
5. the safety of persons at the Site;
6. managing the traffic flow to minimise heavy and light vehicle interaction; and
7. the provision of clear direction on all access roads.
8. Council may Direct the Contractor to locate signage throughout the site.
9. On a monthly basis, the Contractor must report the condition/damage of any signage within the Site on a spreadsheet developed by Council.

### Environmental monitoring

The Contractor has an obligation to maintain a general vigilance of the Sites and notify Council if:

1. abnormal environmental conditions are observed within the Sites;
2. spills and non-routine discharges are observed or emergency events occur at the Sites; and
3. the Contractor considers that environmental conditions are not or may not be compliant with applicable Laws or the General Environmental Duty.
4. Recoverable Items – Laydown Area

### Separation of Items for removal to Recycle Market

1. The Contractor may recover re-useable items from Waste that it perceives has a value and could be resold to Customers.
2. The Contractor cannot access Hook Bins or bulk bins to recover items that it considers may be suitable for the Recoverable Items – Laydown Area.
3. The recovered Goods may be stored for removal to the Recycle Market in a hardstand area defined by the Contractor and approved by the Council’s Representative.
4. The hardstand area must be maintained in a neat and tidy manner, goods removed on a weekly basis and approved by the Council’s Representative.
5. Bulk Stockpile Area

### Scope of work

1. The Contractor must manage the stockpiles of Waste detailed in clauses [19.3](#_bookmark155) to [19.4](#_bookmark156).
2. Council may make amendments to the types of Useful Waste which must be diverted to the Bulk Stockpile Area to improve Waste diversion from Landfill and the Contractor must implement and comply with those amendments.

### Continuity of access during processing

1. The Contractor must ensure continuity of access to Customers’ vehicles is provided to the Bulk Stockpile Area when the Useful Waste stored in the Bulk Stockpile Area is being processed or removed by Other Contractors.
2. Other Contractors must provide signs, barriers and other control devices as appropriate to prevent unauthorised persons entering the area where processing and loading of materials is occurring.

### Scrap Metal

1. The Contractor must:
2. direct all loads of scrap metal (including whitegoods and motor vehicles) to the designated scrap metal area;
3. remove improperly disposed of scrap metal and direct it to the assigned receival area as directed by Council;
4. be vigilant for contamination of material and remove this from the stockpiles wherever possible and redirect it to the assigned receival area as directed by Council;
5. ensure items that require de-gassing are segregated from the scrap metal stockpile for de-gassing; and
6. keep the scrap metal area and the stockpiles of containers of unprocessed scrap metal in a neat and compact condition and contact Council’s Representative when the bulk stockpile requires collection.
7. To remove any doubt all scrap metal remains the property of Council.

### Green Waste

The Contractor must:

1. ensure inspection of loads to avoid any contamination and then direct all loads of Green Waste to the designated Green Waste area;
2. remove improperly disposed of Green Waste and direct it to the assigned receival area as directed by Council;
3. identify Contamination and Prohibited Waste and remove it from the incoming loads and bulk stockpile and place it in the assigned Waste disposal area and/or Hook Bin; and
4. keep stockpiles neat and compact and the area in a tidy condition and contact Council’s Representative when the bulk stockpile requires pushing.
5. push up the Green Waste stockpile as needed.
6. if required work to Council Green Waste Management Plan or develop a Green Waste Management Plan for implementation as approved by Councils Representative.
7. Maintenance of the Sites

### General Housekeeping

The Contractor must maintain a high standard of general housekeeping of the site through the following measures:

1. maintaining all work areas clear of debris and inappropriate Waste;
2. keeping all emergency walkways, passages and exits, fire doors, firefighting equipment, first aid and other emergency stations clean, unobstructed and in good working order;
3. storing mobile Equipment and tools in appropriate storage facilities;
4. cleaning up all liquid and solid spills with suitable equipment and making good the ground surface to prevent slippage; and
5. sweeping and/or blowing all sealed floors surfaces, including trafficable areas to remove rubbish, debris and objects that may penetrate Customers’ vehicle tyres.

### Litter control

1. The Contractor shall keep the site in a neat and tidy condition at all times and undertake all necessary steps to ensure that Litter within the site is minimised and kept to a level acceptable to the Council’s Representative.
2. The Contractor shall undertake inspection and removal of all Litter on the Days of Opening of whatsoever nature from:
3. within the site; and
4. the greater of 100m either side of the entrance gate or along the Site frontage (both inside and outside the fence).
5. The Contractor must retrieve any Waste that is left by Customers at, or within the vicinity of, the Site access gates and must transport it to the Transfer Station as appropriate.
6. Council may at any time issue a written instruction to the Contractor to collect all Litter found within the site or off site areas which are impacted by Litter as a direct result of the Contractor’s operations and to the satisfaction of the Council’s Representative. When issued with such an instruction, the Contractor shall commence collecting Litter within one (1) hour. Such collection shall not impact on the operation(s) of the site and shall be at the Contractor’s cost.

### Mowing and landscaping

The Contractor must maintain the landscaping within the site, including:

1. maintenance of all landscaped areas including pruning of trees and hedges and weeding of gardens;
2. mowing of all landscaped areas within the Site, including areas outside the Site entrance gate and site boundary fences;
3. annual re-mulching of landscaped areas using Council-provided mulch supplied at no cost to the Contractor.

### Pest management

1. The Contractor must undertake all necessary measures to monitor and ensure the control of flies, rodents, and other vermin and pests in and around the Designated Areas.
2. The Contractor must ensure that pest management is conducted by a suitably licensed pest control contractor and provide Council with the licences and competencies of the contractor upon request by the Council’s Representative.
3. The Contractor must document all pest management techniques and methodology undertaken and supply them to the Council’s Representative within a reasonable time of a request by the Council’s Representative.

### Fire

The Contractor must not light or permit the lighting of any fires of any nature at the Site under any circumstances, unless Directed by Council.

### Stormwater management

The Contractor must manage stormwater within the Site by:

1. utilising existing Site infrastructure;
2. removing any Litter and accumulated silt that is visible from gutters, pits and open channels; and
3. completing a monthly inspection and maintain a record of all the Site
4. infrastructure including gutters, pits and stormwater detention basins and provide the inspection report to Council on a monthly basis.
5. Payment Schedule

Banana Shire Council will not have any obligation to pay the respondent for Goods or Services until the Authorised Officer has been given a correctly rendered invoice.

A correctly rendered invoice must:

1. Specify details of order in sufficient detail to enable an Authorised Officer to assess; and
2. Specify BSC Order number and Quotation number; and
3. Specify the respondent’s Invoice number and Invoice date; and
4. Specify the Contract Price payable by BSC and particulars of any GST payable in respect of the Contract Price; and
5. Registration price to be on a separate invoice from the Vehicle Price; and
6. Otherwise comply with the requirements of a Tax Invoice for the purposes of the GST Act.
7. Where there is a trade-in payment will be made as a net amount between the cost of new plant and trade-in plant. i.e. total price of vehicle less total price of trade in.
8. Standards

The work shall comply in all respects with relevant Statutory Legislation, Codes of Practice, Australian Standards and with Councils local laws, policies and guidelines.

1. Statutory Requirements/Warranties

Vehicles and plant and all operators shall comply in all respects with the Statutory requirements of the Queensland Transport and Main Roads, to include all current regulations – the Traffic Regulations as amended and Department of Education, Training and Employment and Department of Education, Employment and Workplace Relations where applicable.

If the statutory requirements change during the period of this contract, no additional charge will be borne by Council.

1. Information Provided By Council

All information supplied in the tender documentation shall be treated as "commercial in confidence" between Council and the respondent.

1. Communication with Council

The contractor is to direct all service problems and enquiries to the relevant Council’s Department:

Phone: (07) 4992 9500

Email: [tenders@banana.qld.gov.au](mailto:tenders@banana.qld.gov.au)

Mail: Chief Executive Officer Banana Shire Council PO Box 412 **BILOELA QLD 4715**

The contractor agrees to keep the terms of the Contract confidential between the tenderer and Council at all times and not disclose the terms of the Contract to any other person or entity without the prior written consent of Council.

The contractor agrees that any contact with media organisations or personnel regarding the tender or any work performed by the Tenderer must be referred to Council Management for approval of any response/comment etc.

1. Code of Conduct for Contractors/Subcontractors (If applicable to Supply)
   1. Following Direction Of Management Or A Council Representative

The Supplier/Contractor agrees to follow all reasonable directions in regards to this contract from Council Management or a Council Representative.

### Related Party Disclosure

Council is required to release information about related party transactions in its annual report. The release of this information is not a breach of confidentiality due to the legal requirement to include such information in a public document. Related party disclosures may identify supplier who have a family member relationship with key management personnel and state the amounts transacted between Council and the related party.

### Contact With Councillors

Contact by a tenderer with a Councillor of the Banana Shire Council in relation to matters of awarding of this tender during the period up to the determination of the tender is prohibited. Such activity will disqualify the tenderer for the period of the tender.

### Contractor Not Employee

The tenderer must ensure that they meet the ATO requirements to be a contractor to Council. Holding an ABN alone does not make a tenderer a contractor. It is preferred that tenderers have the business status of a Company, Partnership or Trust. Individuals with an ABN should consult with their taxation advisor on their business status before tendering for works.

### Gifts Or Benefits To Council Employees

Tenderers must refrain from providing gifts or benefits to employees or contractors of Council. These gifts and benefits may be seen as an inducement to influence a procurement decision.

### Gifts Or Benefits To Council Contractors

During the term of this Contract, the Contractor and their employees and agents will not personally receive any gift, fee, profit, commission or other discount or benefit from any other person or corporation for any reason or on any pretence whatsoever due to the Contractor’s Contract with Council, other than may be provided for in writing by Council.

### Requirement To Report Fraud And Corruption

Should a tenderer or successful tenderer have reasonable grounds to suspect that an employee or contractor of Council has sought inducements in return for allocation of contracts or work the tenderer must report the matter to the Chief Executive Officer of the Council or the Crime and Corruption Commission.

### Disputes Between Contractors

The Supplier/Contractor must promptly report in writing to council any dispute between the Contractor and another Council Contractor that has the potential to affect the performance of the Contractor’s Services under this arrangement.

### Use Of Inappropriate Language

The Supplier/Contractor or any Contractors employees will conduct themselves in a professional manner at all times and not use any inappropriate language while on any sites, buildings or public place while contracted under this agreement. If reported the Council will take appropriate action.

### Violence and Threats

The Supplier/Contractor or any Contractors employees will conduct themselves in a professional manner at all times and not use any violence or threats against any Council employees or Councillors to intimidate or coerce decisions while on any sites, buildings or public place while contracted under this agreement. If reported the Council will take appropriate action.

### Use Of Council Resources

The Supplier/Contractor or any Contractors employees shall not use or borrow any Council plant, equipment, materials, or fuel unless directed by Council Representative.

Use of Council plant and equipment shall only be with the prior written approval of Council’s Principal Fleet and Workshop Advisor.

### Relationship Of Parties

During the term of this Contract, the parties acknowledge and agree that the Contractor is an independent Contractor and that at no time during the term of this Contract will the relationship of the parties be that of employer/employee, principal/agent, or a partnership.

1. Workplace Health And Safety

### Legislative & Banana Shire Council Requirements

All work shall be carried out in strict accordance with the Work Health and Safety Act 2011 and Work Health and Safety Regulation 2011 as well as Banana Shire Council specific Health and Safety requirements.

Banana Shire Council expects all contractors to be committed to ensuring a safe workplace is a priority and have safe systems of work to prevent illness and injuries at work and be able to demonstrate this for the duration of the project life cycle from tender phase to site completion.

Audits, inspections and general workplace monitoring will be carried out in accordance with the Work Health and Safety Act 2011.

### Risk Management

The Contractor is responsible for ensuring all hazards associated with work to be performed have been identified, assessed and appropriate controls implemented prior to any work commencing. This includes undertaking risk assessments as well as the provision of Work Method Statements where required.

### Safety Training

The Contractor shall be responsible for identifying and providing any Health and Safety training required for work under the Contract. The Contractor shall provide evidence that the workers have received such training and are competent in the type of work to be performed under the Contract.

Banana Shire Council may require any Contractor's workers, at the Contractor’s expense, to attend further site safety induction and training when considered necessary.

### Health And Safety Inductions And Site Inductions

All contractors and subcontractors shall have a site specific induction, and a Work Health and Safety induction conducted by a Banana Shire Council representative, which shall include:

a) Location and Site orientation;

b) Scope of Work

c) Personal Protective Equipment requirements e.g. safety shoes, high visibility clothing, etc.

d) Contractors responsibility for ensuring all workers comply with site emergency response procedures.

e) Upon successful completion of the Council Work Health and Safety Induction a certificate/card will be issued which must be carried on site at all times.

f) Council Inductions are valid for a period of 12 months and are the responsibility of the contractor and subcontractors to comply.

g) Inductions will be conducted in Contractors own time.

### No Drugs And Alcohol On Site

The Contractor shall comply with any legislative requirements for Drug and Alcohol Testing and Procedures and adhere to Banana Shire Councils Drug and Alcohol Policy.

The Contractor must ensure that they and their employees, whilst undertaking any work or performing their duties:

a) Do not consume any alcohol

b) Are not intoxicated or under the influence of any drug which impedes their ability to safely and efficiently perform any services or duties.

### Protective Clothing and Equipment

The Contractor shall also comply with any legislative requirements for personal protective equipment or clothing. The Contractors shall also comply with any directives issued from time to time by Banana Shire Council that requires specific protective clothing or equipment to be used whilst carrying out work under the contract.

The Contractor and their workers are responsible for the supply and maintenance of protective clothing and equipment and for ensuring staff are trained in its correct use as appropriate.

The Contractor shall be responsible for ensuring their workers and subcontractors are suitably dressed at all times. In all cases, any kind of undressed appearance or use of leisure clothing (e.g. beachwear, thongs, open footwear, singlets etc.) is not acceptable.

### Incident Notification, Investigation And Reporting

Whilst undertaking work under the Contract, and in addition to any legislative requirements, the Contractor shall immediately notify Banana Shire Council of:

* All incidents involving the death or serious injury of its workers or those of its Sub-Contractors, and
* All dangerous occurrence or “near miss” incidents, medical treatment injury or lost time injuries.
* All of the above situations require the Contractor to complete and provide to Banana Shire Council an Incident Investigation report and /or assist with any investigation conducted by Banana Shire Council as required.

### Work Principles

The following Work Principles must apply:

* The Contractor is responsible for maintaining a clean, safe and tidy work area at all times including any sanitary and washing facilities provided.
* An acceptable standard of staff discipline is to be maintained at all times. The use and possession of illicit drugs or alcohol on site is strictly prohibited.
* Security at Banana Shire Council sites is required to be maintained at all times.
* All Banana Shire Council buildings, plant, any identified area and vehicles are designated as “No Smoking” areas.
* The Contractor shall indemnify Banana Shire Council against any loss or expense that they incur or any claim made against them by a third party arising from the negligent act or omission of the Contractor in performing its duties.

### Non-Compliance

If during the performance of work under the contract Banana Shire Council informs the contractor that it is of the opinion that the contractor is:

* Not conducting the work in compliance with the WH&S Legislation or relevant policies and procedures; or
* Conducting the work in such a way as to endanger the Health & Safety of the contractor’s employees, Banana Shire Council employees or the general public,
* Commits a substantial breach of the contract
* Fails to disclose any Conflict of Interests

Banana Shire Council may direct the contractor to promptly remedy the breach or the breach of WH&S or may direct the contractor to suspend work until such time as the contractor satisfies Banana Shire Council that the work will be resumed in a safe manner (QA procedures and forms for non-compliance would apply).

If the contractor fails to rectify any breaches of WH&S for which work has been suspended, or if the contractors performance has involved recurring breaches of WH&S, Banana Shire Council will notify Workplace Health and Safety Queensland and request that an inspection visit the workplace or may terminate the work forthwith, depending on the severity of the issue.

1. Compliance With Laws And Environmental Protection

The Contractor shall observe and comply with the provisions of the Environmental Protection Act and Regulations 1994 and of any other duly constituted public authority wherein the work is done. The Contractor shall abide by the relevant sections of the Work Health and Safety Act 2011 and pay any relevant levies that are the responsibility of the Contractor. For the purposes of the Act the Contractor shall be deemed to be the Principal Contractor.

1. Selection Criteria

Listed below are the criteria on which evaluation of the offers will be based:-

|  |  |  |
| --- | --- | --- |
| Evaluation Criteria | Description | Weighting |
| Price | Price | **40%** |
| Experience | Industry Expertise | **50%** |
| Availability | Availability | **5%** |
| Encouragement of Local Business | Local business | **5%** |

A **supplier may not approach** any elected member or **officer** regarding an offer which has been placed, in an attempt to influence such person in favour of their own offer, at any time, other than a time specifically designated for the evaluation of the offer. Such approach will invalidate their offer. Submitted offers should include any and all information necessary in order for Council to evaluate against the above criteria.

1. Notification of Acceptance Etc.

The successful Tenderer will be notified by letter which will be signed by the successful tenderer and returned. Before start of this contract all relevant information must be provided and approved before the start date and all inductions are to be completed.

Schedule 1 – Site Areas (Designated Areas)

|  |  |
| --- | --- |
| Plan | Description |
| 1 | Biloela Waste Transfer Station (including Biloela Waste Transfer Station Recycle Market) |
| 2 | Moura Waste Transfer Station |
| 3 | Banana Waste Transfer Station |

Map

Description automatically generated

A picture containing graphical user interface

Description automatically generated

Calendar

Description automatically generated with medium confidence

Schedule 2 – Hours of Operation

|  |  |  |  |
| --- | --- | --- | --- |
| Site name | Address | Hours of Operation | Days of Operation |
| Biloela Waste Transfer Station | 161 Calvale Road Biloela QLD 4715 | 7:00am – 5:30pm | 7 Days Per Week, excluding Christmas Day, Good Friday and ANZAC Day. Unless otherwise agreed with Council. |
| Biloela Waste Transfer Station Recycle Market | 161 Calvale Road Biloela QLD 4715 | 8:00am – 12:00pm | Saturdays, excluding Christmas Day, Good Friday and ANZAC Day. Unless otherwise agreed with Council. |
| Moura Waste Transfer Station | 18776 Dawson Highway Moura QLD 4718 | 7:00am – 5:30pm | 7 Days Per Week, excluding Christmas Day, Good Friday and ANZAC Day. Unless otherwise agreed with Council. |
| Banana Waste Transfer Station | 76 Barfield Rd Banana QLD 4702 | 7:00am – 5:30pm | 7 Days Per Week, excluding Christmas Day, Good Friday and ANZAC Day. Unless otherwise agreed with Council. |

Schedule 3 – Key Performance Indicators

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| KPI  Ref. | KPI | Objective | Source Data | Calculation | Minimum Standard | Target | Review Frequency |
| A | Environmental performance | Compliance with the Approvals and Site Environmental Management Plan | Environmental monitoring results  Monthly inspection report  Council audit | Number of written corrective action requests issued by Council to the Contractor during the review period to address issues relating to the environmental performance of the Site | Less than 2 written corrective action requests recorded over the review period | Zero corrective action requests | Quarterly |
| B | Safety performance | Maintain safe working environment | WorkCover reporting | Number of safety improvement notices issued (by Council or WorkSafe) | 1 per annum | No safety improvement notices issued | 12 monthly |
| C | Litter management | Achieve effective Litter management within the Designated Area | Council inspection | Number of written corrective action requests to address issues relating to the Litter performance of the Site | Less than 2 written corrective action requests recorded over the review period | Zero corrective action requests | Quarterly |
| D | Resource recovery performance | Maximise resource recovery | Council inspection | Diverted waste/Total waste received at the Site. | Total Diverted Waste | Total Diverted Waste | Monthly |

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| KPI  Ref. | KPI | Objective | Source Data | Calculation | Minimum Standard | Target | Review Frequency |
| E | Waste Software data entry | Minimise data entry error – attention to detail | Weighbridge Software transactions (where applicable) | Number of errors in weekly report and ability to rectify errors | All errors in weekly report are rectified by the contractor within 1 business day of being made aware of error | Zero data entry errors | Monthly |
| F | Customer Service | Minimise Customer complaints | Customer Request Management | Number of Customer complaints received by Council relating to Contractor activity. | Less than 3 per month (per Site) | Zero Customer complaints | Quarterly |
| G | Customer Service | Response time for complaint response | Customer Request Management | Number of responses received from Contractor within two Business Days/ number of Complaints | 95% within 2 Business Days of notification by Council | 100% within 2 Business Days of notification by Council | 6 monthly |
| H | Reporting | Undertake reporting in accordance with clause [9.3.](#_bookmark37) | Monthly/Annual reports | Number of monthly reports over the review period submitted after the timeframes stipulated in clause [9.3.](#_bookmark37) | 5 of the 6 monthly reports over the review period submitted within the timeframe in clause [9.3.](#_bookmark37) | Reports submitted in accordance with and within the timeframes specified in clause [9.3.](#_bookmark37) | 6 monthly |

Schedule 4 – Minimum staffing level

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| STAFF RESOURCES | | | | | |
| The Respondent shall provide below a summary of staff resources that will be involved in the front line service delivery. | | | | | |
| Site | Activity | | Total number of paid Personnel on site during Operating Hours | Total number of volunteer Personnel on site during Operating Hours | No of supervisors (not including Personnel) |
| Biloela Waste Transfer Station including Recycle Market | | Supervised | To be entered subject to successful tenderer submission | To be entered subject to successful tenderer submission | To be entered subject to successful tenderer submission |
| Moura Waste Transfer Station | | Supervised | To be entered subject to successful tenderer submission | To be entered subject to successful tenderer submission | To be entered subject to successful tenderer submission |
| Banana Waste Transfer Station | | Unsupervised | To be entered subject to successful tenderer submission | To be entered subject to successful tenderer submission | To be entered subject to successful tenderer submission |

Schedule 5 – Council Equipment by Site

Waste Transfer Stations

|  |  |
| --- | --- |
| Site | Council Equipment |
| Biloela Waste Transfer Station  Including Recycle Market | Gatehouse if applicable  Other buildings/Port-a-loo as applicable  Tyre Pad if applicable  External fencing  Battery storage Pad  Gas cylinder Pad  Fire extinguishers (number to be confirmed at contract commencement)  Shipping containers  Garbage compactor  Cardboard compactor |

|  |  |
| --- | --- |
| Site | Council Equipment |
| Moura Waste Transfer Station | Gatehouse if applicable  Other buildings/Port-a-loo as applicable  Tyre Pad if applicable  External fencing  Battery storage Pad  Gas cylinder Pad  Fire extinguishers (number to be confirmed at contract commencement)  Shipping containers if applicable  Garbage compactor if applicable  Cardboard compactor if applicable |

|  |  |
| --- | --- |
| Site | Council Equipment |
| Banana Waste Transfer Station  (Unsupervised site) | External fencing  Tyre Pad if applicable  Battery storage Pad if applicable  Gas cylinder Pad if applicable  Fire extinguishers (number to be confirmed at contract commencement) if applicable  Shipping containers if applicable |

Schedule 6 – Contractor Equipment Inventory

To be provided by the contractor.

Schedule 7 – Management Plans

To be provided by the contractor.

Schedule 8 – Site Based Management Plan

To be provided by the contractor.