

*Good
Government*

ADDITIONAL SERVICE
PROVIDER
INFORMATION
BOOKLET &
APPLICATION

FOR THE PROVISION OF WET AND
DRY PLANT HIRE (RFT2016/12)

26 JULY 2017

MID-WESTERN REGIONAL COUNCIL
OPERATIONS

 TOWARDS 2030



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Principal's Requirements

1. Definitions

Definitions in this RFT:

Principal means Mid-Western Regional Council (MWRC),

Additional Service Provider means any person or organisation who submits an additional service provider application for consideration

Operator means a competent driver or user of the equipment,

Wet Hire means equipment supplied with an Operator,

Dry Hire means equipment supplied without an Operator.

2. Wet and Dry Plant Hire System Overview

An overview of the Wet and Dry plant hire system is provided here to help you understand what it is and how it works.

Each year Council requires the use of a variety of plant at various locations through the Mid-Western Regional Council local government area. The list of plant required in 2016/17 is set out in Schedule 2 of this documentation. Council will only accept the items of plant listed in this schedule.

This application will nominate your organisation as an additional service provider for Council's Wet & Dry Plant Hire list. As your application has been made after the closing date of the wet & dry plant hire tender (RFT 2016/12) it must be acknowledged that your nominated plant will only be relevant to Council's preferred supplier and pre-qualification overflow lists.

2.1 Preferred Service Providers (Priority) List & Utilisation of the Overflow List

For plant hire less than \$10,000 or emergency works, a priority list will be used. This works in a similar way to the previous system where items of plant are evaluated and listed in order of priority in their various categories.

The priority list will be compiled from suppliers on the 'Preferred Service Providers List' offering to hire items of plant to Council at a fixed price for a 12 month period.

When Council requires a particular item of equipment, the list of Preferred Service Providers created from Councils tender process noting that item is called up. The supplier who is ranked number one for that item of plant is contacted to check its availability over the proposed hire period. If the item is unavailable (the reason does not matter), the second ranked Service Provider is contacted, and so forth.

Utilisation of overflow suppliers and their equipment will only occur when:

- (a) availability of equipment on the Preferred Service Providers List has been exhausted, or
- (b) If the equipment is specialised and job specific requirements not satisfied by items on the Preferred Service Providers List.

In these instances additional items of equipment are added to the Overflow List. Reports to Council for additional items of plant for wet and dry hire will be presented to Council on a half yearly basis. The Overflow List will be populated following a Council Resolution to accept these items of plant for hire.

2.2 Prequalification and Vendor Panel

For hire in excess of \$10,000 ex GST, (project and longer term hire) quotations will be sort from suppliers on the prequalification panel. The request for quote will be facilitated through Vendor Panel. On acceptance of your application from Council, you organisation will be forwarded an invitation to register on VendorPanel. On receipt of the quotations Council will evaluate the submissions and the hire will be determined on value for money

Utilisation of overflow suppliers and their equipment on the prequalification panel are the same as noted above.

3. Terms of Plant Hire

3.1 Validity of Your Application

On acceptance of the application, validity of your overflow plant will run concurrently with the original tender dates accepted by Council. The completion date of RFT2016/12 - Wet & Dry Plant Hire is:

31 August 2017 with a 1 year extension option (to 31 August 2018)

3.2 Availability of Equipment using the Priority (Preferred Supplier) List

- (a) Council will contact the Service Provider or the Service Provider's Representative to ascertain whether the Plant is available for hire.
- (b) If the Service Provider advises that the Equipment:
 - (i) Is not available for hire for whatever reason, the Service Provider is under no obligation to make the Plant available. This does not constitute a breach of the Service Provider's obligations under this contract,
 - (ii) Is available for hire, you may be asked to provide a quote for the transportation of the Plant to and from required site location. This quote may be considered when Council decides whether to hire the Plant from the Service Provider or another Service Provider on the priority list.

3.3 Availability of Equipment using Vendor Panel

- (a) Council will request quotations for specific items of plant for a specific duration and location. Council will request for quotations using Service Providers on the Prequalification list. The closing date and time will be detailed on the request for quotation. Quotation received after this time and date will not be considered. Service Providers are not obliged to provide a quotation and are under no obligation to make the Plant available.
- (b) Council will evaluate the quotations received.

3.4 Delivery

The Service Provider must deliver the Plant in the required condition and, if applicable, with an Operator to the Site by the time agreed. Only the specific item(s) of plant hired will be accepted at the commencement of hire. Items cannot be substituted at the commencement of hire.

3.5 During the Hire

- (a) The Service Provider must:
 - (i) Have the Plant ready to commence work each day at the starting time directed by Council,

- (ii) Work the Plant as directed by Council during the period of hire, and
 - (iii) In respect of an item of Plant, unload and load the Plant at the site as directed by Council.
- (b) The Supervisor may direct the removal of the Operator and any servant or agent of the Service Provider from the Site.
 - (c) When requested by Council, the Service Provider will provide at its own cost evidence of the operating capacity of the equipment, including for a truck the manufacturer's rated GVM. For water-ballasted rollers, weighbridge ticket(s) from a public weighbridge must be presented to the hiring office prior to commencement of hire.

3.6 Plant Hire

When Plant is hired, the Service Provider must at its own cost:

- (a) Ensure that all Operators have received WHS and Environmental training,
- (b) Ensure that Operators are competent,
- (c) Supply and replenish all fuel, oil and grease,
- (d) Supply all spare parts and anything necessary for the continuous and satisfactory operation of the Equipment. For items of Plant, this includes where relevant, cutting edges, tynes and ground-engaging tools for the continuous and satisfactory operation of the Plant,
- (e) Remove from the site and re-use, recycle or dispose of in an environmentally responsible manner all waste from the Plant and service vehicles. Wastes to be re-used or recycled must be segregated from those to be disposed of. The Service Provider may, if approved by Council, re-use, recycle or dispose of Waste by placing at a location on the site in the manner directed by Council.
- (f) Keep work records on the Daily Time Sheets,
- (g) Keep Plant safety inspection records on the Daily Inspection Reports, and
- (h) Comply with the requirements of all Acts, regulations, ordinances and by-laws and the safety requirements in force on the Site.

3.7 Dry Hired Plant

- (a) When the Plant is hired without an Operator, Council is responsible for:
 - (i) Assigning a competent operator to operate the Plant,
 - (ii) Completion of the Daily Inspection Report, and
 - (iii) The supply and replenishment of fuel, oil and grease only.
- (b) Service Providers hiring water tanks to Council for the Works must comply with the requirements of the relevant water authority and Water Act 1912
- (c) Any unusual requirements in relation to obtaining water for Council works will be notified by the Supervisor.

3.8 Substitution of Operator

The Service Provider may substitute another Operator but only if:

- (a) An appropriate accreditation of competency (where applicable) has been forwarded to Council prior to the new Operator commencing work, and
- (b) The Council is satisfied that the new Operator has received the WHS and Environmental Training.

3.9 Duration of Hire

- (a) The anticipated duration of the hire for the project is as stated in the request.
- (b) Council may alter the duration of a hire by oral notice to the Service Provider, effective immediately. Contract conditions apply to any extension of the hire.
- (c) The minimum hire period for each shift, including weekends, is four hours.
- (d) Subject to any express provisions within this agreement the Council will not shorten the duration of a hire in favour of another supplier where the anticipated hire specified by the Council is less than four weeks.
- (e) The Service Provider may not bring a hire to an end before the time of the expiration of the anticipated period of hire specified by Council without the prior written consent of Council.

- (f) Where Council brings a hire to an end before the time of the expiration of the anticipated period of hire specified by Council, the Service Provider is not entitled to any other expenses or damages incurred or suffered as a result of the termination.

4. Service Provider's Obligations

4.1 General Service Provider Obligations

- (a) Act with Diligence - perform the Wet and Dry Plant Hire Services in accordance with this contract in a diligent and competent manner and with all reasonable skill and care.
- (b) Provide Resources - provide, manage and maintain sufficient resources including human resource to enable it to fulfil its obligations under this contract.
- (c) Maintain Licenses - procure and maintain all licenses required from all regulatory authorities, for the provision by the supplier of the plant hire services.
- (d) Maintenance - provide all personnel, tools and facilities necessary to ensure all Plant is maintained and fit for purpose. As far as practicable, all adjustments and repairs must be carried out when the Plant is not required to work for Council.
- (e) Comply with Laws - comply with any laws applicable to the supply of the Plant Hire Services and particularly the Workplace Health & Safety Requirements and Environment Requirements.

4.2 Prior to Hire

The Service Provider must:

- (a) Inspect the Plant prior to hiring it to Council to ensure that it is fit for purpose,
- (b) Supply and maintain the Plant during the hire in a condition which minimises risks to health and safety and to the environment,
- (c) Maintain records of maintenance and repairs carried out on the equipment,
- (d) Ensure registration and insurance is maintained on any hired equipment.

4.3 Competency of Operators

The Service Provider must:

- (a) Ensure that the Operator is competent and has received WHS and Environmental Training,
- (b) Ensure that the Operator has been trained in the safe operation of the Plant and is accredited as competent (where applicable).

5. Plant Hire Rates

5.1 Plant Hire with an operator

- (a) Plant hire with an Operator will be paid on the basis of either an A Rate or a B Rate. Only one rate is payable for any given period.
- (b) The A Rate is payable when Plant ordered with an Operator is in operation on the Site or is moving between Sites under its own power. The following conditions apply to the A Rate:
 - (i) The A Rate is payable for the hours that the equipment worked, as recorded on the Daily Time Sheet, between 6.00 a.m. and 6.00 p.m. Monday to Friday inclusive, excluding public holidays and accrued days off,
- (c) The B Rate is payable when Plant ordered with an Operator is available for work under any of the following circumstances:
 - (i) When the Plant is being transported, other than under its own power, from a Site to another Site,
 - (ii) When, due to weather or at the direction of Council, the Plant is not worked for a full shift, then the difference between the time payable at A Rate and the duration of the shift is paid at B Rate,
 - (iii) If Council determines at the start of a normal shift that work is not possible on a particular day because of unsuitable site conditions, or for any other reason, the Service Provider is only entitled to payment for 4 hours, B Rate.

Council will advise the Service Provider of any decisions relating to cessation of work. Any re-establishment costs incurred by the Service Provider in relation to the cessation of work must be borne by the Service Provider.

- (d) Payment of attachments will be paid in addition to that of the plant, but only for the hours/weeks that the attachment is used, at the tendered rate,
- (e) Where a combination unit is hired, the tipper truck and/or transport trailer will only be paid the combination unit rate for the actual time the truck is driven by the operator. An additional B Rate payment for the Backhoe/Skid Steer Loader is also applicable,
- (f) All times are calculated to the nearest 0.25 of an hour.

5.2 Plant hire without an operator

- (a) Plant hired without an Operator will be paid on the basis of a C Rate.
- (b) The weekly C rate is payable for all time that Plant ordered without an Operator is on hire and in working order:
 - (i) Whether in use or not, and
 - (ii) Irrespective of the hours used.
- (c) Where the hire involves a part of a week, payment is made for each day in excess of whole weeks at 0.2 of the weekly rate.

Payment for attachments will be paid in addition to that of the plant, but only for the hours/weeks that the attachment is used, at the tendered rate.

If the plant is idle due to breakdown for more than four hours in a week, the amount payable for that week is reduced by an amount equal to 0.025 of the weekly C Rate for each whole hour, including the first four hours that the plant is idle. The Service Provider agrees that this is a reasonable estimation of Council loss.

5.3 Trucks – Haulage of Quarry Products

Council may request a quotation based on a tonnage rate for haul of quarry products. This will be facilitated via vendor panel.

6. Plant Operators – Wet Hire

- (a) Council is entitled to:
 - (i) Assess or re-assess the competence of an Operator at any time during the period of hire, and
 - (ii) Examine the Operator's driver's license or other accreditation applicable to the Plant being operated
 - (iii) The Service Provider must, at its cost, make the Operator available for assessment and induction training prior to the commencement of hire, or at any time during the hire as reasonably required by Council.
- (b) Where an Operator fails to meet any of the competency requirements, Council may, in its absolute discretion, do any one or more of the following:
 - (i) Direct the Service Provider to provide a substitute Operator,
 - (ii) Direct the Service Provider to remove the Plant from the site,
 - (iii) Take any other relevant action.
- (c) If at any time during the hire, Council:
 - (i) Forms the opinion that the Operator is not competent,
 - (ii) Forms the opinion that the Operator is dangerous for site safety, or
 - (iii) Is dissatisfied with the Operator for any reason,
- (d) If Council suffers additional costs because an Operator fails to meet the Operator competency requirements, Council may recover these costs from the Service Provider.

7. Substitution of Plant

7.1 Substitution by Service Provider

- (a) When the Plant is on hire, the Service Provider may substitute another equivalent item of Plant if:

- (i) In the opinion of Council, the Plant becomes unserviceable, or
 - (ii) The Plant is sold or disposed of.
- (b) The substitution may only be made if:
- (i) Council is notified in writing and supplied with full details of the replacement equipment,
 - (ii) The substitute plant is at least equivalent to the original equipment,
 - (iii) The substitute Plant is already on the Preferred Priority List, and
 - (iv) The same Contract Rate applies.
- (c) Upon substitution and for the duration of the substitution, all the provisions relating to the original Plant apply to the substitute equipment.
- (d) Council will not accept a substitute Plant and/or combination unit at the commencement of a hire instead of the Plant described on the priority list.

7.2 Substitution by Council

- (a) Council is entitled to inspect and evaluate equipment, accessories, attachments and combination units at any time after acceptance of tenders and during the Contract Term.
- (b) The Service Provider must make the equipment, accessories, attachments and combination units available for inspection at any time prior to, or within, a hire period,
- (c) Personnel nominated by Council will inspect equipment, accessories, attachments and combination units and assess them as fit for purpose,
- (d) Council may direct the Service Provider to substitute the equipment where the equipment is deemed not fit for purpose with another item from the Preferred Service Providers list at the same Contract Rate as the originally hired piece of equipment. Where the equipment cannot be substituted in a timely fashion, Council may, in its absolute discretion, off-hire the equipment on the basis that it is not fit for purpose.

8. Changing Information

- (a) The Service Provider may request Council to change the following Plant information, provided that 10 business days prior written notice is given to

Council and provided satisfactory evidence accompanies the request that the insurance policy documents have been properly amended:

- (i) Replace an item of Plant with plant of the same type and a capacity not less than the original equipment, for the same Contract Rate as the tendered item, and/or
- (ii) Delete existing equipment, and/or
- (iii) Add, delete or change accessories and/or attachments.

Council will consider the request and, if acceptable, make appropriate changes on the Preferred Service Providers List. Council will advise the Service Provider of any change requests that are not accepted.

- (b) If the Service Provider has legally changed its name it must immediately notify the Council in writing and supply a copy of the Certificate of Registration on Change of Name to Council.
- (c) If Plant already on the Preferred Service Providers List is acquired by another supplier who is already on the List, the Plant may be transferred and the List amended accordingly. Written advice from both parties is required.
- (d) If Plant already on the Preferred Service Providers List is acquired by a supplier who is not on the List, the Plant will be removed from the Preferred Service Providers List.

9. Invoicing and Payment

The Service Provider shall provide Council with an invoice for all services within 14 days from the last day of each month of hire.

Subject to any adjustments, Council must pay the Service Provider in accordance with the Contract Rates in the Tender Form. All invoiced amounts and payments are to be in Australian currency (\$AUD).

10. Schedule 1

10.1 Performance Assessment Criteria

Council continually assess the performance of the Service Provider using all information obtained from current assessments and previous hires.

The following criteria will be used as a basis for assessing the Service Provider's performance:

- a) Whether Plant delivered to Council complies with relevant Plant Requirements
- b) Whether Operators provided by the Service Provider meet Operator Competency Requirements
- c) Acceptable levels of productivity achieved
- d) Presentation of the Daily Time Sheet, including job numbers and description of work
- e) Willingness to promptly respond to defects shown on the Inspection Reports
- f) Being readily contactable by Council
- g) WHS and Environmental performance
- h) Compliance with the Conditions of Contract
- i) Willingness to work in a co-operative manner and to provide a high level of customer service to Council at all times.

10.2 Non Conformance Notice

Should Council identify a non-conformance, the non-conformance will be investigated with the Service Providers nominated representative and corrective actions agreed. A Non-Conformance Notice will be issued to the Service Provider.

Service Providers may be removed from Council's Preferred Service Providers and prequalification list:

- a) If the Service Provider received multiple non-conformances
- b) If the Service Provider ignores the Non Conformance Notice and does not address corrective actions
- c) In the event of a severe non-conformance (as determined by the Council)

11. Schedule 2

11.1 Classification of Trucks

To meet the requirements of trucks, the waterline capacity of the body must be at least 0.66 cubic metres per tonne of legal carrying capacity. For example, if the legal carrying capacity is 12 tonne, then the body waterline capacity must be at least 8 cubic metres. If the truck does not meet this capacity, it will be entered categorised in a lower class.

For all Trucks and Trailer, Low Loader Float Combinations, provide details separately for each combination of truck/prime mover and trailer in the tender form.

For all classes provide details of make, model, chassis number, registration number, GVM/GCM, tare, legal carrying capacity and other relevant information in the tender form.

11.2 Water tankers

Water tankers must be classified at no higher than their maximum legal load. They may only be tendered in their nominal class and in no more than two classes lower than their nominal class.

Weighbridge tickets from a licensed weighbridge, for full and empty tanks and showing axle group configuration, must be attached to Water Tanker Details and submitted with tenders.

Council will assess information on the Water Tanker Details and determine whether the water tanker has been tendered in the correct legal class. As appropriate, the Service Provider will be advised of, and given an opportunity to correct any errors.

Water tankers listing “Cab Operated Spray Equipment” as an accessory must be able to control all spray functions from the operator’s position.

Service Providers must detail spray configuration (bar and / or fans) of water tankers

Item 1: Truck - Tippers and Semi Tippers	
Plant Classification Reference	Legal Carrying Capacity (Kg)
1.1	3000 - 4999
1.2	5000 - 9999
1.3	10000 – 11999
1.4	12000 – 14999

1.5	15000 – 17999
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Item 2:Truck - Tipper & Trailer (combination)	
Plant Classification Reference	Legal Carrying Capacity (Kg)
2.1	22000 – 24999
2.2	25000 – 27999
2.3	28000 - 32999
2.4	33000 +

Item 3:Truck - Side Tipper	
Plant Classification Reference	Legal Carrying Capacity (Kg)
3.1	All tonnages

Item 4:Truck - Low Loader Floats	
Plant Classification Reference	Legal Carrying Capacity (Kg)
4.1	<24999
4.2	25000 – 39999
4.3	40000 – 54999
4.4	55000 +

Item 5:Truck - Prime Mover	
Plant Classification Reference	Legal Carrying Capacity (Kg)
5.1	- Semi Trailer Configuration

Item 6:Truck – Water tankers	
Plant Classification Reference	Legal Carrying Capacity (Kg)
6.1	3000- 4999
6.2	5000 – 9999
6.3	10000 – 12999
6.4	13000 – 14999
6.5	15000 – 18000

11.3 Classification of Plant

The tables below are used to classify items on plant.

11.4 Special requirements for Specific Types of Plant

The Service Provider must make provision to meet these requirements, wherever applicable, when submitting its tender.

1. **Multi tyred rollers** are classified by the manufacturer’s stated maximum operating weight and can only be tendered in the classification corresponding to this weight. De-ballasted rollers cannot be tendered in a lesser weight classification.
2. **Air conditioned equipment** - Plant with fully enclosed air conditioned/heated cabins will be given preference when hiring plant.
3. **Combination Unit –**
 - a. Provide details of registration, chassis number and legal carrying capacity for the Tipper Truck and/or Transport Trailer, in the line below the Backhoe/Skid Steer Loader details on the tender form.
 - b. Where a Backhoe or Excavator or Skid Steer Loader is hired as a Combination Unit with a tipper, the Operator must enter the number of hours which the Tipper Truck and/or Transport Trailer was actually used on the Hire Plant Daily Timesheet (in the Attachments column) prior to having it authorised by the Supervisor.
4. **Cranes** - The hourly hire rates for Cranes must clearly state whether these rates include the cost of all necessary “Dogman” to operate that Crane.

Item 7 – Excavators Crawler	
Plant Classification Reference	Mass (Kg)
7.1	>8000
7.2	12000 - 15000
7.3	19000 – 20999
7.4	21000 – 23000
7.5	28000 – 31999
7.6	32000 +

Item 8 – Telescopic Materials Handler	
Plant Classification Reference	Max lift capacity (Kg)
8.1	Any Size

Item 9 – Grader	
Plant Classification Reference	Blade Length
9.1	10 foot / 3.0m
9.2	12 foot / 3.6m
9.3	14 foot / 4.2m

Item 10 – Loader Wheeled	
Plant Classification Reference	Max Tipping Load (Kg)
10.1	1000 - 3499
10.2	3500 - 4499
10.3	4500 – 6499
10.4	6500 – 8500

Item 11 – Skid Steer	
Plant Classification Reference	Operating Load (Kg)
11.1	3000 - 3999
11.2	4000 - 4999
11.3	5000 – 5999
11.4	6000 +

Item 12 – Bulldozer Crawler	
Plant Classification Reference	Mass (Kg)
12.1	12000 – 13999
12.2	14000 - 19999
12.3	20000 – 28999
12.4	29000 – 43999
12.5	44000 - 58000

Item 13 – Rollers – Self Propelled Walk Behind	
Plant Classification Reference	Mass (Kg)
13.1	Padfoot any weight
13.2	Smooth Drum any weight

Item 14 – Rollers – Self Propelled Pneumatic Multi Tyre	
Plant Classification Reference	Operating Mass fully ballasted (Kg)
14.1	20000 - 25000

Item 15 – Rollers – Self Propelled Vibrating Smooth Drum	
Plant Classification Reference	Operating Mass (Kg)
15.1	12000 – 14999
15.2	15000 – 17999
15.3	18000 - 22000

Item 16 – Rollers – Self Propelled Vibrating Padfoot	
Plant Classification Reference	Operating Mass fully ballasted (Kg)
16.1	12000 – 14999
16.2	15000 – 17999
16.3	18000 - 22000

Item 17 – Stabiliser	
Plant Classification Reference	Drum width (m)
18.2	2 – 2.5

Item 18 – Spreading Trucks	
Plant Classification Reference	Legal Carrying Capacity (Kg)
18.1	13000 - 16000

Item 19 – Mobile Cranes	
Plant Classification Reference	Maximum capacity (tonnes)
19.1	15 < 20
19.2	20 < 25
19.3	25 < 35
19.4	35 < 50
19.5	50 < 70
19.6	70 < 90
19.7	90 +

11.5 Plant Attachments

There is provision in Appendix A, Additional Service Provider Application to provide details on attachments that may be used with the tendered plant. These may include for example, hammers, augers, grabs, GPS units.

12. Schedule 3

12.1 Work Place Health and Safety Requirements

Introduction

The requirements in this Schedule comply with those in the:

- (a) NSW Workplace Health & Safety Act and Regulations
- (b) NSW WorkCover Code of Practice for Occupational Health and Safety Induction Training in the Construction industry. (Whitecard)

The Service Provider is advised to become familiar with, and understand its responsibilities and obligations under the WHS Act and Regulation. The Service Providers' obligations under the law are not limited to the requirements stated in this document.

Service Providers' legal WHS duties with respect to Equipment

The Service Provider must ensure that Plant is safe and without risk to health and safety when properly used.

Record keeping

The Service Provider must keep and make available to Council, when requested:

- (a) Records of maintenance, inspection and alteration of Equipment,
- (b) Records that show how risks have been managed, including records of any tests carried out.

Maintenance, Inspection, Repair and Cleaning of Plant on the Council Site

The Service Provider must ensure that:

- (a) The necessary facilities and systems of work are provided and maintained so as to minimise the risks to health and safety of persons maintaining, inspecting, repairing or cleaning the Equipment,
- (b) All safety features and warning devices of Plant are maintained and tested by a competent person, and records are maintained,
- (c) All work is carried out by a competent person, and
- (d) Repairs to the Plant are carried out so as to retain the Plant within design limits.

Delivery and Removal of Equipment

The supplier must provide a safe system for delivering Plant to and removing Plant from the Site. The supplier must be able to provide evidence that the operator of the Plant and transport vehicle has been instructed in the safe system of work.

Delivery and removal of plant must be done in accordance with any particular site safety instructions stated by Council at the time of hire. Where a plant item is fitted with a ROPS the seat belt must be worn during loading and unloading.

Comply with requirements for site induction on arrival and comply with site safety rules on site including vehicle movement plans.

Risk management

The Service Provider, to the extent that it is in control of the design and construction of the Equipment, or modifications to the Equipment, must be able to show that WHS risks have been managed by:

- (a) Identifying potential hazards
- (b) Assessing the risks,
- (c) Controlling risks to the Operator and others by, for example:
 - (i) Making or modifying the Plant in such a way that hazards are eliminated,
 - (ii) Providing guards, cut-outs switches, fail safe devices, etc. to minimise the risks during operation and maintenance,
 - (iii) Providing safety plant such as warning devices,
 - (iv) Reducing the severity of hazards such as noise and vibration,
 - (v) Providing safe access and egress,
 - (vi) Providing information about potential hazards and how the Plant may be used safely, including operator's manuals.

3. Service Providers' legal WHS duties with respect to the Operator

Before an operator commences work, the Service Provider must:

- (a) Provide and maintain systems of work that are safe and without risk to health.

The Service Provider has a corresponding right to information about the work to be carried out, work procedures and safety management systems on the Council site.

The Supervisor will provide this information on request or during site induction.

- (b) Provide the Operator with the necessary training/instruction to ensure health and safety whilst operating the Plant (refer to Operator Competency Requirements),
- (c) Provide the operator with:
 - (i) General WHS induction training, and
 - (ii) relevant work activity WHS induction training in accordance with the Construction Safety Amendment (Amenities and Training) Regulation 1998 and the WorkCover Code of Practice – Workplace Health and Safety Induction Training for Construction Work. An Operator must have available for inspection records of such WHS induction.
- (d) Keep records of all training provided to the Operator and supply copies of such records to Council on request.
- (e) Provide the Operator with safety boots, high visibility vest, hearing protection and any other personal protective clothing and plant required by Council's WHS/UV Policies to ensure safety whilst operating the Equipment,
- (f) Ensure that the Operator holds the necessary certificates and/or licenses to operate the Equipment.

On starting work the Service Provider must ensure that the Operator:

- a) Attends site meetings and training sessions as directed by Council.
- b) Undertakes daily pre-start Plant inspections and keeps records in the Daily Inspection Report Book and makes these records available on request
- c) Observes site safety rules.
- d) Complies with the Operator Competency Requirements at all times.

12.2 Environmental Requirements

Introduction

The Service Providers' legal environmental duties most relevant to the provision of Hired Plant are contained in the following legislation and associated regulations:

- (a) Protection of the Environment Operations Act 1997, and
- (b) Waste Avoidance and Resource Recovery Act 2001.

The Service Provider is advised to become familiar with the contents of, and understand its responsibilities and obligations under these Acts. The Service Providers obligations under the law are not limited to the requirements stated in this document.

Service Providers' environmental responsibilities with respect to Equipment

The Service Provider must ensure that:

- (a) The use of the Plant does not pose any risk to the environment. The risk specifically relates to exhaust and noise emissions to the surrounding environment.
- (b) The necessary facilities and systems of work are provided and maintained to minimise the risks to the environment whilst transporting, maintaining, inspecting, servicing, repairing or cleaning the Plant on the Council site.
- (c) All transporting, maintaining, inspecting, servicing, repairing or cleaning work on Plant is carried out by a competent personnel.
- (d) Records of maintenance, inspections, service and repair of Plant are kept and made available to the Council when requested.

Service Provider's environmental responsibilities with respect to the Operator

Where the Plant is supplied with an Operator, the Service Provider must:

- (a) Provide and maintain systems of work that are without risk to the environment.

The Service Provider has a corresponding right to information about the work to be carried out, work procedures and environmental management systems on the Council site. The Supervisor will provide this information on request.

- (b) Provide the Operator with the necessary training/instruction to ensure environmental protection whilst operating the Equipment
- (c) Keep records of all training provided to the Operator and supply copies of such records to Council on request.

13. Appendix A – Additional Service Provider Application Form

13.1 Additional Service Provider Details

NAME OF ORGANISATION SUBMITTING THE APPLICATION:	
ABN:	
ACN:	
TRADING NAME (IF APPLICABLE – IF 'NO', PLEASE STATE NA)	
BUSINESS ADDRESS:	
WEBSITE:	
PLANT CONTACT PERSON	Name: Position: Phone No: Mobile Phone No: Email:

14. Account Information

ACCOUNTS CONTACT PERSON	Name: Position:
-------------------------	------------------------

	Phone no: Mobile phone no: Email:
ACCOUNT DETAILS	Bank Name: Account Name: BSB: Account No:

14.1 Additional Service Providers Undertakings

The Service Provider hereby acknowledges the Additional Service Provider information provided in Part 1 (under separate cover) and all supporting information.

The Additional Service Provider certifies that all details submitted in this application are correct and agrees to abide by all conditions set out in Part 1.

The Additional Service Provider agrees to and understands that they must not amend the information in this application other than entering the information requested by the Principal. The Additional Service Provider will in no way tamper with the information requested by adding or deleting any information requested by the Principal in this Application document .

The Additional Service Provider authorises:

- The Principal’s representative to conduct investigations to verify the statements and information submitted and clarify any aspect of this application; and
- Any person or organisation to furnish information deemed necessary and requested by the Principal to verify the Additional Service Provider’s competence and standing.

15. Compliance Requirements

Please submit the information specified below.

<p>Does the Additional Service Provider maintain a current \$20m public liability insurance policy?</p>	<p><i>Yes or No (please circle)</i></p> <p><i>If yes please enclose copies of:</i></p> <p>Policy Disclosure Statement</p> <p>Full Policy Schedule</p> <p>Full Policy Wording</p> <p>Certificate of Currency</p>
<p>Does the Additional Service Provider maintain a current comprehensive motor vehicle insurance policy for all vehicles used on business relating to this application?</p>	<p><i>Yes or No (please circle)</i></p> <p><i>If yes please enclose copies of:</i></p> <p>Certificate of Currency</p>
<p>Are all vehicles used on business relating to this application currently registered with an Australian motoring organisation ie NSW RMS</p>	<p><i>Yes or No (please circle)</i></p>
<p>Does the Additional Service Provider have a Certificate of Currency evidencing the maintenance of a current policy for workers compensation insurance?</p>	<p><i>Yes or No (please circle)</i></p> <p><i>If yes please enclose copies of:</i></p> <p>Certificate of Currency</p>
<p>Have you included a copy of your employees Construction Induction Cards and relevant licences</p>	<p><i>Yes or No (please circle)</i></p>
<p>Do you commit to all employees undertaking the Local Government Centroc Induction prior to entering any Council site</p>	<p><i>Yes or No (please circle)</i></p> <p><i>If the induction has already been undertaken by your employees, please provide a copy of each employees induction card</i></p>

16. Non Conformance Reporting

Has the Additional Service Provider, within the last twelve months/two years received a non-conformance notification from Council?

<p>Has the Additional Service Provider within the last twelve months/two years received a non-conformance notification from the Principal?</p>	<p><i>Yes or No (please circle)</i></p> <p><i>If yes please provide details here</i></p>
--	--

17. Tendered Plant Rates

17.1 Trucks

Line Item	Plant Description	Plant Classification Reference (Refer to Information Booklet)	Make	Model	Registration number	Year	Rate A (hourly) Excl GST	Rate B (hourly) Excl GST	Rate C (weekly) Excl GST
1									
2									
3									
4									
5									
6									
7									
8									
9									

17.2 Water Trucks

Line Item	Plant Description	Plant Classification Reference (Refer to Information Booklet)	Make	Model	Registration number	Year	Spray Configuration	Rate A (hourly) Excl GST	Rate B (hourly) Excl GST	Rate C (weekly) Excl GST
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										

17.3 Plant

Line Item	Plant Description	Plant Classification Reference (Refer to Information Booklet)	Make	Model	Registration number	Year of manufacture	Rate A (hourly) Excl GST	Rate B (hourly) Excl GST	Rate C (weekly) Excl GST
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									

18. Additional Service Providers Declaration

Complete the following Additional Service Provider Declaration form.

18.1 Additional Service Provider Declaration

By lodging this application I,

.....
(Name, address & occupation of the person making the Declaration)

.....

Make the following Declaration:

I am the of
(Position eg Managing Director) (Name & ABN of organisation)

(Service Provider) and have been authorised by the Service Provider to make the statements in this Declaration personally and on behalf of the Service Provider for their application as an Additional Service Provider.

- a) The Additional Service Provider:
 - I. Offers to supply the requirement:
 - Described in the Additional Service Provider Information booklet issued by the principal; and
 - At the prices provided in this application form;
 - II. Agrees to comply with obligations Additional Service Provider Information booklet and acknowledges and agrees with the principal's rights detailed in this booklet;
 - III. Has read and understood the requirements and agrees to abide the principals' Statement of Business Ethics;
 - IV. Confirms its capacity to make application for the requirement in the Additional Service Provider Information booklet and that there is no restriction under any relevant law to prevent it doing so; and
 - V. Consents to the principal undertaking checks in accordance with the Additional Service Provider Information booklet.
 - VI. Confirms its capacity to make application by way of financial viability.
- b) The application and associated pricing remains open for acceptance for 90 days from the date of receipt by Council.

- c) The Application has not been prepared with the improper assistance of employees or contractors, or former employees or contractors, of the Principal, or with improperly obtained information.
- d) The Additional Service Provider warrants that, at the time of submitting their Application, other than conflicts notified to the Principal, no conflict of interest exists, or is likely to arise, which would affect the performance of its obligations, if the Additional Service Provider were to enter into a contract.
- e) No express or implied contract has arisen between the Additional Service Provider and the Principal in relation to the Application.

I understand that a person who intentionally makes a false statement may be excluded from the procurement process, and I believe that the statements in this Declaration are true in every particular.

.....
NAME	SIGNATURE	POSITION	DATE
.....
WITNESS NAME	SIGNATURE		DATE

18.2 Subcontractors Statement

Council require a completed WorkCover NSW 'Subcontractors Statement' to be submitted with your application. You are required to print out this Subcontractor Statement for the WorkCover website, complete and return with your application. The currency of this statement is valid for the term of your contract with Council.

https://www.workcover.nsw.gov.au/data/assets/pdf_file/0019/15904/subcontractors_statement_5483.pdf