

REQUEST FOR PROPOSALS

Kimberley Ports Authority (KPA)

Lease - Port Drive East



**Closing Time: 21 April 2015 at 16:00 pm
(Western Standard Time)**

Contact Officer: Sean Mulhall

Commercial Manager
Kimberley Ports Authority
PO Box 46
Broome WA 6725

commercialmanager@kimberleyports.wa.gov.au

REQUEST FOR PROPOSALS – PORT DRIVE EAST

1. Background

- (a) KPA manages and controls the Port of Broome (**Port**) which includes land in close proximity to the Port. The Port is strategically placed to service growing industries in the Kimberley including:
 - (i) On-shore and off-shore oil and gas exploration and development;
 - (ii) Live cattle export;
 - (iii) Mineral export; and
 - (iv) General cargo import and export.
- (b) A copy of KPA's 2014 annual report is annexed to this Request for Proposals and marked "A".
- (c) KPA has obtained heritage and vegetation clearances over approximately 3 Ha of Land on the eastern side of Port Drive, approximately 1 kilometre from the base of the Port of Broome Wharf.
- (d) Approximately 0.75 Ha of land as depicted by the photographs and plans annexed and marked "B" is available for lease (**Land**).
- (e) KPA seeks proposals from parties interested in leasing the whole of the Land as a ground lease (**Lease**).
- (f) KPA is also willing to receive proposals from respondents who would prefer that KPA construct the improvements on the site and then lease the improved site to the respondent. This should be raised by separate correspondence.
- (g) KPA may offer to lease the land to the successful respondent on the terms and conditions set out in the model lease attached as Annexure "C" (**Model Lease**).
- (h) The Land is adjacent to Port Drive which is a main road. An Existing Services Report is annexed to this Request for Proposals and marked "D". If the respondent is likely to have special requirements in relation to power or water, then the requirements are to be specified in the Requests for Proposal response.

2. Information and Deemed Warranty by Respondents

- (a) The information in this Request for Proposals is provided for the convenience of respondents. While KPA has taken reasonable steps to ensure that the information is accurate, it cannot and does not represent or guarantee the accuracy or completeness of the information.
- (b) Respondents should use the information provided for general guidance only. In submitting proposals, each respondent will be deemed to warrant that it has not relied on the information provided and has undertaken its own investigations into, and fully accepts, the risks involved in leasing the Land from KPA.

3. Scope of Proposed Agreement

3.1 Basic Agreement terms and conditions

- (a) KPA is considering leasing the Land on terms which will include the following:
- (i) **Term:** A term inclusive of options of up to **30** years will be considered;
 - (ii) **Permitted Use:** Port related services. It is an essential requirement that the services offered by the respondent facilitate trade through the Port;
 - (iii) **Rent:** Respondents to propose a rent on an unimproved ground rental basis;
 - (iv) **Outgoings:** Respondent to pay for all outgoings including telecommunications, water and power consumed;
 - (v) **Operating Expenses:** Rates and Taxes (As defined in the Lease) are payable by the respondent. An estimate of the Rates and Taxes is annexed and marked "E";
 - (vi) **Clearances:**
 - A. The land has been physically cleared by KPA in accordance with the heritage and environmental approvals obtained.
 - B. Respondent to bear the costs of an environmental survey to establish baselines before the lease commences and at the expiration of the lease;
 - (vii) **Services Connection:** The Respondent will need to pay the costs associated with connecting to services, which run past the Land. Please note that the Land will need to be connected to KPA's biotreatment facility at the respondent's cost should the facility be constructed. In the interim, the respondent would need to construct a septic tank or other waste treatment facility which meets Shire of Broome and KPA requirements;
 - (viii) **Development Period:** Land is to be developed within 1 year from the date of signing the Lease;
 - (ix) **Performance Guarantee:** A bank guarantee equivalent to 3 months rent plus GST will be required;
 - (x) **Water Drainage:** KPA has designed an overall stormwater management plan for Port Drive East. The Respondent will need to ensure that the water drainage system for the Land complies with KPA's Tenant Environmental Management Requirements (**TEMR**) a copy of which is annexed and marked "F" minimises outflow and that systems are in place to control pollution;
 - (xi) **Crossovers:** KPA has Main Roads approvals for the crossovers as depicted on the plan enclosed with this RFP. The crossover on the western side of the premises has been constructed. The respondent will need to construct the crossover on the southern side of the premises at its cost; and
 - (xi) **Environment:** At a minimum the Respondent will need to meet the

standards set in KPA's TEMR.

- (b) The terms and conditions of the KPA's preferred Lease are set out in the Model Lease, a copy of which is annexed and marked "C".

4. Process

If KPA is satisfied with the proposal process, it is the intention of KPA to select one or more preferred proposals from the submissions received and to then negotiate with the preferred respondent or respondents in relation to the terms of a written agreement that is acceptable to KPA and based substantially on the Model Lease.

Selection as a preferred respondent will not mean that the respondent will be awarded an agreement or contract of any kind and will not mean that KPA has accepted or will accept any of the terms or conditions specified by any preferred respondent in its proposal.

KPA is under no obligation of any kind to select any proposals submitted during the proposal process as a preferred proposal and KPA is not bound to select the highest rental proposal as a preferred proposal and may reject any or all proposals submitted.

Any selection of one or more preferred proposals by KPA will be based on, amongst other things, KPA's assessment of submissions in response to the following criteria (set out in no particular order of priority) together with an assessment of other information provided in response to each request outlined in the schedules to this Request for Proposals:

- (a) the Rent proposed;
- (b) the proposed use including extent that the use of the premises will increase trade over the Port of Broome wharf;
- (c) respondent's occupational health and safety policies and history;
- (d) respondent's environmental management systems and history of environmental management;
- (e) the quality assurance provisions proposed. In this regard, some preference may be given by the KPA to respondents who, amongst other things, have in place a recognised Quality Assurance Accreditation;
- (f) whether the respondent is a local business operator;
- (g) the respondents financial capacity;
- (h) the date on which the respondent would be able to complete the development of the Land; and
- (i) the number and range of changes requested to the Model Lease and ability of the respondent to meet KPA's insurance requirements.

The KPA reserves the right at any time to postpone, cancel, abandon, vary, supplement or replace any process that may be initiated by this Request for Proposals.

5. No contract is binding until written and executed

No lease or contract of any kind shall arise between KPA and any respondent unless and until the terms of a written agreement that are acceptable to KPA have all been reduced to writing in a

single document and signed by both KPA and the successful respondent.

6. Proposals and Schedules

All proposals must be in writing in order to constitute a conforming proposal and each respondent must complete each schedule to this Request for Proposals.

7. Closing Time and Date and Method of Submitting Proposals

(a) The closing time and date for the submission of proposals is:

21 April 2015 at 16:00 pm (Western Standard Time)

(b) Proposals are to be marked:

Port Drive East Request for Proposals

Confidential

Sean Mulhall

Commercial Manager

Kimberley Ports Authority

PO Box 46

Broome WA 6725

commercialmanger@kimberleyports.wa.gov.au

(c) Respondents are urged to carefully read the clauses dealing with lodgement of proposals and late proposals. In order to avoid the disappointment resulting from rejection of a late proposal, respondents are advised:

- (i) to complete proposals well in advance of the closing date to allow time for mailing; and
- (ii) to ensure that courier services are given sufficient time to deliver proposals and that they confirm delivery.

(d) If in doubt call KPA's contact officer listed on the front page of this document for advice and assistance concerning lodgement.

8. Late Proposals

KPA, in its absolute discretion, may reject any proposal received after the stipulated closing time and KPA reserves its right to reject one or more late proposals and accept for consideration late proposals in its absolute discretion.

9. Proposal Costs

Respondents shall meet all costs of preparing and submitting proposals.

10. Uncompetitive Behaviour

By submitting a proposal, each respondent warrants that neither it nor any of its personnel or related entities have engaged in any uncompetitive behaviour or any other practice which denies or may deny legitimate business opportunities to other respondents or other participants in the proposal process including, but not limited to the following:

- (a) the payment of unsuccessful proposal fees to anyone;
- (b) the payment to anyone of monies, incentives or other concessions contingent upon the success of the proposal, which do not relate to the provision of *bona fide* services relevant to the proposal;
- (c) accept or provide secret commissions in any form;
- (d) collude in any way with any other respondent except for the purposes of lodging a consortium proposal;
- (e) submit or present any part of a proposal to deliberately give an advantage to another respondent;
- (f) enter into any commercial arrangements with any other respondents, contractors, sub-contractors, suppliers, agents or anyone else which may affect the efficacy of the proposal process; or
- (g) accept incentives to provide contracts or services of any kind to other respondents, contractors, sub-contractors or suppliers which may financially disadvantage KPA.

11. List of Documents to be Returned

Respondents are required to prepare a written proposal covering the points outlined in section 4 of this document. The following scheduled forms must also be completed in full and submitted with the written proposal as required by section 6 in order to constitute a conforming proposal. KPA may refuse to consider any proposal that is a non-conforming proposal.

- **Schedule 1** Executed Form of Proposal.
- **Schedule 2** Term and Rental
- **Schedule 3** Quality Assurance Provisions
- **Schedule 4** Insurance Cover
- **Schedule 5** Statutory Declaration
- **Schedule 6** Organisational Structure
- **Schedule 7** Respondent's Experience and Past Performance
- **Schedule 8** Proposed Sub Tenants
- **Schedule 9** Occupational, Health and Safety
- **Schedule 10** Environmental Management Plan
- **Schedule 11** Respondent's Requested Amendments to the Model Lease
- **Schedule 12** Respondent's ASIC Search
- **Schedule 13** Referees

12. Completion of Proposals

It is the responsibility of the respondent to ensure that all parts of this Request for Proposals document issued by KPA have been received and it is the respondent's responsibility to raise any queries concerning apparent ambiguities, contradictions or conflicting information.

13. Clarification of Proposals

The respondent may seek clarification of any part of this Request for Proposals from KPA. Questions should be directed in writing to KPA's contact officer as follows:

Sean Mulhall
Commercial Manager
Broome Port Authority
PO Box 46
Broome WA 6725

commercialmanger@kimberleyports.wa.gov.au

KPA may, on request, clarify aspects of this Request for Proposals in writing but is under no obligation to do so. Clarification responses by KPA may be distributed to other respondents in the form of an addendum to the Request for Proposals or in such other form as KPA sees fit.

14. Respondents to Inform Themselves

Without limiting anything else in this document, on submission of a proposal, respondents shall be deemed to:

- (a) have examined and understood the Request for Proposal documents and any other information made available by KPA to the respondent for the purpose of considering or submitting its proposal;
- (b) have examined and be fully aware of all information that could have been obtained by the making of reasonable inquiries relevant to all risks, contingencies, facts and circumstances that could affect the efficacy of the proposal and the respondent's willingness to enter into a Lease;
- (c) be satisfied as to the correctness and sufficiency of their proposals including proposed Rent and all matters and things necessary for the due and proper performance of the respondent's obligations under the Lease . Respondents must raise any queries, clarify issues or requirements and generally have a full understanding of the Request for Proposal before submitting proposals;
- (d) be satisfied the respondent is able to meet all costs associated with taking on a lease for the Land;
- (e) have a full understanding of KPA's objectives regarding the use of the Land.

15. Respondent Interview

KPA may require one or more respondents to attend interviews at KPA's offices during the proposal assessment period. The respondent shall bear all costs incurred by it in attending the interviews. Alternative arrangements (such as video conferencing) for overseas or interstate respondents may be arranged if KPA considers them appropriate. In addition, respondents may be asked to give an oral presentation to further explain the proposal.

16. Respondent's Identity

The identity of the respondent is fundamental to KPA. The respondent shall be the corporation or other legal entity named as the respondent and whose execution appears on Schedule 1.

17. No Assignment

By submitting a proposal, each respondent will be deemed to have agreed that its proposal is personal to, and is not capable of being assigned or transferred by, the respondent or any representative of the respondent.

18. No Masquerades

If the respondent is acting as agent or trustee for or jointly with another person, persons, corporation or corporations this must be fully disclosed by the respondent in the proposal. If the respondent fails to fully disclose the identity of all participants and the nature of its relationship to those participants, the respondent's proposal may not be considered by KPA. No one will have any right, title or interest in any agreement that arises out of the proposal process unless they have been fully disclosed to KPA in the relevant proposal.

19. Ownership of Proposal Responses

All documents, materials, articles and information submitted by the respondent as part of, or in support of a proposal shall become, upon submission, the absolute property of KPA and will not be returned to the respondent at the conclusion of the proposal process. However, the respondent shall be entitled to retain copyright and other intellectual property rights therein, unless otherwise provided in any agreement that arises out of any proposal.

20. Sub-Lease or Licence

Respondents must state if it is their intention to sub-lease or licence any part of the Land and if so, respondents must provide full details of each proposed sub-contractor in Schedule 8.

21. No Compensation

If, for whatever reason, KPA does not select any proposal as a preferred proposal, postpones, cancels or otherwise ceases any process initiated by this Request for Proposals or does not enter into any agreement for any reason then no respondent shall have any claim against KPA for any costs, losses or damages of any kind that may have been incurred in connection with or arising out of the preparation or submission of any proposal or any negotiations.

KPA may postpone, cancel or abandon the Request for Proposals process at any time for any reason. If, for whatever reason, KPA does postpone, cancel or abandon the Request for Proposals process then no respondent shall have any claim against KPA for any costs, losses or damages of any kind that the respondent may have incurred in connection with or arising out of the preparation or submission of any proposal.

Schedule 1 - Executed Form of Proposal (To be completed by respondents)

Proposal Name: Port Drive East

To: Sean Mulhall – Commercial Manager

Having examined the Request for Proposals document for the Lease Port Drive East from KPA we offer to enter into a lease as outlined in this proposal and the attached schedules.

We undertake that our proposal shall not be withdrawn by us before the expiration of **90 days** from the closing date for submission of proposals.

Name of corporation or legal entity proposing:

Address:

ACN

Tel No.....

Fax No.....

Signature of authorised representative and position:

Date.....

Schedule 2 - Term and Rental (*To be completed by respondents*)

Term

Proposed term:

(Refer to Item 6 of the Model Lease and section 3.2 of the Request for Proposals).

Rental

Respondents are required to show clear details of the proposed rental for the premises.

GST

All fees are to be GST exclusive.

Schedule 3 - Quality Assurance Provisions (*To be completed by respondents*)

Respondents are required to outline their quality assurance accreditation (if any).

Respondents are also required to outline their proposal for ensuring quality control in relation to their compliance with the provisions of the Model Lease.

Schedule 4 - Insurance Cover (*To be completed by respondents*)

Respondents are required to confirm that they will obtain the insurance set out in the Model Lease.

Respondent

Date

Schedule 5 - Statutory Declaration (To be completed by respondents)

COLLUSIVE CONDUCT STATUTORY DECLARATION

I,
(full name, address and occupation of person making the declaration)

sincerely declare as follows -

In respect of the Request for Proposals for the lease of Port Drive East by
..... **(the Respondent)**

.....
(the Proposal) or any licence or contract arising from the Proposal:

- 1 I hold the position ofand am duly authorised by the Respondent to make this declaration on its behalf.
- 2 To the best of my knowledge neither the Respondent nor any of its servants or agents had any knowledge of the terms of any other respondent prior to submitting the Proposal nor has the Respondent or any of its servants or agents disclosed to any other respondent the Proposal prior to the closing of proposals.
- 3 The Respondent submitted the Proposal in good faith and to the best of my knowledge is complete and accurate in all respects.
- 4 As at the date of this declaration, the Respondent intends to do the work the subject of the Proposal if it is successful.
- 5 To the best of my knowledge neither the Respondent nor any of its servants or agents has entered into any contract, arrangement or understanding having the result that, in the event that the Respondent is successful in the Proposal, it will pay to any unsuccessful respondent any monies in respect of or in relation to the Proposal or any subsequent licence or contract.

This declaration is true and I know that it is an offence to make a declaration knowing that it is false in a material particular.

This declaration is made under the Oaths, Affidavits and Statutory Declarations Act 2005

at..... on.....by -
(place) (date)

.....
(Signature of person making the declaration)

in the presence of -

.....
(Signature of authorised witness)

.....
(Full name, address and qualification of authorised witness)

Schedule 6 - Organisational Structure (*To be completed by respondents*)

Respondents should provide details of its most recent audited financial statements showing a clear description of the organisational structure and the financial capability of the organisation and the organisational structure that will apply to tenancy. The respondent should also specify their registered office and principal place of business. If a trust is involved then a stamped copy of the relevant trust deed must be included.

Schedule 7 - Respondent's Experience and Past Performance (*To be completed by the respondents*)

The respondent must set out below a history of its recent experience in providing port related services and past performance as a tenant. In particular the respondent is to detail any breaches of lease by the respondent or disputes which the respondent has had with other landlords and how these disputes were resolved.

Schedule 8 - Proposed Sub Tenants *(To be completed by the respondents)*

Schedule 9 - Occupational, Health and Safety (To be completed by respondents)

Respondents should provide details of their existing occupational, health and safety (OHS) systems and outline the potential safety controls that will be implemented when operating at Broome Port.

The Respondent shall submit the following documentation in relation to OHS

1. completed "OHS Questionnaire", which should demonstrate:
 - i) that OHS has been adequately addressed in the RFP submission;
 - ii) that appropriate resources are allocated to control and manage the major OHS risks;
 - iii) that the Respondent is competent to carry out the proposed activity on the Land ; and
 - iv) that the work will be carried out in compliance with relevant OHS legislation and standards.
2. a copy of their OHS policy;
3. a copy of an OHS plan for a similar leased premises; and
4. a copy of their current workers compensation insurance certificate.

OHS Questionnaire

Notes:

- this questionnaire to be completed by all Respondents at submission of Proposals
- this information is for RFP evaluation purposes and will not form part of the Contract

PART A – GENERAL
1. Please submit a copy of the company’s Occupational Health and Safety Policy.
2. Is the company’s OHS system accredited to AS 4801 or equivalent? (specify)
3. Please submit a copy of your company’s OHS manual/plan (or similar document) from a similar project that demonstrates the organisations safety systems and commitment, the hazards identified in relation to the project and the controls that were implemented. The plan should include, for example:
<ul style="list-style-type: none">• information on the company’s OHS management system ;• project specific induction process;• specific project hazard and controls including how they were identified and recorded;• hazard and incident reporting process;• training and competency process;• site and project monitoring, inspection, audit and review; and• system in place for specific task safety procedures i.e. JHA or SWMS.
Note: if the plan does not cover one or more of the above items which is covered in a separate organisational procedure, please attach this documentation.

4. Who has overall responsibility for OHS in your company?	
Name:	
Qualifications:	
Position:	
Reporting to:	
5. Who will be nominated to provide specific OHS advice for this contract?	
Name:	
Qualifications:	
Position:	
Reporting to:	
6. How frequently do you audit your OHS system?	
7. Can you please provide your OHS statistics (including major incidents, incidents reported to WorkSafe and lost time injury frequency rate) for the last three years?	
Year	
2013	
2012	
2011	
8. What procedures will you follow for selecting and controlling sub-contractors with respect to OHS?	

PART B – SITE OPERATIONS
1. How will you train and communicate the safety plan to personnel, including their specific responsibilities, on site?
2. Do you have a process for management of change in the event that a new hazard or risk is identified during the project requiring a change to the plan or process?
3. What procedures will be implemented to exclude unauthorised persons from the site?

4. How will you ensure and record that all persons on site are complying with your OHS requirements during the term of the lease?	
5. How will OHS information and instructions be communicated to:	
Your employees?	
Your sub-contractors?	
Employees of Kimberley Ports Authority?	
Other Port users?	
6. What process will you use to control simultaneous operations and concurrent activities?	
7. How will you control or reduce the occupational hygiene hazards that are associated with your operations?	
8. What are your proposed emergency procedures? (include a list of proposed resources that will be on site for use in emergencies)	

Schedule 10 – Environmental Management Plan (To be completed by respondents)

Respondents should provide details of their existing environmental management systems and outline the potential environmental management procedures for operations at Broome Port. Respondents are encouraged to review the TEMR and Contractor’s Handbook (the Contractor’s Handbook is available on request) prior to preparing their own management procedures.

The Respondent shall submit the following details relating to environment:

1. completed “environment questionnaire”, which should demonstrate:
 - v) that environmental management has been adequately addressed in the RFP submission;
 - vi) that appropriate resources are allocated to control and manage the major environmental risks;
 - vii) that the Respondent is competent to carry out the work; and
 - viii) that the work will be carried out in compliance with relevant environmental legislation and standards;
2. a copy of their environment policy; and
3. a copy of an environment management plan for a similar project.

Environment Questionnaire

Notes:

- this questionnaire to be completed by all Respondents at submission of Proposals
- this information is for RFP evaluation purposes and will not form part of the Contract

PART A – GENERAL
1. Please submit a copy of the company’s environment policy
2. Is the company’s environmental management system accredited to AS/NZS ISO 14001 or equivalent? (specify)
3. Please submit a copy of your company’s environmental management plan (or similar document) from a similar project. The plan should demonstrate the organisation’s commitment to environmental management, provide an overview of the environmental management systems in place and outline the environmental impacts and controls that were identified and implemented. The plan should include, for example: <ul style="list-style-type: none">• organisational environment objectives and targets;• the project specific environmental aspects and impacts and the environmental management controls;• hazardous substances/dangerous goods management;• waste management procedures;• environmental reporting procedures; and• spill prevention and response.
Note: if the plan does not cover one or more of the above items which is covered in a separate

organisational procedure, please attach this documentation.	
4. Who has overall responsibility for environment in your company?	
Name:	
Qualifications:	
Position:	
Reporting to:	
5. Who will be nominated to provide specific environmental advice for this contract?	
Name:	
Qualifications:	
Position:	
Reporting to:	
6. How frequently do you audit your environmental management system?	
7. Can you please provide your environmental statistics (including any major incidents or incidents reported to the regulator) for the last three years?	
Year	
2014	
2013	
2012	
8. What procedures will you follow for selecting and controlling sub-contractors with respect to your environmental requirements?	

PART B – SITE OPERATIONS
1. How will you train and communicate the project environmental plan to personnel, including their specific responsibilities, on site?
2. Do you have a process for management of change in the event that a new environmental aspect or impact is identified during the lease term requiring a change to the plan or process?

3. How will you ensure and record that all persons on site are complying with your environmental requirements during the lease term?	
4. How will relevant environmental information and procedures relating to environmental management be communicated to:	
Your employees?	
Your sub-contractors?	
Employees of Kimberley Ports Authority?	
Other Port users?	
5. How will you Eliminate control or reduce the impact from:	
Discharge to the environment:	
Waste:	
Dust:	
Noise:	
Other identified environmental conditions:	

Schedule 11 - Respondent's Requested Amendments to the Model Lease (To be completed by the respondents)

If the respondent wishes to request any amendments to the **Model Lease** it should provide the clause number it is seeking to amend, the requested amendment and the reason the requested amendment is required.

The KPA is not obliged to accept any requested amendments to the **Model Lease**. Respondents are referred to section 4.

Clause number	Requested amendment	Reason for requested amendment
1		
2		
3		
4		

Schedule 12 - Respondent's ASIC Search (*To be provided by the respondents*)

If the respondent is a company it must provide a recent search report of its ASIC records along with a copy of the relevant Certificate of Company Incorporation.

Schedule 13 – Referees (*To be completed by the respondents*)

Respondents shall provide the names and contact details of three referees who can attest to the Respondent's skills, experience and performance on works comparable to the scope of the Project.

Respondents should obtain their referees' consent to act as a referee prior to submitting their proposal.

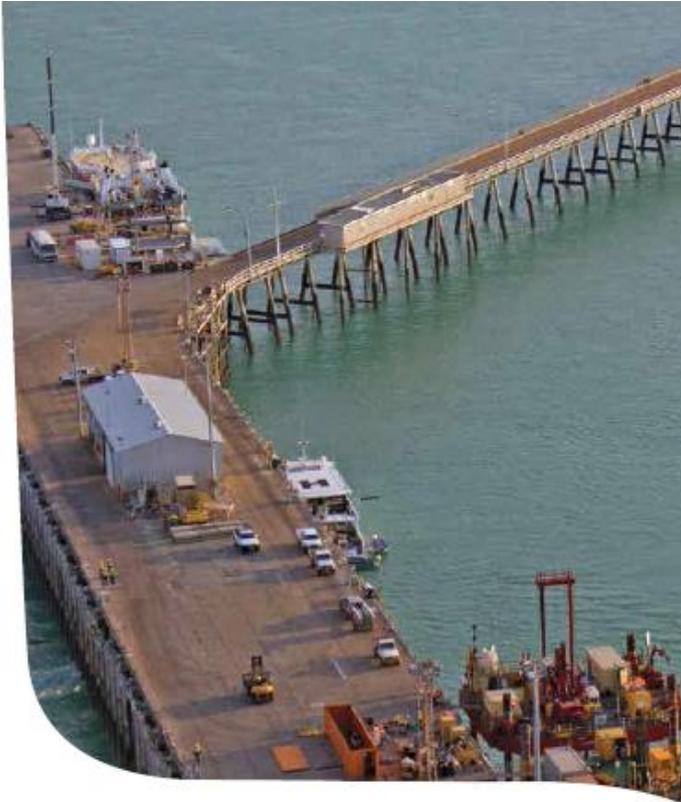
Referee 1		
Name:		
Contact Details:	Address:	
	Tel:	
	Email:	

Referee 2		
Name:		
Contact Details:	Address:	
	Tel:	
	Email:	

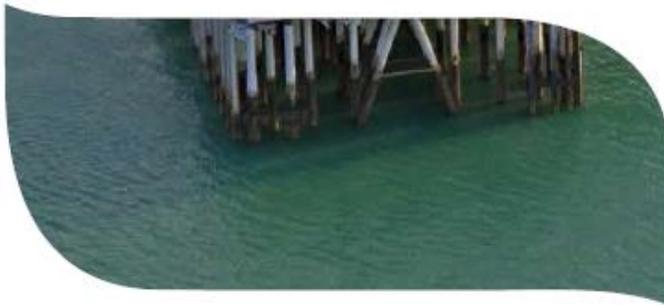
Referee 3		
Name:		
Contact Details:	Address:	
	Tel:	
	Email:	

Annexure A – Broome Port Authority Annual Report 2014

A PDF copy of the Annual Report accompanies this RFP as a separate attachment.



2014 BROOME PORT AUTHORITY Annual Report



Annexure B – Aerial Photographs and Engineering Plans

A copy of the following photos and plans accompany this EOI as separate attachments:

- a) Port Drive East Earthworks and Pavement Plan Rev 0;
- b) Port Drive East Earthworks and Pavement Plan Rev 0 with available land marked; and
- c) two aerial photographs showing the location of Port Drive East.

Annexure C – Port Drive East Services Report

A PDF copy of the Port Drive East Services Report accompanies this RFP as a separate attachment.



PORT DRIVE EAST REQUEST FOR PROPOSALS SERVICES REPORT

Date	Rev	Revision Comment	Prepared	Reviewed	Approved
06/03/2015	A	Issued for Review	PC	SM	

Annexure D – Model Lease

A PDF copy of the draft Model Lease accompanies this EOI as a separate attachment.

CLAYTON UTZ

[This is a discussion draft only. Kimberley Ports Authority reserves the right to make amendments to this draft at its discretion.]

Lease

Kimberley Ports Authority
KPA

[insert]
Lessee

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Annexure E –Rates and Taxes



PORT DRIVE EAST REQUEST FOR PROPOSALS ESTIMATED RATES & LAND TAX

File ref: LAN212_89270
Version: V1.0
Issue date: March 2015

KPA made reasonable enquiries to determine the estimated Shire Rates, Water Rates and Land Tax which could be charged for Port Drive East. The Shire Rates and Land Tax are based on square metre calculations for other port properties. The actual valuations will depend on various factors including the size of the actual lot leased.

The Information set out below is for general guidance and respondents should make their own enquiries to determine the accuracy of the figures provided.

Shire Rates: \$5,400 for 0.75 Ha

Land Tax: \$3,375 for 0.75 Ha

FESA: TBA

Water Rates: The annual service charge for water is based on the size and number of meters servicing a property.

Size of meter	Cost
Up to 20mm	\$218.05
25mm	\$340.70
Up to 40mm	\$872.19
50mm	\$1,362.79
70, 75, 80mm	\$3,488.75
100mm	\$5,451.17
Up to 150mm	\$12,265

Annexure F – Tenant Environmental Management Requirements

A PDF copy of the Tenant Environmental Management Requirements accompanies this RFP as a separate attachment.



KIMBERLEY PORTS AUTHORITY TENANT ENVIRONMENTAL MANAGEMENT REQUIREMENTS

1. General Environmental Requirements V1.1
2. Storage and Handling of Dangerous Goods and Hazardous Materials V1.1
3. Atmospheric Emissions V1.1
4. Fauna and Pests V1.1
5. Flora and Vegetation V1.1
6. Heritage V1.1
7. Land Management V1.1
8. Waste Management V1.1
9. Water Management V1.1
10. Glossary V1.1