



TENDER

WASTE MANAGEMENT SERVICES BULK GREEN & HARD WASTE

In order to be valid, Tenders shall be received by email by 2pm on 21 February 2024 at sorell.council@sorell.tas.gov.au and clearly marked "Tender: Waste Management Services – bulk green & hard waste."

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

Greg Robertson
0417306676
greg.robertson@sorell.tas.gov.au

Submission Deadline: 21 February 2024

TENDER FORM

TENDERER DETAILS

The following details must be completed by the Tenderer*.

Name of Tenderer (including ABN or ACN as applicable)

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Tenderer's Business Address

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.....Postcode

Tenderer's Postal Address

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.....Postcode

Name and position of authorised Contact Person

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Telephone No

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Mobile Phone No

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Email Address

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*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. Annual or bi-annual kerbside hard rubbish collection; and
 - ii. 3, 4 or 6-monthly bulk greenwaste collection.
- (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 by the Tenderer on: (print date signed)..... 2024

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

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Print name of Duly Authorised Representative(s)

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

.....
Signature of Witness

.....
Name of Witness

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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'**)

2. Definitions

- i. **Approved facility** means a facility approved by the Waste Management Officer where collected greenwaste and hard rubbish may be taken.
 - a. For the purposes of greenwaste, the approved facility is the Mornington Park Transfer Station or Copping Landfill.
 - b. For the purposes of hard rubbish the approved facility is Copping Landfill or the Derwent Park Transfer Station.

- 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. **Derwent Park Transfer Station** means the waste transfer station situated at 129 Derwent Park Road, Lutana.
- iv. **Mornington Park Transfer Station** means the transfer station situated at 126 Mornington Road, Mornington.
- v. **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;
- vi. **WHS** means Workplace Health and Safety.

3. Summary of Services Tendered for

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

- a. As determined by Sorell Council in its sole discretion, kerbside greenwaste and hard rubbish:
 - i. Undertake annual or bi-annual hard rubbish collection. All reusable hard rubbish waste to be diverted to an Approved facility. Hard rubbish unsuitable for reuse/recycling shall be taken to the Copping Landfill (or the Derwent Park Transfer Station if Copping is closed) of up to 2m³ for each household that has booked the service;
 - ii. Undertake greenwaste collection 3, 4 or 6 monthly and disposal at an Approved Facility of up to 2m³ from each property that has booked the service;

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

4. Duration of Services

Two (2) years from the Commencement Date with the option of a twelve (12) month extension (as per clause 4 of the Independent Contractor Agreement).

5. Closing Date

The period for the receipt of Tenders will run until 2pm on Wednesday 21 February 2024 (the '**Closing Date**').

6. Standard Conditions

7. 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.

7.1 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 Health & Compliance, Greg Robertson of the Sorell Council Chambers, 47 Cole Street Sorell in Tasmania; and
 - ii. be clearly labelled "**Tender: Waste Management Services – Bulk Greenwaste & Hard rubbish**".
- b. All Tenders lodged become the property of Sorell Council.

7.2 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 7.5 (if held by the Council) the Tender will not be accepted.

7.3 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.

7.4 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 7.5; 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 9 February 2024.

- 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 7.4 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 7.4(b)(i) or clause 7.5.
- 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 2 February 2024.

7.5 Information Session & Tender Briefing

If held by the Council, all Tenderers **may** be required to attend a Tender briefing session at the Sorell Council Chambers, 47 Cole Street, Sorell. 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 on the tender documents; and
- b. Discussion on bulk of Greenwaste and Hard rubbish collection and options for recycling.

7.6 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.

7.7 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.

7.8 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.

7.9 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 3.1
- 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 7.9(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 7.9(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.

7.10 Unsuccessful Tenders

- a. Any unsuccessful Tenderer may contact Sorell Council's Manager Health & Compliance 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 7.10 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.

7.11 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 Health & Compliance. Upon receiving a written complaint, Sorell Council's Manager Health and Compliance will respond in writing.
- b. In the event that a Tenderer is not satisfied with the handling of any complaint by Sorell Council's Manager Health & Compliance, 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 7.11 must contain clear details of the issues in dispute and be accompanied with all documentation relevant to the dispute. Both Sorell Council's Manager Health & Compliance 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.

7.12 Alternative Proposals

- a. 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.

8. Evaluation Criteria

8.1 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. the cost of collection per household, the cost per tonne and the cost for diversion of reusable/recyclable Greenwaste and hard waste;
- b. the 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. Kerbside collection of bulk hard rubbish and greenwaste;
- 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 where it is not safe or practical to collect from the property boundary of the tenement. The contractor will be required to notify the affected properties and state the reasons;

- h. The use of technology to improve service delivery such as but not limited to, camera/s installed in collection vehicles and use of mobile computing software to record, store and transmit the location of collections.
- i. Proposed methods of service delivery;
- j. Vehicles plant and equipment;
- k. Improvement and innovation strategies; and
- l. Quality management systems.

8.2 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.

9. Code for Tenderers 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.

10. 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.

11. 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.

12. 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.

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.

Part A, Green & Hard Waste kerbside Collection**

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Rate</u>
<u>1</u>	<p>Option 1:</p> <p><u>Bi-Annual Hard Rubbish Collection</u></p> <p>The rate to be charged to collection and disposal up to 2m³ of pre-booked hard rubbish for each household is fixed at</p> <p>Option 2:</p> <p><u>Annual Hard Rubbish Collection</u></p> <p>The rate to be charged to collection and disposal up to 2m³ of pre-booked hard rubbish for each household is fixed at</p>	<p>\$ per Tonne</p> <p>and/or</p> <p>\$ per collection</p> <p>\$ per Tonne</p> <p>and/or</p> <p>\$ per collection</p>		<p>\$</p> <p>\$</p> <p>\$</p> <p>\$</p>

	<u>Cost for diversion of suitable hard rubbish for recycling / reuse to Mornington Park Transfer Station</u>	\$ per Tonne and/or \$ per collection		\$ \$
<u>2</u>	<p>Option 1:</p> <p><u>Quarterly Greenwaste Collection*</u></p> <p>The rate to be charged to collection and disposal up to 2m³ of pre-booked greenwaste for each household is fixed at</p> <p>Option 2:</p> <p><u>Six (6) Monthly Greenwaste Collection*</u></p> <p>The rate to be charged to collection and disposal up to 2m³ of pre-booked greenwaste for each household is fixed at</p>	\$ per Tonne and/or \$ per collection \$ per Tonne and/or \$ per collection		\$ \$ \$

	<p><u>Four (4) Monthly Greenwaste Collection*</u></p> <p>The rate to be charged to collection and disposal up to 2m³ of pre-booked greenwaste for each household is fixed at</p>	<p>\$ per Tonne and/or \$ per collection</p>		<p>\$</p> <p>\$</p>
	<p><u>Cost for disposal of greenwaste at Mornington Park Transfer Station</u></p>	<p>\$ per Tonne</p>		<p>\$</p>
	<p><u>Call back</u></p> <p>The rate charges to return to a property at Councils request (not including missed collections)</p>	<p>\$ per hour</p>		<p>\$</p>

* Council may divert greenwaste to the Copping Landfill when an organics processing facility is established. Please include two separate prices for each disposal facility if necessary.

** Specify if the tender price includes cameras and software installed in the collection vehicles that record, store and transmit each collection.

2. COLLECTION ROSTER – HARDWASTE & GREENWASTE

The roster below sets out the current dates of collection for the weekly kerbside collection of household waste. The Tenderer is free to suggest an alternative collection roster and provide reasons in support of their suggested alternative, but Sorell Council is under no obligation to accept the suggested alternative.

Week	COLLECTION AREA
Week 1	Boomer Bay, Bream Creek, Carlton, Carlton River, Connellys Marsh, Copping, Dodges Ferry, Dunalley, Kellevie, Marion Bay, Nugent & Primrose Sands
Week 2	Lewisham, Midway Point, Orielton, Pawleena, Penna, Sorell & Wattle Hill

Preferred months for hard rubbish collection

- May/June
- November/December

Preferred months for bulk greenwaste

- February
- May
- October
- December

Reasons in support of alternative (if applicable)

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3. **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, recyclable items picked up and any other details that may be relevant.

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4. **SUBCONTRACTORS**

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.

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5. **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) Green & hard rubbish collection methodology;
- (e) Complaints procedures, including missed collections; and

(f) Safe work method statements for each activity.

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6. COLLECTION VEHICLE DETAILS

Make of cab/chassis:

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Year of manufacture:

Make of Body:

Year of body manufacture:

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Make of Hydraulic MGB lifter:

Number of trucks to be used:

Capacity of truck body:

Standby Collection Vehicle details:

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The number and type of cameras and software to be used for recording collections:

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7. DETAILS OF OTHER RELEVANT PLANT AND EQUIPMENT AND COMPUTER HARDWARE

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8. 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:

Depot phone number:

Depot Facsimile:

Mobile Phone contact details:

9. **RECYCLING/REUSE MARKETS**

Provide details of the recycling markets that the tenderer would seek to utilise (if any) in order to dispose of hard rubbish and greenwaste collected pursuant to the Independent Contractor Agreement including names, locations and contact details.

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

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11. **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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