



Expression of Interest (EOI) Scope: Roadside Weeds Spraying - Oberon, NSW

1. Introduction

Oberon is a region rich in agriculture and home to some of the world's most valuable ecosystems. Council's Roadside weed control program works to protect our region from the serious risk posed by invasive weeds and to meet Council's obligations under the Biosecurity Act 2015 so as not to pose a biosecurity risk to its neighbouring landholders.

Roads are one of the biggest spreaders of weeds, with vehicles bringing new weeds into the region and spreading existing weeds around. Currently Council invests a large proportion of its weed control budget into roadside weed spraying through the Central Tablelands Weeds Authority (CTWA). Currently Oberon Council has approximately 960 km of road within its council boundaries not including urban streets in Oberon township. These roads consist of State Roads 50 km, Regional Roads 102 km and local roads (not being State or Regional) 810 km.

2. Aims and Objectives

Council's aim is to ensure it is obtaining value for money in the roadside weed spraying program noting there have been considerable increases in roadside weed spraying costs over the last 12 months through CTWA. As a result, Council has resolved to seek expressions of interest from interested parties to undertake this program for the 2025-26 program, in accordance with the attached program of works. This is to ascertain whether it can achieve a more cost effective and efficient allocation of resources by undertaking the program directly.

The roads within Oberon have been segmented into a four-year program. Section 1 (Year 1) of that program has been completed. Council's objectives are to:

- Reduce the problem of invasive weeds in our community
- Encourage the establishment and maintenance of an effective weed control program
- Prevent the establishment of new weed species in the Oberon Region

- Reduce the impact of widespread invasive weed species
- Accelerate the remaining three years of the Roadside program through a more efficient and productive spraying program so as to complete the program in 2 years

The roadside program is designed to occur from late November through to mid-April (subject to seasonal conditions). The major targeted weeds are:

- a) Woody weeds: Blackberry, Sweet Briar, Scotch Broom, St Johns Wart
- b) Grass Weeds: Serrated Tussock, African Lovegrass and Chilean Needle Grass

and any other priority weeds listed in the Central Tablelands Regional Weed Plan.

Preferably Roads with a high incidence of St Johns Wart, Serrated Tussock. Chilean needle grass are targeted in November and early December prior to seed set.

Council works in collaboration with Transport for NSW to manage roadside vegetation along our main thoroughfares. This work enables passing traffic to maintain line of sight and maximise public safety. On most of its bitumen sealed roads during the period September to December Council undertakes a program of spraying with glyphosate along the road verges 1.5 metres from the edge of the road seal. This kills many weeds but not woody weeds or weeds not susceptible to glyphosate. This activity minimises slashing, which is renowned for worsening the spread of weeds.

This EOI is for spraying from the edge of the bitumen/roadside (unsealed roads) to the adjacent fence within the road reserve noting the provisions of the Oberon Roadside Vegetation Management Plan to seek to minimize harm to susceptible native species.

Where there is no fence, then 5 metres from the edge of road is to apply. In some cases, Forestry Corporation or other entities will have responsibility for this weed control.

Contractors are to fully appraise themselves of:

- a) transport for NSW requirements for signage and working on State and Regional Roads;
- b) Council requirements for working on local roads.

Council's requirements are highlighted within Schedule 2 of the EOI.:

3. Scope of Operations

An Expression of Interest (EOI) is being sought by Oberon Council for appropriately qualified Weeds Contractors to provide a schedule of rates for the delivery of 300km of roadside weed spraying during the next twelve-month period in accordance with Schedule 1.

4. Compliance Requirements

Applicants must demonstrate understanding and compliance with:

- Current chemical user accreditation
- Compliance with NSW Biosecurity Act 2015
- NSW Biosecurity Strategy 2022- 2025
- Work Health and Safety (WHS) obligations
- Roads Act 1993 and associated regulations
- Oberon Roadside Vegetation Management Plan

5. Submission Requirements

Each EOI must include the following:

- a) Business Name, address and ABN details
- b) Financial Statements for the last three financial years or a signed statement from a registered accountant as to the overall financial position of the business over the last three financial years including profitability and solvency
- c) Current chemical user accreditation certificate
- d) EPA White Card
- e) Traffic control training and certification if required for State and Regional roads
- f) Driver Licence details
- g) Public Liability certificate of \$20,000,000
- h) Schedule of rates (per KM rate for local, regional and state roads)
- i) Details of machinery and equipment.

Council reserves the right to appoint one or more contractors to undertake all or selected portions of the spraying program. Council also reserves the right to not appoint a selected contractor for the year.

SCHEDULE 1

A copy of the Roads within current Stage 2 of Councils 4 year program. As part of an EOI Council will be looking to ensure approximately 60km's of Councils Year 3 program is undertaken within Year 2. As such a per/km rate for the networks is being sought.

Road Name	New road section 2	Length (km)	Length (m)
BASTARD POINT RD.	2	4.3	4250
BEATTIE RD.	2	2.5	2500
BLACK RANGE RD.	2	10.0	10000
BURROUGHS CROSSING RD.	2	3.4	3400
BUTTERFACTORY LN.	2	2.2	2200
CHATHAM VALLEY RD.	2	4.3	4250
CRANFIELD RD.	2	3.0	3000
EDITH RD.	2	23.0	23000
FERNDAL RD.	2	3.0	3000
GINGKIN RD.	2	12.3	12300
GINGKIN VALLEY RD.	2	7.9	7900
GLEN CHEE RD.	2	10.0	10000
HIGH FARMING LN.	2	0.2	200
HOMeward BOUND AVE.	2	0.3	300
HORSESHOE BEND RD.	2	3.6	3600
IVERS RD.	2	5.1	5100
JAUNTER RD.	2	7.0	7000
JENOLAN CAVES RD.	2	1.7	1700
JERRONG RD.	2	23.0	23000
KANANGRA WALLS RD.	2	27.5	27500
KEITH ARMSTRONG RD.	2	3.3	3300
LUNEY PL. 80km	2	0.3	275
MACKIES RD.	2	0.6	575
MCKEONS CREEK RD.	2	7.0	7000
MILLERS LN.	2	0.9	900
MOUNT VIEW RD.	2	0.9	900
MT. WERONG RD.	2	19.0	19000
SHEEPSTATION FOREST RD.	2	3.8	3800
SHOOTERS HILL RD.	2	27.0	27000
SHOOTERS HILL RD. (OLD)	2	6.5	6500
SPRINGMOUNT RD.	2	3.7	3700
TITANIA RD.	2	4.3	4300
TUGLOW RD.	2	4.3	4300
WILLOW SPRINGS RD.	2	0.4	375
ZITA RD. 80km	2	0.2	200
Total roads km Section 2		236.3	

SCHEDULE 2 – GENERAL CONDITIONS

1. Invitation

This invitation is not an offer. It is a formal request for respondents to submit a response for the supply of services to Council requirements. Nothing in this Invitation is to be construed as creating any binding contract for the supply of services (express or implied) between the Council and any respondent.

2. Accuracy of Invitation

Council does not warrant the accuracy of the content of this invitation and will not be liable for any omission from the Invitation documents.

3. Incomplete Expressions of Interests

If a response does not include all the information in the format required by the EOI or is incomplete in any way, it may be passed over.

4. Late Responses

If a respondent's response is lodged after the EOI closing time, it will be disqualified from the EOI process and will be ineligible for consideration unless:

- a) the respondent can clearly document to the satisfaction of Council that an event of exceptional circumstances caused the response to be lodged after the EOI closing time; and
- b) Council is satisfied that accepting a late submission would not compromise the integrity of the EOI process.

5. Providing a Response

It is the respondent's responsibility to:

- (a) understand the requirements of this Invitation, the EOI process and any reference documentation;
- (b) ensure that all the information in the Returnable Schedules are completed and contain the information requested;
- (c) ensure the response is in the correct format, complies with all requirements of these conditions and is accurate and complete;
- (d) make independent enquiries and assess all risks regarding this invitation and the EOI process;

- (e) not rely on any express or implied statement, warranty or representation, whether oral, written or otherwise made by or on behalf of Council or its representatives other than any statement, warranty or representation expressly contained in this Invitation;
- (f) comply with all applicable laws in regard to the EOI process;
- (g) be responsible for all costs and expenses related to the preparation and lodgement of a response, any subsequent negotiation, and any future process connected with or relating to the EOI process.

Council will not be liable directly, indirectly or by way of reimbursement to any respondent or any such person or organisation for any such costs or expenses, or for any costs or losses howsoever arising, including any costs or losses flowing from any act or omission by Council, its consultants, contractors, employees or agents in any way associated with this EOI, or from the Respondent not progressing further in any subsequent process.

6. Communication

Respondents are required to direct all communications through the contact person(s) named in the EOI documents, unless advised otherwise. Canvassing of Councillors or Council staff in relation to this EOI will automatically disqualify a respondent.

7. Compliance with Conditions

By lodging a response to this EOI a respondent agrees, acknowledges, represents and warrants that it accepts the conditions outlined in this section. All respondents should note that the degree of compliance with the conditions of this EOI will be an important consideration in the process of evaluating responses. Council may, at its absolute discretion, pass over responses that do not comply with the requirements of this EOI.

8. Disclaimer

- (a) the site is owned by Oberon Council. Council officers are authorised to negotiate suitable terms and conditions for this transaction;
- (b) The process set out in this document is not a legal offer and neither the EOI itself nor any response to it will constitute a process contract. It is a competitive process solely for the benefit of identifying a respondent with whom Council might enter into further negotiations with respect to the site. Council is not legally bound in any way to respondents and is not obliged to proceed any further with the process;
- (c) Council shall not be liable to any respondent on the basis of any promissory estoppel, quantum meruit or any other contractual, quasi contractual or restitutionary grounds as a consequence of anything relating or incidental to

a respondent's participation in the EOI process or otherwise, including instances where:

1. A respondent is not selected or shortlisted
2. Council varies or terminates the EOI or any negotiations with a respondent; or
3. Council exercises, or fails to exercise any of its other rights under or in relation to this EOI

9. Addenda

Council reserves the right to change any part of this EOI document. If, as a result of a request for clarification from a Respondent or for any other reason, the Principal issues an instruction amending the Request for EOI documents, the instruction will be issued in writing to all Respondents, which becomes part of the EOI documents. Written Addenda issued by the Principal are the only recognised explanations of, or amendments to, the EOI documents. If a respondent finds an error, ambiguity, inconsistency or omission in the Invitation to EOI or any other material given or made available by Council or has any complaint in relation to the process, the respondent must notify Council in writing, setting out details of the error, within seven (7) days before the date and time for closing of the EOI (or as soon after then as the Respondent becomes aware of the error). Council will correct errors so notified in writing to all Respondent's, without disclosing the identity of the respondent who pointed out the error.

10. Reserved Rights

Council reserves the right to:

- (a) Not proceed with the EOI, the evaluation process, or any subsequent marketing of the site;
- (b) Suspend or vary the process;
- (c) Vary or extend any time or date in this EOI; Conditions of EOI 4
- (d) Update the information in this document and that supplied to interested parties;
- (e) Request additional information or clarification from any respondent or provide additional information or clarification;
- (f) Negotiate with any one or more respondent and allow any respondent to change its response;
- (g) Accept or reject any response received after the EOI closing date and time;
- (h) Consider and accept or reject any response that does not comply with this EOI;

- (i) Postpone or delay the evaluation process or any subsequent stages or processes;
- (j) Clarify or pursue responses with one or more respondents at any time without prior notice to any other party; and
- (k) Not consider further any respondent or response for the purposes of this EOI or the evaluation process or any subsequent stages or processes.

11. Consortia

Where the respondent is a member of a consortium, the respondent's response must stipulate which parts of the services that each entity comprising the consortium would provide and how the parties would relate to each other to ensure full provision of the required services. All consortium members are to provide details relating to their legal structure.

12. Options available to Council

After evaluating all responses, Council may without limiting other options available to it, do any of the following:

- a) prepare a short list of respondent's and invite further offers from those respondent's;
- b) conduct a subsequent procurement process calling for the services or any similar related services;
- c) enter into pre contractual negotiations with one or more respondents;
- d) decide not to proceed further with the EOI process or any other procurement process for the services; or commence a new process for calling for responses on a similar or different basis to that outlined in the original invitation.

13. No legally Binding Contract

Being shortlisted does not give rise to a contract (express or implied) between the preferred respondent and Council. No legal relationship will exist between Council and a preferred respondent relating to the supply of services until such time as a binding contract is executed by both parties.

14. Intellectual Property Rights

By lodging a response the respondent will be taken to have acknowledged the following:

- (a) This EOI document comprises copyright vested in Council;
- (b) A respondent may only copy or otherwise reproduce this EOI document for the purpose of preparing and submitting its response;

- (c) A response or subsequent response becomes the property of Council on submission, and will not be returned to the respondent;
- (d) Any intellectual property rights that are, at the time of lodgement of a response, specifically identified, clearly described and claimed as such by a respondent and exist as intellectual property in a response will remain the property of the respondent. Any element of a response considered by a respondent to carry any intellectual property rights must be clearly and specifically claimed as such by the respondent and the respondent must in each case specify the nature of the claimed intellectual property rights and how it arises. The mere claim of an Conditions of EOI 5 intellectual property right does not make it so unless it is in fact the property of the respondent and is claimable intellectual property; and
- (e) Council may copy or reproduce, adapt, modify, disclose, use or do anything else necessary to, in Council's absolute discretion, the whole or any part of a response or any material (including that material which contains or comprises claimed intellectual property rights of the respondent, or other person) for the purposes of this EOI or any subsequent stage or process arising out of this EOI. Should a respondent object to the use of its response in this way, the objection should be raised in the response and this will be considered by Council, which reserves the right, in its absolute discretion, to reject or accept any objection or claim of intellectual property. Otherwise, any right to object to such use of the response will be treated as having been waived by lodgement of the response.

15. Confidentiality and GIPA

Responses and any other information provided by respondents (Information) are subject to the provisions of the Government Information (Public Access) Act 2009 (the Act). Information may be disclosed to third parties if there is a requirement to do so under the provisions of that Act or where Council or State Government policy or directives require disclosure. Any information that is commercially sensitive or confidential must be marked "commercial and confidential". This special notation must not be used unless the information is genuinely confidential. Marking Information as "commercial and confidential" will not necessarily prevent disclosure of the information in accordance with the Act or otherwise. Respondents must not advertise, promote or publish the participation, in any form, without the written consent of Council.

16. No Collusion

It is a requirement of law that respondents must not engage in any improper commercial arrangements, collusive tendering or conduct, anti-competitive conduct or any other conduct which denies legitimate business opportunities to any other respondent or any other person involved in providing another response in relation to this EOI. If Council determines that a respondent has, or the respondent is otherwise found to have, engaged in such conduct, the respondent's response will be disqualified and subsequently excluded from further consideration

in this EOI, the EOI evaluation process, and any subsequent stages or processes at the absolute discretion of Council.

17. Protection of Privacy

The Respondent warrants, in respect of any personal information provided in this EOI or any contract arising from this EOI, that the information is accurate, up to date and complete, and that nominated individuals authorise its collection and are aware:

- a) that the information is being collected for the purpose of evaluating EOI and administering any contracts arising from those EOI and may be made available to other NSW government agencies or local government authorities for those purposes;
- b) whether the supply of the information by the individual is required by law or is voluntary, and any consequences for the individual if the information (or any part of it) is not provided; and of the existence of any right of access to, and correction of, the information