



# **REQUEST FOR TENDER/QUOTATION**

by

**THE SOUTHERN SYDNEY REGIONAL  
ORGANISATION OF COUNCILS (SSROC)**  
ABN 54 485 603 535  
Acting as an agent for member Councils

For

**Provision of the Supply of RFID Tags to Member  
Councils**

**HOSTED BY:**  
**City of Canada Bay Council**

**August 2009**

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## REQUEST TO TENDER

Southern Sydney Regional Organisation of Councils  
(SSROC)

TENDER/QUOTATION INVITATION FOR

### **Provision of the Supply of RFID tags**

for

### **SSROC Member Councils.**

Acting as an agent for member Councils, SSROC invites tenders/quotations for the Provision of the Supply of RFID tags to member Councils.

Tenders are to address RFID tags in libraries (books, audio visual and other materials) and should be made on behalf of the tenderer only. If alliances with a third party are required to complete the full requirements of the tender, that will be a contractual arrangement between the tenderer and the third party.

SSROC is calling for this tender/quotation on behalf of all participating SSROC member Councils.

The closing time and date for all tenders/quotations is **2pm on Tuesday 8 September 2009.**

**Any questions in relation to this tender should be directed to Erin Bennett or Alan Northey at SSROC on 02-9330 6455.**

**Costs incurred in preparing tenders will not be reimbursed. Tenders will be evaluated on the selection criteria detailed in the Tender documentation. The lowest of any tender will not necessarily be accepted**

**The canvassing of Councillors, SSROC delegates or SSROC or Council Officers in regards to this Tender will cause the tenderer to be disqualified.**

**VOLUME 1  
SECTION 1  
INTRODUCTION**

**1.1 Host Council**

The City of Canada Bay Council named in this set of documents is to be known as the Host Council, is co-ordinating the Tender/Quotation process on behalf of the member council's of the Southern Sydney Regional Organisation of Councils (SSROC).

**1.2 Background**

SSROC invites Tender/Quotations for the carrying out of the proposed service in accordance with this request for Tender/Quotation.

Participating Councils are seeking Tender/Quotations from suitably qualified suppliers, that can supply RFID tags for library books and materials that meet the Participating Council's needs.

| <b>Libraries</b> | <b>Indicative RFID implementation date</b> | <b>Service Points</b> | <b>Approx Total Stock</b> |
|------------------|--|-----------------------|---------------------------|
| Ashfield         | November 2009                              | 2                     | 84,000                    |
| Canada Bay       | First quarter 2010                         | 2                     | 123,000                   |
| Canterbury       | First quarter 2010/11 financial year       | 4                     | 168,000                   |
| Marrickville     | Done: ongoing purchasing of tags           | 4                     | 152,000                   |
| Randwick         | Done: ongoing purchasing of tags           | 3                     | 204,000                   |
| Sutherland       | Done: ongoing purchasing of tags           | 8                     | 367,000                   |
| Waverley         | Last quarter 2010                          | 1                     | 234,000                   |
| Woollahra        | December 2009                              | 3                     | 177,000                   |

\* For further breakdown of types of tags please see Part 14 Pricing Schedule.

Tenderers must submit Tender/Quotations in the manner required by this request for Tender/Quotation.

**1.3 Introduction to SSROC**

The Southern Sydney Regional Organisation of Councils (SSROC) is an association of sixteen local councils, originally established in 1986. SSROC is the forum through which councils work together to achieve solutions to the challenges facing the southern Sydney region. The sixteen members are:

- Ashfield Municipal Council
- Bankstown City Council
- Botany Bay City Council
- Burwood Council
- City of Canada Bay Council
- City of Canterbury Council
- Hurstville City Council
- Kogarah City Council
- Leichhardt Municipal Council
- Marrickville Council
- Randwick City Council
- Rockdale City Council
- City of Sydney Council
- Sutherland Shire Council
- Waverley Council
- Woollahra Municipal Council

#### **1.4 The Councils**

The Councils that are participating in this Tender/Quotation (to be known as the "Councils") are:

Noted in Section 1.2.

Participation is contingent on pricing received. Estimated participation is reflected in Part 14- Schedule of Pricing.

#### **1.5 Contract Arrangements**

Subject to the quality of tenders submitted, all Participating Councils intend to appoint the service provider or providers and commence the services when the Tender/Quotation process is completed. However, participating Councils will make their own decisions in relation to when they commence.

#### **1.6 Loyalty Commissions**

It is SSROC policy to require SSROC Preferred Suppliers to pay a mandatory commission of 2% of annual expenditure. See Clause 11 – General Conditions of Contract. Tenderers should note however, that SSROC does ensure full commitment to all Preferred Suppliers and for this reason tenderers should consider the 2% as a minimum only, as commitments to the chosen tenderer will result in maximum expenditure. (See also Part 15).

**VOLUME 1  
SECTION 2  
KEY CONDITIONS OF TENDER/QUOTATION**

|                                       |   |
|---------------------------------------|---|
| <b>Name of Tender/Quotation</b>       | <b>Provision of the Supply of RFID Tags.</b>  |
| <b>Tender/Quotation Number</b>        |   |
| <b>Closing Date</b>                   | <b>Tuesday 8 September 2009</b>   |
| <b>Closing Time</b>                   | <b>2 pm</b>   |
| <b>Contact Person</b>                 | <b>All enquiries</b> relating to this tender/quotation should be directed to Erin Bennett or Alan Northey at SSROC on 02 9330-6455 OR email <a href="mailto:ssroc@ssroc.nsw.gov.au">ssroc@ssroc.nsw.gov.au</a>  |
| <b>Lodging a Tender/Quote</b>         | Tenders/quotations must be lodged with the Host Council by the closing date and time and in accordance with the standard conditions (refer to Volume 1, Section 3, Condition 5) of Tender/Quotation at the following address:<br><br>Tender Box<br>City of Canada Bay Council<br>Civic Centre<br>1A Marlborough Street<br>DRUMMOYNE NSW |
| <b>Number of Copies</b>               | Submit <b>one original</b> hard copy, <b>and one CD containing a <u>single PDF document that is an exact copy of all documents provided in the hardcopy submission (including any attachments)</u></b> of the Tender/Quotation, signed as required. The copy (including all supporting information) must be endorsed to be a true copy. |
| <b>Tender/Quotation Documents</b>     | The documents that comprise this request for Tender/Quotation include:<br>1. Tender/Quotation Conditions<br>2. Specifications<br>3. Quotation Forms<br>4. Appendices  |
| <b>General Conditions of Contract</b> | The general conditions of contract for this quotation consist of:<br><b>The terms set out in Volume 1 Section 4 of this Request for Tender/quotation</b>  |

**VOLUME 1  
SECTION 3  
STANDARD CONDITIONS OF TENDER/QUOTATION**

**1. STRUCTURE OF THE TENDER/QUOTATION DOCUMENTS**

**1.1 Request for Tender/Quotation**

This request for Tender/Quotation consists of the documents identified in the key conditions of Tender/Quotation. Where there is any doubt about the meaning of this request for Tender/Quotation, the rules governing the interpretation of the Contract will apply to resolve the ambiguity.

All information submitted by a tenderer as part of an expression of interest (if applicable) is deemed to form part of the Tender/Quotation as if reproduced and submitted in full as part of the Tender/Quotation. If there has been any variation to any of the material submitted by the tenderer to any expression of interest, the final form of the expression of interest will prevail.

SSROC may from time to time issue addenda to amend, alter or clarify the form and contents of the request for Tender/Quotation. SSROC may include in addenda any queries received regarding the Tender/Quotation. The addenda will be issued before the closing date and upon issue, will form part of the request for Tender/Quotation. Tenderers must acknowledge receipt of the addenda when submitting the Tender/Quotation.

To the extent there is any inconsistency between the request for Tender/Quotation and addenda, the addenda will prevail. Where more than one addendum is issued, the latest addenda will prevail.

**1.2 Definitions**

**“Acceptable pricing”** means pricing that that SSROC and participating Councils are prepared to accept when direct comparison of pricing between tenders is not possible.

**“Addenda”** means one or more addendum to this Request for Tender/Quotation issued by SSROC from time to time, during the Tender/Quotation submission period. Addenda may be issued to amend, alter, clarify, add to or remove from the form or content of the Request for Tender/Quotation;

**“Closing Date”** means the date by which lodgement of Tender/Quotations needs to be made, as specified in the Key Conditions of Tender/Quotation, or such later date as may be notified in writing to the Tenderers by the Contact Person;

**“Closing Time”** means the latest time for lodgement of Tender/Quotations as specified in the Key Conditions of Tender/Quotation or such later time as may be notified in writing to the Tenderers by the Contact Person;

**“Conditions of Tender”** means the requirements of the Tender/Quotation process, as set out in this document;

**“Confidential Information”** includes all information not in the public domain (otherwise than through breach of the confidentiality requirements of the Conditions of Tendering) provided by the Contact Officer or a Tenderer to the other which is in

the nature of commercial information of the nature referred to in Section 12 (1A)(b) of the Local Government Act 1993 (NSW);

**“Conforming Tender/Quotation”** means a Tender/Quotation which complies with the requirements of the Conditions of Tendering, and includes without limitation, the properly completed schedules set out in Volume 3: Tender/Quotation Forms of the Tender/Quotation Documents;

**“Council”** means the Councils listed in Volume 1, Section 1, Clause 1.4, which are participating in this Request for Tender/Quotation;

**“Non Conforming Tender/Quotation”** means a Tender/Quotation, which includes a Tender/Quotation Offer that does not comply with all Conditions of Tender/Quotation and/or offers an alternative or different pricing structure to that invited by the Tender/Quotation Documents;

**“Request for Tender/Quotation”** means all the documents issued by SSROC, which are referred to in Key Conditions of Tender/Quotation section;

**“Service Provider/s”** means a Tenderer/s, which enters into a contract with one or more of the Councils;

**“SSROC”** means the Southern Sydney Regional Organisation of Councils;

**“Tender/Quotation”** includes any response to the Request for Tender/Quotation signed by the Tenderer comprising the Tender/Quotation Schedules and all required documentation and information;

**“Tender/Quotation Addenda”** means any addendum issued in accordance with Clause 16 of this section.

**“Tender Box”** means the tender box located at the place specified in Key Conditions of Tender/Quotation section;

**“Tender/Quotation Panel”** means representatives of the Councils/SSROC undertaking duties in connection with the assessment of Tender/Quotations received and selection of a successful Tenderer(s);

**“Tender/Quotation Offer”** means an offer made by a Tenderer to perform the Services and which offer is submitted in response to this invitation to Tender/Quotation;

**“Tender/Quotation Prices”** means the rate(s) or price(s) tendered by the Tenderer to perform the Services, and which will become the Unit Rate(s) under the Conditions of Contract;

**“Tenderer”** means a person or corporation who lodges a Tender/Quotation in accordance with this Request for Tender/Quotation;

**“The Services”** means the service requirements to be carried out by the Service Provider in accordance with the Conditions of Contract and the Services Specification.

## **TENDER/QUOTATION PROCEDURE**

### **2.1 Pre Tender Briefing**

SSROC may on occasion arrange a pre-tender briefing. There is no pre-tender briefing on this occasion.

## **2.2 Information and Enquiries**

Where a tenderer has any doubt about the meaning of any aspect of the request for the SSROC Contact Officer. All enquiries about the request for Tender/Quotation must be referred in writing to Contact Officer.

## **2.3. Training Sessions/Presentations**

Potential suppliers may be required to make a presentation, to the evaluation panel, to assess their capacity to fulfil the requirements of the Tender/Quotation.

## **2.4 Site Visits**

Representatives from SSROC and member Council's may visit potential suppliers to assess their capacity to fulfil the requirements of the Tender/Quotation.

## **2.5 Discrepancies, Errors and Omissions**

Tenderers must carefully and thoroughly consider and check the request for Tender/Quotation and must notify the Contact Officer in writing of any errors, ambiguities, discrepancies, inconsistencies or omissions in the request for Tender/Quotation. SSROC will not be liable for any such error, ambiguity, discrepancy, inconsistency or omission.

## **2.6 Tenderer to Rely on Own Enquiries**

All information in the request for Tender/Quotation and in the briefing (if any) is provided for the assistance of tenderers only. Tenderers acknowledge in receiving this request for Tender/Quotation and in submitting any Tender/Quotation that they have relied entirely on their own knowledge and enquiries and they do not rely on any warranties or representations made or purportedly made to them by or on behalf of SSROC.

SSROC and the Councils will not be liable for any representations or warranties made or purportedly made by SSROC's and/or Council representatives, SSROC or Council agents or any other person or company on SSROC or Councils behalf, whether in the request for Tender/Quotation, the briefing (if any) or otherwise.

SSROC and the Councils will not be responsible for any costs or expenses incurred in any way from the preparation and submission of Tenders.

## **2.7 Tenderer Not to Solicit SSROC/Council Personnel**

Tenderers (or any representative of a tenderer) must not at any time before SSROC and the Councils makes a final decision to accept a Tender/Quotation, interview or attempt to interview or to discuss or to attempt to discuss with SSROC or Council members, employees, authorised representatives other than the Host Tendering Officer in accordance with the request for Tender/Quotation, any matter about the Tender/Quotation or any other Tender/Quotation submitted in response to the request for Tender/Quotation. SSROC and the Councils reserves the right to reject any Tender/Quotation submitted by a tenderer that contravenes this condition.

### **3. COMPLETION OF TENDER/QUOTATION**

Unless indicated otherwise in the request for Tender/Quotation, a tenderer must complete all parts of the Tender/Quotation forms and submit an offer to carry out the work under the Contract in accordance with the request for Tender/Quotation. SSROC may reject any Tender/Quotation, which does not provide all the required information.

Tenderers must submit a Tender/Quotation by completing and signing the Tender/Quotation forms in the manner as follows:

- (a) If the tenderer is a corporation, in accordance with Section 127 of the Corporations Act 2001.
- (b) If the tenderer is an individual, by the person tendering/quoting and the signature must be witnessed.
- (c) If the tenderer is an unincorporated joint venture or partnership (including a business or trade name), each member of the joint venture or partnership must execute the Tender/Quotation in the manner set out in conditions 3.1(a) and (b).

### **4. CONFORMING AND ALTERNATIVE TENDER/QUOTATIONS**

All tenderers must complete the statement of conformance as part of the Tender/Quotation.

A tenderer may also submit an alternative non-conforming Tender/Quotation, on the condition that a conforming tender is also provided. Any alternative non-conforming Tender/Quotation must satisfy the objectives of SSROC in issuing the request for Tender/Quotation, the requirements of the specifications and Contract.

Failure to comply with any condition of Tender/Quotation may render the Tender/Quotation non-conforming. (Refer Part 4)

### **5. LODGEMENT OF TENDER/QUOTATION**

Tenders must be placed in the Tender/Quotation box by the closing time on the closing date in accordance with the key conditions of Tender/Quotation.

Tender/Quotations sent by post and received by SSROC at the host Council's address shown in Volume 1, Section 2 after the closing date will be deemed to have been received before the closing date only if:

- (a) the envelope bears a postal authority post mark clearly indicating that the time and date of posting were before the closing time on the closing date; and
- (b) the Tender/Quotation would have been able to be received by the SSROC Host Council by the closing time on the closing date in the usual course of business.

Any other Tender/Quotations received by SSROC after the closing date will not, unless the *Local Government (General) Regulation* provides otherwise, be considered by SSROC.

All Tender/Quotations lodged will become the property of SSROC and on no account will they be returned to the tenderer.

## **6. OPENING AND LISTING OF TENDER/QUOTATIONS**

Tender/Quotations will be opened in public immediately following the close of Tender/Quotation. An alphabetical listing of the Tenderers will be placed on the Host Council's public notice board within seven (7) days after the opening of Tender/Quotations.

## **7. EXTENSION OF TIME**

SSROC may, at its absolute discretion, extend the closing date for the submission of Tender/Quotations. Tenderers may also request SSROC to extend the closing date for the submission of Tender/Quotations by written application to the Host Tendering Officer. Any such request must be received by Host Tendering Officer at least three (3) business days before the closing date, and must provide sufficient reasons to support the request. *Note: A request does NOT GUARANTEE an extension of time.*

## **8. TENDER/QUOTATION VALIDITY PERIOD**

Any Tender/Quotation will be an irrevocable offer by the tenderer to carry out the work under the Contract subject to the conditions set out in the request for Tender/Quotation. The offer will remain open for acceptance by SSROC for a period of 90 calendar days from the closing date.

## **9. SSROC'S RIGHTS**

Without limiting its rights at law or otherwise, SSROC and the Councils reserves the right in its absolute discretion at any time to do one or any combination of the following:

- (a) evaluate Tender/Quotations as SSROC and the Councils sees appropriate in the context of its requirement for the works or services;
- (b) cease to proceed with the process outlined in this request for Tender/Quotation or any subsequent process;
- (c) accept all or part of a Tender/Quotation;
- (d) reject any Tender/Quotation; or
- (e) accept a non-conforming Tender/Quotation.

SSROC and the Councils are not bound to accept the lowest or any Tender/Quotation.

Assessment of Tender/Quotations shall be completed shortly after the actual closing date and, while SSROC may reach a firm decision at that time, some individual Councils may need to seek their own Council's resolutions to accept the Tender/Quotations before committing to the proposed SSROC preferred supplier/s agreement.

## 10. ASSESSMENT CRITERIA

### i) Mandatory Criteria

Tenderers must meet the Mandatory Criteria. Tenderers unable to fulfill the Mandatory Criteria will be automatically excluded from the evaluation process. The mandatory criteria include:

- ❖ Conformity with tender/quotation submission requirements
- ❖ Financial and commercial trading Integrity and insurances
- ❖ Occupational Health & Safety requirements

### ii) Quality Criteria

- ❖ Proven Capacity to deliver contract requirements based on past performance including capacity to meet current service commitments
- ❖ Delivery & Performance Standards
- ❖ Proposed Service Methodology & Customer Service Strategies

### iii) Approach to Business Criteria

- ❖ Quality Assurance Systems

### iv) Cost of each tender taking into consideration:

- ❖ Prices for the Services;
- ❖ Discounts offered, where applicable;
- ❖ Any other charges forming part of the tender.

Based on the above, for each tender a “Value” ratio is calculated using the following formula:

$$\text{Value} = \frac{\text{Total Quality Score}}{\text{Total Cost Index}}$$

*Note 1: Should the tenders received result in valid price comparisons being unachievable, “acceptable pricing” may be utilised as part of the evaluation process.*

### v) Local supplier preference (all other criteria being equal)

## 11. ADDITIONAL INFORMATION

Without in any way limiting the *Local Government (General) Regulation*, SSROC and the Councils may require further information from tenderers for the purposes of clarification or explanation of their Tender/Quotation. This includes holding interviews with some or all tenderers, including any personnel nominated by the tenderer in the Tender/Quotation or expression of interest.

## 12. ACCEPTANCE OF TENDER/QUOTATION & CONTRACT

If SSROC accepts a Tender/Quotation it will issue a letter of acceptance to the successful tenderer. Following the issue of the letter of acceptance SSROC and the successful tenderer must enter into the Contract attached to this request for Tender/Quotation.

Lodgement of a Tender/Quotation will itself be an acknowledgement and representation by the tenderer that it agrees to comply with the Contract in its entirety.

Acceptance by SSROC is dependant upon each Council resolving to accept the Tender/Quotation.

### **13. CONFIDENTIALITY**

Information provided in this request for Tender/Quotation or imparted to any tenderer, as part of the tendering process must only be used for the purpose of preparing and submitting a Tender/Quotation response. Receipt of this document implies acceptance of this condition.

Information supplied by a tenderer will not be treated as commercially sensitive or confidential unless specifically requested by the tenderer. Information received by SSROC and Councils may be subject to disclosure to the public under the Freedom of Information Act unless it has been provided in confidence, relates to commercially sensitive information or falls within an exemption from disclosure under that Act.

### **14. SSROC COMMISSION STATEMENT**

Tenderers need to include a Commissions Statement (See Part 15), which confirms the provision of a minimum 2.0% commission based on the Councils' combined expenditure, accrued annually for each 12-month period for the duration of the Contract. This commission is to be paid to SSROC at the end of each 12-month period of the agreement. SSROC views this commission as a secondary benefit and an added incentive for member Council's to demonstrate their commitment to this Contract.

### **15. USE OF SUB-CONTRACTORS**

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/Quotation, together with information on the relevant experience of such other organisation.

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

### **16. ADDENDA**

The Contact Person may issue addenda at any time prior to the Closing Date of the Tender/Quotation. Each addenda will be issued to all Tenderers and, upon issue, will form part of the Tender/Quotation Documents. Each Addenda will form part of the tenderer's Tender/Quotation submission. To the extent that there is any inconsistency between:

- (i) Any addenda and the Tender/Quotation Documents, the addenda shall prevail; and,
- (ii) Two or more addenda, the last issued shall prevail.

### **17. COLLUSIVE TENDERING**

Collusive Tendering is prohibited under the Trade Practices Act 1974. Any evidence of collusive tendering will be referred to the Australian Competition and Consumer Commission.

A Statutory Declaration is included in the Tender/Quotation Return Schedules. Such declaration must be made and returned as part of the Tender/Quotation. (See Part 3)

**18. CONFLICT OF INTEREST**

Tenderers must inform SSROC and the Councils of any circumstances or relationships, which will constitute a conflict or potential conflict of interest if the Tenderer is awarded.

If any conflict or potential conflict exists, the Tender should advise how it proposes to address and eliminate this conflict.

**19. STATEMENT OF BUSINESS ETHICS.**

Randwick City Council's and Sutherland Shire Council's employees and its suppliers / customers are bound by a Statement of Business Ethics. This requires probity in all dealings including those conducted with prospective and / or successful suppliers. Council has adopted the Statement to ensure that functions are undertaken efficiently impartially and with integrity. (Copies of the Statement of Business Ethics and further information are available from each Council).

Conniving and / or inducing a breach of the Statement may constitute grounds for termination of the Contract.

Prospective suppliers are therefore required to disclose any affiliation or association with Council that could be deemed to constitute a material conflict of interest.

**20. PRICING ARRANGEMENTS**

Prices submitted in the Schedule of Prices are to apply equally to all participating SSROC member Councils. SSROC and member Councils expect that quotation prices submitted will reflect the region's collective buying power. See Schedule of Prices at Volume 3, Part 14 Prices should be listed as GST exclusive.

If any supplier provides similar products or services, as described in this contract, to any Government, Local Government or semi-Government agency at a price lower than the agreed contract price, then that lower price will be deemed to be a replacement cost within the contract. Similarly, if a supplier provides an increase in service levels then those new services levels will be deemed to be a replacement within the contract.

**21. DELIVERY**

SSROC expects that delivery standards will apply equally to all Participating Councils, regardless of their location and size.

**22. AUDIT**

SSROC may wish to conduct periodic audits to ensure the supplier is complying with the terms and conditions of the Agreement.

**23. MONITORING AND EVALUATING PERFORMANCE**

SSROC will monitor the successful vendor's performance throughout the agreement and consider:

- ❖ Timeliness of Services

- ❖ Provision of progress reports:
- ❖ Compliance with agreed performance indicators that demonstrate quality of the service and
- ❖ Performance audits

SSROC will use sanctions if the successful Tenderer/s fails to meet the agreed quality of Service. The following process will be followed to resolve performance issues:

- (a) SSROC to hold an interview with the successful Tenderer seeking immediate remedial action.
- (b) If non-performance persists a written record of occurrences will be provided to the Tenderer who will respond with an action plan to correct shortfall in performance
- (c) Failure to comply with improved performance requests will result in SSROC and Participating Councils terminating the agreement.

## **24. REPORTING**

The successful Tenderer must be able to provide SSROC & Participating Councils with regular reports. The following is an indication of the type of information required:

- (i) Monthly expenditure reports by each Council – *see sample Appendix A.*
- (ii) Individual Council reports – *specific details to be provided by each Council*

## **25. AGREEMENT MANAGEMENT**

SSROC expects to be granted major customer status and will require the successful Tenderer to be available to meet from time to time to discuss matters relating to the Agreement.

## **26. FORMATION OF AGREEMENT**

The agreement will be a standing offer to supply products/or services to SSROC Participating Councils at the agreed prices.

## **27. SSROC - STATEMENT OF COMMITMENT TO THE PRINCIPLES OF FAIR TRADE.**

SSROC is committed to the principles of Fair Trade.

The International Fair Trade Association (IFTA) defines fair trade a 'trading partnership' based on dialogue, transparency and respect that seeks greater equality in international trade. It lists nine (9) standards of Fair Trade.

- Creating opportunities for economically disadvantaged producers
- Transparency and accountability
- Capacity building
- Promoting fair trade
- Payment of a fair price
- Gender equity
- Working conditions
- Child labour
- The environment

SSROC is committed to making sure our trading partners are treated with respect and fairness. We operate an open and transparent procurement process, which adheres to the 'Local Government Act 1993' and the Local Government (General) Tendering Regulations. We promote fair trade principles and will only deal with reputable organisations that apply fair trade principles as part of their normal business practices.

**VOLUME 1  
SECTION 4  
GENERAL CONDITIONS OF CONTRACT**

**1 SERVICES**

**1.1 The Contract**

The Contract shall be the Preferred Supplier Agreement/s awarded to the successful tenderer/s by SSROC.

**1.2 Contract Duration**

The term of the agreement is 1 year.

**1.3 Contract Extension Option**

This agreement may be extended for further period of 1 year at the sole discretion of SSROC.

**1.4 Commencement of the Services**

Each participating Council will notify the Service Provider, in writing, of the date upon which the Service Provider shall commence the Services.

**2. PROVISION OF THE SERVICES**

**2.1 The Services**

The Service Provider/s will:

- (i) Perform the Services during the Contract Term in accordance with the SSROC agreement;
- (ii) Provide an uninterrupted and continuous service to the Councils throughout the term of the agreement.

**3. AGREEMENT TERMINATION**

SSROC may recommend that participating councils terminate the agreement in whole or part if the service provider/s:

- (a) fails to provide the services within the agreed timeframe, and/or in accordance with the specifications or in accordance with the preferred supplier agreement.
- (b) fails to rectify serious breaches within 30 days of receiving a notice in writing from the SSROC Tender/Quotation Panel and/or participating councils, which specifies the relevant breach;
- (c) assigns the rights under, or sub-contracts the whole or part of, the agreement without the written consent of SSROC or participating councils;
- (d) contravenes the Conflict of Interest Declaration at Part 16 and the Collusive Tendering Declaration at Part 3;
- (e) becomes bankrupt, goes into liquidation, enters into an arrangement or composition with its creditors or if a receiver and manager is appointed in respect of the service provider;
- (f) is convicted of any offences, which, in the opinion of SSROC, are relevant to the discharge of its obligations under the agreement.

In the event that SSROC recommends termination of the agreement under any of the above clauses, the following may apply:

- (i) any losses that have been incurred by SSROC and participating councils may be recoverable from the service provider;
- (ii) SSROC and participating councils may recover from the service provider any sums paid for undelivered services;
- (iii) SSROC and participating councils may employ an alternative service provider to fulfil their immediate requirements.

Notwithstanding any of the above, SSROC and participating councils will not be liable to pay compensation in any way.

#### **4. NON-EXCLUSIVITY**

SSROC and its member Councils do not guarantee that the Service provider shall be given exclusive rights over the provisions of the Services. If the Service Provider is unable to provide the Services to meet the requirements of the Council in relation to the type or timing of the carrying out the Services, then the Council may approach an alternative Service Provider to carry out the Services.

#### **5. COMMUNICATION**

SSROC and its member Councils will, in consultation with the Service Provider/s, establish procedures for:

- (i) Resolving operational issues, which occur on a day-to-day basis
- (ii) Financial issues which may arise; and
- (iii) Dealing with any other issues, which arise during the term of the Contract.

#### **6. SERVICE PROVIDER'S REPRESENTATIVE**

##### **6.1 Appointment of Service Provider's Representative**

The Service Provider/s will be required to appoint a representative and provide the following details:

- (a) *Service Provider's Representative Name:*
- (a) *Office Address:*
- (c) *Office Phone Number:*
- (d) *Mobile Phone Number:*
- (e) *Email Address:*

The Service Provider will be required to notify the Council, immediately should a new representative be appointed and immediately provide the revised details.

##### **6.2 Responsibilities of Service Provider's Representative**

The Service Provider's Representative will be responsible for the day-to-day performance of the Services and the supervision of all persons employed or engaged in carrying out the Services.

The Service Provider's Representative is required to be available and contactable by representatives of the Councils during the required hours of operation and have the applicable knowledge to deal with and resolve any issue that may arise.

##### **6.3 Service Provider to Comply with Statutory and Legal Obligations**

The Service Provider/s must ensure that all legal obligations that arise, whether by or under the agreement, statute, in equity or at common law, as a consequence of or in connection with the performance of the Services are fully complied with.

## **7 REPRESENTATION BY COUNCIL**

### **7.1 Council Representative**

Each participating Council will appoint a Council Representative. This representative will be responsible for:

- (i) Day to day liaison with the Service Provider/s;
- (ii) All financial transactions with the Service Provider/s;
- (iii) Attending and representing his/her council at any appropriate meeting concerning The Services.

## **8 SERVICE PROVIDER'S EMPLOYEES**

### **8.1 Indemnity**

The Service Provider indemnifies the Council in respect of all moneys paid by the Council to any employee of the Service Provider, subcontractor, Authority, superannuation fund or insurer arising from any legal obligation of the Council following the failure of the Service Provider to pay any money to any such person or entity.

### **8.2 Payroll Tax**

The Service Provider must:

- (i) Pay any payroll tax in respect of wages or salaries paid to the Service Provider's employees; and,
- (ii) Ensure that all subcontractors pay any payroll tax in respect of wages or salaries paid to the subcontractors' employees.

### **8.3 Payment of Employees and Subcontractors**

The Service Provider warrants that it will pay its subcontractors and employees in a timely fashion and in accordance with any applicable contract, award, enterprise agreement and/or statute.

## **9. INSURANCE AND RELATED MATTERS**

### **9.1 Insurance Requirements**

- (i) The Service Provider must, at its own expense, insure and keep insured for the duration of the agreement with an insurer approved by SSROC, the following policies of insurance, in relation to The Services provided:
  - (a) *Public Liability /Professional Indemnity Insurance* - for an amount not less than \$10,000,000 unless agreed to in writing.
  - (b) *Workers' Compensation Insurance* - for all employees, regardless of full, casual or part time employment
  - (c) *Comprehensive or unlimited Third Party Property Insurance* - as applicable for registered vehicles, equipment and plant
- (ii) The Service Provider must ensure that its subcontractors obtain and maintain similar insurances;
- (iii) The effecting of insurance does not limit the liabilities or obligations of a Party under other provisions of the agreement;
- (iv) On a regular basis, for the duration of the agreement, the Service Provider will provide to SSROC, written details of its updated and current public liability

insurance, worker's compensation insurance and comprehensive or unlimited third party property insurance covers when they are renewed;

- (v) Within 7 days of a written request by SSROC, the Service Provider must provide evidence satisfactory to SSROC that the required insurances have been effected and are current and must provide a copy of any required policy;
- (vi) Without prejudice to any other rights or entitlements SSROC may have, the Service Provider is not entitled to any payment under or in connection with the agreement unless this Clause has been fully complied with.

## **9.2 Property Damage and Public Risk**

The Service Provider indemnifies Councils officers, employees, and agents against:

- (i) Any loss of, injury, or damage to, property of the Councils;
- (ii) Claims by any person in respect of injury, and loss of or damage to, any property or person;
- (iii) Costs and expenses including the cost of defending or settling any claim arising out of any incident or claim referred to above

Arising out of or as a consequence of the carrying out by the Service Provider of the Services, but the Service Provider's liability to indemnify Councils shall be reduced proportionally to the extent that the act or omission of the Councils or employees or agents of the Councils may have contributed to the loss, damage, death or injury.

## **9.3 Occupational Health Safety and Environmental Controls**

### **9.3.1 Statutory Requirements**

- (i) Councils, under the Occupational Health and Safety Act 2000 (NSW), must ensure the health, safety and welfare of all employees under its responsibility at the work place;
- (ii) The Service Provider must comply with all relevant obligations set out under the Occupational Health and Safety Act 2000 (NSW) and any other Statutory Requirement applicable to ensuring the health and safety of its employees, staff, and other personnel related to the Contract;
- (iii) The Service Provider must comply with all relevant obligations set out under the Protection of the Environment Operations Act 1997 (NSW).

### **9.3.2 Responsibilities**

Without limiting any other provision of the Contract, the Service Provider must;

- (i) Ensure that the premises, plant and materials are safe, contained as required and without risk to health;
- (ii) Comply with all safety policies, procedures and any safety instructions given by the Council;
- (iii) Ensure that all plant and equipment used in connection with The Services satisfies the requirements of the NSW WorkCover, is in a safe operating condition, is fit for its intended purpose and is maintained so that it remains safe and fit for purpose;
- (iv) Ensure that all plant and equipment used by any person in connection with the Services is operated in a safe manner and by persons with appropriate training, experience and supervision and is maintained at all times to the required industry standard of technical and public safety;
- (v) Ensure that any unusual dangers are avoided where reasonably practical, sufficiently guarded so that the danger is removed; or that sufficient warning of the danger is communicated to guarantee the safety and convenience of any person likely to be affected by the danger;

- (vi) Notify Councils of any work incident that causes any injury and provide any reports and statements requested by the Council; and
- (vii) Take all necessary steps, including the training of persons specifically for this purpose.

### **9.3.3 Compliance**

- (i) Prior to the Commencement Date, the Service Provider must induct each of its employees and agents and its subcontractors and their employees and agents in the application of its Occupational Health and Safety policy.
- (ii) The Council's Representative may direct the Service Provider to stop performing the Services for any violation of safety practices and non-compliance with any Occupational Health and Safety Statutory Requirements.

### **9.3.4 Environmental Controls**

Councils are committed to the protection of the built and natural environment. The Service Provider will be required to effect adequate controls to ensure protection of the environment through the development of management plans, training of staff, and the provision of suitable emergency equipment and supplies. Information, such as contingency plans, relating to these controls need to be available for SSROC's review during the term of the agreement.

## **10. PAYMENTS**

### **Obligation by the Councils to Pay the Service Provider**

Councils will, subject to the terms and conditions of the agreement, pay to the Service Provider the amounts due for payment from time to time, as set out in this **Clause 10.1**

### **10.1 Claims for Payment**

The Service Provider shall:

- (i) Make a Claim for Payment at a frequency period agreed between the Parties;
- (ii) Make a Claim for Payment in writing and include the Service Provider's claim for monies due for payment of The Services related to the confirmation of deliveries or services.
- (iii) Include any additional information the Council's Representative may reasonably require from time to time for the purposes of assessing the Claim for Payment.

### **10.2 Rejection of Payment**

Council may reject any claim for payment considered not in accordance with the agreement. Such rejection will be notified within 14 days of receipt of the Claim for Payment, and shall state the reasons for rejection and action required for the claim to be rendered correctly.

## **11. COMMISSION**

- (i) The Service Provider will submit expenditure reports to the Council at the end of each calendar month, as set out in **Appendix A – Reporting Requirements**, detailing the total expenditure accrued by the Service Provider on the Services rendered to the Councils;

- (ii) At the end of each twelve (12) month period of the Contract, the Service Provider will confirm in writing to SSROC the total amount of expenditure accrued between the Service Provider and the Councils;
- (iii) SSROC will draw up a tax invoice, to be issued to and be payable by the Service Provider, for payment of 2% (or greater, as tendered) of the total expenditure accrued over that twelve (12) month period.

## **12. PRICES**

Prices must remain FIRM for a minimum period of twelve (12) months, per Schedule of Prices. Should a provider offer to one or more of the participating Councils a lower price than offered in the tender, that price will automatically apply to all participating Councils.

### **12.1 Variation of Prices**

If prices are not fixed for the term of the agreement, the supplier must provide a written submission to SSROC's Authorised Officer requesting an adjustment to any of the prices set out in the Schedule of Prices. Requests for variations must include documentation clearly evidencing changing factors that affect the pricing rates. Requests for variations must be submitted six (6) weeks prior to the application date of any increases.

## **13. INSOLVENCY OF THE SERVICE PROVIDER**

If the Service Provider:

- (i) Becomes bankrupt, or is served with a petition in bankruptcy or a bankruptcy notice;
- (ii) Goes into liquidation or enters into an arrangement or composition with its creditors;
- (iii) Is placed into administration pursuant to Part 5.3A of the Corporations Law;
- (iv) Makes an assignment for the benefit of its creditors;
- (v) Is unable to pay its debts when they are due;
- (vi) Is placed under official management;
- (vii) Has a receiver or receiver and agent for any creditor appointed to take possession of any asset or carry on the whole or any part of the Service Provider's business;
- (viii) Is the subject of an application made to a Court for the winding up of the Service Provider and such application is not dismissed within twenty-one (21) days of such application being filed;
- (ix) Has an execution levied against it by any party;

Then SSROC may immediately terminate the agreement by notice in writing to the Service Provider.

## **14. WORKPLACE SURVEILLANCE POLICY (OVERT SURVEILLANCE)**

It is in the interests of tenderers to note that some SSROC Member Councils have adopted a "Workplace Surveillance Policy". This policy will have a direct effect upon suppliers and contractors to Councils as follows:

### Camera Surveillance

Surveillance by means of a camera that monitors or records visual images of activities whereby employees of suppliers and contractors may be monitored when

located on a Council's premises during the course of providing products and/or services to a Council.

#### Computer Surveillance

Surveillance by means of software or other equipment that monitors or records the information input or output, or other use of a Council's computer systems (including but not limited to the sending and receipt of emails and the accessing of internet web sites).

#### Effects and Responsibilities

All Council contractors shall inform their employees of SSROC member Council's Workplace Surveillance Policy and that any surveillance information recorded by Council's cameras or computer systems may include the activities of their staff and reflect their organisation's contract performance.

## VOLUME 2 SPECIFICATIONS

This section includes standard functionality that is required by SSROC member Councils libraries.

| <b>RFID TAGS REQUIREMENTS</b> |   |
|-------------------------------|---|
| 1                             | Memory size<br><br>1024 bits and 2048 bits (a price for both should be supplied)  |
| 2                             | Life-of-the-item tag guarantee<br><br>The tag must have a life of item guarantee.   |
| 3                             | Durability of tag within the library application  |
| 4                             | Describe your process for replacing tags discovered to be faulty in normal use and for identifying tags supplied faulty on the roll   |
| 5.                            | Overprinting options<br><br>Must be able to print library logo, dynamic barcode or any other identifier at the discretion of the libraries.   |
| 6.                            | Availability with pre-printed barcodes for new stock  |
| 7.                            | Describe your options for tag-printing both individually and in bulk  |
| 8.                            | Comply with ISO 15693 or ISO 18000-3 Mode 1   |
| 9.                            | Availability for all media types used in the library<br><br>Please state the various types of tags that are offered for the different types of material in the library. Ie Audio visual, Toys, DVD's, large books, reference and archive etc. Include the physical sizes of tags that are available |
| 10.                           | Describe and attach a sample of the RFID tags proposed for all material formats including technical data if available   |
| 11.                           | Indicate the size of the rolls of tags and how many tags to a roll.   |
| 12.                           | Indicate the lead-time for delivery of printed and non-printed tags.  |

**VOLUME 3  
TENDER/QUOTATION FORMS**

The following Tender/Quotation forms **must** be completed as part of this request for Tender/Quotation:

|         |  |
|---------|--|
| Part 1  | Execution by Tenderer                  |
| Part 2  | Acknowledgement of Addenda & Notices   |
| Part 3  | Details Statutory Declaration          |
| Part 4  | Statement of Conformance               |
| Part 5  | Tenderer's Insurance                   |
| Part 6  | Goods & Services Tax (GST)             |
| Part 7  | Company Profile                        |
| Part 8  | Previous Relevant Service Experience   |
| Part 9  | Tenderer's Current Service Commitments |
| Part 10 | Delivery Performance Standards         |
| Part 11 | Proposed Service Methodology           |
| Part 12 | Implementation Plan                    |
| Part 13 | Environmental Management               |
| Part 14 | Schedule of Pricing                    |
| Part 15 | Commissions                            |
| Part 16 | Conflict of Interest Declaration       |
| Part 17 | Occupational Health & Safety           |
| Part 18 | Quality Assurance Programs/Processes   |
| Part 19 | References                             |

**PART 1  
EXECUTION BY TENDERER**

I/We having read, understood and fully informed myself/ourselves of the contents, requirements and obligations of the request for Tender/Quotation, submit this Tender/Quotation for the performance by myself/ourselves of the Provision of the Supply of RFID tags to SSROC on behalf of the Participating Councils

I/We hereby offer to supply the services described in the Tender/Quotation at the prices set out in the Schedule of Prices (Part 14) and upon and subject to the key and standard conditions of Tender/Quotation and general conditions of contract set out in the request for Tender/Quotation. This offer remains open for acceptance for 90 calendar days from the Tender/Quotation closing date.

|   |                               |
|---|-------------------------------|
| <i>Name of Tenderer</i>   |                               |
| <i>Subsidiary Company (if applicable)</i>                             |                               |
| <i>Address of Tenderer</i>  |                               |
| <i>Postal Address</i>   |                               |
| <i>Refer enquiries to: (name, telephone number and email address)</i> |                               |
| <i>Phone Number</i>   | <i>Fax Number</i>             |
| <i>Legal Entity</i>   | <i>ABN</i>                    |
| <i>Signature and Date</i>   | <i>Official Position Held</i> |
| <i>Signature of Witness</i>   | <i>Address of Witness</i>     |
|   |                               |

**PART 2**  
**ACKNOWLEDGEMENT OF ADDENDA & NOTICES**

I / We, [*insert full name of Tenderer*], acknowledge receipt of the following:

[*Tenderers must fully describe all documents including addenda, and any notices, which are issued by SSROC*]

Tenderer: \_\_\_\_\_

Name of Signatory: \_\_\_\_\_

Position: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

**PART 3  
STATUTORY DECLARATION**

..... of New South Wales  
do solemnly and sincerely declare, in respect of the Contract for the Provision of the Supply of RFID Tags.

2. I hold the position of ..... and am duly authorised by ..... ("the Tenderer") to make this declaration on its behalf and do so to the best of my knowledge, information and belief as to the accuracy of the material contained herein and after due enquires in relation to such material.
3. (a) Neither the Tenderer nor any of its servants or agents has entered into any contract, agreement or understanding to pay any money to any trade association in respect of the Contract; or
- (b) The Tenderer has entered into a contract, arrangement or understanding to pay ..... the sum of \$..... in the event of the Tenderer being awarded the Contract referred to above.

***(Delete whichever alternative is not relevant)***

4. Neither the Tenderer nor any of its servants or agents had any knowledge of the price of any other tenderer prior to submitting its Tender/Quotation nor did the Tenderer disclose to any rival Tenderer the Tenderer's Tender/Quoted price prior to closing of the Tender/Quotation.
5. Neither the Tenderer nor any of its servants or agents has entered into a contract, arrangement or understanding having the result that on being awarded it would pay to any unsuccessful Tenderer any moneys in respect of or in relation to the Tender/Quotation or any contact resulting there from.
6. The Tenderer is not aware of any fact, matter or thing that would materially affect the decision of SSROC in accepting the Tender/Quotation, except as disclosed in the Tender/Quotation.
7. The contents of the Tender/Quotation are true and correct.

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act, 1900.

Subscribed and Declared at )  
This day of 2009 )  
before me: )

\_\_\_\_\_  
Justice of the Peace / Solicitor

**PART 4**  
**STATEMENT OF CONFORMANCE**

**[Delete whichever is not applicable:]**

- The Tender/Quotation does conform with the request for Tender/Quotation; or
- The Tender/Quotation does not conform to the request for Tender/Quotation. The areas in which the Tender/Quotation does not conform and the reasons for this non-conformance are as follows:
  - 
  - 
  - 
  -

NB. A non-conforming Tender/Quotation will result in the Tender/Quotation being withdrawn, if a conforming tender is not also submitted.

Tenderer: \_\_\_\_\_

Name of Signatory: \_\_\_\_\_

Position: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

**PART 5  
TENDERER'S INSURANCE DETAILS**

1. Provide details of insurance currently held by you and any proposed sub-contractor that would be applicable to the provision of services under the contract.

| Insurance Type                           | Policy No. | Extent of Cover  |           | Expiry Date | Name of Insurer |
|--|------------|------------------|-----------|-------------|-----------------|
|  |            | Per Incident \$A | Aggregate |             |                 |
| Workers Compensation/ Accident Insurance |            |                  |           |             |                 |
| Public Liability                         |            |                  |           |             |                 |
| Professional Indemnity                   |            |                  |           |             |                 |
| Other                                    |            |                  |           |             |                 |

Copies of all (applicable) insurance certificates are required to be submitted as part of the Tender/Quotation response, as are copies of notes showing SSROC and its member Councils being indemnified under relevant policies

Copies of registration with long service and superannuation bodies

Tenderer: \_\_\_\_\_

Name of Signatory: \_\_\_\_\_

Position: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

**PART 6**  
**GOODS & SERVICES TAX**

The Tenderer shall complete the following information regarding their registration with the Australian Tax Office ("ATO").

1) The Tenderer's ABN Number is \_\_\_\_\_

2) The Tenderer is registered with the ATO for purposes of the Goods and Services Tax.

Yes

No

Tenderer: \_\_\_\_\_

Name of Signatory: \_\_\_\_\_

Position: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

**PART 7  
COMPANY PROFILE**

Tenderers must provide the following information:

- Details of the size of your organisation
- Details of your corporate structure
- Brief history of your organisation
- Outline your “capacity to expand” strategy to meet increasing workload.

Tenderer: \_\_\_\_\_

Name of Signatory: \_\_\_\_\_

Position: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

**PART 8**  
**PREVIOUS RELEVANT SERVICE EXPERIENCE**

Tenderers must provide details of recent contracts that demonstrate expertise applicable to the nominated service. (i.e where are your tags currently being used)

The following information is to be provided for each contract separately:

- Company and address
- Name and telephone number of principal contact
- Description of the services provided
- Details of staff/contractors delivering programs/courses
- Difficulties and how overcome
- Contract value
- Contract period

Tenderer: \_\_\_\_\_

Name of Signatory: \_\_\_\_\_

Position: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

**PART 9**  
**TENDERER'S CURRENT SERVICE COMMITMENTS**

Tenderers must list the current similar size contracts the organisation is engaged in or committed to.

The following information is to be provided for each contract separately:

- Company and address
- Name and telephone number of principal contact
- Description of services provided
- Contract value
- Contract period

Tenderer: \_\_\_\_\_

Name of Signatory: \_\_\_\_\_

Position: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

**PART 10**  
**SERVICE DELIVERY PERFORMANCE STANDARDS**

Tenderers must set out clearly and concisely state how they will provide all or part of the list of components within the tender and how they will achieve the Performance Standards contained in Volume 2 Specifications.

This section includes standard functionality that is required by SSROC member Councils libraries. Please note the following important information when responding to this section:

- Tenderers should feel free to supply additional information (technical and functional) on the below mentioned requirements.
- Tenderers are asked to use the table format provided in order to describe their tags

|     | <b>RFID TAGS REQUIREMENTS</b>   | <b>SUPPLIERS RESPONSE</b> |
|-----|---|---------------------------|
| 1   | Memory size<br><br>1024 bits and 2048 bits (a price for both should be supplied)  |                           |
| 2   | Life-of-the-item tag guarantee<br><br>The tag must have a life of item guarantee.   |                           |
| 3   | Durability of tag within the library application<br><br>If the supplier has data obtained from accelerated age testing on their tags, this should be supplied.  |                           |
| 4   | Describe your process for replacing tags discovered to be faulty in normal use and for identifying tags supplied faulty on the roll   |                           |
| 5.  | Overprinting options<br><br>Must be able to print library logo, dynamic barcode or any other identifier at the discretion of the libraries.   |                           |
| 6.  | Availability with pre-printed barcodes for new stock  |                           |
| 7.  | Describe your options for tag-printing both individually and in bulk  |                           |
| 8.  | Comply with ISO 15693 or ISO 18000-3 Mode 1   |                           |
| 9.  | Availability for all media types used in the library<br><br>Please state the various types of tags that are offered for the different types of material in the library. Ie Audio visual, Toys, DVD's, large books, reference and archive etc. Include the physical sizes of tags that are available |                           |
| 10. | Describe and attach a sample of the RFID tags proposed for all material formats including   |                           |

|     |   |  |
|-----|---|--|
|     | technical data if available   |  |
| 11. | Indicate the size of the rolls of tags and how many tags to a roll.       |  |
| 12. | Indicate the lead-time for delivery of both printed and non-printed tags. |  |

Note: Quoted responses, will be used as expected performance standards, part of any preferred supplier agreement offered in addition to those already included in this document. Others may also be included.

Tenderer: \_\_\_\_\_

Name of Signatory: \_\_\_\_\_

Position: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

**PART 11**  
**PROPOSED SERVICE METHODOLOGY**

Tenderers should include details of ordering and request systems and procedures that will be required to provide the Service based on response to Part 10.

Tenderer: \_\_\_\_\_

Name of Signatory: \_\_\_\_\_

Position: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

**PART 12  
IMPLEMENTATION PLAN**

SSROC recognises new service arrangements usually take time to phase in and for this service the successful tenderer/s will need to establish contact with member Councils for:

- The identified service methodology
- Delivery standards and approaches
- Reporting arrangements
- Performance audits

SSROC requires tenderers to submit a detail plan outlining how they intend to set up the provision and coordination arrangements with each Council specifically addressing the items listed above.

Tenderer: \_\_\_\_\_

Name of Signatory: \_\_\_\_\_

Position: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**PART 13  
ENVIRONMENTAL QUESTIONNAIRE**

**Supplier Environmental Questionnaire**

**For Goods and services**

SSROC is committed to reinforcing government efforts on environmental protection and improvement, including reduction of waste to landfill. In the interest of achieving such goals, SSROC is encouraging tenderers to develop and implement environmentally responsible initiatives in manufacturing processes and packaging. The information submitted in the Supplier Environmental Questionnaire will be used to assess the environmental performance of the company and the product/service and will be used in the evaluation of the tender. All else being equal, preference will be given to those bids which best meet the environmental standards outlined below.

This Supplier Environmental Questionnaire is to be completed by the supplier. It is considered part of the supplier's product label and is subject to the same laws and regulations as the rest of the supplier's product label.

Additional information may be attached if insufficient space is provided. The presence of an attachment must be indicated next to the relevant question.

You must provide documentation where requested.

Documents not specifically asked for should not be submitted.

Remember to sign the declaration at the end of this form.

---

**1. Goods and services Identification**

Name of Supplier:

.....  
.....

---

**Agreement tendered for:**

.....  
.....

---

**2. Company environmental information**

1. Does your organisation have a current environmental policy or statement? Yes [ ] No [ ]

If Yes, please attach.

---

2. Does your organisation have an environmental management plan to manage risk? Yes [ ] No [ ]

If Yes, please attach a description.

3. Does your organisation have an accredited quality system? Yes [ ] No [ ]

If Yes, please attach evidence (e.g. copy of current certificate of compliance from an accredited certifier).

---

3. Does your organisation systematically work to minimise environmental impacts Yes [ ] No [ ]  
e.g. regular waste or environmental audits with follow up action plans and monitoring?

Please specify:

.....  
.....  
.....  
.....

---

4. Does your organisation have a greenhouse reduction policy or program? Yes [ ] No [ ]

---

### 3. Packaging and Transport

1. Has your company adopted a policy of packaging reduction? Yes [ ] No [ ]

---

2. Please identify the packaging materials used for the products supplied:

.....  
.....  
.....

---

3. Is the packaging made from recycled materials? Yes [ ] No [ ]

Please specify

.....  
.....  
.....

---

4. Is the packaging designed for re-use? Yes [ ] No [ ]

Please specify

.....  
.....

5. Can the packaging be recycled? Yes [ ] No [ ]

Please specify

.....  
.....  
.....

6. Will your company accept the packaging back for re-use, recycling or recovery? Yes [ ] No [ ]

If Yes, will your company collect packaging and pallets? Yes [ ] No [ ]

If No, do you know of a company who will? Please give the name and phone number:

.....  
.....  
.....

"I declare that all information submitted on this form, 'Supplier Environmental Questionnaire' is true and correct."

Signed \_\_\_\_\_

Dated \_\_\_\_\_

Name \_\_\_\_\_

Position

\_\_\_\_\_

4. Additional Information

Suppliers may provide any additional information that they consider to be **directly relevant**. For example:

- ❖ Product life cycle assessments
- ❖ Environmental procedures relevant to the particular item.
- ❖ etc

Tenderer: \_\_\_\_\_

Name of Signatory: \_\_\_\_\_

Position: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

**PART 14  
SCHEDULE of PRICING**

**Schedule of Pricing**

Pricing is a key determinate in the assessment of this tender.

Tenderers are required to submit prices, exclusive of GST, in the Schedule below.

| <b>Quantities (purchased p/a in the first year)</b>            |                           |
|--|---------------------------|
| <b>Types of Tags</b>   | <b>PRICE PER TAG (\$)</b> |
| Standard RFID Tags (1024 bits)<br>(Approx quantity = 710, 000) |                           |
| Standard RFID Tags (2048 bits)<br>(Approx quantity = 710, 000) |                           |
| Ring/Donut Tags<br>(Approx quantity = 74,000)                  |                           |
| <b>Printing costs (barcode and Council logo)</b>               |                           |
| Black and White  |                           |
| 4 colour print   |                           |
| Full colour  |                           |
| Associated costs such as Artwork, delivery etc                 |                           |

**Please note that while the numbers above are the best estimate of quantities purchased for the initial role out in the first year, SSROC cannot provide a guarantee.**

**Note: Refer to Volume 2 “Specification” to ensure pricing conforms to requirements.**

A settlement discount of ..... % applies for payment within ..... days.

Prices are FIRM for 12 months (or identify timeframe)

**PART 15  
COMMISSIONS**

SSROC's rationale for commission is outlined earlier in the document (Volume 1 Section 1, Clause 1.6).

The Tenderer should set out the level of rebate that it is prepared to pay to SSROC based on the combined annual spending of the Participating Councils. The commission will be due on the anniversary of the agreement, based on the services acquired in the previous 12 months.

Please indicate below if your company is able to offer above the 2% Loyalty Commission in the table below:

| Expenditure Level | % Rebate | \$ Amount |
|-------------------|----------|-----------|
|                   |          |           |
|                   |          |           |
|                   |          |           |
|                   |          |           |

Tenderer: \_\_\_\_\_

Name of Signatory: \_\_\_\_\_

Position: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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**PART 16**  
**CONFLICT OF INTEREST DECLARATION**

I, \_\_\_\_\_  
(your name)

and the company I represent \_\_\_\_\_  
(company name)

and the company's directors, shareholders, officers and employees:

1. Have not offered, or given and will not offer or give, any financial reward or other inducement of any kind to any participating council officer's and/or Councillor's, with respect to any of my dealings in relation to this Tender/Quotation.
2. Am not in any way connected with and do not have any actual or potential conflict of interest with any participating council staff member or Councillor (whether employed on a permanent, casual or contractual basis).
3. I have read and understand the concept of conflict of interest as set out on the following page of this form.
4. I understand and accept that the Council reserves the right to terminate any contract, transaction or agreement that Council may enter into with me or the above mentioned company as a result of this Tender/Quotation, should it subsequently be shown that I have failed to disclose herein any matter or contravene any statement relevant to this declaration. I also accept SSROC's right to reject any future Tender/Quotations from the above-mentioned company, or me if I am shown to have made any false declaration herein or otherwise.

\_\_\_\_\_  
(name of person making declaration)

\_\_\_\_\_  
(name of witness)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(signature of witness)

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(date)

**PART 17**  
**OCCUPATIONAL HEALTH & SAFETY**

**OH&S MANAGEMENT SYSTEM**

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1. Does your enterprise have a documented OH&S Management System?

Yes             No

2. If yes, has the System been accredited by a Government Construction Agency or by the Construction Policy Steering Committee (CPSC) as meeting the requirements of the NSW Governments OHS&R Management System Guidelines?

Yes             No

If yes, attach a copy of the accreditation letter received from the Agency or CPSC.

**OHS POLICY MANAGEMENT**

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3. Does your enterprise have a written company OHS policy and associated procedures?

Yes             No

If yes, attach a copy of the policy and a list of the procedures.

4. Does your enterprise develop Safety Management Plans for your workplaces / work sites.

Yes             No

If yes, attach a copy of the contents page of a Plan.

Comment

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5. Are OHS responsibilities and accountabilities clearly identified for all levels of staff in your enterprise?

Yes             No

6. Are managers and supervisors required to sign off their commitment to those responsibilities?

Yes             No

Tenderer: \_\_\_\_\_

Name of Signatory: \_\_\_\_\_

Position: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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**PART 18**  
**QUALITY ASSURANCE PROGRAMS/PROCESSES**

Tenderers are to include details of quality assurance programs, accreditations of quality control procedures or processes.

Note: Tenderers must provide copies of accreditation certificates. Tenderers who submit false information will be automatically disqualified.

Tenderer: \_\_\_\_\_

Name of Signatory: \_\_\_\_\_

Position: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

**PART 19  
REFERENCES**

Tenderers must provide names, phone numbers and addresses of no fewer than three client references.

|            |  |
|------------|--|
| Name:      |  |
| Address:   |  |
| Telephone: |  |
| Fax:       |  |
| Contact:   |  |

|            |  |
|------------|--|
| Name:      |  |
| Address:   |  |
| Telephone: |  |
| Fax:       |  |
| Contact:   |  |

|            |  |
|------------|--|
| Name:      |  |
| Address:   |  |
| Telephone: |  |
| Fax:       |  |
| Contact:   |  |

**VOLUME 4  
APPENDICES  
APPENDIX A**

**REPORTING REQUIREMENTS**

- The Service Provider is required to provide SSROC and member Councils with regular, monthly reports.
- The monthly expenditure report to include the following information

**SUMMARY OF PURCHASES BY THE SSROC COUNCILS**

- (i) **Month:** .....
- (ii) **Supplier Name:** .....
- (iii) **Contract Period:** .....
- (iv) **Report Date:** .....

| COUNCIL          | Total Monthly Expenditure (\$) |     |     |     |     |     |     |     |     |     |     |     |
|------------------|--------------------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
|                  | Jul                            | Aug | Sep | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun |
| Ashfield         |                                |     |     |     |     |     |     |     |     |     |     |     |
| Bankstown        |                                |     |     |     |     |     |     |     |     |     |     |     |
| Botany Bay       |                                |     |     |     |     |     |     |     |     |     |     |     |
| Burwood          |                                |     |     |     |     |     |     |     |     |     |     |     |
| Canada Bay       |                                |     |     |     |     |     |     |     |     |     |     |     |
| Canterbury City  |                                |     |     |     |     |     |     |     |     |     |     |     |
| City of Sydney   |                                |     |     |     |     |     |     |     |     |     |     |     |
| Hurstville       |                                |     |     |     |     |     |     |     |     |     |     |     |
| Kogarah          |                                |     |     |     |     |     |     |     |     |     |     |     |
| Leichhardt       |                                |     |     |     |     |     |     |     |     |     |     |     |
| Marrickville     |                                |     |     |     |     |     |     |     |     |     |     |     |
| Randwick         |                                |     |     |     |     |     |     |     |     |     |     |     |
| Rockdale         |                                |     |     |     |     |     |     |     |     |     |     |     |
| Sutherland Shire |                                |     |     |     |     |     |     |     |     |     |     |     |
| Waverley         |                                |     |     |     |     |     |     |     |     |     |     |     |
| Woollahra        |                                |     |     |     |     |     |     |     |     |     |     |     |
| <b>Totals</b>    |                                |     |     |     |     |     |     |     |     |     |     |     |