



TENDER:

PUBLIC WASTE BIN COLLECTION AND DISPOSAL SERVICES

Tender: Waste Management Services

In order to be valid, Tenders shall be received by email by 13 July 2022 at sorell.council@sorell.tas.gov.au and clearly marked "**Tender: Public Bin Collection Service.**"

Tenderers are expected to attend the tender briefing at the Sorell Council Chambers at 3pm on Tuesday 28 June 2022 and must register their interest by sending a 'registration of interest' email to the Waste Management Officer at greg.robertson@sorell.tas.gov.au by no later than 5pm on 24 June 2022.

Request for written information regarding this tender should be directed to:

Greg Robertson
03 62690041 or 0417306676
greg.robertson@sorell.tas.gov.au

The contract will commence in December 2022.

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Part 1 - Information for Tenderers – Summary of Information for Tenderers

1. Sorell Council is seeking a suitably qualified and experienced waste management contractor to provide the services described below in point 5.
2. The Sorell Municipality is 582.6km² and has a population of 16000 (2021); incorporating the townships of Midway Point, Sorell, Orielton, Nugent, Copping, Dunalley, Primrose Sands, Dodges Ferry and Lewisham.
3. Sorell is located 25km north east of Hobart;
4. The Sorell Municipal Offices are situated 47 Cole Street Sorell;
5. The service being tendered is collection and disposal of public bins, dumped rubbish and dead animals.
6. There are 160 of public bins and 27 of dog faeces bins.
7. Maps of the collection area are included in Attachment 2 and a list of locations in Attachment 3.

Part 2 - Selection Criteria for Tendering

The process of tender evaluation and the selection of the successful tenderer shall be on the basis of complying with the terms of the Tender. The Sorell Council may request tenderers to supply additional information as may be required to assist with the evaluation of their Tender.

While the Sorell Council will generally apply the criteria and weightings set out in this document, it reserves the right to apply different criteria or weightings if circumstances make it appropriate to do so. The Sorell Council will notify tenderers if this occurs. The Sorell Council shall not be liable to any tenderer in any way relating to the application of, or failure to apply any criteria or weighting.

Criteria	Details required in tender form	Reference	Weighting
Tendered price	Overall contract price	Schedule 1	40%
Service Provider's experience, methodology and demonstrated ability	Capability statement Current contracts	Schedule 2	20%
Risk Management, Environmental Performance, and Workplace Health and Safety procedures	Use of vehicles that comply with <i>Vehicle Standard (Australian Design Rule 80/03 – Emission Control for Heavy Vehicles) 2006</i> Statement of existing workplace Health and Safety procedures. Evidence of Insurance	Schedule 4 & 8	15%
Transitional arrangements & Implementation	Remote area collections	Schedule 4	15%
Meeting the Aims and Objectives of the Tender	Capability statement	Schedule 10	10%

Collection Vehicles:

- Council will look favourably on any tenderer who uses collection vehicles fitted with cameras that record, store and transmit to a central location where software is able to track and record collections.
- Vehicles must be 'fit for purpose' and the Contractor must have access to 'backup' vehicles in the event of breakdowns of the primary vehicles.
- 'fit for purpose' means a rear loader garbage compactor with at least 8m³ storage capacity to undertake the requirements of this contract.

Part 3 - Contract Aims and Objectives

The Aims and Objectives of the Contract are:

- (a) to achieve and maintain a high standard of performance in the provision of the Services by the Contractor using best practice methods and systems
- (b) to maintain Services within the performance benchmarks for bin collections, dead animals, dumped rubbish and other customer complaints
- (c) to regularly assess the performance of the Contractor and to gain continual improvement to work practices
- (d) to promote the health, safety and welfare of all persons engaged in or affected by the Services
- (e) to fulfil the Council's obligations under the Council's the *Local Government Act 1993* and to provide cost-effective Services that users perceive as offering value for money
- (f) to deliver a service that provides a high level of customer satisfaction
- (g) to use technology to monitor Contractor performance
- (h) to empty bins frequently enough to prevent litter overflow without over servicing

Part 4 - Information for Public Bins

Location of public bins & collection frequency:

Suburb	Number	Collection frequency (May – November)	Collection frequency (December – end of April)
Sorell Township	50	Daily Mon - Fri	Daily Mon – Fri & Sun
Pembroke Park, Sorell	32	Mon & Friday	Mon & Friday
Midway Point	7	Daily Mon - Fri	Daily Mon – Fri & Sun
Lewisham	4	Daily Mon - Fri	Daily Mon – Fri & Sun
Dodges Ferry / Carlton	26	Daily Mon - Fri	Daily Mon – Fri & Sun
Primrose Sands	12	Daily Mon - Fri	Daily Mon – Fri & Sun
Dunalley	20	Daily Mon - Fri	Daily Mon – Fri & Sun
Boomer Bay Marion Bay	5	Daily Mon - Fri	Daily Mon – Fri & Sun
Kellevie	1	Weekly	Weekly
Copping	3	3 days per week	Daily Tuesday, Fri & Sun
TOTAL	160		

Note: not all bins will need to be emptied daily, the contractor may choose to not empty bins if less than ¼ full.

Dog Faeces Bins

Location and collection frequency of dog faeces bins:

Suburb	Number	Collection frequency
Sorell Township	5	Weekly
Midway Point/Penna	5	Weekly
Lewisham	2	
Dodges Ferry / Carlton	10	Weekly
Primrose Sands	3	Weekly
Connelly Marsh	1	Weekly
Marion Bay	1	Weekly
TOTAL	27	

Public & Dog Bins

- The majority of public MGB's are fitted to stands or within enclosures, these are 80L or 140L capacity. The enclosures are typically situated in town areas.
- Large 240L bins situated on metal stands are normally used outside of town areas.
- 660L MGB's are used in some areas, such as Pembroke Park (football club rooms), Pembroke Stadium, Primrose Sands car park, Dunalley Canal and Pioneers Park (Sorell).
- Bins are typically 2m -10m from where the truck will be parked.
- Enclosures will need to be unlocked and bins wheeled to the truck to be emptied.
- Persons emptying bins will need to consider traffic safety and the avoidance of any disturbance to other road users.
- Bin surrounds will need to be cleaned as, and when required. Popular areas such as Pioneers Park, Dunalley Canal, and Sorell Township typically require weekly cleaning.
- Dumping of waste around public bins is common particularly on weekends. This waste must be picked up and the area cleaned at the same time as collection occurs.
- The collected waste will be disposed of at Copping Landfill, operated by Southern Waste Solutions situated at Arthur Highway Copping.
- Persons emptying dog faeces bins will need to refill the bag dispensers as required. Council will provide the necessary bags.
- The contractor will need to arrange for the wheelie bins to be washed every 6 months at Council's expense.
- The contractor is expected to collect dumped rubbish in public places that is non-hazardous, able to be lifted by one person and suitable for compaction in a rear load garbage compactor vehicle. If dumped rubbish does not meet these criteria the Contractor must contact the Waste Management Office and propose a solution. The Waste Management Officer may issue directions in relation to a proposed solution.
- The contractor may be requested to conduct audits of bins when requested by Council, the cost of the audit is not included in the tender price and will be the responsibility of the contractor.
- The contractor must notify Council when bins or bin surrounds are damaged.
- Higher rates of usage and dumping of rubbish occur over the Christmas / New Year period, Easter and long weekends. Below is a table showing the monthly volumes of rubbish collected from street bins for 2021 calendar year. However, slightly higher volumes are expected when tourist / visitor number return to 'normal' levels post 'Covid'.

Monthly Tonnages of Public Bins collected in 2021

Month	Street Bins (Tonnes)
Dec-21	10
Nov-21	9
Oct-21	9
Sep-21	8
Aug-21	11
Jul-21	10
Jun-21	10
May-21	10
Apr-21	11
Mar-21	14
Feb-21	12
Jan-21	19

Dumped Rubbish

- Council regularly receives complaints about dumped rubbish in public places, typically weekly.
- If the person dumping the waste cannot be identified, Council will notify the contractor to collect the waste. Collection must occur within 1 working day.
- As far as is reasonably practical the street bin truck should be used for non-hazardous rubbish which can be safely lifted by one person.
- Hazardous waste or chemicals are not to be collected.
- If dumped rubbish does not meet these criteria the Contractor must contact the Waste Management Office and propose a solution. The Waste Management Officer may issue directions in relation to a proposed solution. The contractor may invoice for attending a collection in these circumstances.

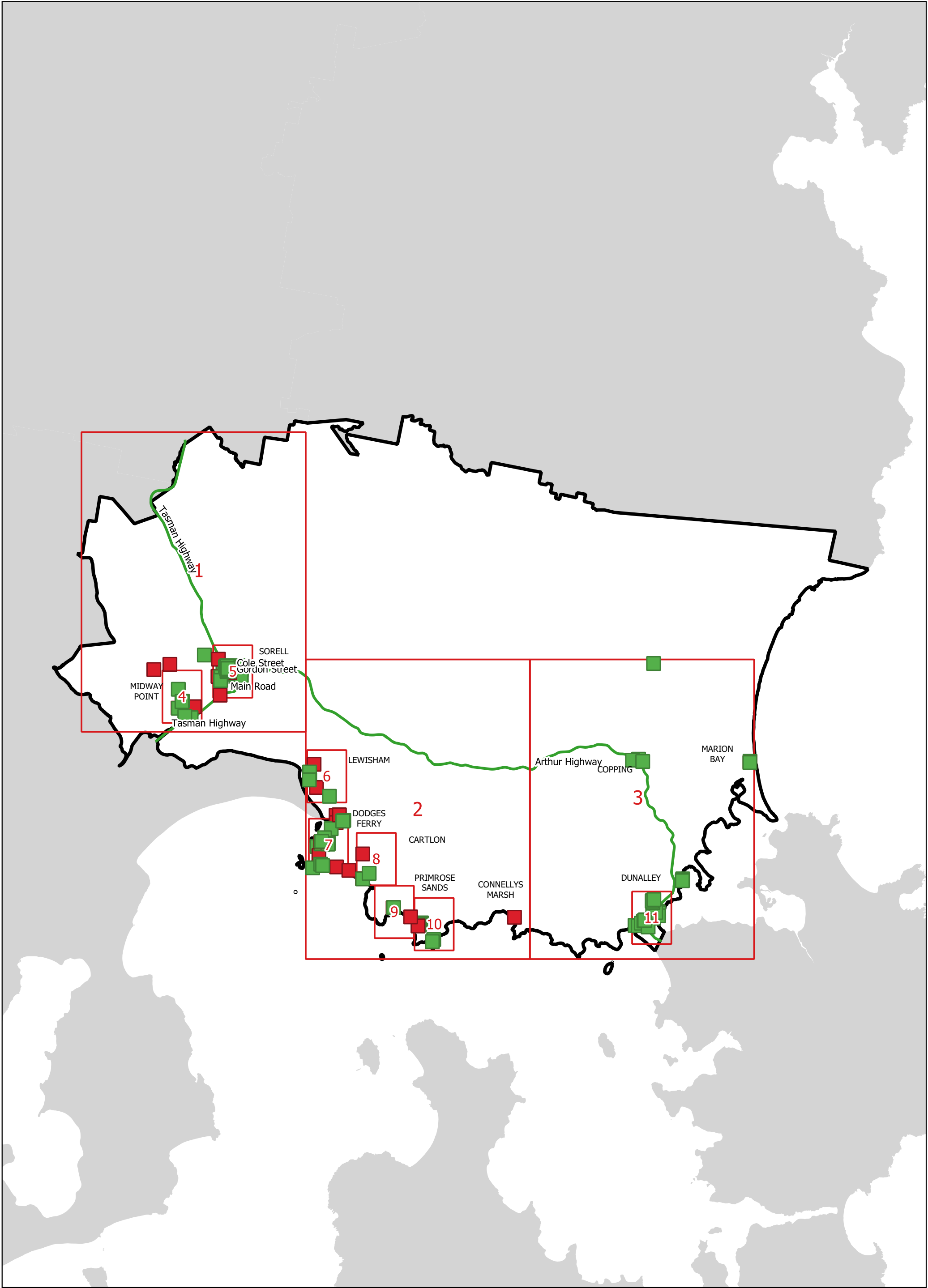
Dead animals

- Regularly native and domestic animals are struck by motor vehicles on Council roads and require removal. Typically, 20-35 per month.
- The contract does not apply to private roads or state highways.
- Only small animals such as possums, wallabies and birds require collection. Large animals such as horses, sheep or livestock are not expected to be removed.
- If domestic pets are found, Council animal management officers should be notified and the pets left roadside.

Attachment 1 - Examples of public bin enclosures used in Sorell



Attachment 2 - Maps of public bin locations



Sorell Council - Waste Bins

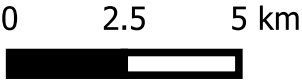
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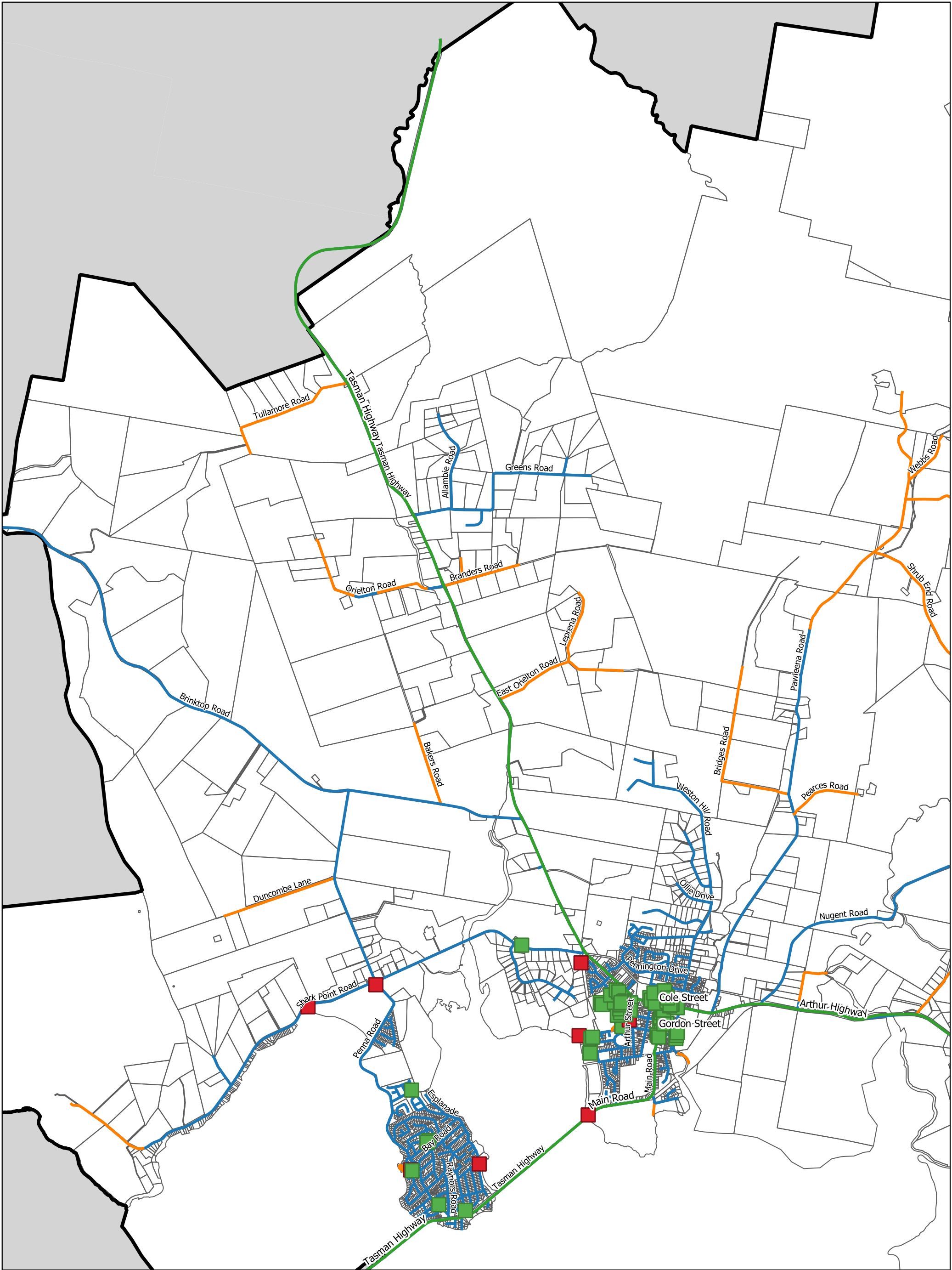
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Road data © Sorell Council

Legend

Sorell Council Waste Bin

- Dog Bin
- Rubbish Bin

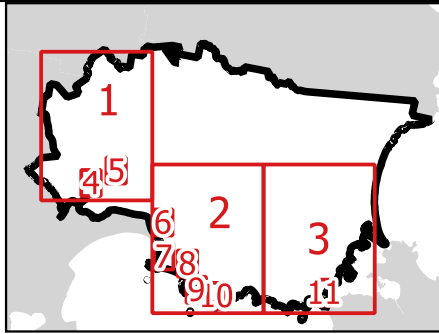




Sorell Council - Waste Bins

1 of 11

0 750 1,500 m



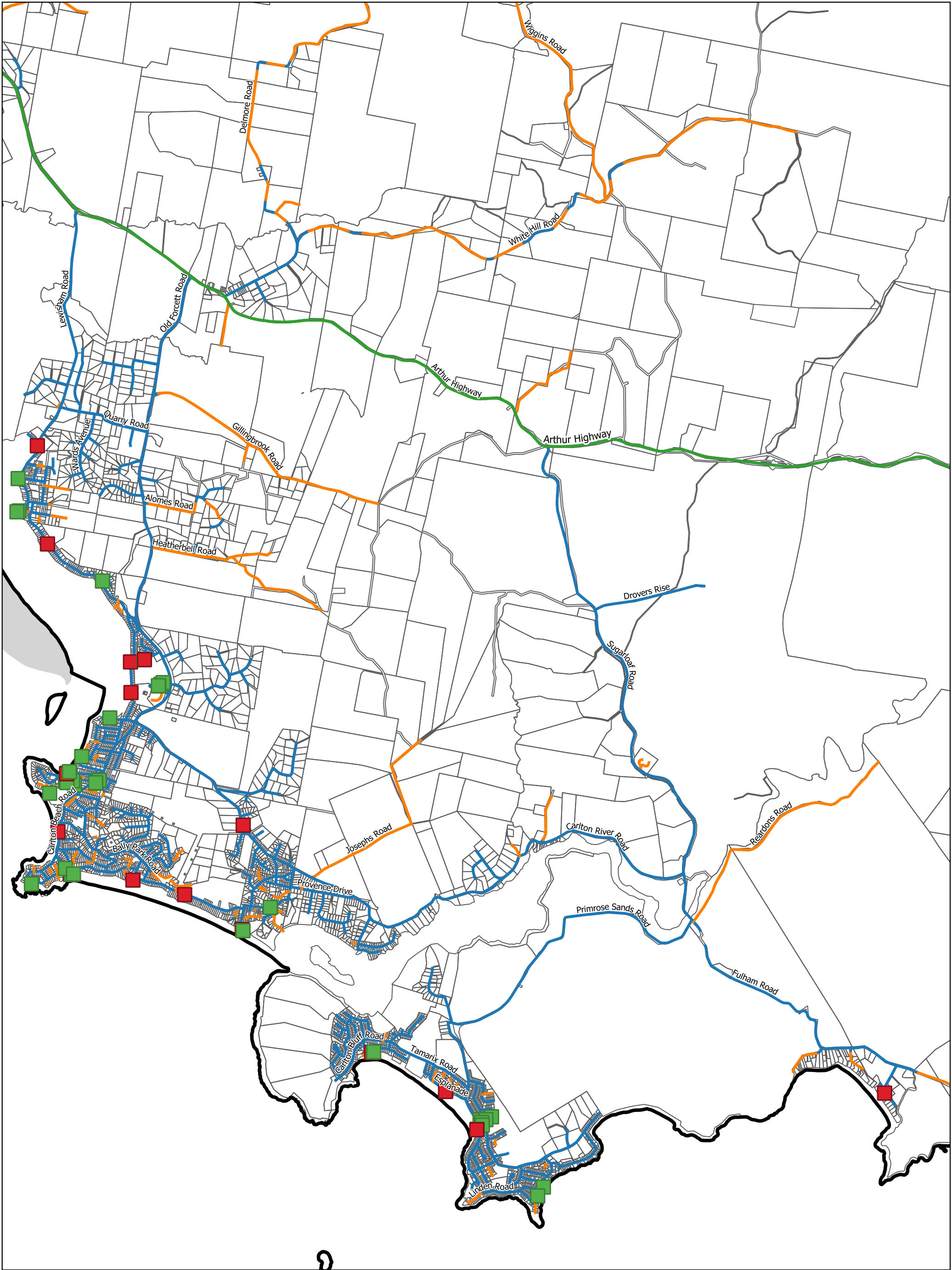
Legend

Sorell Council Waste Bin

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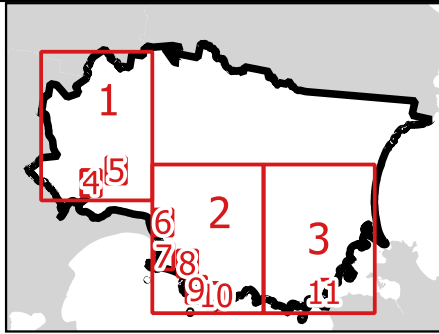
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Sorell Council - Waste Bins

2 of 11

0 750 1,500 m



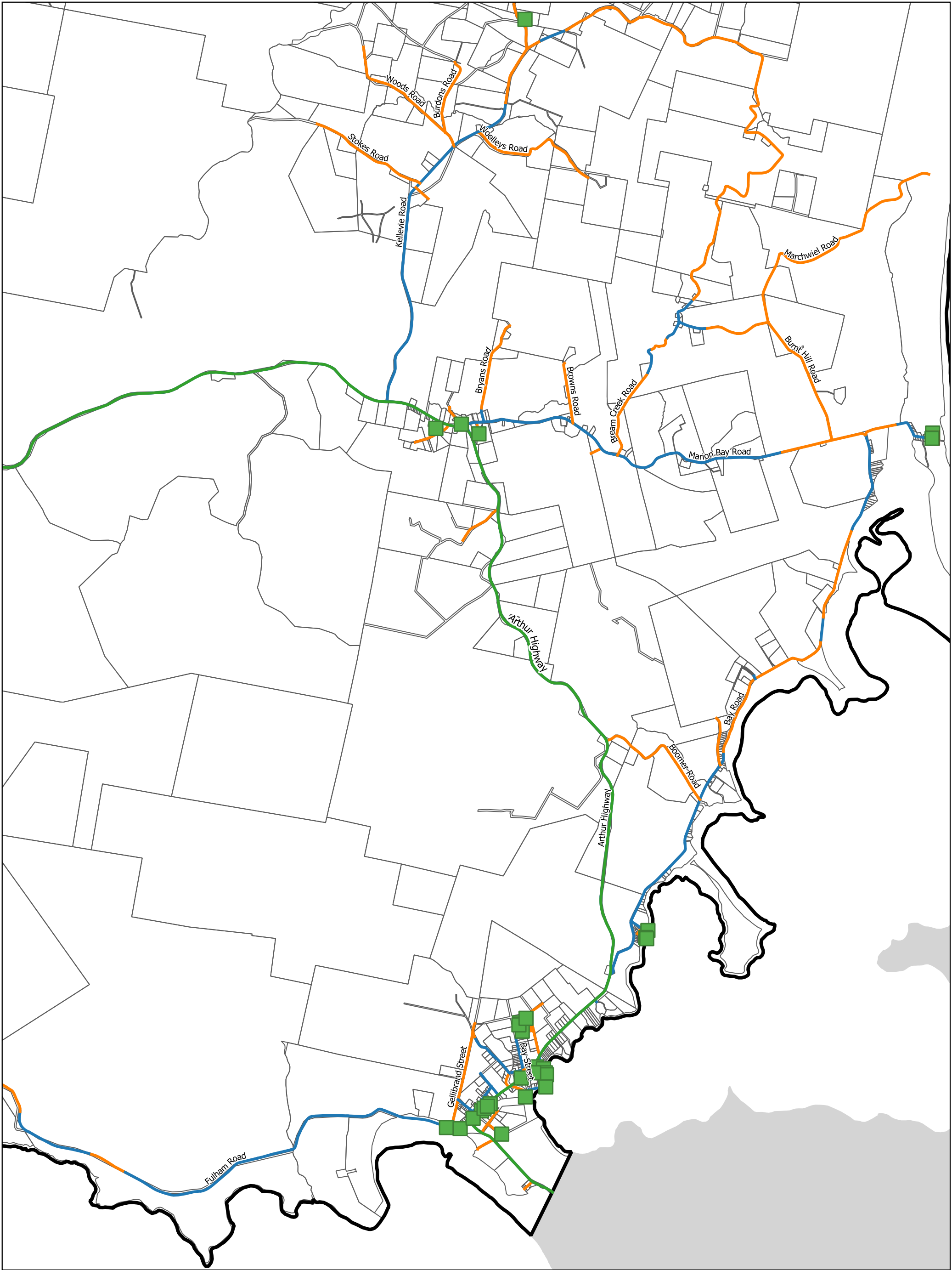
Legend

Sorell Council Waste Bin

- Dog Bin
- Rubbish Bin

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Road data © Sorell Council

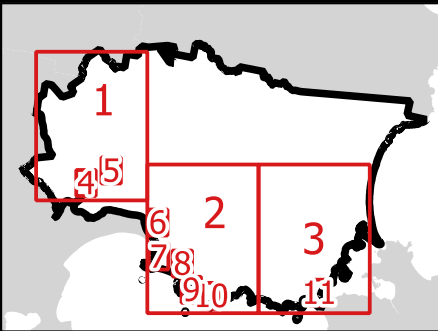




Sorell Council - Waste Bins


3 of 11

0 750 1,500 m



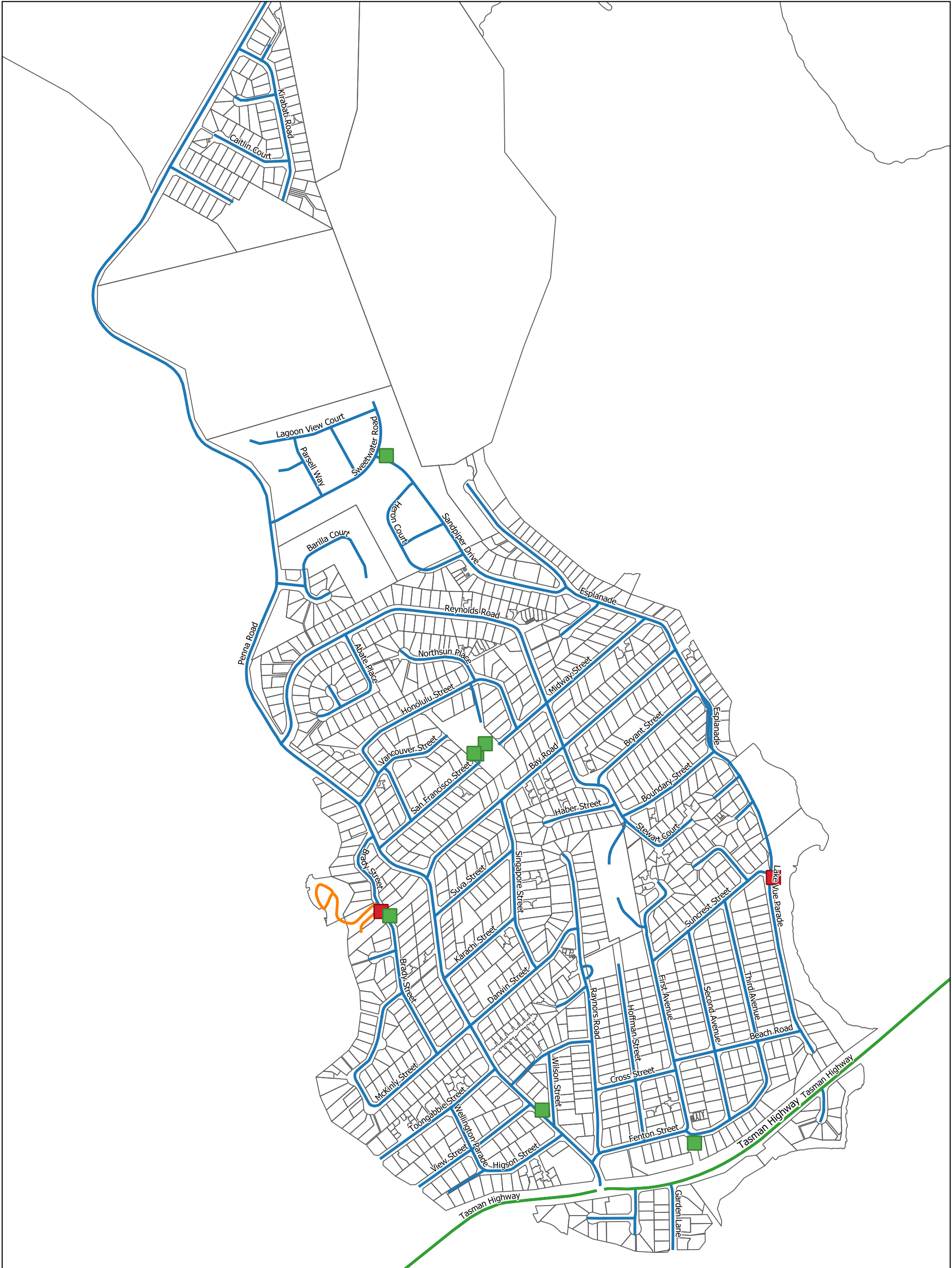
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Sorell Council Waste Bin

-  Dog Bin
-  Rubbish Bin

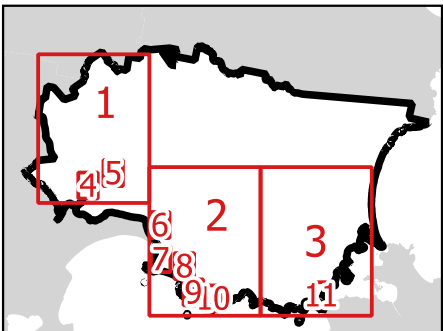
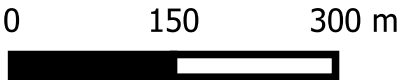
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Sorell Council - Waste Bins

4 of 11 - Midway Point



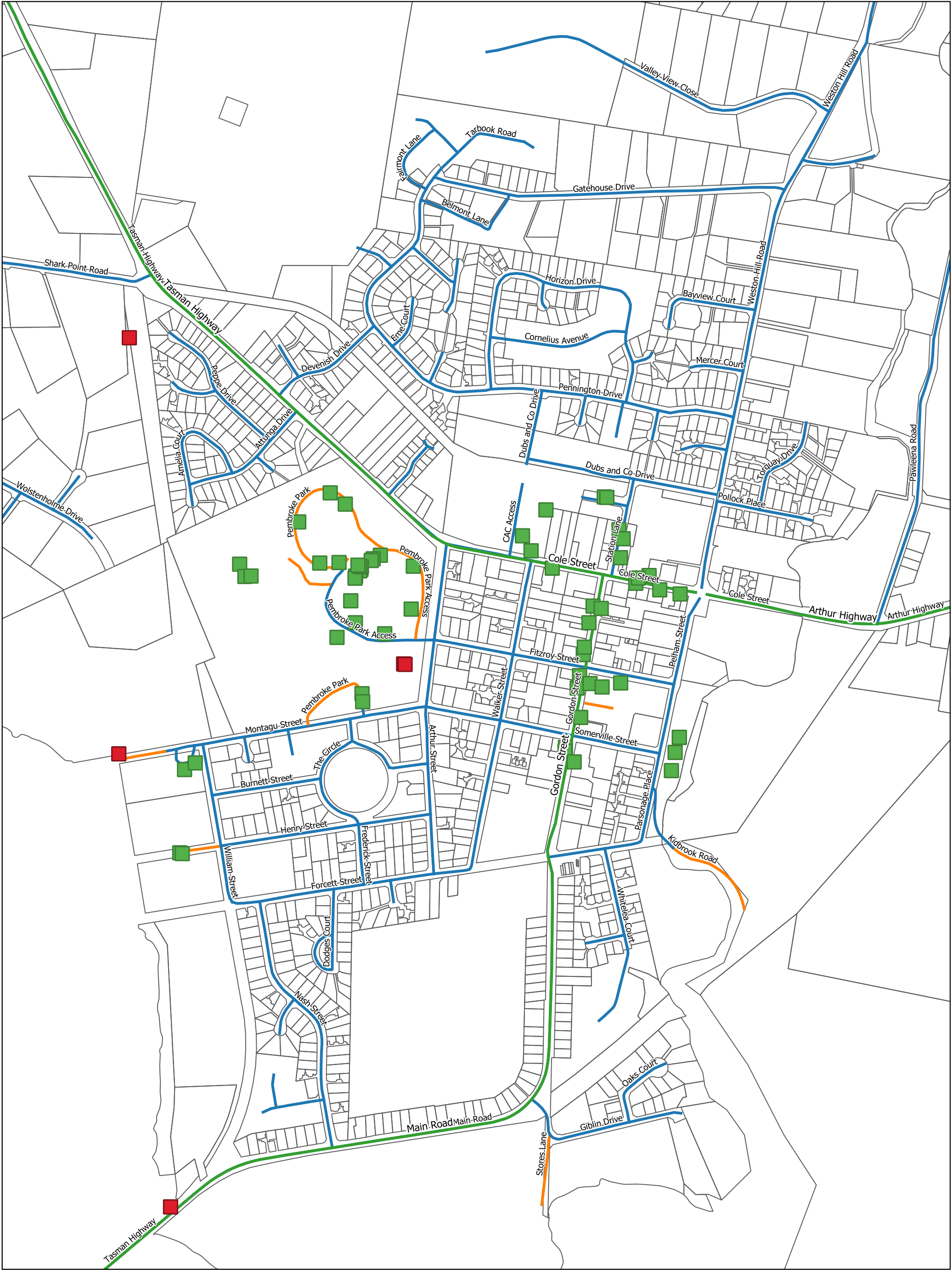
Legend

Sorell Council Waste Bin

- Dog Bin
- Rubbish Bin

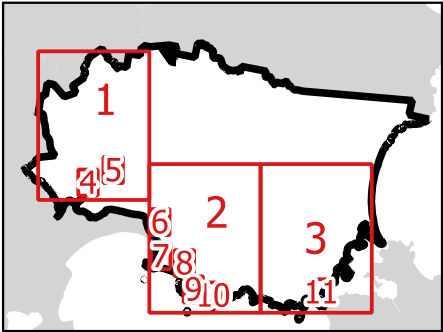
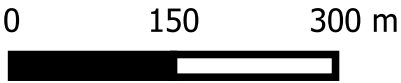
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Sorell Council - Waste Bins

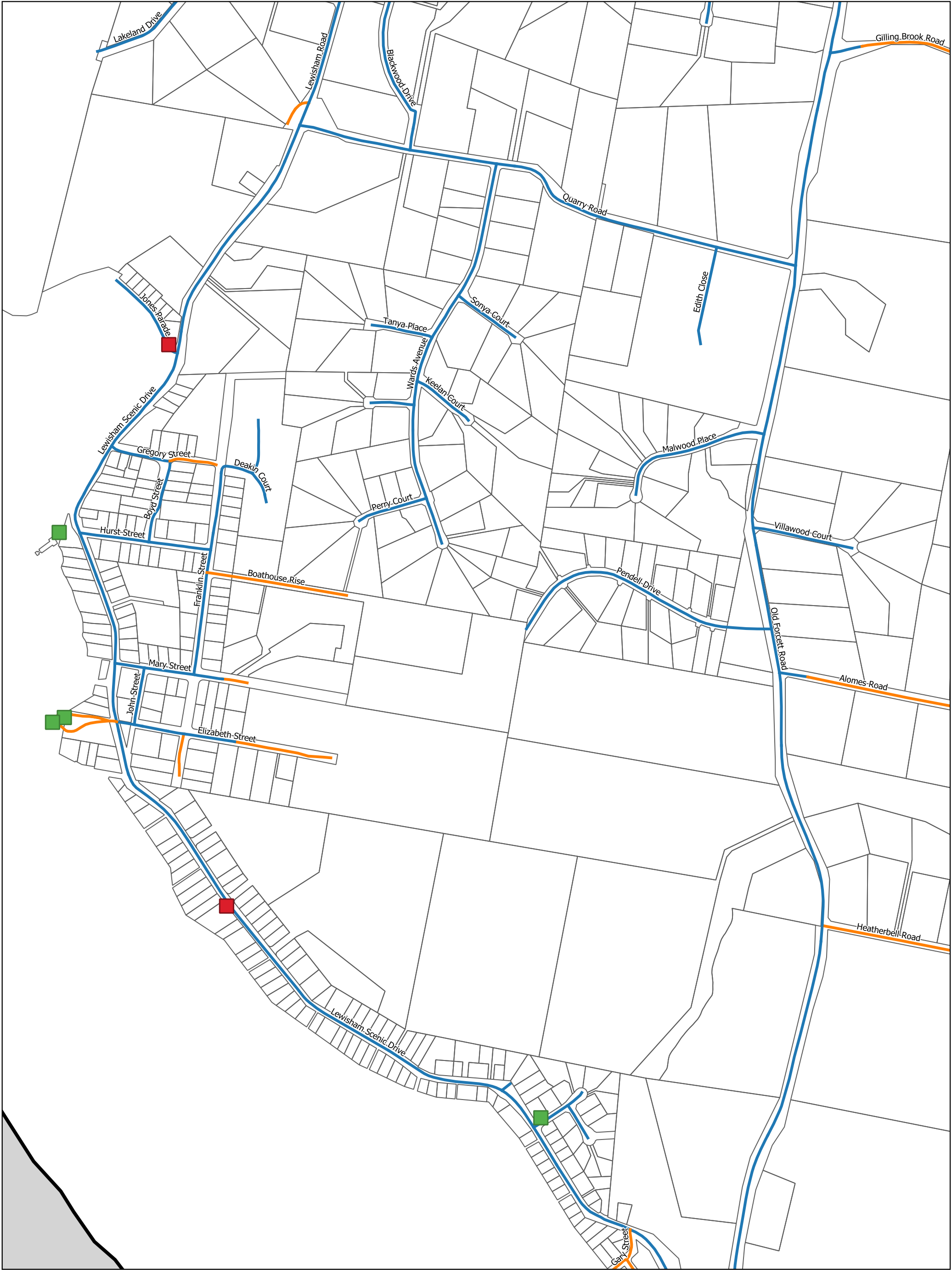
5 of 11 - Sorell



- Legend**
- Sorell Council Waste Bin**
- Dog Bin
 - Rubbish Bin



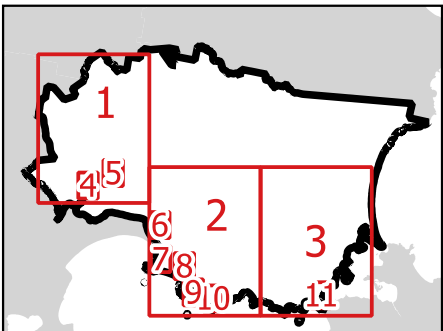
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Sorell Council - Waste Bins

6 of 11 - Lewisham

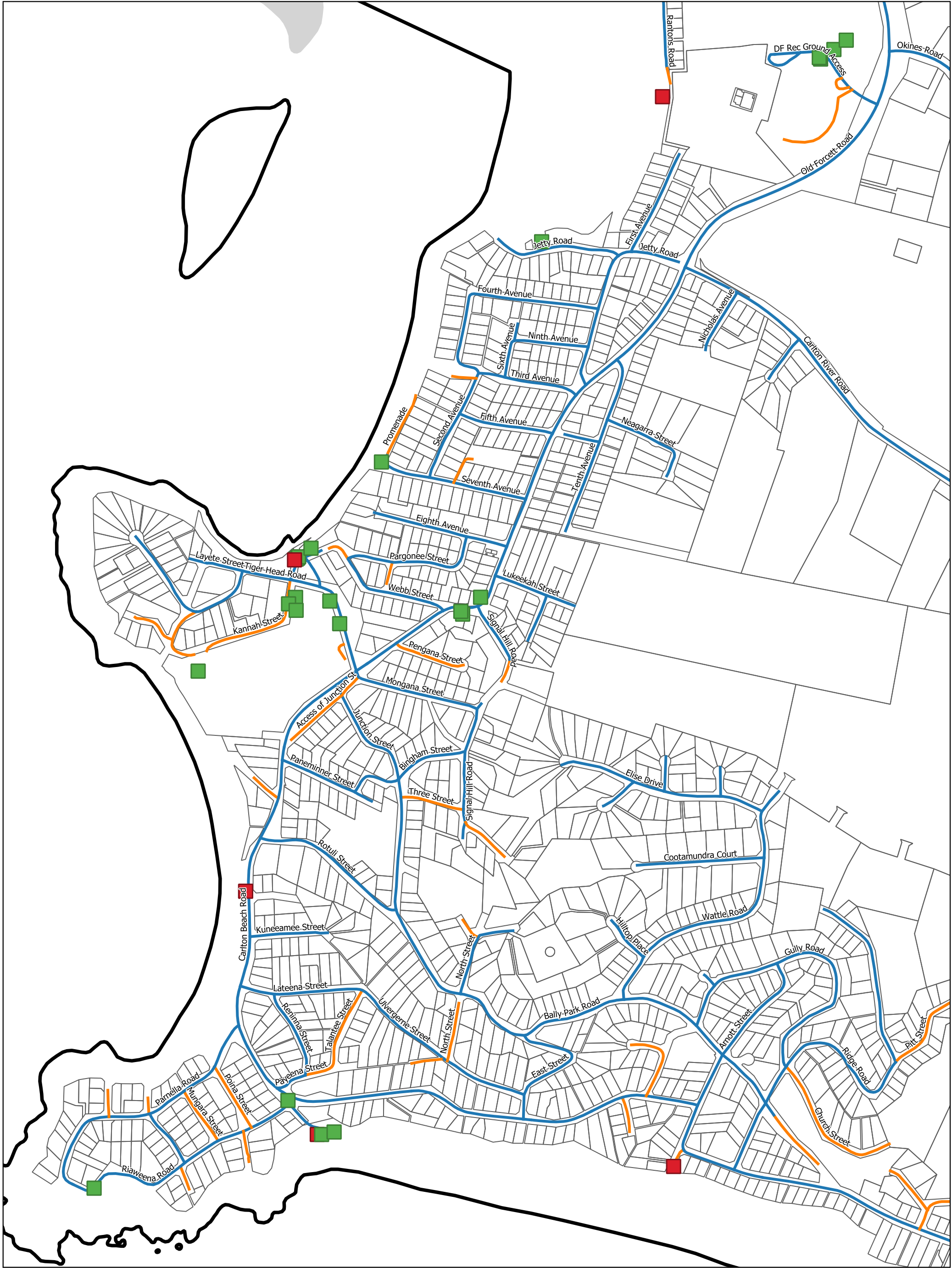
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- Legend**
- Sorell Council Waste Bin**
- Dog Bin
 - Rubbish Bin

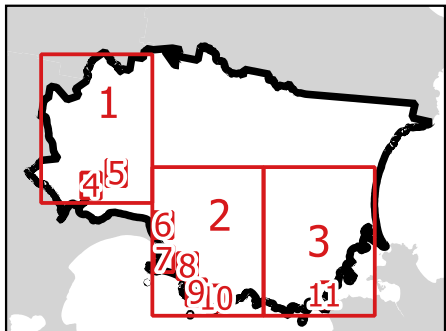
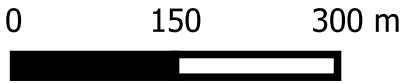
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Sorell Council - Waste Bins

7 of 11 - Dodges Ferry



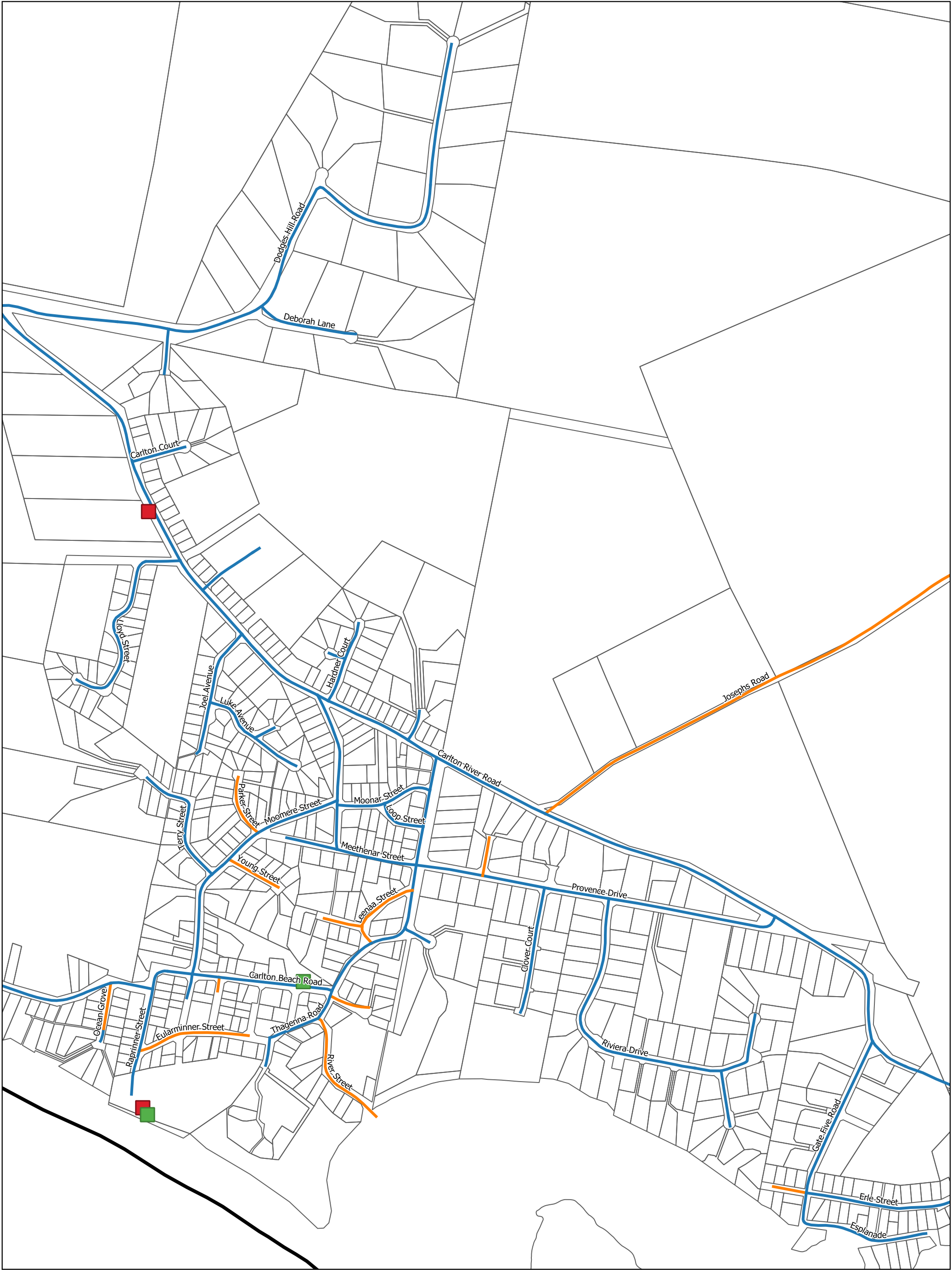
Legend

Sorell Council Waste Bin

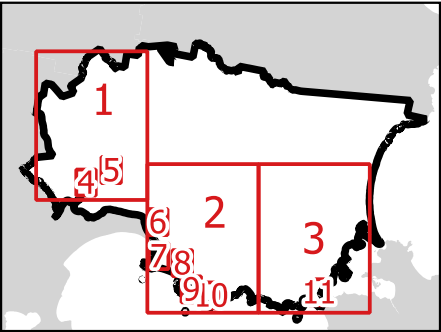
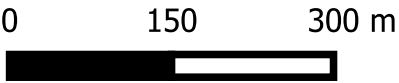
- Dog Bin
- Rubbish Bin

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Road data © Sorell Council





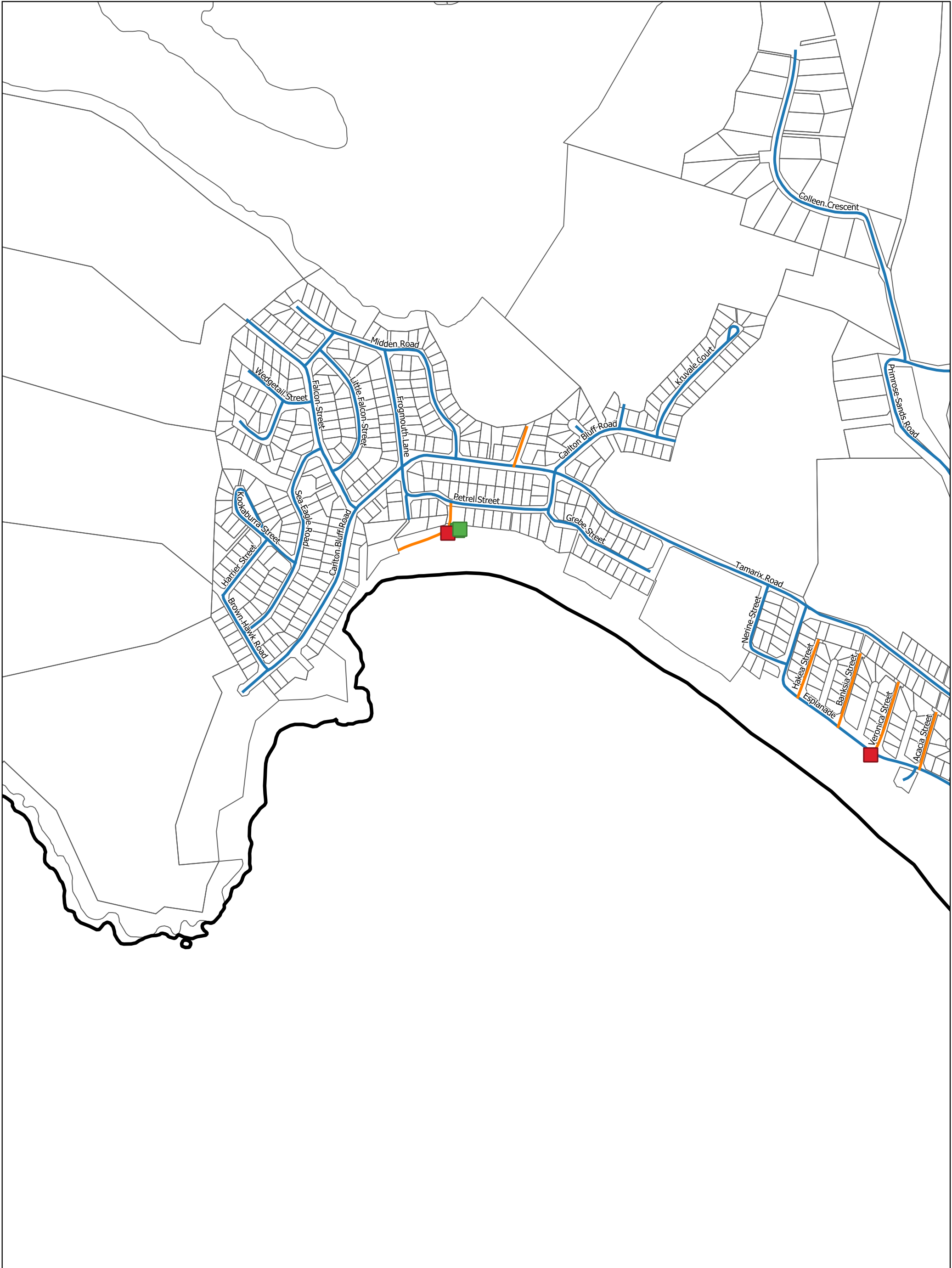
Sorell Council - Waste Bins
8 of 11 - Carlton



- Legend**
Sorell Council Waste Bin
- Dog Bin
 - Rubbish Bin

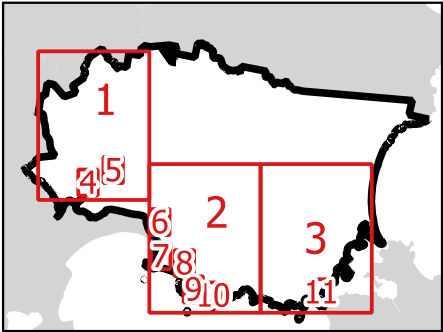
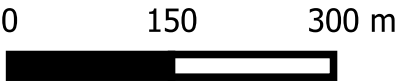
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Sorell Council - Waste Bins

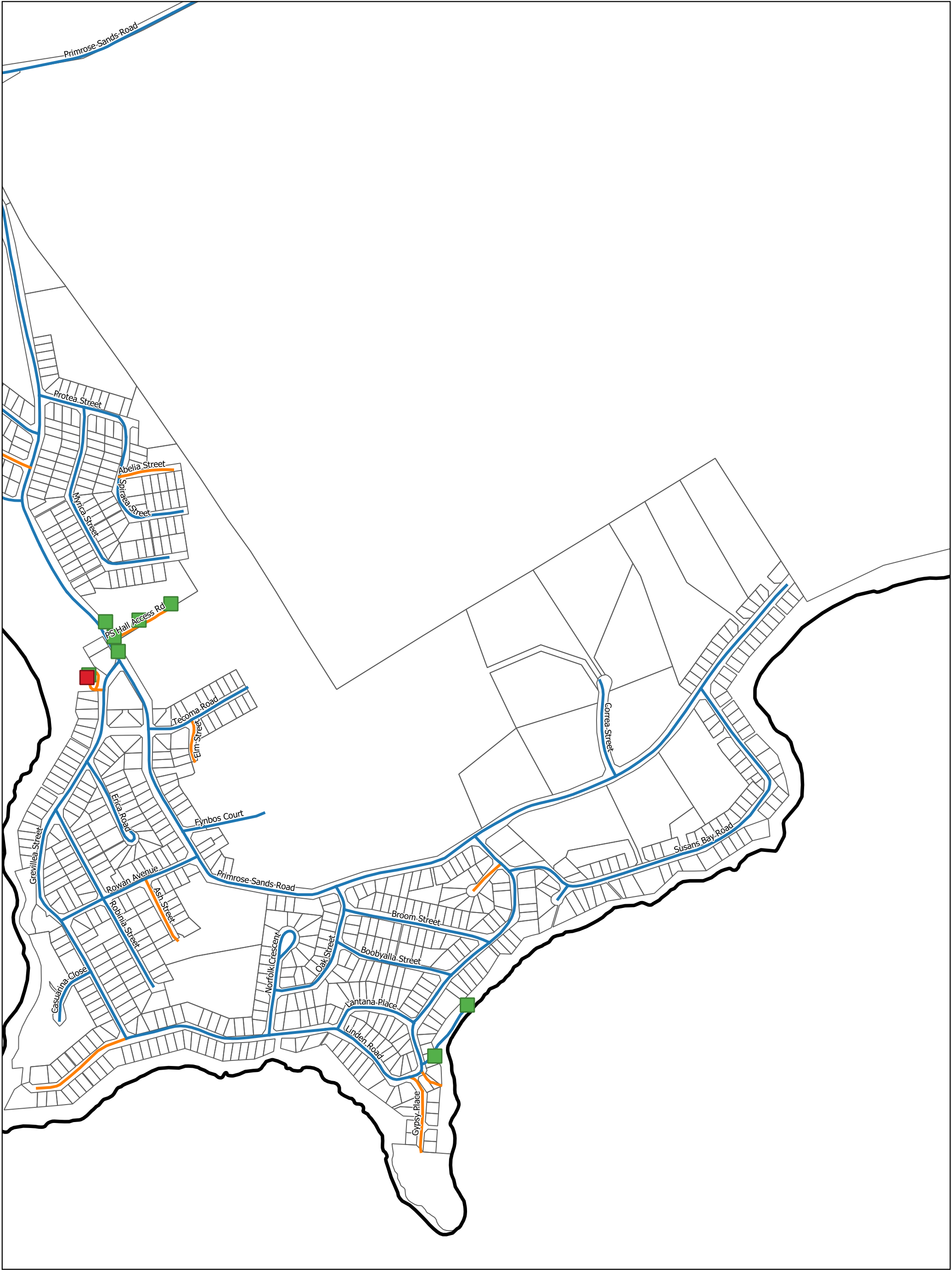
9 of 11 - Primrose Sands



- Legend**
- Sorell Council Waste Bin***
- Dog Bin
 - Rubbish Bin

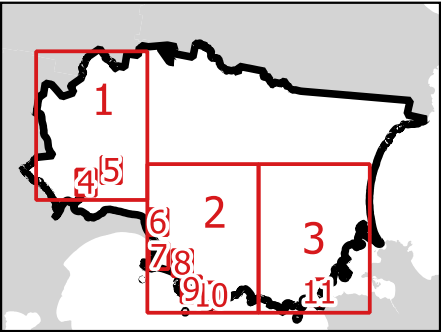
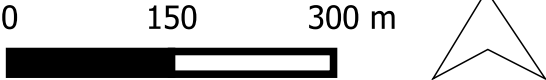
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Sorell Council - Waste Bins

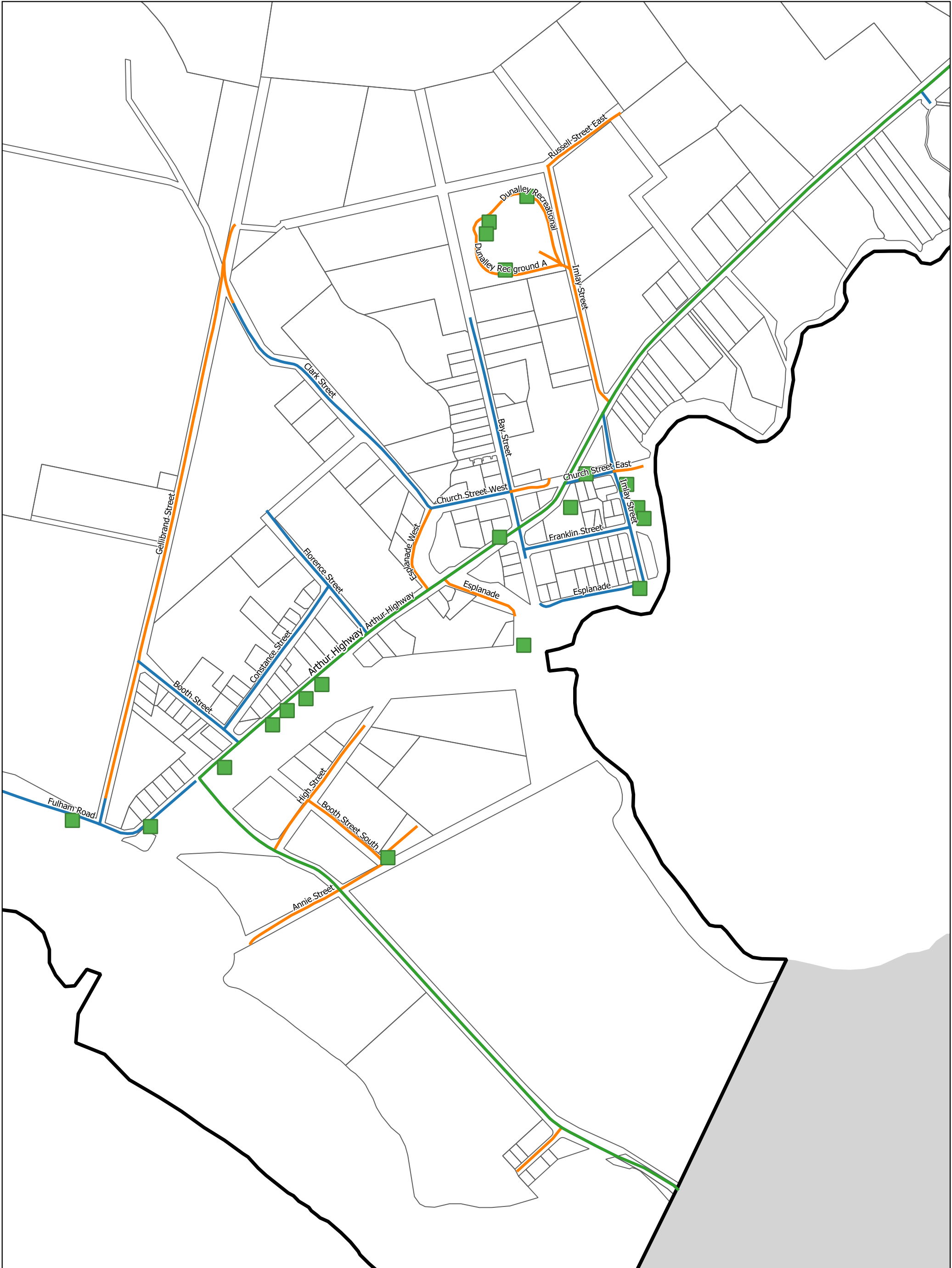
10 of 11 - Primrose Sands



- Legend**
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- Dog Bin
 - Rubbish Bin

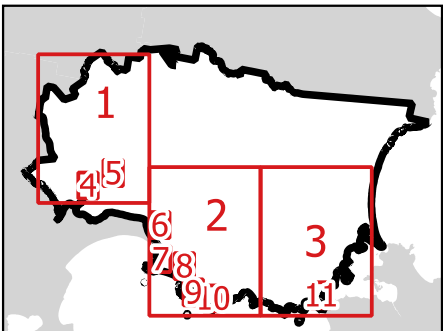
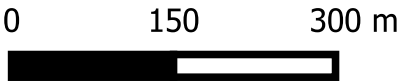
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Sorell Council - Waste Bins

11 of 11 - Dunalley



- Legend**
- Sorell Council Waste Bin***
- Dog Bin
 - Rubbish Bin

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Attachment 3 - List of public bin locations

LOCATION	Bin Type (Public Or Dog)	Waste Bin Qty	Collection Frequency Per Week		
			Mon - Fri & Sunday (1 December - 30 April)	Monday - Fri (1 May - 30 November)	Monday (All Year)
MIDWAY POINT / PENNA					
BRADY ST PARK OPP SCOUT HALL MIDWAY POINT	Public	1	5	5	
BRADY ST PARK OUTSIDE SCOUT HALL MIDWAY POINT [8]	Dog	1			1
VANCOUVER PARK SAN FRANCISCO ST MIDWAY POINT [10]	Public	3	6	5	
PENNA RD - MIDWAY POINT STORE MIDWAY POINT [11]	Public	1	6	5	
FENTON ST PARK - CNR FIRST AVE MIDWAY POINT [15]	Public	1	5	5	
TASMAN HWY, MIDWAY POINT (CAUSEWAY)	Dog	1			1
LAKEVUE PDE NEAR SEWAGE TREATMENT PLANT	Dog	1			1
SWEETWATER PARK - 57 SANDPIPER ROAD, MIDWAY POINT	Public	1	6	5	
OPPOSITE 356 SHARK POINT ROAD, PENNA (DOG EXERCISE AREA)	Dog	1			
CORNER OF SHARK POINT & PENNA ROAD, PENNA	Dog	1			1
SORELL					
SHARK POINT ROAD, TASWATER WATER POINT SORELL	Public	1			1
ACCESS ROAD TO 70 TASMAN HWY, SORELL (WALKWAY)	Dog	1			1
4 GORDON ST- OUTSIDE LEGS & BREASTS SORELL	Public	1	6	5	
5 GORDON ST	Public	1	6	5	
9 GORDON STREET	Public	1	6	5	
13 GORDON ST	Public	1	6	5	
15 GORDON ST	Public	1	6	5	
16 GORDON STREET- ROSE GARDEN & CHURCH HALL	Public	3	6	5	
16 GORDON ST - BUS STOP OPP PUB SORELL	Public	1	6	5	

LOCATION	Bin Type (Public Or Dog)	Waste Bin Qty	Collection Frequency Per Week		
			Mon - Fri & Sunday (1 December - 30 April)	Monday - Fri (1 May - 30 November)	Monday (All Year)
19 GORDON ST- OUTSIDE NEWSAGENCY SORELL	Public	1	6	5	
21 GORDON ST- OUTSIDE VELVET CAFÉ SORELL	Public	1	6	5	
33 GORDON STREET - OUTSIDE BANJOS SORELL	Public	2	6	5	
12 SOMERVILLE ST, SORELL (SE COMMUNITY CARE BIN LOCATED OFF GORDON STREET)	Public	1	6	5	
STATION LANE - OUTSIDE UNIT 3/31 COLE STREET)	Public	1	6	5	
STATION LANE OUTSIDE ENRICHED FITNESS CENTRE	Public	1	6	5	
STATION LANE (PARK & RIDE CAR PARK) ACTUALL PART OF 47 COLE ST	Public	2	6	5	
STATION LANE OUTSIDE 5 STATION LANE	Public	1	6	5	
16 COLE ST- OUTSIDE SORELL CAFÉ SORELL	Public	1	6	5	
22 COLE ST- OUTSIDE HIGHLANDER HOTELSORELL	Public	1	6	5	
25 COLE ST- OUTSIDE LINK TASMANIA SORELL	Public	2	6	5	
27 COLE STREET- GATEWAY SHOPPING CENTRE SORELL	Public	1	6	5	
28 COLE STREET- OUTSIDE SUBWAY SORELL	Public	1	6	5	
42 COLE ST- SORELL	Public	1	6	5	
47 COLE ST- MEMORIAL HALL OUT FRONT SORELL	Public	1	6	5	
47 COLE STREET - RSL CLUB SORELL	Public	3	6	5	
47 COLE STREET - COUNCIL CHAMBERS SORELL	Public	5	5	5	
14 PARSONAGE PL - PIONEER PARK SORELL	Public	4	6	5	
MONTAGUE ST - RV PARK SORELL CREEK	Public	2	6	5	
LOT 29 MONTAGUE ST - OPPOSITE COUNCIL DEPOT ON WALKWAY	Dog	1			1
30 MONTAGUE ST - COUNCIL DEPOT END OF THE ST. SORELL	Public	9	2	2	

LOCATION	Bin Type (Public Or Dog)	Waste Bin Qty	Collection Frequency Per Week		
			Mon - Fri & Sunday (1 December - 30 April)	Monday - Fri (1 May - 30 November)	Monday (All Year)
42 HENRY STREET - GRAVEYARD SORELL	Public	2	2	2	
PEMBROKE PARK - FOOTY GROUND (SENIOR) SORELL	Public	6	2	2	
PEMBROKE PARK - FOOTY GROUND (JUNIOR) SORELL	Public	5	2	2	
PEMBROKE PARK - FOOTBALL CLUB ROOMS	Public	7	2	2	
PEMBROKE PARK - FOOTBALL CLUB CHANGE ROOMS	Public	2	2	2	
PEMBROKE PARK - NETBALL GROUND SORELL	Public	3	2	2	
PEMBROKE PARK - SOCCER GROUND SORELL	Public	1	2	2	
PEMBROKE PARK - SKATE PARK SORELL	Public	1	2	2	
PEMBROKE STADIUM	Public	5	2	2	
PEMBROKE PARK - DOG EXERCISE AREA (OFF ARTHUR ST)	Dog	2			1
TASMAN HWY, SORELL (CAUSEWAY)	Dog	1			1
LEWISHAM					
JONES PDE, LEWISHAM (CORNER OF LEWISHAM SCENIC DRIVE)	Dog	1	6	6	1
LEWISHAM JETTY LEWISHAM	Public	1	6	5	
LEWISHAM BOAT RAMP (NEXT TO 99 LEWISHAM SCENIC DRIVE)	Public	2	6	5	
SAMUEL THORNE RESERVE - 139 LEWISHAM SCENIC DRIVE, LEWISHAM	Dog	1			1
LEWIS COURT PLAYGROUND (230 LEWISHAM SCENIC DRIVE) LEWISHAM	Public	1	6	5	
DODGES FERRY / CARLTON					
RANTONS ROAD, DODGES FERRY (BEACH ACCESS END OF THE ROAD NEAR SCHOOL)	Dog	1			1
RANTON ROAD, DODGES FERRY (BEACH ACCESS OPPOSITE 51 RANTONS ROAD)	Dog	1			1

LOCATION	Bin Type (Public Or Dog)	Waste Bin Qty	Collection Frequency Per Week		
			Mon - Fri & Sunday (1 December - 30 April)	Monday - Fri (1 May - 30 November)	Monday (All Year)
RANTONS ROAD, DOG EXERCISE AREA (PART OF 530 OLD FORCETT ROAD)	Public	1	1	1	
RANTONS ROAD, DOG EXERCISE AREA (PART OF 530 OLD FORCETT ROAD)	Dog	1			1
DODGES FERRY FOOTBALL CLUB 530 OLD FORCETT ROAD, DODGES FERRY	Public	2	6	5	
530 OLD FORCETT ROAD - SKATE PARK DODGES FERRY	Public	2	6	5	
PARKING AREA OPPOSITE 29 JETTY ROAD DODGES FERRY	Public	1	6	5	
END OF SEVENTH AVE, DODGES FERRY NEAR PROMENADE	Public	1	6	5	
DODGES FERRY 35 CARLTON BEACH RD - BUS SHELTER DODGES FERRY	Public	1	6	5	
DODGES FERRY 58 CARLTON BEACH RD - CHEMIST DODGES FERRY	Public	2	6	5	
2 TIGER HEAD RD- BOAT RAMP DODGES FERRY [65]	Public	4	6	5	
TIGER HEAD RD- BOAT RAMP DODGES FERRY [65]	Dog	1			1
TIGER HEAD ROAD- BOAT PARK DODGES FERRY [66]	Public	5	6	5	
END OF KANNAH ST DODGES FERRY [67]	Public	1	6	5	
OPPOSITE 104 CARLTON BEACH ROAD, DODGES FERRY	Dog	1			1
CRN CARLTON BEACH RD & RIAWEENA RD- BUS SHELTER CARLTON [69]	Public	1	6	5	
PARK BEACH CARLTON (CAR PARK)[70]	Public	2	6	5	
PARK BEACH CARLTON (CAR PARK) [70]	Dog	1			1
RIAWEEENA ROAD, DODGES FERRY (WHALE VIEWING AREA)	Public	1	5	5	
OUTSIDE 147 CARLTON BEACH ROAD, DODGES FERRY	Dog	1			1
BETWEEN 207 & 209 CARLTON BEACH	Dog	1			1

LOCATION	Bin Type (Public Or Dog)	Waste Bin Qty	Collection Frequency Per Week		
			Mon - Fri & Sunday (1 December - 30 April)	Monday - Fri (1 May - 30 November)	Monday (All Year)
ROAD, DODGES FERRY					
SNAKE HOLLOW PARK - CARLTON BEACH ROAD, CARLTON (NEXT 328A CARLTON BEACH RD)	Public	1			1
RAPRINEER RD - SURF LIFE SAVING CLUB CARLTON [73]	Public	1	6	5	
RAPRINEER RD - SURF LIFE SAVING CLUB CARLTON [73]	Dog	1			1
OUTSIDE 209 CARLTON RIVER ROAD, CARLTON	Dog	1			1
PRIMROSE SANDS/CONNELLYS MARSH					
PETREL ST - CAR PARK FOR BOAT RAMP PRIMROSE SANDS	Public	2	6	5	
PETREL ST - CAR PARK BOAT RAMP PRIMROSE SANDS	Dog	1			
ESPLANADE, PRIMROSE SANDS - NEAR FIRE STATION	Dog	1			1
PRIMROSE SANDS COMMUNITY HALL, 570 PRIMROSE SANDS RD	Public	3	6	5	
NEXT TO PHONE BOX (OPPOSITE 575 PRIMROSE SANDS ROAD) PRIMROSE SANDS	Public	1	6	5	
570 PRIMROSE SANDS ROAD, PRIMROSE SANDS (PUBLIC TOILET)	Public	1	6	5	
LINDEN ROAD, GYPSY BAY BOAT RAMP PRIMROSE SANDS	Public	2	6	5	
PUBLIC TOILET - 97 LINDEN ROAD, PRIMROSE SANDS	Public	1	6	5	
PARKING AREA - GREVILLEA ST, BEHIND 575 PRIMROSE SANDS ROAD SERVICE STATION	Public	1	6	5	
PARKING AREA - GREVILLEA ST, BEHIND 575 PRIMROSE SANDS ROAD SERVICE STATION	Dog	1			1

LOCATION	Bin Type (Public Or Dog)	Waste Bin Qty	Collection Frequency Per Week		
			Mon - Fri & Sunday (1 December - 30 April)	Monday - Fri (1 May - 30 November)	Monday (All Year)
BEACH ST (NEXT TO 30 BEACH ST) CONNELLYS MARSH	Dog	1			1
DUNALLEY/BOOMER BAY/MARION BAY					
FULHAM ROAD DUNALLEY (VIEWING AREA NEXT 11 FULHAM RD)	Public	1	6	5	
DUNALLEY FISH MARKET DUNALLEY (11 FULHAM ROAD)	Public	1	6	5	
DENISON CANAL PICNIC AREA DUNALLEY	Public	5	6	5	
21 DUNALLEY ESPLANADE, DUNALLEY	Public	1	6	5	
DUNALLEY ESPLANADE NEAR MONUMENT DUNALLEY (OPPOSITE 2 DUNALLEY ESPLANADE)	Public	1	6	5	
IMLAY STREET PARK (PLAYGROUND) DUNALLEY	Public	3	6	5	
55-57 IMLAY ST RECREATION GROUND (TOP) DUNALLEY	Public	4	3	3	
111 ARTHUR HWY, DUNALLEY (SKATE PARK)	Public	1			
5 FRANKLIN STREET, DUNALLEY (BBQ SHELTER DUNALLEY HALL)	Public	1			
DUNALLEY CEMETRY, ANNIE ST, DUNALLEY	Public	1			1
OUTSIDE 124 ARTHUR HWY, DUNALLEY	Public	1	6	5	
BOOMER JETTY ROAD- BOAT RAMP BOOMER BAY TOILET	Public	1	6	5	
BOOMER JETTY ROAD- BOAT RAMP BOOMER BAY	Public	2	6	5	
MARION BAY RD- LONG SPIT NATURE RESERVE MARION	Public	2	6	5	
MARION BAY RD- LONG SPIT NATURE RESERVE MARION	Dog	1	6	5	
COPPING/KELLEVIE					
69 ALLANBY RD- COPPING	Public	1	3	3	

LOCATION	Bin Type (Public Or Dog)	Waste Bin Qty	Collection Frequency Per Week		
			Mon - Fri & Sunday (1 December - 30 April)	Monday - Fri (1 May - 30 November)	Monday (All Year)
COMMUNITY HALL COPPING					
MARION BAY RD (OPPOSITE COPPING ROADHOUSE 2233 ARTHUR HWY) COPPING	Public	1	3	3	
COPPING CEMETERY, 2204 ARTHUR HIGHWAY, COPPING	Public	1			1
KELLEVIE RD, KELLEVIE (RECREATION OVAL)	Public	1			1
Total		187			

TENDER FORM

TENDERER CONTACT DETAILS

The following details must be completed by the Tenderer*.

Name of Tenderer (including ABN or ACN as applicable)

.....
.....

Tenderer’s Business Address

.....
.....**Postcode**

Tenderer’s Postal Address

.....
.....**Postcode**

Name and position of authorised Contact Person

.....
.....

Telephone No

.....

Mobile Phone No

.....

Facsimile No

.....

Email Address

.....

***PLEASE PRINT**

TENDERER'S DECLARATION

We the undersigned hereby declare that:

- (a) we are duly authorised to execute this document on behalf of the Tenderer; and
- (b) we have read and understand the tender documents including the Conditions of Tender and the Independent Contractor Agreement; and
- (c) the Tenderer agrees to be bound by the terms and conditions of the tender documents, including the Conditions of Tender and the Independent Contractor Agreement; and
- (d) the services which are the subject of this tender are as follows and as are fully described in the Independent Contractor Agreement:
 - i. collection and emptying of public bins and dog faeces bins;
 - ii. collection of dumped rubbish/litter; and
 - iii. removal of dead animals.
- (e) the contents of this Tender as submitted by the Tenderer are true, accurate and correct in all respects.
- (f) we agree that in the event that the Tenderer's tender is accepted the Tenderer will be deemed to have entered into legally binding relations with the Sorell Council for the provision of services in accordance with the Independent Contractor Agreement.

EXECUTED this day of 2022

Signature of Tenderer or Tenderer's }
duly authorised representative(s) as }
witnessed by the person whose }
personal details appear below }

.....
Print name of Duly Authorised Representative(s)

.....
Print position of Duly Authorised Representative(s)

.....
Signature of Witness

.....
Name of Witness

.....
Address of Witness

CONDITIONS OF TENDER

Invitation to Tender

Suitably qualified persons or corporations are invited to tender to provide the Services to the Council upon the conditions set forth in the draft Independent Contractor Agreement.

This Tender is conducted in accordance with the tendering requirements under the *Local Government Act 1993*.

1. Tender documents

1.1 The Tender documents are comprised of:

- a. the Tender Form;
- b. the Conditions of Tender;
- c. the Independent Contractor Agreement; and
- d. the Tender Schedule.

(referred to collectively as the '**Tender Documents**')

Definitions

- i. **Approved facility** means a facility approved by the Waste Management Officer where collected public bin waste may be taken.
- ii. **Copping Landfill** means the landfill operated by Southern Waste Solutions situated at Arthur Highway Copping described in certificate of title volume 126073 folio 3.
- iii. **Dog Faeces Bin** means a MGB in a public place used for the disposal of dog faeces contained in plastic bags.
- iv. **MGB** means a Mobile Garbage Bin (80L, 140L, 240L or 660L);
- v. **Public Bin** means those receptacles in public areas as notified by Council to the Contractor from time to time to be emptied by the Contractor;

-
- vi. **Waste Management Officer** means the employee of the Council appointed to the position of Waste Management Officer from time to time, and includes any officer acting in a temporary capacity;
 - vii. **WHS** means Workplace Health and Safety.

2. Summary of services tendered for

2.1 The service tendered for is the engagement of the successful Tenderer as an Independent Contractor to:

- a. undertake the emptying of Public Bins & Dog Faeces Bins within the Sorell Municipality (approximately 160 Public Bins and 27 Dog Faeces Bins) including picking up dumped rubbish lying on the ground in the vicinity of the Public Bins & Dog Faeces Bins, replacing dog faeces bags and the cleaning of the bin enclosures or surrounds and disposal of the contents at the Copping landfill. Bins shall be collected generally as follows:
 - i. Daily collection (Monday to Friday) and Sunday (for the period 1 December to 30 April) in Sorell, Midway Point, Dodges Ferry, Primrose Sands, Marion Bay, Boomer Bay and Dunalley or more often as directed by the Council Waste Management Officer, including on weekends and public holidays as required;
 - ii. Collect two times per week at Pembroke Park, Sorell;
 - iii. Collected three times per week in Copping;
 - iv. Weekly collection for all Dog Faeces Bins and the street Public Bin at Kellevie;
- b. removal of dead animals situated on public roads and reserves, on any collection day.
- c. undertake the collection of dumped rubbish and collection of litter in public places, when notified to do so by Council.
- d. arrange for Public Bins & Dog Faeces Bins to be washed at least every 6 months

-
- 2.2 The complete specification and conditions of the contract for the services tendered for are set out in the Independent Contractor Agreement.

3. **Duration of services**

Seven (7) years from the Commencement Date and the option of a three (3) month extension in accordance with clause 4 of the Independent Contractor Agreement

4. **Closing Date**

The period for the receipt of Tenders will run until 2pm on Wednesday 13 of July 2022 (the '**Closing Date**').

5. **Requirements for valid Tender**

In order to be validly made, a Tender must:

- i. include a duly completed and executed copy of the Tender Form;
- ii. include a duly completed copy of the Tender Schedule;
- iii. be lodged with Sorell Council on or before the Closing Date; and
- iv. otherwise be made and lodged in accordance with these Conditions of Tender.

5.1 **Lodgement of Tenders**

a. Tenders must:

- i. be emailed to Council at sorell.council@sorell.tas.gov.au marked 'Confidential' addressed to the attention of Sorell Council's Manager Engineering & Regulatory Services, Russell Fox of the Sorell Council Chambers, 47 Cole Street Sorell in Tasmania; and
- ii. be clearly labelled "**Tender: Public Bin Collection Service**".

b. all Tenders lodged become the property of Sorell Council.

5.2 **Late or noncompliant Tenders**

-
-
- a. any Tender received after the Closing Date will not be considered by Sorell Council.
 - b. any Tender which does not comply with the requirements of these Conditions of Tender or which contains materials that are not required may be rejected as being invalid. However Sorell Council reserves the right to consider such Tenders.
 - c. if the Tenderer or their representative/s does not attend the Tender briefing session described in clause 5.5 (if held by the Council) the Tender will not be accepted.

5.3 Costs

- a. the Tenderer acknowledges and accepts that it bears all of its own costs, expenses and losses associated with preparing and lodging its Tender.
- b. Sorell Council is not responsible for, and will not be required to compensate any Tenderer for any costs, expenses or losses which may be incurred by the Tenderer in the preparation of their Tender.

5.4 Tenderer to inform themselves

- a. Tenderers are required to acquaint themselves with all conditions relating to the Tender and to inspect all sites involved with the provision of the services pursuant to the Independent Contractor Agreement prior to submitting a Tender. Sorell Council cannot be held liable for any claim by the Tenderer based on grounds of insufficient information.
- b. Tenderers are required to familiarise themselves with all regulatory requirements relating to the Services and the elements necessary to perform the Services.
- c. This includes the extent, if any, of any GST payable for the supply of any goods and services pursuant to the Contract.
- d. If a Tenderer has any doubt as to the meaning of any part of the Tender Documents they may either:
 - i. seek clarification at the Tenderers information briefing (if held by the Council) referred to in clause 5.5; or
 - ii. seek clarification by emailing the Council's representative at the following email address – greg.robertson@sorell.tas.gov.au. Any response from the Council will be made available to all prospective Tenderers by publishing the request and the Council's response will be

emailed to all registered tenderers (see subclause e.) All matters requiring clarification must be received by no later than 2pm on 5 July 2022.

- iii. when submitting their Tender, include a statement of the interpretation upon which the Tenderer relies and upon which their Tender has been prepared and lodged.
 - iv. any clarification given pursuant to this clause 5.4 may also be issued to all other prospective Tenderers at Sorell Council's option. Sorell Council shall not be bound by any verbal advice given or information furnished by any officer of the Sorell Council in respect of this Tender other than information provided in accordance with clause 5.4(b)(i) or clause 5.5.
- e. Tenderers must register their interest by sending a 'registration of interest' email to the Waste Management Officer at greg.robertson@sorell.tas.gov.au by no later than 5pm on 24 June 2022.

5.5 Information Session & Tender briefing

If held by the Council, all Tenderers will be required to attend a Tender briefing session. Registered tenderers will be notified of the date and time. This will be an open information session to answer any questions or discuss any matters relevant to the Tender process or the contract documents. For the sake of efficiency and clarity of communication no private discussions will be entered into regarding the Tender or the contract documents and all questions, comments or discussions from prospective Tenderers are invited at the open session which will involve:

- a. A question and answer session at the Sorell Council Chambers where attendance may be in person or on-line.

5.6 Accuracy of information

- a. Tenderers are advised that amounts and figures included within the Tender Documents are supplied as estimates only and Sorell Council accepts no responsibility for the accuracy of same. Should the actual amounts or figures not match the estimated quantities or figures or even be approximately correct, the Sorell Council cannot be held responsible for any claim for loss of profits or loss of anticipated profits made by the successful Tenderer.
- b. Any discrepancies, errors or omissions in the Tender Documents discovered by a Tenderer shall be notified to the Sorell Council. Sorell Council shall not be held liable for any discrepancy, error or

omission within the Tender Documents unless such discrepancy, error or omission has specifically been brought to the Sorell Council's attention and not rectified.

5.7 Tenderer Conduct

- a. Tenderers must not:
 - i. engage in any form of collusive tendering;
 - ii. lobby Councillors or Sorell Council employees; or
 - iii. offer gifts or personal benefits to Councillors or Sorell Council employees.

5.8 Withdrawal of Tender

Tenderers may not withdraw their tender offer prior to the expiration of sixty (60) days after the Closing Date but may do so at any time thereafter.

5.9 Acceptance of Tender

- a. Tenders shall be open to acceptance by Sorell Council for a minimum period of sixty (60) days after the Closing Date.
- b. The Sorell Council is not bound to accept any Tender, including the lowest tender.
- c. The Sorell Council reserves the right to, in its absolute discretion, engage a Tenderer to perform only some of the services set out in clause 2.1
- d. A Tender will be deemed to be accepted by Sorell Council when a notice in writing of acceptance is received by the Tenderer signed by Sorell Council's General Manager. Such notice may be delivered to the successful Tenderer via email, facsimile, courier, regular post or pre-paid post.
- e. Once a Tender is accepted by Sorell Council in accordance with clause 5.9(d), the Tender Documents together with the written acceptance of the Tender constitute a legally binding agreement between Sorell Council and the successful Tenderer and the successful Tenderer agrees to be so bound.
- f. Notwithstanding the operation of clause 5.9(e), a completed version of the Independent Contractor Agreement (pertaining only to the services to be provided by the Tenderer) will be produced in order to provide an accurate record of the agreement between the parties.

5.10 Unsuccessful Tenders

- a. Any unsuccessful Tenderer may contact Sorell Council's Manager Engineering & Regulatory Services and request a debriefing interview for the purpose of identifying ways in which the Tenderer's Tender offer may have been improved.
- b. Any debriefing interview convened at the request of a Tenderer will be limited to discussing the relative merits of their Tender offer against the evaluation criteria and the strengths and weaknesses of their Tender.
- c. Debriefing interviews convened under this clause 5.10 will not be used to make comparisons between successful and unsuccessful Tenders nor will Sorell Council be required to provide justification for the selection of the successful Tenderer.

5.11 Complaints

- a. In the event that a Tenderer wishes to make a complaint regarding the Tender process they may do so in writing addressed to Sorell Council's Manager Engineering & Regulatory Services. Upon receiving a written complaint, Sorell Council's Office Manager will respond in writing.
- b. In the event that a Tenderer is not satisfied with the handling of any complaint by Sorell Council's Engineering & Regulatory Services, the Tenderer may make further complaint in writing addressed to Sorell Council's General Manager. Upon receiving a complaint, the General Manager will take whatever action is necessary to deal with the complaint.
- c. Any complaint made pursuant to this clause 5.11 must contain clear details of the issues in dispute and be accompanied with all documentation relevant to the dispute. Both Sorell Council's Manager Engineering & Regulatory Services and General Manager are entitled to reject any complaint received if, in their respective opinions, the complaint does not contain sufficient details of the disputed matter.

5.12 Alternative proposals

When completing the details of the Tender Schedule Tenderers may suggest an alternative approach. However, the Sorell Council is under no obligation to accept such alternatives.

6. Evaluation Criteria

6.1 Criteria

All tenders will be assessed against the following criteria:

- a. the cost proposed to be charged for the provision of the services, specifically;
 - i. in the case of emptying Public Bins & Dog Faeces Bins, either the amount to be charged per bin or an annual rate to provide the service;
 - ii. in the case of dumped rubbish the cost of each collection per cubic meter.
 - iii. In the case of dead animal, the cost of the collection and disposal per animal.
- b. a demonstrated experience and capability of the Tenderer to perform the services;
- c. the availability of the necessary resources (i.e. both human resources and plant and equipment) required to perform the services in an efficient and effective manner;
- d. safe work method record and statements for:
 - i. Collection of public bins; and
 - ii. Collection of dumped rubbish & dead animals.
- e. Customer complaints handling procedure;
- f. the proposed communication methods between Council and the Contractor;
- g. the provision of a transition and implementation plan including a survey of the collection locations;
- h. The use of technology to improve service delivery such as but not limited to, camera in collection vehicles and use of mobile computing software;
- i. Proposed methods of service delivery;
- j. Vehicles plant and equipment;
- k. Improvement and innovation strategies; and
- l. Quality management systems.

-
- m. The manner in which the Tenderer demonstrates it will achieve the Aims and Objectives of the Tender as set out in the Tender Information section.

6.2 Further Information

The Sorell Council, in its absolute discretion, may require the Tenderer to demonstrate the rationale and justification for the manner and method of price setting including, but not limited to:

- a. requesting the Tenderer provide documents in support; and
- b. inviting the Tenderer to discuss with Sorell Council how the prices have been determined.

7. Code for Tenders and Contracts

These Conditions of Tender have been prepared in accordance with the Sorell Council Code of Public Tendering which can be viewed at:

www.sorell.tas.gov.au

or at Sorell Council Offices during ordinary office hours.

8. Use of Subcontractors

Where a Tenderer proposes to provide any part of the Services using resources from organisations other than the Tenderer itself, substantial information relating to the contractual arrangements for such resources must be detailed in the Tender, together with information on the relevant experience of such other organisation.

Failure to provide such information may result in the Tender being excluded from further consideration.

Subcontractors will be required to satisfy the terms and conditions of these Tender Documents and will be required as a condition of their acceptance by the Council to comply with all relevant conditions of the Independent Contractor Agreement.

Tenderers will be required to ensure that subcontractors satisfy the terms and conditions of the Tender Documents and to include all relevant conditions of the Independent Contractor Agreement in subcontracts.

9. Safety Management Plan

The Tenderer shall submit a Safety Management Plan which will address as a minimum the following:

-
- I. WHS requirements, including policies, procedures and incident notifications.
 - II. WHS roles and responsibilities of the Tenderer including management teams.
 - III. Procedures for handling non-compliance with WHS policies, procedures and agreed work methods.
 - IV. Processes for eliminating or reducing WHS risks as far as practicable.
 - V. Reporting expectations, including:
 - a. Health and safety performance (e.g. incidents, near misses and hazards);
 - b. Site inductions and training;
 - c. Minutes of consultation arrangements and issue resolution;
 - d. Changing agreed actions or controls.
 - VI. Procedures for handling changed to processes, procedures or controls.
 - VII. Scheduling and procedures for inspections and audits of work.
 - VIII. Principal and Tenderer communications.
 - IX. The requirement for Tenderer to inform the Principal that their personnel are on site.
 - X. Induction and training processes.
 - XI. Methods or processes for dealing with unexpected or previously unidentified hazards and the expectation that contractors shall implement effective risk management practices as per WHS regulatory requirements.

There will be high risk work associated with this contract which includes but is not limited to, working on roads with traffic.

10. Worker Induction & Training

Council will work with other contractors to ensure that a site specific induction and online induction is provided for all workers (including sub-contractors) before commencing work.

11. To Comply with Laws

11.1 Generally

The Contractor must comply with all laws and regulations and statutory notices and demands issued and requirements pursuant to the same which have application in any way to the Services and the way in which they are carried out. This includes but is not limited to all laws relating to work health and safety and environmental pollution.

11.2 Work Health and Safety Law

Without limiting the operation of the above Clause 11.1:

-
- (a) the Contractor must comply with all requirements of the *Work Health and Safety Act 2012* (Tas) and the *Work Health and Safety Regulations 2012* (Tas);
 - (b) before the Commencement Date the Contractor must submit to the Waste Management Officer for consideration a written report ("Hazard Report") detailing all reasonably foreseeable hazards which the Contractor regards as arising out of the carrying out of the Services. In respect of each hazard identified in the Hazard Report the Contractor must identify work methods or other measures aimed at eliminating the hazard or, if the hazard cannot reasonably be eliminated, minimizing the hazard;
 - (c) Council, acting reasonably, may, in consultation with the Contractor, require changes to be made to the Hazard Report submitted pursuant to the above sub-clause 11.2; and
 - (d) the Contractor must, before performing the Services, obtain Council's written confirmation that the Hazard Report has been considered and the Contractor must ensure that the work methods and measures outlined in the Hazard Report are complied with during the Collection Period by all workers under the Contractor's control.

TENDER SCHEDULE

NOTE: Tenderers are free to annex additional sheets of paper to this Schedule if the space provided is insufficient.

1. SCHEDULE OF RATES TO BE CHARGED – WASTE COLLECTION

Complete the tables below by inserting the proposed rate for each service to be provided pursuant to the Independent Contractor Agreement.

Collection of Public bins, dumped rubbish & dead animals

Item	Description	Unit	Quantity	Rate
1.	<p><u>Emptying Public Bins</u> The rate to be charged for each public bin is fixed as</p> <p>or</p> <p>The annual rate to provide the collection service; and</p> <p>The rate for collection of additional bins added during the contract period.</p>	<p>\$ per bin-</p> <p>\$ per bin</p>	<p>approx. 160 bins (street)</p> <p>27 dog bins</p> <p>approx. 160 bins (street)</p> <p>27 dog bins</p>	<p>\$ Per bin</p> <p>\$ Per year</p> <p>\$ Per bin</p>
2	<p><u>Collection of dead animal on public roads or reserves</u> When requested (not including as part of street bin collection)</p>	Per collection		\$ per collection
3	<p><u>Collection dumped rubbish</u> The rate to be charged per collection</p> <p>The rate to be charged per m³</p> <p>Collection and disposal of dead animals</p>	<p>\$ Per collection</p> <p>\$ Per m³</p> <p>\$ Per animal</p>		<p>\$ Per collection</p> <p>\$ Per m³</p> <p>\$ Per animal</p>
4	<p><u>Cleaning (washing) of public bins</u></p>	<p>\$ Per bin</p>	<p>approx. 160 bins (street)</p> <p>27 dog bins</p>	<p>\$ Per bin</p>

2.

SCHEDULE OF EXPERIENCE

Provide details of all current and previous contracts held for the provision of services similar to those set out in the Independent Contractor Agreement including the names and telephone numbers of contact persons at those organisations, associated contract periods, waste and or recyclable items picked up and any other details that may be relevant.

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3.

SUB-CONTRACTORS

Provide details of all subcontractors, suppliers and specialists (if applicable) who will be utilised by the Tenderer in order to provide the services in accordance with the Independent Contractor Agreement, including names, addresses and contact information.

1.
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2.
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3.
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4. SCHEDULE OF WORK METHOD

Describe in detail how the Tenderer intends to provide the services pursuant to the Independent Contractor Agreement, including information regarding:

- (a) The number and description of vehicles to be used;
- (b) The number of employees/agents/sub-contractors to be used;
- (c) Details of emergency/contingency vehicles and response times to be used in the event of mechanical failure of primary vehicles;
- (d) Collection of Public Bins and Dog Faeces Bins and dead animals;
- (e) Safe work method statements for each activity; and
- (f) How it will meet the Aims and Objectives of the Tender as described in the Tender Information section.

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5. COLLECTION VEHICLE DETAILS

Make of cab/chassis

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Year of manufacture

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Make of Body

.....

Year of body manufacture

.....

Make of Hydraulic MGB lifter

.....

Number of trucks to be used

.....

Capacity of truck body

.....

Standby Collection Vehicle details

.....

Details of vehicle service and maintenance arrangements

.....

Confirmation that spare parts are available locally

.....

Confirmation that the collection vehicle will be fitted with an on-board GPS-based camera technology and associated software to stream on-demand the collection locations.

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6. DETAILS OF OTHER RELEVANT PLANT AND EQUIPMENT including the bin washer (if applicable).

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7. VEHICLE DEPOT DETAILS

Provide details of the location of the proposed depot for storage of vehicles used to provide the services, including a depot phone number, depot email, truck mobile phone number, or any other alternative method of communication proposed by the Tenderer.

Depot Location:

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.....

Depot email:

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.....

Depot phone number:

.....
.....

Depot Facsimile:

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.....

Mobile Phone contact details:

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.....

8. DETAILS OF THE RISK MANAGEMENT INCLUDING POLICIES AND PROCEDURES FOR OCCUPATIONAL HEALTH AND SAFETY, ENVIRONMENTAL MANAGEMENT, RECORD OF THE TENDERER AND THEIR PROPOSED SUBCONTRACTORS

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9. GUARANTOR DETAILS

Provide the name, address, position and contact details of persons to be named as Guarantor for the purposes of the Independent Contractor Agreement.

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10. Aims and Objectives

Provide a capability statement and details on how the Tenderer will meet the Aims and Objectives.

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11. **Driver Details**

Provide details of the driver/s to be used and their experience in waste collection.

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INDEPENDENT CONTRACTOR AGREEMENT

WASTE MANAGEMENT SERVICES

- BETWEEN -

SORELL COUNCIL

(“the Council”)

-AND-

Successful Tenderer

(“the Contractor”)

ABETZ CURTIS LAWYERS **Ref: 150098**
83 DAVEY STREET
HOBART TAS 7000
info@abetzcurtis.com.au
Ph: (03) 6223 8955
Fax: (03) 6234 9640

THIS AGREEMENT is made on the day of 2022.

PARTIES:

SORELL COUNCIL, a body corporate with perpetual succession created pursuant to the *Local Government Act 1993* of 47 Cole Street Sorell in Tasmania
(“Council”)

AND

SUCCESSFUL TENDERER (ACN)
(“Contractor”)

BACKGROUND

- A. The Council seeks to engage a suitable entity to provide the Services as an independent contractor.
- B. The Contractor seeks to be engaged by Council to provide the Services.
- C. The Council agrees to engage the Contractor to provide the Services in the capacity of an independent contractor in accordance with the terms and conditions of this Agreement.

OPERATIVE PART

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

- a. **Agreement** is a reference to this independent contractor agreement and includes any schedules and annexures to this Agreement;
- b. **Approved Disposal Facility** means a facility approved by the Waste Management Officer where public bin or dog faeces bin waste may be taken.
- c. **Business Day** means a day, which is not a Saturday, Sunday or Public Holiday as taken under the *Statutory Holiday Act 2000* limited to the greater Hobart area;
- d. **Collection and Disposal Fee** means the remuneration paid by Council to the Contractor under this Agreement;
- e. **Collection and Disposal Invoice** means a written invoice supplied by the Contractor to the Council pursuant to clause 8.1 of this Agreement

that is GST compliant and calculates the Collection and Disposal Fee in accordance with the formula set out in Schedule 3 of this Agreement;

- f. **Collection Day** means the day on which the collection and disposal of Public Bins occur;
- g. **Collection Vehicles** means the vehicles to be used by the Contractor to perform the Services under this Agreement;
- h. **Commencement Date** means the date the Agreement is executed;
- i. **Contractor** means the Contractor, and where appropriate its employees, sub-contractors, agents and any other persons or entities under the control or direction of the Contractor;
- j. **Copping Landfill** means the landfill operated by Southern Waste Solutions situated at Arthur Highway Copping described in certificate of title volume 126073 folio 3;
- k. **CPI Adjustment** means the adjustment of the Collection and Disposal Fee as described in clause 8.4 of this Agreement;
- l. **Current Collection Areas** means the areas indicated on the plan which forms Schedule 1 to this Agreement, as may be varied from time to time;
- m. **Dead Animal** includes a possum, wombat, wallaby, kangaroo, dog, cat or other mammal but does not include horses, cows or sheep;
- n. **Dog Faeces Bin** means a bin a public place used for the disposal of dog faeces contained in plastic bags;
- o. **Dumped Rubbish** means litter, putrescible waste, furniture, white goods, equipment or any other similar item of waste other than Hazardous Waste.
- p. **Force Majeure Event** means any event or circumstance or combination of events and circumstances which:
 - i. is unforeseen, unforeseeable and beyond the control of the party affected by that event or circumstance or combination of events and circumstances;
 - ii. causes or results in the prevention of the performance by the affected party of any of its obligations under this Agreement; and
 - iii. is impossible to prevent, overcome or remedy with the exercise of care and diligence consistent with that of a professional contractor experienced in projects or activities of a similar nature to the Services.
- q. **GPS** means a global positioning system;

- r. **GST** means the Goods and Services Tax prescribed by the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
- s. **Hazardous Waste** includes, but is not limited to asbestos, paint, agricultural or veterinary chemicals, tyres, lead, gas bottles, batteries, flammable liquids or any other substance considered hazardous by the waste management officer.
- t. **Derwent Park Transfer Station** means the waste transfer station situated at Derwent Park Road, Lutana.
- u. **Nuisance** means an environmental nuisance as defined in section 199 of the *Local Government Act 1993* (Tas) (as varied or replaced) and as determined by Council's Environmental Health Officer;
- v. **Public Bins** means those receptacles in public areas (as notified by Council to the Contractor from time to time in accordance with clause 9.1) to be emptied by the Contractor as set out in clause 5.4, and includes Dog Faeces Bins;
- w. **Services** means the services to be provided by the Contractor under this Agreement and as described in clause 5.1 of this Agreement;
- x. **Tenement** means room, set of rooms, flats, units or house forming separate residencies or dwelling used for residential purposes;
- y. **Term** means the period of time specified in clause 4 of this Agreement as varied or extended;
- z. **Warranties** means those warranties given by the Contractor as set out in clause 14 of this Agreement;
- aa. **Waste Levy**: means a fee charge for disposal of waste at a Landfill facility in accordance with the *Waste and Resource Recovery Act 2022*; and
- bb. **Waste Management Officer** means the employee of the Council appointed to the position of Waste Management Officer from time to time, and includes any officer acting in a temporary capacity.

1.2 Interpretation

In this Agreement except to the extent that the context requires otherwise or the contrary intention appears:

- a. references to any legislation or to any provision of any legislation shall include any modification, consolidation or re-enactment of, or any

provision substituted for, and all statutory instruments issued under such legislation or provisions;

- b. where in this Agreement a period of time dating from a given day, act or event is specified or allowed for any purpose, the time shall be reckoned exclusive of that day or of the day on which the act or event occurred but inclusive of the day on which that period expires or in the event that any day on which the work or payment is to be done is not a Business Day such act, matter or thing shall be done on the immediately succeeding Business Day;
- c. words importing the singular or plural shall include the plural and the singular respectively;
- d. words importing any gender shall include every gender;
- e. a reference to a person includes a reference to the corporation, firm, authority, government or governmental agent;
- f. clause headings do not affect the interpretation of this Agreement;
- g. where a word or phrase is given a particular meaning in this Agreement, other cognate parts of speech and grammatical forms of that word or phrase shall have a corresponding meaning;
- h. references to a clause, paragraph, schedule, annexure or part shall be a reference to a clause, paragraph, schedule, annexure or part of this Agreement;
- i. every contract or undertaking expressed or implied by which more than one person is bound shall bind those persons and any two or greater number of them jointly and each of them severally;
- j. references to a party shall include that party's executors, administrators and permitted assigns, or being a Council, its successors and permitted assigns and any other person deriving title under those persons or Councils;
- k. reference to time shall be reference to Tasmanian time;
- l. time shall be of the essence to the performance and observance of the obligations of the Contractor under this Agreement and to periods stipulated in this Agreement within which any act, matter or thing shall or may be done by the Contractor.

2. AGREEMENT TO PROVIDE SERVICES

- 2.1 The Contactor agrees to provide the Services for the duration of the Term and in accordance with the terms and conditions of this Agreement.

- 2.2 In consideration for providing the Services, the Council agrees to remunerate the Contractor in accordance with clause 8 of this Agreement.

3. INDEPENDENT CONTRACTOR RELATIONSHIP

- 3.1 The parties agree that the Contractor is engaged under this Agreement as an independent contractor and that the Contractor in performing its duties and obligations under this Agreement in no way is, or is intended to be, an employee, servant or agent of the Council.
- 3.2 The parties agree that the engagement of the Contractor is not an exclusive engagement. Whilst the Contractor does not provide the Services exclusively to the Council and is free to enter into other contracts with third parties, those other contracts:
- a. must not place the Contractor in a conflict of interest, or possible conflict of interest, between the Contractor's obligations to the Council under this Agreement and the Contractor's obligations to the third party; and
 - b. must not take priority over the obligations of the Contractor under this Agreement.
- 3.3 When performing the Services the Contractor will adhere to the Council's policies regarding workplace health and safety, alcohol and other drugs, anti-discrimination, sexual harassment, fitness for work, workplace behaviour, and any other matter as advised by the Waste Management Officer.
- 3.4 The Contractor will not, on behalf of its employees, sub-contractors, agents and any other persons or entities under the control or direction of the Contractor, claim upon the Council in respect of any leave entitlements, including (but not limited to) annual leave, public holidays, sick leave, long service leave, other entitlements or otherwise in respect of any claims under any relevant workers' compensation legislation, superannuation legislation or any other legislation or regulations affecting or relating to the relationship between an employer and employee.
- 3.5 Use of Sub-contractors
- a. The Contractor may use sub-contractors to perform the Services.
 - b. The Contractor must provide prior written notice together with details of sub-contractors it proposes to use to perform any aspect of the Services. The Contractor must also provide such details of sub-contractors as the Council may request from time to time.
 - c. The Contractor remains liable for delivery of Services at all times and the Contractor is responsible for the actions and omissions of sub-

contractors as though they were the actions and omissions of the Contractor under this Contract.

4. TERM

- 4.1 The term of the Agreement is seven (7) years from the Commencement Date.
- 4.2 Upon providing notice to the Contractor not less than two (2) weeks prior to the expiry of the Term, the Council may in its absolute discretion extend the Term for a period of up to three (3) months upon the same terms and conditions set out in this Agreement, inclusive of this clause 4.2.

5. THE SERVICES

- 5.1 The Services to be provided by the Contractor under this Agreement is :
- a. **the emptying of Public Bins and Dog Faeces Bins in the Current Collection Areas;**
 - b. **the removal of Dead Animals; and**
 - c. **the collection of dumped rubbish and litter**
- 5.2 The Contractor agrees to perform the Services in the Current Collection Areas strictly in accordance with the following conditions:
- a. In regard to the Public Bins situated at Sorell, Midway Point, Dodges Ferry, Primrose Sands, Marion Bay, Boomer Bay and Dunalley, collection and disposal from the Public Bins daily between Monday to Friday, and Sunday (for the period 1 December to 30 April), or more often as directed by Council's Waste Management Officer, including on weekends and public holidays;
 - b. In regard to Public Bins situated at Copping, collection and disposal from Public Bins three times per week;
 - c. In regard to Public Bins situated at Pembroke Park, collection and disposal from Public Bins two times per week;
 - d. In regard to Public Bins situated at Kellevie and all Dog Faeces Bins, collection and disposal from Public Bins and Dog Faeces Bins once a week; Refill the dog faeces bag dispensers with the bags provided by Council (at Council's cost) as reasonably required from time to time to ensure there are sufficient bags for public use;
 - e. Removal and disposal of dead animals situated on public roads and reserves on any Collection Day; and
 - f. Removal of dumped rubbish or litter when requested by Council.

- g. Notwithstanding the collection schedule set out above, the Waste Management Officer may from time to time direct the Contractor to empty the Public Bins on such days and at such times as he sees fit, including weekends and public holidays, and the Contractor must comply with any such direction;
- h. In addition to emptying the Public Bins, the Contractor must pick up rubbish on the ground in the vicinity of the Public Bins;
- i. In accordance with clause 9.2, the Contractor will be notified of the Public Bins to be serviced;
- j. Clean the bins and bin surrounds weekly or more frequently if required, or as directed by the Waste Management Officer;
- k. Collect Dead Animals in public reserves or on public roads when the Contractor notices the animals on a road or reserve or when directed by the Waste Management Officer;
- l. The Contractor is to specify the typical times of the day that Collections will occur and obtain the consent of the Waste Management Officer;
- m. Disposal of waste from Public Bins to be undertaken at the Copping Landfill.
- n. Wash Public Bins at least every 6 months.
- o. Collect dumped rubbish in public reserves or on public roads when directed by the Waste Management Officer, or when seen by the Contractor; and
- p. Notify the Waste Management Officer when Public Bins or associated stands/enclosures are damaged or have been stolen.
- q. The Contractor at Councils expense, may be required to provide reports or conducts surveys of Public Bins including, but not limited to the condition of bins and associated surrounds and the amount of waste in bins.
- r. Council is responsible for the cost of waste disposal, including any waste disposal levies.
- s. The Contractor is not required to empty any Public Bins that are less than ¼ full.

6. GENERAL REQUIREMENTS FOR PROVISION OF SERVICES

- 6.1 In addition to and without limiting the obligations of the Contractor under clause 5, the Contractor must at all times comply with the obligations set out in this clause 6.
- 6.2 When performing the Services the Contractor must at the Contractor's expense:
- a. immediately recover and remove any Rubbish or substances that are spilled during the performance of Services; and
 - b. clean any mark or stain caused by any spill.
- 6.3 The Contractor must within 14 days of the Commencement Date provide Council with procedures for:
- a. Missed collection and how such missed collections will be investigated and dealt with by the Contractor;
 - b. Such other procedures as requested by the Waste Management Officer.
- 6.4 The Waste Management Officer may require the Contractor to alter or amend the procedures referred to in clause 6.3.

7. LIQUIDATED DAMAGES

- 7.1 The Contractor agrees to pay the Council the amounts set out in Schedule 3 for failure to comply with the provisions of this Agreement, as set out in that Schedule.
- 7.2 At the Council's option, any payment due under clause 7.1 may be deducted from any unpaid Collection Fee.
- 7.3 A claim for liquidated damages pursuant to this clause 7 is without prejudice to any other rights the Council may have pursuant to the terms of this Agreement.

8. REMUNERATION OF CONTRACTOR

- 8.1 Provision of Collection and Disposal Invoice
- a. At the end of each calendar month the Contractor will prepare a Collection & Disposal Invoice setting out the Collection and Disposal Fee applicable for that calendar month and provide such invoice to Council.
 - b. The Collection & Disposal Fee must be calculated strictly in accordance with the formula set out in Schedule 3 of this Agreement.

- c. The Collection & Disposal Invoice must clearly show the calculation of the Collection & Disposal Fee in relation to each of the Services provided by the Contractor.

8.2 Payment of Collection and Disposal Invoice

- a. Council will render payment for each valid and undisputed Collection and Disposal Invoice within thirty (30) days from receipt of the Collection and Disposal Invoice.
- b. Payment of the Collection and Disposal Fee will be made by cheque or EFT direct deposit into the bank account nominated by the Contractor.

8.3 Invalid Collection & Disposal Invoice

- a. In the event that, in the opinion of the Waste Management Officer, a Collection and Disposal Invoice is not valid:
 - i. the Waste Management Officer will notify the Contractor of the reasons for invalidity; and
 - ii. the Contractor is required to amend the invalid Collection and Disposal Invoice to the Waste Management Officer's satisfaction before resubmitting same to Council; and
 - iii. upon receiving the amended Collection and Disposal Invoice and provided that the Waste Management Officer is satisfied that the reasons for invalidity have been adequately addressed, Council has a period of thirty (30) days from the date of receipt to render payment for the amended Collection & Disposal Invoice.

8.4 Adjustment of Collection & Disposal Fee in accordance with Consumer Price Index

- a. Upon each anniversary of the Commencement Date, the Collection Fee only for the Services shall be adjusted in accordance with the most recent change to the Consumer Price Index for Hobart (All Groups), published by the Australian Bureau of Statistics ('CPI'). This adjustment will be calculated by multiplying the total Collection Fee for the previous 12 months by the CPI for the 12 months ending at the end of the latest available quarter and dividing it by the CPI for the preceding 12 months.
- b. In the event that the Commonwealth Government ceases to publish the Consumer Price Index or in the event that the basis of calculating that Index is substantially changed there shall be substituted for it an Index Number which reflects the fluctuations in the costs of living in Hobart and which the parties may mutually agree upon and if they are unable to agree then such Index Number shall be determined by the President for

the time being of the Tasmanian Chamber of Commerce and Industry or his nominee whose decision shall be binding and conclusive. Due conversion shall be made to preserve the intended continuity of calculation by making the appropriate arithmetical adjustment so that the substituted Index Number corresponds in reference to the Consumer Price Index Number for Hobart (All Groups).

- 8.5 Upon each anniversary of the Commencement Date, the Disposal Fee only for the Services shall be adjusted, if necessary, in line with any changes during the preceding twelve months in any applicable gate fees charged by Copping Landfill (or other landfill facility, which is used by agreement of the parties) in connection with the disposal of waste pursuant to this Agreement.

9. NOTIFICATION OF INFORMATION TO CONTRACTOR

9.1 Notification about Public Bins, including Dog Faeces Bins

- a. The Council has the sole power to determine the number and location of Public Bins for the purposes of this Agreement.
- b. Within seven (7) days of the Commencement Date, the Council will notify the Contractor of the number of Public Bins to be emptied in accordance with clause 5.4, and the location of those Public Bins.
- c. The Council may vary the number or location of Public Bins at any given time, and upon doing so:
 - i. the Council will notify the Contractor of the variation as soon as practicable; and
 - ii. the Contractor will provide the Services in such a way as to accommodate the variation in the number or location of the Public Bins.
- d. Within twenty four (24) hours the Contractor will notify the Waste Management Officer of any broken or damaged bins or bin surrounds observed when bins are emptied.

10. COMMUNICATION PROTOCOL

- 10.1 The Contractor shall ensure that each Collection Vehicle is equipped with a communications system that enables the Contractor and, if necessary, the Waste Management Officer, to contact each Collection Vehicle at all times during the performance of the Services.
- 10.2 By the close of business on each collection day, a report of any issues arising on that day regarding the Services will be sent to the Contractor's depot by the Waste Management Officer and similarly the Contractor must provide the

Waste Management Officer a daily report on any issues arising on that day related to the delivery of the Services.

- 10.3 The Contractor must respond to each report prior to close of business on the following working day and set out the action taken on each of the issues raised in the report.
- 10.4 The Contractor must notify the Waste Management Officer of all complaints received by the Contractor concerning the delivery of the Services.
- 10.5 The Waste Management Officer will notify the Contractor of all complaints received by the Council concerning the delivery of the Services and, if considered necessary by the Waste Management Officer, Council will give notice to the Contractor to remedy any complaint within twenty four (24) hours, or such other time as is specified in the notice. If the Contractor fails to remedy the complaint within the time specified in the notice then the Council may take all reasonable steps to remedy the complaint and deduct the cost of doing so from any unpaid Collection Fee.
- 10.6 The Waste Management Officer may call a meeting with the Contractor for the purpose of discussing any complaints or other issues that may arise regarding the delivery of the Services.
- 10.7 If a mechanical breakdown, sickness, strike or some other event unforeseen or foreseen by the Contractor occurs which affects the provision of the Services by more than four (4) hours on any given day, the Contractor must notify the Waste Management Officer of the delay as soon as possible.
- 10.8 The Contractor shall ensure that each Collection Vehicle is equipped with a camera system that enables the Contractor to continuously record the collection of bins and the location of the Collection Vehicle. Records of collection completed shall be kept for a period of at least 2 weeks and must, upon request, be provided to the Waste Management Officer.
- 10.9 The Contractor shall provide copies of camera footage, when request by the Waste Management Officer.

11. CONDUCT OF THE CONTRACTOR'S EMPLOYEES

- 11.1 The Contractor, at all times whilst engaged in the provision of Services, must ensure that its employees, sub-contractors, agents and any other persons or entities under its control or direction:
 - a. conduct themselves in a sober, civil, obliging and inoffensive manner;
 - b. perform the Services with as little noise or disturbance as possible;
 - c. perform the Services in as efficient a manner as possible;

- d. be attired in a neat and tidy manner suitable to the performance of work being undertaken.

11.2 The Council is entitled to require any employee, sub-contractor, agent or any other persons or entity under the Contractor's control or direction to be excluded from any involvement with the provision of the Services if, in the opinion of the Waste Management Officer, the person concerned has persistently failed to comply with clause 11.1 of this Agreement.

12. INSURANCE

12.1 For the purposes of this Agreement the Contractor must take out and keep current at all times throughout the Term the following policies of insurance:

- a. A public liability policy of insurance in respect of the Contractors performance or non-performance of its obligations under this Agreement for an amount of \$20,000,000.
- b. A workers compensation policy of insurance in accordance with the *Workers Rehabilitation and Compensation Act 1988* for any employees, sub-contractors, agents and any other persons or entities under the control or direction of the Contractor;
- c. A comprehensive motor vehicle insurance policy for an amount at least equal to the value of the Collection Vehicles owned or under the control of the Contractor and used in connection with this Agreement and including motor vehicle third party property damage insurance with respect to those vehicles for an amount of not less than \$10,000,000; and
- d. Compulsory third party insurance for injury to a person resulting from a motor vehicle accident.

12.2 The insurance policies required by clause 12.1 shall be taken out with an insurance company approved by the Council, however the Council is not to unreasonably withhold approval. Copies of certificates of currency shall be provided to the Waste Management Officer prior to the expiry of the previous certificates.

12.3 If requested by the Waste Management Officer, the Contractor shall provide the Council with copies of the policies referred to in clause 12.1 from time to time and with the certificates of currency for such policies.

12.4 The Contractor shall not do or permit to be done anything as a result of which any insurance taken out by the Contractor or the Council may be rendered void or avoidable or which would cause the premium payable on any such insurance to increase.

13. CONTRACTOR'S INDEMNITY

13.1 The Contractor agrees to indemnify and keep indemnified, and to hold harmless the Council, its servants and agents, and each of them from and against all actions, costs, claims, charges, expenses and damages whatsoever which may be brought or made or claimed against them arising out of, or in relation to:

- a. any negligent act or omission of the Contractor in the provision of the Services;
- b. any loss or damage to any person, or the property of the Council or any other person, or loss or damage to any person including the employees, sub-contractors, agents and any other persons or entities under the control or direction of the Contractor, incurred in the provision of the Services;
- c. any loss, expense or damage incurred by the Council, its employees or agents as a result of the provision of the Services;
- d. any material loss, expense or damage incurred by the Council arising out of or in relation to any breach of this Agreement by the Contractor;

provided that the Contractor's liability to indemnify the Council will be reduced proportionately to the extent that any act or omission of the Council or employees or agents of the Council may have contributed to the loss, death or injury.

13.2 This clause does not merge upon the expiration or completion of this Agreement.

14. CONTRACTOR'S WARRANTIES

14.1 The Contractor acknowledges that it has made and given the Warranties set out in this clause 14 with the intention of inducing the Council to enter into this Agreement and that the Council has entered into this Agreement in full reliance on the Warranties.

14.2 The Contractor hereby expressly warrants to the Council that:

- a. the Contractor will exercise reasonable professional skill and care when carrying out its obligations under this Agreement;
- b. the Contractor, its employees, sub-contractors and agents are possessed of the necessary skills, qualifications, experience and expertise required to perform the duties and obligations under this Agreement;
- c. the Contractor is possessed of, or is readily able to obtain, all plant, equipment and labour required in order to fulfil its obligations under this Agreement;

- d. the Contractor is appraised of all industry standards applicable to the delivery of the Services under this Agreement and will perform its obligations under this Agreement strictly in accordance with those industry standards;
- e. the Contractor will maintain all of the policies of insurance required by clause 12 of this Agreement;
- f. the Contractor will be responsible for the health and safety of the Contractor's employees, sub-contractors, agents and any other persons or entities under its control or direction and will at all times comply with all statutory requirements and industry standards regarding the health and safety of its employees. The Contractor is to maintain all records of induction and training of the Contractor's staff delivering the Services;
- g. the Contractor has and Australian Business Number ("ABN") and is registered for GST.

(collectively referred to as the **"Warranties"**).

- 14.3 The Contractor hereby indemnifies the Council against any claim or loss incurred or suffered by or brought or made or recovered against the Council (directly or indirectly) in connection with any inaccuracy in or any breach of any of the Warranties.
- 14.4 For the avoidance of doubt, the Warranties set out in this clause 14 are continuing in nature.

15. WASTE MANAGEMENT OFFICER

- 15.1 The Contractor shall undertake its obligations under this Agreement to the reasonable satisfaction of the Waste Management Officer.
- 15.2 Unless otherwise provided for in this Agreement the Waste Management Officer will give any instructions to the Contractor in writing unless circumstances require a verbal instruction being issued, in which case the Contractor shall observe that instruction as if it had been given in writing.
- 15.3 The Contractor must comply with any reasonable instruction or direction given by the Waste Management Officer, including instructions regarding the safety of Collection Vehicles or the collection of; Public Bins, Dead Animals, Dumped Rubbish, within the time specified by the Waste Management Officer for complying with that instruction.
- 15.4 The Council and the Waste Management Officer may at all times when the Contractor's Facilities are available for service under the Contract access and inspect those Facilities and associated Vehicles, Plant and Equipment and records to satisfy themselves that the Contractor is complying with its obligations under this Contract.

- 15.5 The Waste Management Officer may give directions for the better performance of this Contract and the Contractor will give effect to such directions as if they constituted express terms of this Contract, provided however, that any directions giving rise to variations will be subject to the agreement of the Parties as set out in Clause 24.

16. DISRUPTION OF SERVICES

- 16.1 If for whatever reason:

- a. the Contractor is unable to provide the Services in accordance with this Agreement; and
- b. such inability lasts for a period in excess of twenty four (24) hours,

Council may engage any one or more third parties of its choosing to perform the Services until such time as the Contractor is able to reinstate provision of the Services.

- 16.2 All costs and expenses of engaging third parties pursuant to clause 16.1 (including legal costs and expenses on a full indemnity basis) ('Costs') will, at the option of the Council, be payable by the Contractor and shall be paid by the Contractor immediately on demand in writing by the Council or alternatively may at the option of Council be deducted from any unpaid Collection Fee.
- 16.3 In the event that the Contractor is unable to pay the Costs in accordance with clause 16.2 of this Agreement, the Contractor will be liable to pay an amount of interest on the amount of the Costs calculated at the rate of 10.00% per annum compounding annually until such time as the Costs are paid in full.

17. COLLECTION VEHICLES

- 17.1 The Contractor shall provide sufficient and suitable Collection Vehicles to undertake its obligations under this Agreement and all such vehicles must comply with all relevant legislative requirements.
- 17.2 During the collection process the Collection Vehicles shall have hazard lights and reversing beepers operating and the persons in control of the vehicle shall wear appropriate personal protective equipment.
- 17.3 Collection Vehicles shall be kept clean and in good mechanical condition to the reasonable satisfaction of the Waste Management Officer.
- 17.4 The Contractor will not be entitled to additional remuneration under this Agreement in the event that at any time during the Term it is required to provide additional Collection Vehicles in order to provide the Services.
- 17.5 All Collection Vehicles must:

- a. be no older than fifteen (15) years at any stage throughout the life of this Agreement and be fit for purpose;
 - b. be designed so that at no time during loading or transportation of Dead Animals or the contents of Public Bins, any Rubbish, or other matter may freely escape from the Collection Vehicles;
 - c. be clearly marked to indicate that the Collection Vehicles are being utilised for the collection of Waste;
 - d. be fitted with an on-board GPS-based camera technology and associated software to stream on-demand the collection locations.
- 17.6 The Contractor shall ensure that one or more Collection Vehicles are maintained on standby for use in the event that any Collection Vehicle suffers mechanical failure undertaking the Services and must be replaced.
- 17.7 All Collection Vehicles must be thoroughly cleaned and disinfected daily and kept in a state of cleanliness and good mechanical condition to the satisfaction of the Waste Management Officer.
- 17.8 All Collection Vehicles shall be equipped with:
- a. written operating procedures for the vehicle;
 - b. written safety procedures;
 - c. written emergency procedures that comply with the applicable industry standard;
 - d. a suitable first aid kit;
 - e. a shovel, broom and other suitable cleaning equipment of a type satisfactory to the Waste Management Officer to remove spilled Waste, rubbish, substances and liquids and clean areas affected by spills;
 - f. all necessary paperwork to record and or document any incidents or occurrences as required by this Agreement; and
 - g. an oil spill kit to clean up fuel and oil spills from the vehicle.

18. TERMINATION

- 18.1 The Council may at its option immediately terminate this Agreement upon the happening of any of the following:
- a. any breach of the Warranties; or

- b. any discovery by Council that the Contractor has intentionally failed to accurately keep and maintain the Collection Records or the Returns Records as defined in Clause 25 of this Agreement;
- 18.2 The Council may at its option terminate this Agreement by providing thirty (30) days written notice to the Contractor upon the occurrence of any one of the following:
- a. the Contractor is in breach of any term of this Agreement and fails to remedy such breach within a period of fourteen (14) days of receipt of a notice from the Waste Management Officer to do so; or
 - b. if an application for the winding up or bankruptcy of the Contractor is presented and the Contractor cannot within ten (10) Business Days reasonably satisfy Council that the application is frivolous or vexatious or an order is made, or any resolution is passed, for the winding up of the Contractor provided always that it will not be an event of default where the winding up of the Contractor is for the purpose of reconstruction or amalgamation and Council has given its prior written consent, which will not be unreasonably withheld if a receiver or receiver and manager or provisional liquidator of the Contractor is appointed; or
 - c. if due to the actions, omissions, negligence or otherwise of the Contractor, its employees, servants or agents any execution or other process of any Court or authority is issued against or levied upon the Contractor and is not discharged or a stay of execution is not obtained within thirty days or, a stay of execution having been so obtained, the execution or process is not discharged within ten (10) weeks after the issue or levy of the execution or process, as the case may be; or
 - d. if without Council's prior written consent the Contractor suspends payment generally or ceases to carry on its business or is unable to pay its debts as that term is applied under the *Corporations Act 2001*; or
 - e. if without Council's prior written consent the Contractor enters into any arrangement, reconstruction or composition with its creditors or any of them; or
 - f. if without Council's prior written consent (which consent will not be unreasonably withheld) the Contractor reduces its share capital or attempts to do so; or
 - g. if without Council's prior written consent, effective control of the Contractor is altered to any material extent from that subsisting at the Commencement Date; or
 - h. if, in the opinion of Council, there is a material adverse change in the financial condition of the Contractor then, without prejudice to any other rights which the Council may have.

- 18.3 The Contractor may at its option terminate this Agreement by providing thirty (30) days written notice to the Council if the Council fails to render payment of any amount due and owing to the Contractor pursuant to this Agreement and such failure is not rectified within a period of thirty (30) days from receipt of notice from the Contractor detailing the alleged failure.

19. COMPLIANCE WITH LEGISLATION

- 19.1 The Contractor must observe and comply with any legislation, regulations, by-laws or statutory requirements which are relevant to the performance of the Services under this Agreement,

20. FORCE MAJEURE

- 20.1 If a Force Majeure Event occurs the obligations of the party affected by the Force Majeure Event (**‘Affected Party’**) are suspended, to the extent that they are affected by the Force majeure Event, until cessation of the Force Majeure Event.
- 20.2 The Affected Party which is prevented or delayed in the performance of any of its obligations under this Agreement shall give notice to the other party of a Force Majeure Event upon it being foreseen by, or becoming known to, the Affected Party.

21. ASSIGNMENT

- 21.1 The Contractor must not assign its obligations under this Agreement without first obtaining the prior written approval of the Council to do so.
- 21.2 Prior to performing any assignment of its obligations under this Agreement, the Contractor must satisfy the following conditions:
- a. any monies payable by the Contractor to the Council under this Agreement must have been paid in full;
 - b. the Contractor must not be in breach of this Agreement;
 - c. the Contractor must obtain the execution by the assignee of an appropriate assignment or document in a form approved by the Council;
 - d. the Contractor must pay all costs incurred in the preparation of the assignment; and
 - e. where the proposed assignee is a company then the Council may require the directors and/or controlling shareholders of the company to enter into a deed guaranteeing the performance by that company of the terms of the assignment. Such guarantee must be in a form acceptable to the Council and the costs incurred by the Council in the preparation and execution of the guarantee shall be paid by the Contractor.

22. DISPUTE RESOLUTION

- 22.1 Any difference or dispute arising out of, or in relation to any matter referred to in this Agreement must be referred to dispute resolution in accordance with this clause 22.
- 22.2 The parties are where possible to attempt to settle any differences or disputes by conciliation and prior to giving the other party a Dispute Notice in accordance with clause 22.3. The parties must take all reasonable steps to attempt to resolve any difference or dispute within a reasonable time, and attempt to agree upon a process for resolving the dispute or difference.
- 22.3 If the parties are not able to resolve the matter in dispute then either party may issue a Dispute Notice. A Dispute Notice must set out:
- a. the cause and nature of the dispute;
 - b. the clause of the Agreement that the dispute relates to (if applicable);
 - c. the manner proposed to settle the dispute; and
 - d. any other information relevant to the dispute.
- 22.4 Despite the service of a Dispute Notice, all parties must to the fullest extent possible continue to fulfil their obligations under this Agreement pending resolution of the dispute.
- 22.5 As soon as practicable following the giving of a Dispute Notice to the other party, the Council and the Contractor must meet and make genuine attempts to resolve the dispute or difference, or if the dispute or difference cannot be resolved, attempt to agree upon a process for resolving the dispute or difference.
- 22.6 Unless otherwise agreed in writing by the parties, if there is any dispute or difference at any time in connection with any matter arising out of, or in relation to, any matter referred to in this Agreement between the Council and the Contractor that is not resolved to the satisfaction of both parties within twenty one (21) Business Days of the service of the Dispute Notice (or such other time that is agreed by the parties), it must be determined by a person appointed by agreement between the parties. If the parties cannot agree on a suitable person to be appointed to determine the dispute then the person is to be appointed by the President for the time being of the Law Society of Tasmania and acting as an arbitrator pursuant to the *Commercial Arbitration Act 1986*.
- 22.7 Both parties agree that the decision made by the independent person appointed in accordance with clause 22.6 of this Agreement is final and binding on the parties.

23. NOTICES

23.1 Any notice or other document required to be given or served under this Agreement:

- a. shall be signed by the party giving the notice or by that party's solicitor;
- b. shall be in writing addressed to the address of the recipient shown in this Agreement or to such other address as it may have notified the sender; and
- c. will be deemed to be duly given or made:
 - i. in the case of personal delivery, when delivered to the recipient;
 - ii. in the case of a letter which is posted, three (3) Business Days after posting to the last known place of business or abode of the recipient or the recipient's registered office if the recipient is a Council; or
 - iii. in the case of a facsimile or email, when dispatched, but if such delivery or receipt is later than 4.00 p.m. (local time) on a day on which business is generally carried on in the place to which such communication is sent, it shall be deemed to have been duly given or made at the commencement of business on the next Business Day in that place.

24. VARIATION TO SERVICES

- a. Where in the opinion of the Waste Management Officer an emergency exists which poses a risk to public health, public safety or the environment the Council may direct the Contractor to provide additional or varied Services.
- b. Where the Contractor is directed to provide additional or varied Services under this Clause it shall be paid at rates determined under the Contract or, if no such rates are available at a reasonable rate for the Services provided. Any dispute concerning such payments shall be determined pursuant to Clause 22 of this Contract.
- c. Either Party may at any time request a variation to Services provided under this Contract.
- d. Any request to vary the Services must be made as soon as reasonably practicable before a proposed variation is intended to take effect. Such information as is reasonably required for any other Party to assess the request must be provided, including with respect to the Remuneration and the timing and delivery of Services.

- e. Variations to the Services may only occur with the written agreement of both Parties. Agreement shall not unreasonably and any dispute shall be resolved pursuant to Clause 22 of this Contract.

25. REPORTING

- 25.1 The Contractor must provide the Council with Reports, with the content, and at the frequency, set out in Schedule 4.
- 25.2 If requested by the Waste Management Officer, the Contractor must attend a meeting (at least every 6 months) to discuss the Reports.

26. GENERAL PROVISIONS

26.1 Governing law

This Agreement shall be governed by the laws of Tasmania and the parties agree to submit to the non-exclusive jurisdiction of the Courts of Tasmania.

26.2 Remedies cumulative

The remedies provided in this Agreement in favour of Council or the Contractor arising because of an event of default by the Contractor or the Council or after a repudiation of this Agreement by the Contractor or the Council will not be deemed to be exclusive but will be cumulative and will be in addition to all other remedies existing at law, in equity or in bankruptcy. The election at any time to enforce any such remedies will in no way bar the later enforcement from time to time of any other such remedies.

26.3 No merger

None of the terms or conditions of this Agreement, nor any act, matter or thing done under or by virtue of, or in connection with this Agreement will operate as a merger of any of the rights and remedies of Council in or under this Agreement or otherwise. All such rights and remedies of Council will continue in full force and effect.

26.4 Delay

No failure or delay on the part of a party to exercise any power or right under this Agreement will operate as a waiver of that power or right. Nor will any single or partial exercise of any power or right under this Agreement preclude any other or further exercise of that power or right. A party will only be taken to have waived any power or right under this Agreement, including (without limitation) any right in respect of any event of default by the other party, to the extent that the right or power has been expressly waived in writing by a

director, secretary or other officer of that party, irrespective of any previous waiver of any other breach of the same or any other provision of this Agreement.

26.5 Entire Agreement

This Agreement is the entire agreement between the parties and may only be varied if such variation is in writing and signed by both parties.

26.6 Counterparts

This Agreement may be entered into in any number of counterparts, and by the parties to it on different counterparts, each of which when executed and delivered will be an original.

26.7 Legal costs

Each party shall pay its own legal costs of and incidental to the preparation of this Contract.

26.8 Severance

Any provision of this Agreement which is prohibited, invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, invalidity or unenforceability but that shall not invalidate the remaining provisions of this Agreement or affect the validity or enforceability of such provision in any other jurisdiction.

25 SAFETY

The contractor must prepare and review from time to time safe work method statements for:

- a. Dumped Rubbish Collection;
- b. Public Bin, including Dog Faeces Bin, collection;
- c. Collection of dead animals.

EXECUTION CLAUSES

EXECUTED by the parties on the date of this Agreement

THE COMMON SEAL of THE)
SORELL COUNCIL)
was affixed in the presence of)

Witness sign

Witness name

EXECUTED for and on behalf of the }
?????????????? ABN ?????????????? }
in accordance with Section 127 of the }
Corporations Act 2001 (if applicable) }
 }
 }

.....
*Name of director/company secretary

.....
*Signature of director/company secretary

.....
*Name of director/company secretary

.....
*Name of director/company secretary

EXECUTED by the Guarantor(s) on the date of this Agreement.

SIGNED by the Guarantor
in the presence of:

}
}
}
}
}
}

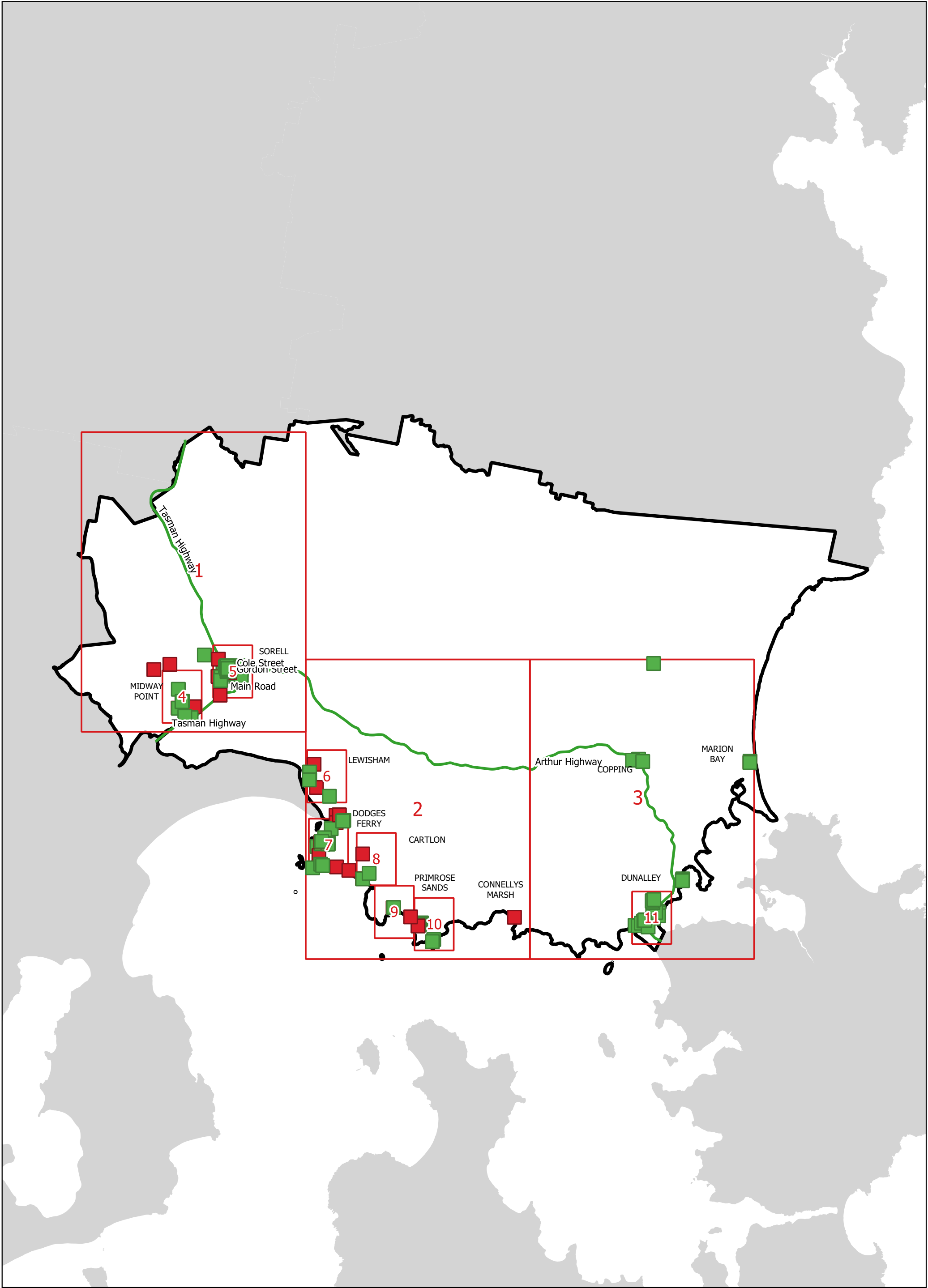
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Signature of witness

.....
Signature of Guarantor

.....
Name and Occupation of witness

.....
Address of witness

SCHEDULE 1 – CURRENT COLLECTION AREAS



Sorell Council - Waste Bins

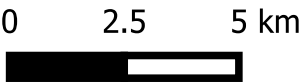
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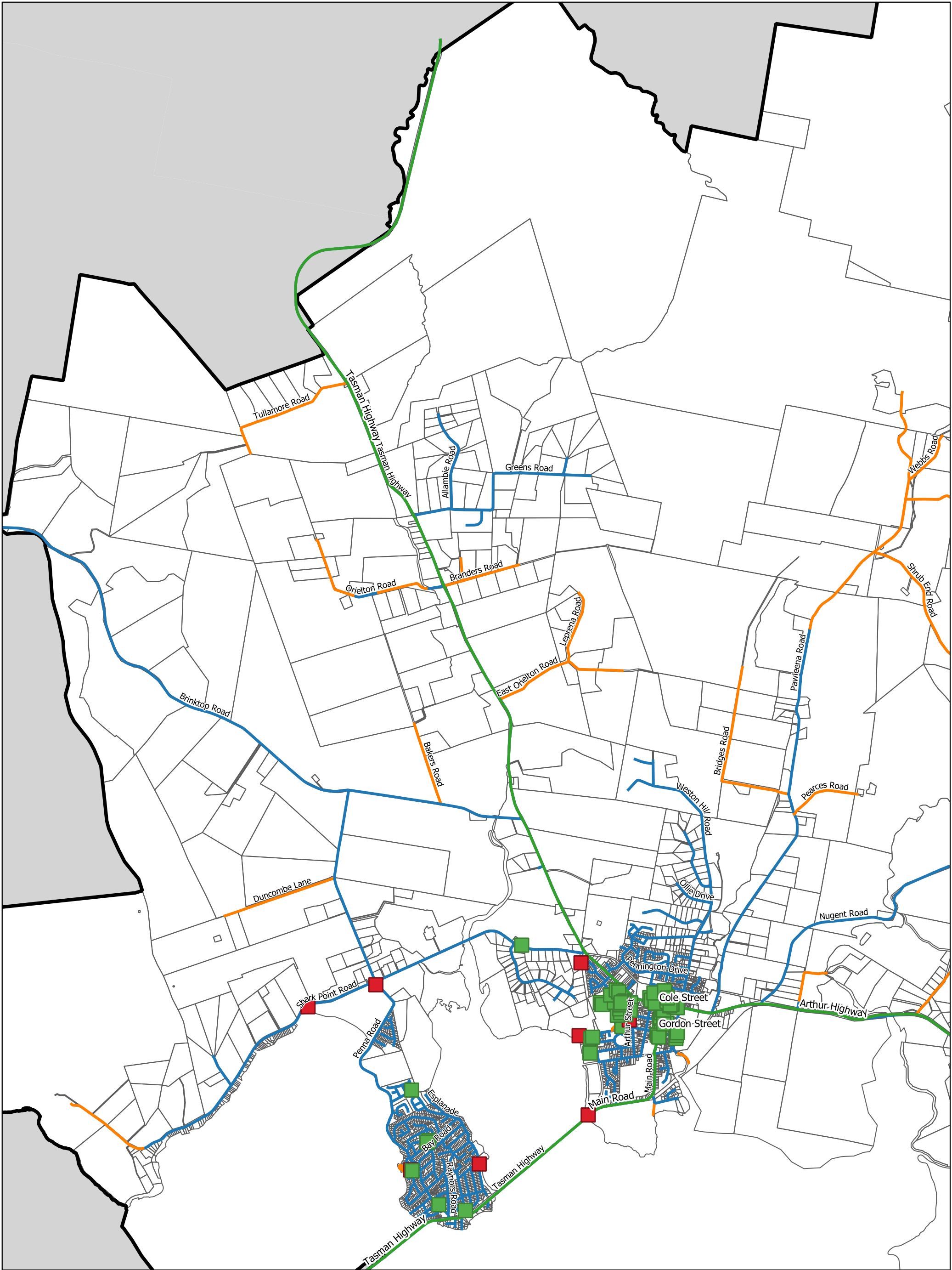
Base data from theLIST, © State of Tasmania
Road data © Sorell Council

Legend

Sorell Council Waste Bin

- Dog Bin
- Rubbish Bin

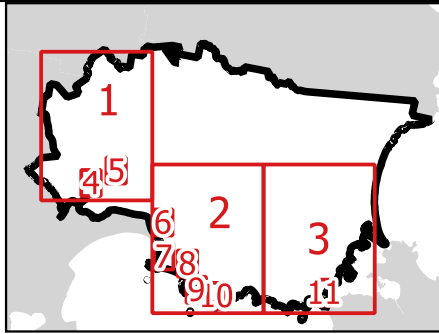




Sorell Council - Waste Bins

1 of 11

0 750 1,500 m



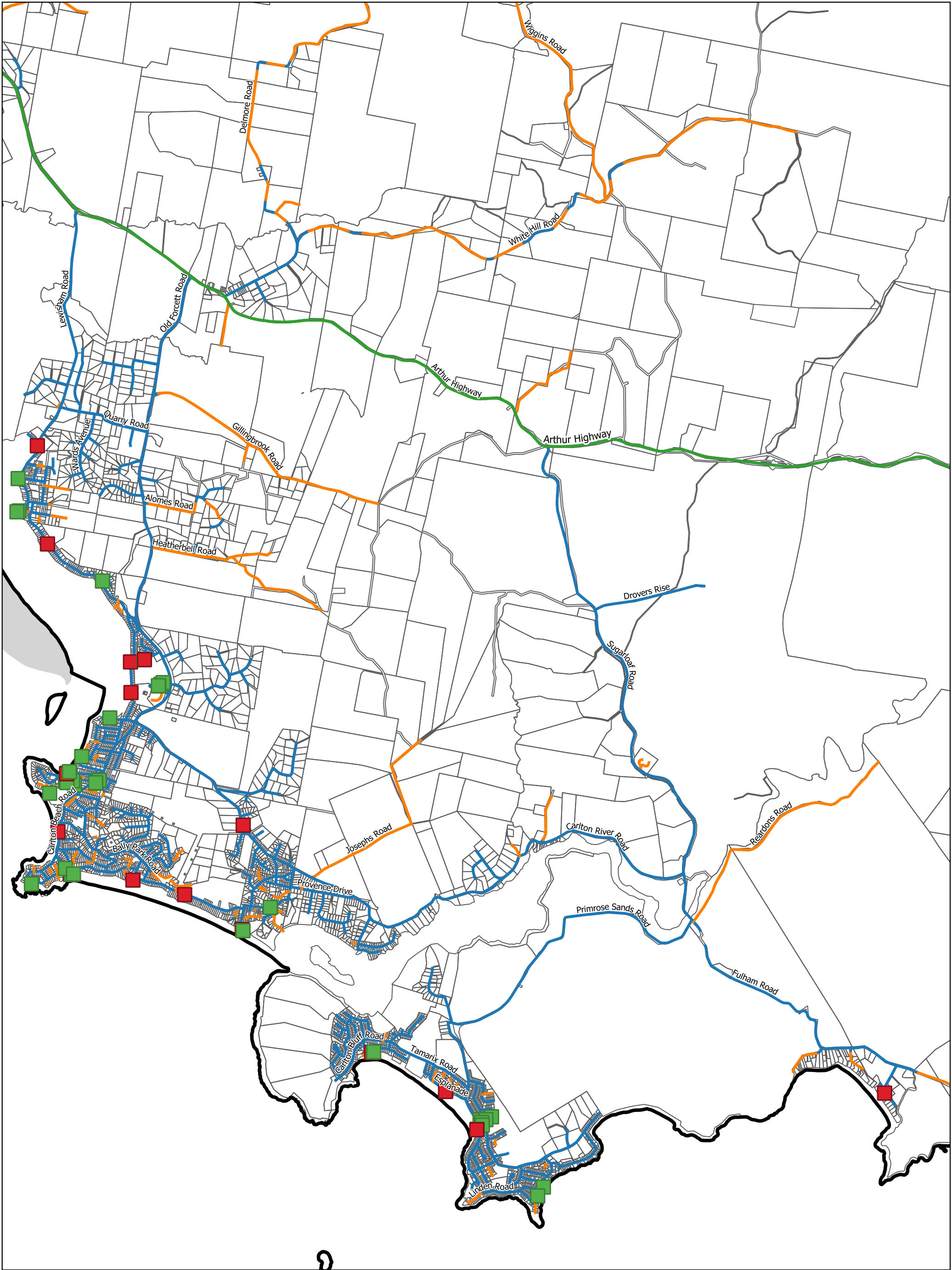
Legend

Sorell Council Waste Bin

- Dog Bin
- Rubbish Bin



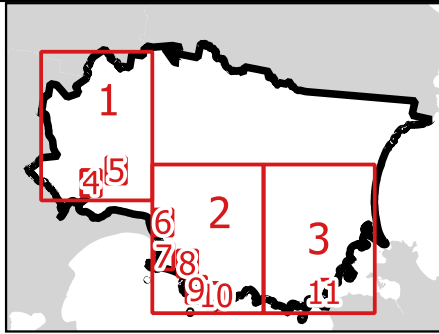
Base data from theLIST, © State of Tasmania
Road data © Sorell Council



Sorell Council - Waste Bins

2 of 11

0 750 1,500 m



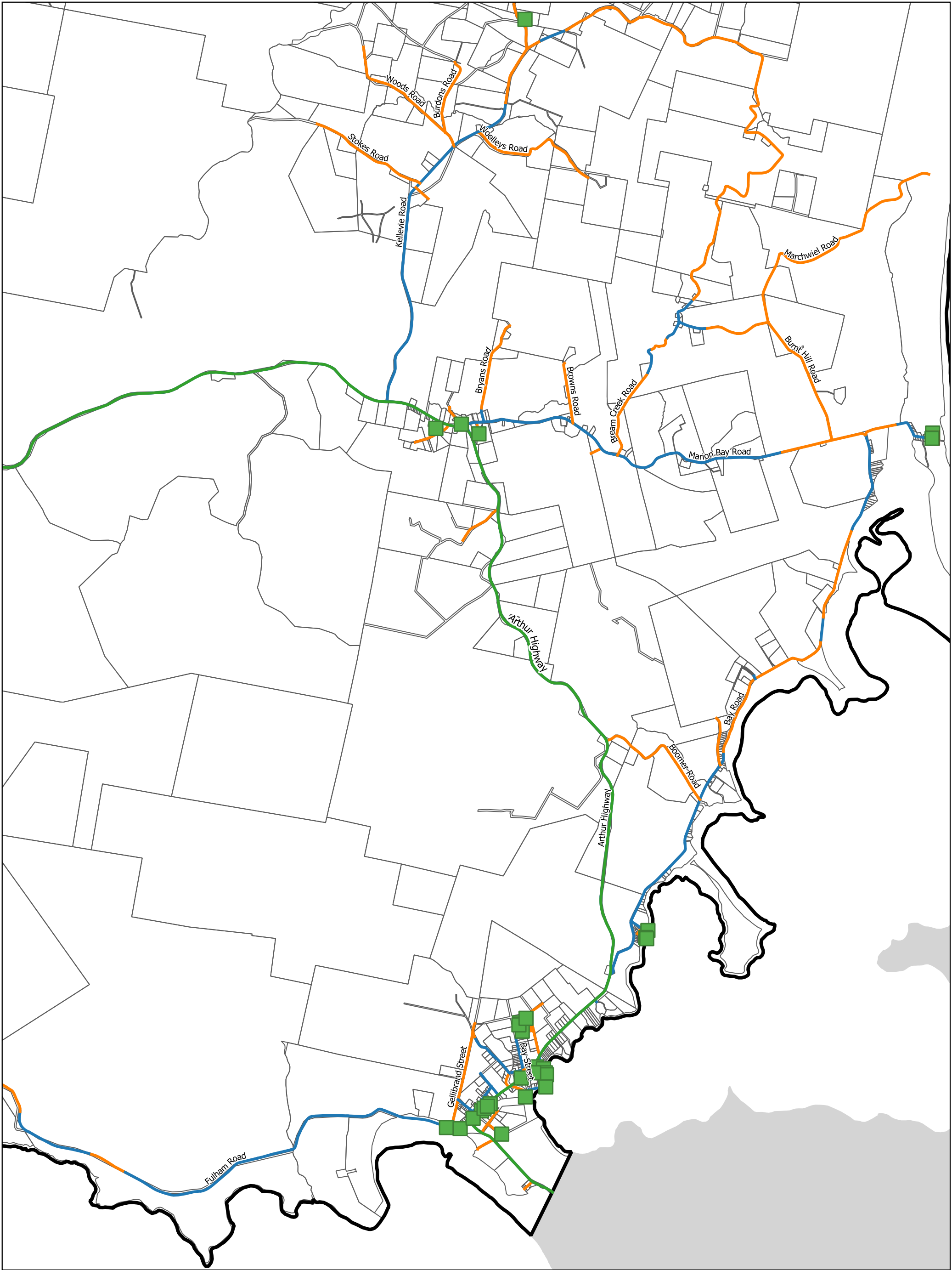
Legend

Sorell Council Waste Bin

- Dog Bin
- Rubbish Bin

Base data from theLIST, © State of Tasmania
Road data © Sorell Council

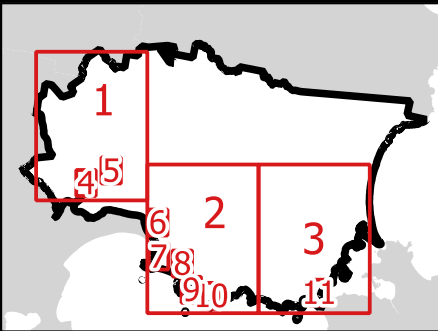
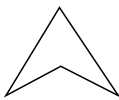




Sorell Council - Waste Bins

3 of 11

0 750 1,500 m



Legend

Sorell Council Waste Bin

- Dog Bin
- Rubbish Bin

Base data from theLIST, © State of Tasmania
Road data © Sorell Council



SCHEDULE 2

CONTRACTOR REMUNERATION AND CALCULATION OF COLLECTION AND DISPOSAL FEE

PART D

EMPTYING OF PUBLIC BINS

FORMULA $(X \times Y) \times Z$

where

- $X =$ the number of Public Bins;
- $Y =$ the rate to be charged for each collection which (subject to the CPI Adjustment) is fixed at \$ _____ per collection;
and
- $Z =$ the number of collections per month.

Or

Annual cost plus price per additional bins added (i.e. not included in Schedule 1)

COLLECTION OF DEAD ANIMALS

FORMULA $X \times Y$

where

- $X =$ the rate to be charged for each disposal which (subject to the CPI Adjustment) is fixed at \$ _____ per disposal; and
- $Y =$ the number of disposals in a month.

CLEANING OF PUBLIC BINS

FORMULA $X \times Y$

where

- $X =$ the rate to be charged for each bin washed (subject to the CPI Adjustment) is fixed at \$ _____ per bin; and

- Y = the number of bins.

COLLECTION OF DUMPED RUBBISH using public bin

FORMULA $(X \times Y) + (W \times Z)$

where

- W= m³ of waste collected
- X = the number of dump rubbish collections;
- Y = the rate to be charged for each collection which (subject to the CPI Adjustment) is fixed at \$ per collection;
and
- Z = Disposal Fee \$ per m³ (subject to the CPI adjustment)

SCHEDULE 3 – LIQUIDATED DAMAGES FOR FAILURE TO COMPLY

To be agreed with the Successful Tenderer

SCHEDULE 4

The Following Reports must be provided by the Contractor:

Report Name	Report Content	Frequency
Dead animals	Per week	Every Month
Public Bins not collected	Per week	Every Month
Cleaning of bin surrounds	Per week	Every Month