

**Model Waste and
Recycling Collection
Contract
Section D Specification
Part 4: Organics
Specification**

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NSW Environment Protection Authority (EPA)
59–61 Goulburn Street, Sydney
PO Box A290
Sydney South NSW 1232

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Website: www.epa.nsw.gov.au

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[Click here and type Council name and/or logo]

Section D Specification

Part 4 Organics Specification

Contract number:

[Click here and type Contract number]

Contract for:

[Click here and type title]

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1. Introduction

This part defines explicit requirements for the collection of Organics from Organics Service-Entitled Premises in the Service Area. It must be read in conjunction with the General Specification, to form the complete specification in relation to the Organics Collection Service.

The Contractor must ensure that Services provided under this Contract address the requirements of this General Specification as well as the particular Service Specifications. To the extent of any inconsistency between the General Specification and Service Specification, the Service Specification shall have precedence.

2. Service Requirements

Commencing on the Services Commencement Date and finishing on the Expiry Date, the Contractor shall provide an Organics Collection Service from nominated Organics Service-Entitled Premises and at specified frequencies within the Service Area, in accordance with this Contract. Organics Service-Entitled Premises include nominated single Premises and multi-occupancy Premises, in addition to other Organics Service-Entitled Premises.

2.1 Collection Service and Frequency for Single Premises

Include a description of the services to be provided for single Premises such as:

The service involves the collection of Organics from single Premises in approved [Click here and type volume e.g. 240 Litre] Mobile Bins on a fortnightly basis.

Multiple services shall be available to Customers, as specified in Clause 6.2 of the General Specification.

All collections will be from the Kerbside, with the exception of Infirm Services as specified in Clause 4.5.2 of the General Specification and Special On Property Collections as specified in Clause 4.5.3 of the General Specification.

Include any other specific service requirements here. For example, details of any other requirements such as more frequent collections or provision of a small number of smaller volume Mobile Bins for elderly Customers.

An optional Clause to consider:

2.2 Collection Service and Frequency for Multi-occupancy Premises

Include a description of the services to be provided for multi-occupancy Premises such as:

Unless otherwise specified, multi-occupancy Premises will be provided with a fortnightly Organics Collection Service on a shared arrangement whereby one (1) [Click here and type size e.g. 240 Litre] Mobile Bin will be provided for each block of units/multi-occupancy development.

Multiple services shall be available, as specified in Clause 6.2 of the General Specification. All collections will be from the Kerbside.

Include any other specific service requirements here. For example, details of any other collection arrangements such as twice (2) weekly collections in specified high-density unit areas or some medium density Premises such as town-houses.

An optional Clause to consider:

2.3 Collection Service and Frequency for Other Organics Service-Entitled Premises

The Contractor shall collect Organics from other Organics Service-Entitled Premises including:

- [Click here and type details of other Organics Service-Entitled Premises].

The Council will determine the entitlement of participation.

Include a description of the services to be provided for Premises such as:

The Premises will be provided with a fortnightly Organics Collection Service utilising [Click here and type size e.g. 240 Litre] Mobile Bins.

Multiple services shall be available to Premises, as specified in Clause 6.2 of the General Specification.

3. Organics to be Collected

Organics to be collected under this Contract will be the Organics defined in the Section D Part 1: General Specification.

4. Performance Benchmarks and Incentives and Damages

4.1 Performance Benchmarks

Council requires a high level of performance from the Contractor that meets the satisfaction of Customers. This will be gauged by the level of service complaint as well as departures from the Specification.

A minimum standard of performance for the Contractor has been established for service complaints, this standard is as follows:

Complaint type	Standard – per month
Missed Services	≤ [Click here and type number] per [Click here and type number] services
Early Starts	≤ [Click here and type number] per [Click here and type number] services
Other Customer Complaints	≤ [Click here and type number] per [Click here and type number] services

4.2 Performance Incentives and Damages

Failure to achieve the Performance Benchmarks in Clause 4.1 may result in Council exercising its rights under Clause 22 of the General Specification.

5. Additional Mobile Bin Requirements

In addition to the requirements for Mobile Bins under Clause 9.1 of the General Specification, all Mobile Bins supplied by the Contractor to meet its obligation under this Organics Specification must:

- (a) have a lime green lid; and,

(b) have a dark green or black body (as per the AS4123.7).

6. Additional Requirements for Vehicles

For the purposes of monitoring Contamination and vehicle loads, each Collection Vehicle must be fitted with effective hopper mounted colour cameras. Colour monitors should be mounted within the cabin to allow the driver and other staff riding in the vehicle to view material as it enters the collection vehicle's hopper.

Option 1 Council Organics Ownership

7. Organics Ownership and Delivery

7.1 Council Ownership of Organics

Council retains ownership of all Organics collected as part of the Organics Service. The Council will pay all reprocessing costs involved in provision of Organics Service and will retain any income from materials sold through provision of this Service.

7.2 Nominated Facility

The Contractor must deliver the collected Organics to the Nominated Facility specified under Clause 0 of this Organics Specification.

7.3 Alternative Facilities

Over the term of the Contract the Council may nominate Alternative Facilities for use by the Contractor in undertaking Services to be provided.

7.4 Other Facilities

Use of any other facility will be subject to approval by the Council. If the facility is approved by the Council, it will be then be treated as an Alternative Facility.

7.5 Payment for Transport to Alternative Facility

7.5.1 General

Council desires that the Contractor deliver Organics collected under this Contract to facilities that provide the best operational, environmental and cost effective result.

For various reasons, it may be necessary to move from the Nominated Facility for any of the services, to an Alternative Facility at some time during the Term of the Contract.

7.5.2 Payment for Use of Alternative Facility

If the Council nominates or approves an Alternative Facility under this Contract, and it is further or less in distance from the defined Approximate Centroid than the Nominated Facility for that service, then the Contractor or the Council will be entitled to an additional payment or reduction in payment (as the case may be) based on the difference between the distance of the new journey and the distance of the return trip from the Approximate Centroid of the Service Area to the Nominated Facility ('the Difference').

For this purpose, the new journey will be the return trip, measured from the Approximate Centroid of the Service Area in a direct route to the Alternative Facility. The payment for the

period during which the Alternative Facility is utilised will be calculated in accordance with the formula in Clause 0 of this Organics Specification.

Where the difference is a negative value, the Council will be entitled to a reduction in payments due to the Contractor calculated on the same basis as above.

No payment will be made if the Contractor uses another facility without the written approval of the Council.

7.5.3 Calculation of Payment for Transport to Alternative Facility

The additional or reduced payment for the period during which an Alternative Facility is utilised will be calculated in accordance with the following formula:

$$P = A \times D \times T$$

Where:

- P** = the additional or reduced payment to be made;
- A** = the Alternative Facility Payment Rate as detailed in the Tender Schedule associated with the relevant service
- D** = the Difference in kilometres between the distance from the defined Approximate Centroid of the Service Area to the Nominated Facility and the distance from the defined approximate centroid of the Service Area to the Alternative Facility
- T** = the number of tonnes of material emanating from the particular service, transported to the Alternative Facility by the Contractor in the period to which the payment concerns.

Where such diversion results in a variation of less than ten percent (10%) in the distance travelled to the original Nominated Facility, no variation shall apply.

Where 'D' is less than the distance from the Approximate Centroid to the Nominated Facility 'P' will be deducted from the payment and if it is further 'P' will be added to the payment.

7.6 Organics – Nominated Facility

The Organics collected by the Contractor in the course of performing the Organics Collection Service must be delivered to the Nominated Facility for processing, being [Click here and type name of facility] at [Click here and type address of facility].

The Contractor must comply with the operating hours of the Nominated Facility. Organics must be unloaded from the Collection Vehicles by the Contractor at the Nominated Facility and the Contractor, its employees and/or subcontractors must comply with all instructions issued by the person in charge of the facility.

The Contractor will be responsible for ensuring that all Organics collected comply with the requirements for receipt of materials at the Nominated Facility.

Specific requirements of the facility, including parameters specified for Organics delivered to the facility and any relevant contractual obligations are detailed in the Annexure to the Organics Specification.

Include any other specific service requirements here. For example, Acceptable Contamination for the facility is a maximum of 1.2% by weight.

The Contractor must provide the Council with evidence, as required, in the form of weighbridge dockets or the equivalent, to the satisfaction of the Council, of the separate amounts of all Organics collected in the course of providing the services.

The Council may nominate an Alternative Facility during the Term of the Contract under Clause 0 of this Organics Specification.

7.7 Rejection of Materials and Penalty Payments

Where Organics collected under this Organics Specification is rejected by the Nominated Facility, or where a penalty charge is imposed due to Contamination of the delivered material, the Contractor will pay fifty percent (50%) of any and all associated charges.

Council will deduct the amount owing from the Contractors invoice or seek payment separately.

The Contractor must promptly notify the Council of all rejected loads and full details of any non-compliance reports from the facility.

7.8 Only Materials from the Service Area

The Contractor must ensure, and enable the Council to verify, that only Organics collected in the course of providing the services to Organics Service-Entitled Premises within the specified Service Area under the Contract are taken to the Nominated or Alternative Facilities in the Collection Vehicles.

OR

Option 2 Contractor Organics Ownership

7. Organics Ownership and Delivery

7.1 Contractor Ownership of Organics

The Contractor owns all Organics collected under this Organics Specification. The Contractor must pay all reprocessing costs involved in provision of the Organics Services and will retain any income from Organics sold through provision of these Services.

7.2 Processing Facility – Contractor Nominated Facility

Organics collected by the Contractor in the course of performing the Organics Collection Service must be delivered to a facility or facilities nominated by the Contractor and approved by the Council.

The Contractor may nominate an Alternative Facility or Facilities during the Term of the Contract. Use of an Alternative Facility or Facilities or any other facility for receiving Organics under this Contract must be first approved by the Council.

The Contractor must provide the Council with evidence, in the form agreed upon by the Contractor and Council, of the separate amounts of all Organics collected in the course of providing the services.

On or prior to the Services Commencement Date, the Contractor must supply the Council with a copy of all agreement(s) or contract(s) related to the receipt and/or reprocessing of Organics under this Specification. On or prior to the Services Commencement Date, the Contractor must supply the Council with a copy of relevant licences and approvals related to the receipt and/or reprocessing of materials under this Organics Specification.

The Contractor will be responsible for ensuring that all materials collected comply with the requirements for receipt of Organics at the Nominated Facility.

The facility must undertake audits on materials accepted for reprocessing from Council at least every year. The audit methodology must be approved by the Council prior to the audit

process. The Council must be provided with the full audit results as soon as practicable after the audit.

Include any other specific requirements here.

7.3 Rejection of Materials and Penalty Payments

Where Organics collected under this Organics Specification is rejected by the facility, or where a penalty charge is imposed for any reason whatsoever, including but not limited to Contamination in the delivered material the Contractor will pay any and all associated charges and costs. If the Contractor is required to transport the load to a disposal facility, all associated transport costs will be paid by the Contractor.

The Contractor must promptly notify the Council of all rejected loads and full details of any non-compliance reports from the facility.

8. Contamination Management

8.1 Contamination Strategy and Operations

The Contractor will be responsible for developing, implementing, monitoring and reviewing a Contamination management strategy and associated procedures in consultation with Council and the Processing Facility. The strategy and procedures will ultimately form a chapter of the Quality Plan specified under Clause 15 of the General Specification but also must be suitable to act as a stand-alone operational document.

A draft Contamination Strategy and Procedures Program must be submitted separately for approval by the Council a minimum of three (3) months prior to the Services Commencement Date. The Council may direct that the Contractor make any reasonable amendments to the Contamination Strategy and Procedures Program that they consider appropriate.

8.2 Supporting Materials to be Developed

The [Click here and type Council or Contractor name] will be responsible for producing any supporting materials required to implement the strategy such as stickers and brochures. The Council must give final approval to all supporting materials and changes to supporting materials over the term of the Contract.

All supporting materials must be developed in conjunction with educational resources developed under Clause 19 of the General Specification to ensure an integrated approach and consistent messages. All letters used as a component of the strategy will be produced by Council on Council letterhead.

The Contractor must specify all details of the supporting material types in the Contamination Strategy and Procedures Program.

8.3 Contamination Procedures

In developing the Contamination Management Strategy and Procedures Program, the Contractor must undertake the minimum requirements and procedures detailed in Clause 0 of this Organics Specification.

These minimum requirements will form the basis of the procedures to be developed by the Contractor and the Contractor is expected to expand on and improve the minimum procedures, detailed under this Clause 0 of this Organics Specification, to enable the manufacture of products that meet market requirements.

On submitting the draft Contamination Strategy and Procedures Program to Council as specified under Clause 0 of this Organics Specification, the Contractor may propose amendments to the minimum procedures specified in Clause 0 of this Organics Specification. The Contractor's proposal must detail how the amendments improve Contamination management and resource recovery outcomes.

The procedures must clearly specify all operational details including responsibilities for tasks, timeframes, specific supporting materials to be utilised and variations between strategy and procedures for single Premises [and multi-occupancy Premises](#).

8.4 Minimum Contamination Requirements and Procedures

8.4.1 Gross Contamination – Visible at the Kerbside

The Contractor must not collect any Mobile Bin where it is evident upon visual inspection that it contains Gross Contamination.

Gross Contamination includes high levels of material that does not conform to acceptable materials specified in Clause 3 of this Organics Specification. This may include for example bags of garbage visible at the top of the Mobile Bin.

The Contractor must notify the Customer of the problem either by way of letter being placed in the letterbox of the Premise or sticker attached to the Mobile Bin. Customers must be notified prior to 5:00 p.m. on the day that the incident occurred.

The Customer must be given the opportunity to rectify the problem within one (1) Working Day and contact the Customer Service Centre to request another Organics Collection Service. The Contractor must return to the Premises within one (1) Working Day of the Customer request for the Service and provide the Service at no additional charge to Council.

8.4.2 Contamination – Visible at the Kerbside

If the Contractor finds Contamination, not considered to be Gross Contamination, on visual inspection of a Mobile Bin, the Contractor may empty the bin if deemed acceptable. The Contractor must notify the Customer of the problem and clarify what is deemed acceptable presentation. The Customer must be notified of the problem within two (2) Working Days of the incident occurring.

8.4.3 Contamination – Visible via Camera in Hopper

If the Contractor becomes aware of Contamination or Gross Contamination within a Mobile Bin in the process of emptying its contents into the Collection Vehicle, the Contractor must provide the Customer with notification, specifying the problem and clarifying what is deemed acceptable presentation.

The Customer must be notified of the problem within two (2) Working Days of the incident occurring.

8.4.4 Multiple Occurrences – Second Occurrence

On the second occurrence, over a time period agreed upon by the Contractor and Council, of any incident at a Premise as specified under Clauses 0, 0 and 0 of this Organics Specification, the Contractor must follow the procedure as outlined in the relevant Clause (i.e. 0, 0 and 0).

8.4.5 Multiple Occurrences – Third Occurrence

On the third occurrence, over a time period agreed upon by the Contractor and Council, of any incident, or combination of incidents as specified under Clauses 0, 0 and 0 of this

Organics Specification, the Contractor must follow the procedure as outlined in the relevant Clause (i.e. 0, 0 and 0).

In addition, the Contractor must notify the Council of the situation and request that a letter be issued by Council advising of the possible removal of services after any further incident over a time period agreed upon by the Contractor and Council.

8.4.6 Multiple Occurrences – Fourth Occurrence

If a further Contamination incident occurs, over a time period agreed upon by the Contractor and Council, or a combination of incidents as specified under Clauses 0, 0 and 0 of this Organics Specification, the Contractor must follow the same procedure as outlined in the relevant Clause (i.e. 0, 0 and 0).

In addition, the Contractor must notify the Council of the situation and provide a brief outline of the history and severity of the incidents at that Premise.

8.4.7 Multiple Occurrences – Cessation of Service

The Council may request that the Contractor cease the Organics Service, as specified in Clause 6.3 of the General Specification, for a period of time determined by the Council at that Premise to which Clause 0 of this Organics Specification applies. Council will notify the Customer in writing after removal of the service.

8.5 Reporting and Documenting Contamination Incidents

The Contractor must document and maintain database(s) of all addresses and other appropriate details for all Contamination incidents including a description of the severity of the incident.

This information must be collated, compiled and reported to Council as detailed in the Quality Plan at Clause 15 of the General Specification.

8.6 Council Contamination Policy

The Council will provide the Contractor with details of any changes to Council policy in relation to Contamination management and cessation of Services after repeated Contamination incidents.

If these policy changes impact on the Contractor Contamination Strategy and Procedures, the Council will compensate the Contractor for any additional cost incurred in the review of the strategy or procedures and development of supporting materials. The Contractor must be given reasonable notice to effect changes to the Contamination Strategy and Procedures.

8.7 Review of Contamination Strategy and Procedures

The Contamination Strategy and procedures must be evaluated and reviewed by the Contractor from time to time, at least on an annual basis. All changes must be agreed between the Council and the Contractor. The Processing Facility must be consulted during the review process.

Annexure to the Organics Specification

(This annexure is only relevant to Council Ownership of Organics)

Processing Facility Requirements

[Click here and type any specific Nominated Facility requirements]