

Model Waste and Recycling Collection Contract Section D Specification Part 1: General Specification

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Section D Specification

Part 1 General Specification

Contract number:

[Click here and type Contract number]

Contract for:

[Click here and type title]

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1. Introduction and Scope

This General Specification applies to the following services:

- (a) [Garbage Collection Service](#)
- (b) [Recyclables Collection Service](#)
- (c) [Organics Collection Service](#)

in whole or in part to Service-Entitled Premises within the Service Area, and must be read in conjunction with the following Parts to this documentation:

- (a) [Section D – Part 2: Garbage Specification](#)
- (b) [Section D – Part 3: Recyclables Specification](#)
- (c) [Section D – Part 4: Organics Specification](#)

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

All Services provided under this Contract are to comply with relevant Australian Standards except where this Specification requires otherwise in which case this Specification takes precedence.

The Contractor's attention is drawn to the following local regulations ordinances and requirements, which apply to delivery of Services under this Contract:

Include list of ordinances, policies and/or requirements, or delete:

- [Include list of ordinances, policies and/or requirements.](#)

The Services to be provided under this General Specification are structured as follows:

Generally describe the service arrangements, such as:

- [Supply of Mobile Bins](#)
- [Mobile Bin repair and replacement](#)
- [Responsibility for establishment and management of a Customer Service Centre;](#)
- [Community Education](#)
- [Ownership of Recyclables](#)

while being cognisant of the greater detail included in the Parts specifying the particular Services.

2. Aims and Objectives

The Aims and Objectives of this Contract are as specified in Clause 1.1 of the Conditions of Contract.

3. Definitions

3.1 In this General Specification and the particular Service Specifications terms will, unless inconsistent with the context, have the meanings indicated below or as specified in Clause 1.2.1 of the Conditions of Contract.

‘Alternative Collection Points’ means an alternative location for Customer placement of Mobile Bins for collection, determined by the Council, where for example there is no space at kerb or for other reasons including safety.

‘Alternative Facility’ means a specified waste handling, processing or treatment facility, landfill, Materials Recovery Facility or Processing Facility other than a “Nominated Facility”, which is appropriately licensed and approved by the Council for receiving materials under this Contract.

‘Approximate Centroid’ means the intersection being [\[Click here and type full details of intersection\]](#).

‘Collection Schedule’ means the systematic scheme prepared pursuant to Clause 4.4.2 of this General Specification.

‘Collection Vehicles’ means a vehicle or vehicles used by the Contractor to perform the Services including compactors.

‘Compostable Food Organics’ includes:
Review and amend as appropriate:

- fruit and vegetable material
- bread, pastries and flours (including rice and corn flours)
- food soiled paper products (hand towels, butter wrap etc.)
- food scraps

‘Contamination’ means all materials which are not Recyclables as defined in the General Specification and materials deemed unacceptable in Clause 3 of the Organics Specification.

‘Contract Determination’ has the meaning attributed to it in the Industrial Relations Act 1996 (NSW).

‘Designated Early Start Street List’ means the list of all streets as so identified in the Annexure to the General Specification.

‘Designated Late Finish Street List’ means the list of all streets as so identified in the Annexure to the General Specification.

‘Early Starts’ means the commencement of Services before the Start Times of the Designated Early Start Street List

‘Emergency Plan’ means a step-by-step plan to cover any work health and safety emergencies, or other emergencies, that

	may affect the Services as specified in Clause 14.7 of this General Specification.
‘Environmental Management Plan’	means the management plan identifying environmental impacts of the Services and any measures to improve environmental performance as specified in Clause 16.1 of this General Specification.
‘EPA ‘	Means the Environment Protection Authority (NSW)
‘Excessive Weight’	means any Mobile Bin, which is unable to be physically moved by the Collection Vehicle lifting equipment or by the Contractor’s personnel or any Mobile Bin which is deemed to pose a significant risk of damage to any equipment or vehicle or injury to any person if collected, generally being a Mobile Bin together with its contents which weighs [Click here and type number in words e.g. eighty] ([Click here and type number in numerals e.g. 80]) kilograms or over.
‘Finish Time’	means the time of day that collection services are designated to be completed as detailed in the Annexure of this General Specification.
‘Garbage’	is the residual fraction of the waste stream remaining excluding the Recyclables and Organics diverted and includes refuse and rubbish, except building or construction wastes, Hazardous Wastes and car parts.
‘Garbage Service-Entitled Premise’	means any Premise entitled to a Garbage collection service as specified under Clause 2 of the Garbage Specification and Clauses 4.4.1, 6.1, 6.2 and 6.3 of this General Specification.
‘Garbage Collection Service’	means collection of Garbage from all Garbage Service-Entitled Premises specified by the Council from time to time.
“‘Garden Organics’	includes: <ul style="list-style-type: none">• Prunings, cuttings and branches no longer than [Click here and type length e.g one (1) metre] and "[Click here and type diameter e.g (75 mm)]" in diameter;• Lawn clippings, leaves and cut flowers.
‘Gross Contamination’	means (a) in relation to the Recyclables Specification: all materials which are not Recyclables as defined in the General Specification, where it is evident upon visual inspection that excessive amounts of these materials are present within the Mobile Bin, and

	<p>(b) in relation to the Organics Specification:</p> <p>all materials which are not Organics as defined in the General Specification, where it is evident upon visual inspection that excessive amounts of these materials are present within the Mobile Bin.</p>
‘Hazardous Wastes’	means liquid waste, waste pre-classified as ‘Hazardous Waste’ by the EPA, waste that exhibits characteristics of ignitability, corrosivity, reactivity or toxicity, batteries, pesticides, mercury-containing items and radioactive materials
‘Incident’	includes an accident, injury, property damage or environmental damage.
‘Industrial Action’	has the same meaning attributed to it in the Fair Work Act 2009 (Cth).
‘Industrial Instruments’	Means: <ul style="list-style-type: none">(a) a Modern Award;(b) an enterprise agreement, as that term is defined in the <i>Fair Work Act 2009</i> (Cth)(c) a transitional instrument, as that term is defined in the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)(d) a Contract Determination; or(e) a contract agreement, as that term is defined in the <i>Industrial Relations Act 1996</i> (NSW).
‘Industrial Relations and Workforce Plan’	means a plan dealing with the Contractor's workplace and industrial relations and resourcing issues relevant to the Services and as set out in Clause 17 of this General Specification.
‘Infirm Household’	means any Premises included in the Collection Schedule that the Council has determined (on such evidence as Council deems appropriate) that by reason of ill health or other physical or mental incapacity, no Customer of such Premises is reasonably able to place a mobile bin out for collection.
‘Kerbside’	means the area adjacent to any road carriageway.
‘Materials Recovery Facility’” or ‘MRF’	means an appropriately licensed facility for the receipt, handling and sorting for marketing, of materials collected in the Recyclables Collection Service, including an “Alternative Facility’.
‘Missed Service’	means the failure by the Contractor to collect Waste from any Mobile Bin set out at the kerbside for collection at the usual time and day in accordance with the Collection Schedule from any Premise within the

	Service Area.
‘Modern Award’	has the meaning attributed to it in the Fair Work Act 2009 (Cth).
‘Nominated Facility’	means a nominated waste handling, processing or treatment facility, landfill, Materials Recovery Facility or Processing Facility appropriately licensed and approved by the Council for receiving materials under this contract from any particular Service.
‘Work Health and Safety Management System’	means a structured systematic means for managing work health and safety risks and maintaining a safe work environment as specified in Clause 14.3 of this General Specification, which as a minimum complies with AS\NZS 4804:2001.
‘Organics’	means Garden Organics and Compostable Food Organics as defined and specifically excludes tree stumps, soil, plastic and material in plastic bags, non-organic material, treated, painted, stained or laminated timber, particleboard, plywood or wire contaminated material.
‘Organics Service-Entitled Premise’	means any Premise entitled to an Organics collection service as specified under Clause 2 of the Organics Specification and Clauses 4.4.1, 6.1, 6.2 and 6.3 of this General Specification.
‘Organics Collection Service’	means the collection of Organics from Organics Service-Entitled Premises as are specified in writing by the Council from time to time.
‘Other Complaint’	means any other reasonable complaint from a Customer about the Services that is not a Missed Service or a noise complaint about Early Starts.
‘Post Consumer’	means materials that have been used by consumers and recovered for use as raw materials to make new products.
‘Processing Facility’	means an appropriately licensed facility nominated for receipt and processing or treatment of materials collected in any nominated Waste collection service or an Alternative Facility’.
‘Recyclables’	means the following containers, packaging and products emanating from Service-Entitled Premises: <ul style="list-style-type: none">• recyclable Paper and Cardboard as defined below• liquid paperboard cartons• glass bottles and jars• aluminium cans, packaging and foil• PET (1), HDPE (2) and PVC (3) rigid plastic packaging

- other rigid plastic packaging including LDPE (4), PP (5), PS (6), other (7)
- steel rigid packaging, including aerosol cans; and,
- any other Recyclables as agreed under this Contract.

‘Recyclable Paper and Cardboard’

means:

- newspapers
- magazines
- junk mail
- stationery
- office paper
- envelopes
- telephone books
- cardboard.

‘Recyclables Collection Service’

means the collection of Recyclables from Recyclables Service-Entitled Premises as are specified by the Council from time to time.

‘Recyclables Service-Entitled Premise’

means any Premise entitled to a Recyclables collection service as specified under [Clause 2 of the Recyclables Specification](#) and Clauses 4.4.1, 6.1, 6.2 and 6.3 of this General Specification.

‘Service Area’

means the area indicated on maps attached to the Specification, together with such additional Premises that Council may nominate during the term of the Contract providing such Premises are within Council’s boundary.

‘Special On-Property Collection’

means any service that the Council has determined (on such evidence as Council deems appropriate) requires collection from within the property boundaries of the Premises. This may occur due to lack of kerb space, on-site storage issues or other reasons.

‘Start Time’

means the time of day when collection services are designated to commence as detailed in the Annexure to this General Specification.

‘Working Day(s)’

means Monday to Friday of every week of the year including public holidays, and any other days detailed in the Collection Schedule as required for the performance of the Services.

4. Operations

4.1 General

The Services provided under this Contract must be efficient and effective, and be services on which Customers at Service-Entitled Premises can depend. All services must be carried out with maximum regard for safety of all persons, tidiness and the preservation of property and amenity and in compliance with legislation applicable to the provision of the Services including but not limited to workplace/industrial relations, work health and safety, environmental and local government legislation. Services provided under this contract must be delivered in a manner that maximises resource recovery and promotes continuous improvement.

4.2 General Operational Requirements

- (a) The Contractor's employees must, after emptying each Mobile Bin, return the completely emptied Mobile Bin, with the lid closed and in an upright position, as near as practicable to the position in which it was located prior to being emptied
- (b) Notwithstanding (a), after emptying, Mobile Bins must not be left in a position which might impede pedestrian or vehicular movement.
- (c) The contents of Mobile Bins shall not be emptied into another Mobile Bin prior to servicing.
- (d) The Contractor must ensure that any Material(s) that is spilt or found spilt by the Contractor's employees or subcontractors in the course of performing the Services, whether caused by the Contractor's actions or not, is removed by the Contractor immediately.
- (e) When any Collection Vehicles are passing along roads or left standing in any public place, they must be secured so as to prevent the escape of any Materials from the Collection Vehicle. No Collection Vehicle shall be left standing in such a manner as to cause offence or present a hazard to a member of the public.
- (f) Collection Vehicles shall remain stationary whilst emptying Mobile Bins.
- (g) The Services shall be performed with minimum noise, nuisance and disturbance.
- (h) Mobile Bins shall not be handled in a manner that may result in damage to the Mobile Bin.
- (i) The Collection Schedule must be adhered to.

4.3 Collection Days and Times

4.3.1 Days of Collections

Services must be provided by the Contractor on Working Days. Services must not take place on any other day without the Approval of the Council. The Council's consent may be given subject to such conditions, as may be considered appropriate.

Generally describe any requirements or arrangements for days of collection, such as:

The collection of Garbage, Organics, and Recyclables must be on the same day of the week for each Premise serviced, except for collection of Recyclables and Organics which must be carried out fortnightly on alternate weeks.

4.3.2 Time of Collections

The Services must not be performed:

- (a) before the time indicated as the Start Time in the Designated Early Start Street List included in the Annexure to the General Specification
- (b) after the time indicated as the Finish Time in the Designated Late Finish Street List included in the Annexure to the General Specification
- (c) before the Start Time, being [Click here and type time] a.m., in all other areas;
- (d) after the Finish Time, being [Click here and type time] p.m., in all other areas.

Services must not take place at any other time without the prior written consent of the Council.

The Council may approve changes to times of collection in special circumstances that may impact on the ability for the Contractor to carry out Services, including but not limited to, changes in facility operating hours on public holidays, disruptions to Services, emergencies and work, health and safety considerations.

4.4 Collection Schedule

4.4.1 List of Addresses

The Council will, not later than twelve (12) weeks prior to the Services Commencement Date, provide the Contractor with a complete listing of the addresses of all Service-Entitled Premises under the Contract. This list will include Infirm Households in accordance with Clause 4.5.2 of this General Specification and Special On-Property Collections in accordance with Clause 4.5.3 of this General Specification. This list may be updated by the Council at any time during the Contract Term.

The list of addresses will include all details required by the Contractor for the supply and distribution of the Mobile Bins as specified in Clause 10.5 of this General Specification.

4.4.2 Provision of Collection Schedule

The Contractor must prepare a systematic scheme for the performance of Services.

A draft of the Collection Schedule (including a map of the proposed collection routes) must be submitted to the Council for Approval no later than thirty (30) Business Days prior to the Services Commencement Date.

The Collection Schedule must include lists of all roads or parts of roads to be serviced by each Collection Vehicle, in the order in which they are likely to be serviced.

The Collection Schedule must include lists of Premises that require on-property Services due to the Premise being deemed by Council to be an Infirm Household, in accordance with Clause 4.5.2 of this General Specification, or a Special On-Property Collection, in accordance with Clause 4.5.3 of this General Specification.

The Council may:

- (a) require that the Contractor provide further information in relation to the proposed Collection Schedule or any related matter;
- (b) direct reasonable amendments to the proposed Collection Schedule; and,
- (c) make its Approval of the proposed Collection Schedule subject to such reasonable conditions as it considers appropriate.

4.4.3 List of Roads

Within ten (10) Business Days of the Council giving Approval to the Collection Schedule, the Contractor must supply the Council with an alphabetical list, in electronic and hard-copy format, of all roads in the Service Area stating in respect of each:

- (a) the day on which particular Services will be undertaken from that road or part thereof;
- (b) the Collection Vehicle which will undertake the Services from that road; and,
- (c) a map showing the collection zone for each Collection Vehicle on each day.

4.4.4 Amendments to Schedule

The Contractor must operate the Service in accordance with the Collection Schedule approved by the Council. Any alteration to the Collection Schedule must only be made with the prior consent of the Council.

The Council's consent may be given subject to such conditions, as considered appropriate by it in the circumstances.

4.5 Collection Point

4.5.1 General

Services will generally be undertaken from the Kerbside adjacent to each Premise, unless special arrangements are specified in Clauses 4.5.2, 4.5.3 and 4.5.4 of this General Specification. Where no space is available at the Kerbside or for other reasons including safety, the Council may determine Alternative Collection Points.

4.5.2 Infirm Services

Where a Premise is deemed by Council to require an on-property service due to the Customer(s) being infirm, and the Premise therefore declared an Infirm Household, the Contractor's employees must obtain the Mobile Bin(s) from the bin bay or storage location, convey the Mobile Bin(s) and its contents to the Collection Vehicle, transfer contents into the vehicle and then immediately return the completely emptied Mobile Bin(s) to the same location or bin bay from which it was first removed.

The Contractor's Representative and the allocated Contractor's employee shall visit all Infirm Households prior to the first Service being undertaken at the Premise, to confirm storage locations of Mobile Bins and access arrangements.

An optional Clause to consider:

4.5.3 Special On-Property Collections

Where a single or multi-occupancy Premise is deemed by Council to require a Special On-Property Collection, the Contractor's employees must obtain the Mobile Bin(s) from the bin bay, storage location or designated location, convey the Mobile Bin(s) and its contents to the Collection Vehicle, transfer contents into the vehicle and then return the completely emptied Mobile Bin(s) within [Click here and type timeframe e.g. two (2) hours] to the same location or bin bay from which it was first removed.

The Contractor's Representative and the allocated Contractor's employee shall visit all Special On-Property Collections prior to the first Service being undertaken at the Premise, to confirm storage locations of Mobile Bins and access arrangements.

An optional Clause to consider:

4.5.4 Wheel-out and Wheel-back Collections

The Contractor shall provide a wheel out – wheel back collection service for all Services to multi-occupancy dwellings that are undertaken using Mobile Bins.

This Service applies to all multi-occupancy Premises in the Service Area unless prior arrangements have been made for Customers or caretakers to undertake the placement of Mobile Bins at the kerb, in which case, the Council will notify the Contractor in writing to cease the wheel out – wheel back service at that Premise.

The Contractor's employee(s) must obtain Mobile Bins from the bin bay or storage location, convey each Mobile Bin and its contents to the Collection Vehicle, transfer contents into the vehicle and then return the completely emptied Mobile Bin(s), within [Click here and type timeframe e.g. two (2) hours] to the same location or bin bay from which it was first removed.

4.5.5 Entry to Private Properties

The Contractor may be required to enter onto private property with its Collection Vehicles to enable it to service some Mobile Bins, for example Community Title Subdivisions and properties with private roadways.

In such instances, the Council will obtain approval and an indemnity for the Council and the Contractor, against claims for loss or damage to the pavement or other driving surface, from the property owner(s).

Where approval or indemnity is not given by the property owner(s), the Contractor shall not enter onto the property.

The Council will from time to time notify the Contractor in writing which properties have given approval and the required indemnity.

5. Delivery and Ownership of Materials

Material delivery and ownership is specified in the particular Service Specification.

6. Additional, New and special Services

6.1 New Collection Service

When the Contractor is directed in writing to include any Premise as a Service-Entitled Premise, it must do so from the next day on which the Service is performed in the area in which the Premise is located.

6.2 Additional Services

The Council may direct that the Contractor empty additional Mobile Bins supplied to particular Service-Entitled Premises. The Contractor must commence servicing the additional Mobile Bins from the next day on which the Service is performed in the area in which the Premise is located.

The Contractor will provide the Council with the necessary information to update the Council's database of Mobile Bins and serial numbers against Premises. Delay in providing such information may delay payment to the Contractor for such additional services.

6.3 Cessation of Services

It is expected that all Premises will be provided with Services unless there are special circumstances, such as repeated Contamination incidents as specified in [Clause 9 of the Recyclables Specification](#) and [Clause 8 of the Organics Specification](#), alternative arrangements for collection are made by the Customer, or if the property is vacant for a period of time.

Under these circumstances the Council may direct the Contractor that Services for the Premise(s) concerned cease immediately or from a specified date. The Contractor must retrieve the Mobile Bin(s) from that Premise(s) and return to safe storage.

6.4 Special Events

From time to time, the Council may request the Contractor to provide Services at special community events such as festivals and shows as determined by the Council.

The Council will notify the Contractor, at least ten (10) Working Days prior, of the date, time, location and duration of the event, the number of Mobile Bins required and the frequency of service. Where Council requests that Services be undertaken on days other than Working Days its consent is taken to have been given.

6.5 Temporary Collection Services

From time to time, the Council may request the Contractor to provide a temporary collection service, generally being once only or an infrequent collection, at a nominated Premise.

Following receipt of a request for a temporary collection service, the Council will instruct the Contractor to provide a temporary collection service to a Premise. The Contractor shall provide this service on the collection day indicated by the Council, or when no collection day has been specified, no later than the next Working Day after receipt of the instruction.

7. Non-collection and Mobile Bin Presentation Problems

7.1 General

All Mobile Bins presented for collection at the normal collection time shall be emptied, unless the Mobile Bin is deemed unacceptable for collection in accordance with Clause 7.2 or Clause 7.4 of this General Specification.

Non-collection of Services due to Gross Contamination is specified in [Clause 9 of the Recyclables Specification](#) and [Clause 8 of the Organics Specification](#).

The Contractor must develop procedures for Customer and Council notification related to non-collection and Mobile Bin presentation problems as part of the Quality Plan specified under Clause 15 of this General Specification.

In the case of multi-occupancy Premises where an individual Premise cannot be identified by the Contractor, all references in this Clause that refer to Contractor notification of Customers must be taken to include all Premises within the block of units or multi-occupancy development in question.

The [\[Click here and type Council or Contractor\]](#) shall develop and maintain a database for the purpose of logging non-collection and Mobile Bin presentation problems as detailed in Clause 7 of this General Specification.

7.2 Contractor Not to Collect

The Contractor shall not knowingly collect:

- (a) any dangerous, hazardous or illegal substance;
- (b) materials from non approved Mobile Bin(s);
- (c) materials not placed inside a Mobile Bin(s) unless spilt or found spilt under Clause 4.2 of this General Specification; or,
- (d) materials from Mobile Bins which are of Excessive Weight.

7.3 Contractor to Notify Concerning Non-Collection

In the case of a non-collection in accordance with Clause 7.2 of this General Specification, the Contractor is to provide the Customer with a [Click here and type Council or Contractor] provided notice, specifying the problem, in a form approved by the Council.

The Contractor must notify the Customer of the problem either by way of letter being placed in the letterbox of the Premise or otherwise securely delivered to the Premise, such as by placement of a sticker on the Mobile Bin or on materials placed alongside the Mobile Bin. Customers must be notified prior to 5:00 p.m. on the day the Incident occurred.

The Customer must be given the opportunity to rectify the problem and contact the Customer Service Centre to request a Service. The Contractor must return to the Premise within two (2) Working Days of the Customer request for the Service being Notified to the Contractor and provide the Service at no additional charge to the Council.

The Contractor shall notify the Council of non-collection in accordance with Clause 7.2 of this General Specification, as required by the Council.

7.4 Mobile Bin Presentation Problems

Customers have a responsibility to place Mobile Bins out for emptying in a manner that is suitable for collection. The Contractor has a responsibility under this Contract to assist Customers rectify problems with presentation by notifying Customers of the problem and working with Customers and the Council to find Alternative Collection Points as specified under Clauses 4.5.1 and 7.4.3 of this General Specification.

Mobile Bin presentation problems may include, but are not limited to, Mobile Bins facing the wrong way or being placed behind a vehicle or other obstruction or Mobile Bins being overfilled.

7.4.1 First Occurrence: Contractor to Collect and Notify Customer

At the first occurrence of a Customer not placing Mobile Bin(s) out in a reasonable manner, the Contractor must empty the Mobile Bin.

The Contractor must provide the Customer with a [Click here and type Council or Contractor] provided notice, specifying the problem, in a form approved by the Council. The notice may be posted by the Contractor or placed by the Contractor in the letterbox of the Premise or otherwise securely delivered to the Premise, such as by placement of a sticker on the Mobile Bin. The Council must be advised of the address of the Premise and the Mobile Bin presentation problem.

7.4.2 Second Occurrence: Contractor to Collect and Notify Customer

If the problem recurs a second time, the Contractor must empty the Mobile Bin. The Contractor must provide the Customer with a [Click here and type Council or Contractor] provided notice, specifying the problem, in a form approved by the Council. The notice may be posted by the Contractor or placed by the Contractor in the letterbox of the Premise or otherwise securely delivered to the Premise, such as by placement of a sticker on the Mobile

Bin. The Council must be advised of the details of the Premise and the Mobile Bin presentation problem.

7.4.3 Third Occurrence: Contractor may Refuse to Collect and Must Notify

If the bin presentation problem continues on a third occasion, within three (3) months of the first recorded occurrence, the Contractor may refuse to empty the Mobile Bin.

The Contractor must notify the Customer of the problem by way of [Click here and type Council or Contractor] provided letter, with the form and wording approved by the Council, being placed in the letterbox of the Premise. The Customer must be notified prior to 5:00 p.m. on the day the Incident occurred.

Such notice shall provide advice to the Customer on how to comply with service requirements. The Contractor shall notify the Council of such action and detail recommendation(s) to resolve the issue(s), including proposed Alternative Collection Points if relevant.

The Customer must be given the opportunity to rectify the problem and contact the Customer Service Centre to request a Service. The Contractor must return to the Premise within [Click here and type timeframe e.g. two (2) Working Days] of the Customer request for the service being Notified to the Contractor and provide the Service at no additional charge to Council.

7.4.4 Council May Specify Requirements

For the purposes of this Clause, the Council will nominate requirements for the placement of materials and Mobile Bins for collection from time to time, and the Contractor must incorporate these requirements in all notices to Customers regarding the services.

Option 1	Council to Manage Complaints and Enquiries
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8. Customer Service and Complaint Rectification

8.1 Introduction – Council to Manage Complaints and Enquiries

The Council will be the primary point of contact for Customer enquiries and complaints about Services. Council will forward all service complaints, on the same day the complaint is made, to the Contractor for rectification and reporting.

8.2 Complaint Notification

The Contractor must accept from the Council any records of Customer complaints about Services.

The complaints will be detailed in a format developed by the Council and agreed to by the Contractor prior to the Services Commencement Date. The Contractor may request reasonable changes to the format. Contractor must accept complaints via telephone, facsimile, email or in writing.

The Council may change the format of complaint notification from time to time during the Contract, with the approval of the Contractor.

8.3 Urgent Complaints

In an instance where a Customer complaint is received that requires urgent attention, the Contractor must take steps to resolve the complaint immediately and must report to the Council in writing on the steps and time taken.

An urgent complaint includes, but is not limited to, a complaint that may impact on safety of any person(s) or property, traffic hazards, public health or repeated poor service levels at a specific Premise.

If the urgent complaint is directed to the Contractor by the Council, it shall be marked as “URGENT”. Any complaint reasonably deemed to be urgent by the Council shall be treated as an urgent complaint by the Contractor.

8.4 Contractor Rectification of Complaints

The Contractor must efficiently rectify all complaints that relate to Services in a timely manner.

The Contractor must investigate and attempt to resolve all complaints within the shift during which the complaint was received, or within the next Working Day.

If the complaint is about spilt material(s), the Contractor must clean it up within [Click here and type timeframe e.g. three (3) hours] of notification.

If the complaint is about a missed collection and is received by the Contractor before [Click here and type time e.g. 12:00 p.m.], clearance must be effected that day. For later notification, clearance must occur on the following Working Day.

If the complaint is about Services undertaken outside of the times of collection in accordance with Clause 4.3 of this General Specification, the Contractor must investigate the complaint fully and must report in writing to the Council within two (2) Working Days on the action taken.

8.5 Contractor Complaint Rectification Reporting

The Contractor is responsible for reporting to Council, as required, on the complaint rectification progress and completion. The Contractor must report in a format approved by the Council prior to the Services Commencement Date as part of the Quality Plan referred to at Clause 15.1. Some specific requirements may be detailed in the Annexure to the General Specification.

8.6 Customer Satisfaction Surveys

To ensure that Services are being carried out in accordance with the Specification, and that the Contractor is fulfilling its obligations completely, the Council may carry out Customer satisfaction surveys.

Effective management of user problems will be an important aspect of such surveys, and will be used as an indicator in the formal performance measurement and evaluation process as detailed in Clause 20 of this General Specification.

Customer satisfaction surveys shall be statistically valid and will represent a fair and accurate measure of Customer satisfaction across the Service Area.

OR

Option 2 Contractor to Manage Customer Service
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8. Customer Service and Complaint Rectification

8.1 Introduction – Contractor to Manage Customer Service

The Contractor is responsible for Customer service under this Contract and shall be the principal point of contact for Customer enquiries and complaints about Services.

8.2 Contractor Obligations

The Contractor is responsible for establishing a Customer Service Centre at a Facility that will allow complaints to be received, recorded, actioned and reported to Council. The Contractor will devise a system that will allow the registering and categorising of complaints and enquiries, tracking of complaint rectification progress and completion, and will prioritise Complaints based on their urgency.

The Contractor must respond quickly and positively, and resolve all Customer complaints in a timely and civil manner.

The Contractor must accept complaints from the Council and any Council employees or elected representatives.

The Customer Service Centre must be staffed from [Click here and type time e.g. 8:30 a.m.] to [Click here and type time e.g. 5:00 p.m.] on all Working Days, excluding Public Holidays. An answering service must be operational after hours to accept Customer complaints and enquiries.

Include any specific requirements for the Customer Service Centre below:

Requirements of the Customer Service Centre shall include but are not limited to:

- (a) establishment of a 1800 hotline number
- (b) recognised comprehensive telephone monitoring system that records number of calls, time of calls and unsuccessful calls
- (c) personal computers of sufficient processing capacity and speed to efficiently track calls and receive and respond to emails
- (d) call forwarding and telephone call diversions.

8.3 Urgent Complaints

In an instance where a Customer complaint is received that requires urgent attention, the Contractor must take steps to resolve the complaint immediately and must report to the Council in writing on the steps and time taken. An urgent complaint includes, but is not limited to, a complaint that may impact on safety of any person(s) or property, traffic hazards, public health or repeated poor service levels at a specific Premise(s).

If the urgent complaint is directed to the Contractor by the Council or Council's employees, it shall be marked as 'URGENT'. Any complaint reasonably deemed to be urgent by the Council shall be treated as an urgent complaint by the Contractor.

8.4 Contractor Rectification of Complaints

The Contractor must efficiently rectify all complaints that relate to Services in a timely manner.

The Contractor must investigate and attempt to resolve all complaints within the shift during which the complaint was received, or within the next Working Day.

If the complaint is about spilt material(s), the Contractor must clean it up within [Click here and type timeframe e.g. three (3) hours] of notification.

If the complaint is about a missed collection and is received by the Contractor before [Click here and type time e.g. 12:00 p.m.], clearance must be effected that day. For later notification, clearance must occur on the following Working Day.

If the complaint is about a Service undertaken outside of the times of collection in accordance with Clause 4.3 of this General Specification, the Contractor must investigate

the complaint fully and must report in writing to the Council within two (2) Working Days on the action taken.

8.5 Customer Service Reporting

For the Council to adequately monitor the performance of this Contract, the Contractor will be required to undertake regular reporting to the Council. The frequency and nature of the Customer service reporting must be approved by the Council prior to the Services Commencement Date as part of the Quality Plan referred to at Clause 15.1, but must be at least monthly. The Council may require changes to the reporting from time to time throughout the Contract.

The reports shall include, but are not limited to:

- (a) the number and type of complaints received and/or resolved during each collection period
- (b) the time taken and the action implemented to resolve complaints
- (c) the number of unsuccessful calls made to the customer service centre including time of call and waiting time
- (d) complaints requiring on-going monitoring by Contractor's Representative.

8.6 Customer Satisfaction Surveys

To ensure that Services are being carried out in accordance with the Specification, and that the Contractor is fulfilling its obligations completely, the Council may carry out Customer satisfaction surveys.

Effective management of user problems will be an important aspect of such surveys, and will be used as an indicator in the formal performance measurement and evaluation process as detailed in Clause 20 of this General Specification.

Customer satisfaction surveys shall be statistically valid and will represent a fair and accurate measure of Customer satisfaction across the Service Area.

9. Specifications and Overview of Requirements for Mobile Bins

9.1 Specifications for Mobile Bins

Unless otherwise approved in writing by the Council, Mobile Bins used in the performance of Services must accord with the following specifications:

- (a) comply with *Australian Standard 4123 Mobile Waste Containers*
- (b) be coloured coded as per the Australian Standard 4123 Mobile Waste Containers as detailed in the particular Service Specification
- (c) contain a minimum of thirty percent (30%) Australian Post Consumer recycled content
- (d) where reasonably possible, be made in Australia
- (e) include permanently moulded individual identification (serial numbers) in sequential order
- (f) be provided with Council approved permanent embossing in all manufacturer insert locations on the lid

- (g) be individually numbered, to identify the Premise that the container is assigned to, with high quality stickers, approved by Council
- (h) be stickered as required with [Click here and type Council or Contractor] supplied stickers)
- (i) [Click here and type other specific service requirements e.g. hot stamp]
- (j) contain [Click here and type bar coding, embedded passive chip systems or RFID].

Full details of the Mobile Bins proposed to be supplied must be identified and approved by the Council prior to the Contractor placing an order for the purchase of Mobile Bins required under this Contract. The details should include, but are not limited to, supplier, country of origin, Australian Post Consumer recycled content, recyclability at end of life and ease of access to spare parts. Representative samples must also be supplied by the Contractor to the Council. The details should be supplied as part of the Mobile Bin Distribution Plan detailed at Clause 10.4.

9.2 Overview of Mobile Bin Supply, Maintenance and Ownership

The table included in this Clause presents the requirements of the Contract in relation to Mobile Bin supply, Mobile Bin repairs, replacements, new and additional services and Mobile Bin ownership.

Amend table to suit preferred options:

Service	Supply	Repairs, Replacements, New and Additional Services	Ownership
Garbage	Option 1 – Contractor Option 2 – Council already owns	Option 1 – Contractor Option 2 – Council	Option 1 – Council Option 2 – Contractor Option 3 – Council option to Purchase
Recyclables	Option 1 – Contractor Option 2 – Council already owns	Option 1 – Contractor Option 2 – Council	Option 1 – Council Option 2 – Contractor Option 3 – Council option to Purchase
Organics	Option 1 – Contractor Option 2 – Council already owns	Option 1 – Contractor Option 2 – Council	Option 1 – Council Option 2 – Contractor Option 3 – Council option to purchase

10. Mobile Bin Supply

Option 1 Contractor Supply of Mobile Bins

10.1 Introduction – Contractor Supply of Mobile Bins

This Clause relates to the following Services as detailed in Clause 9.2 of this General Specification:

Amend list to suit selected options in Clause 9.2 of this General Specification:

- (a) Garbage
- (b) Recyclables

- (c) Organics.

10.2 Stocks of Mobile Bins

The Contractor must:

- (a) ensure that it maintains a sufficient stock of Mobile Bins to meet its obligations under Clauses 6.4, 10.5, 11.3 and 11.4 of this General Specification; and,
- (b) ensure that the benefits of all warranties applicable to the Mobile Bins are passed to the Council immediately upon the delivery of the Mobile Bins to Premises.

10.3 Requirements of Mobile Bins

The Contractor must ensure all Mobile Bins:

- (a) meet all of the obligations under Clause 9.1 of this General Specification; and,
- (b) meet any additional obligations specified in the Service Specification for that particular service; and,
- (c) are new at the time of supply to a Service-Entitled Premise.

10.4 Mobile Bin Distribution Plan

Prior to the Services Commencement Date, the Contractor must develop a Mobile Bin Distribution Plan for the Approval of the Council.

The Plan must include, but is not limited to, full details of any Mobile Bins proposed to be supplied as required by Clause 9.1, details of procedures, timelines and responsibilities for delivery of Mobile Bins, collection and recycling of obsolete bins, problem resolution and discrepancies found in list of addresses.

10.5 Initial Supply of Mobile Bins

Not less than five (5) Working Days prior to the Services Commencement Date, the Contractor must supply and distribute Mobile Bins to each Premise nominated by the Council.

For the purpose of this Clause, the Council will supply a list of addresses as specified under Clause 4.4.1 of this General Specification. The Council will notify the Contractor in writing of any changes to the list of addresses.

10.6 Mode of Delivery

The Contractor must deliver all Mobile Bins to all Premises by:

- (a) wherever possible, placing the Mobile Bin within the boundaries of the Premise in a safe and secure manner; or,
- (b) placing the Mobile Bin as close to the boundary or letterbox of the Premise as possible.

10.7 Information Package

With delivery of the Mobile Bins, the Contractor must deliver a new service education package as detailed in Clause 19 of this General Specification. Other requirements may also be specified under Clause 19 of this General Specification.

10.8 Retrieval of Obsolete Mobile Bins

Insert details of requirements of Contractor for retrieval of Mobile Bins (if required), such as:

On delivery of new Mobile Bins, the Contractor must retrieve all Mobile Bins no longer required at the premises and either:

- (a) recycle them where it is practicable; or,
- (b) dispose of them where a practicable recycling option is not available,

as agreed by the Council.

10.9 Serial Number

The Contractor must provide the Council, as soon as practicable following mobile bin distribution, a written record and electronic spreadsheet of the serial number of each Mobile Bin delivered to Premises and the address of the Premise to which it was delivered. The format of all written and electronic spreadsheets shall be approved by the Council.

Option 2 Council Already Owns Mobile Bins

10.1 Introduction – Council Already Owns Mobile Bins

This Clause relates to the following Services as detailed in Clause 9.2 of this General Specification:

Amend list to suit selected options in Clause 9.2 of this General Specification:

- (a) Garbage;
- (b) Recyclables;
- (c) Organics.

10.2 Council Ownership of Mobile Bins

The Council is the owner of all Mobile Bins at Premises from which the Contractor is required to collect. The Contractor must give notice to the Council within one (1) Working Day if its employees or subcontractors cause any damage, other than fair wear and tear, to a Mobile Bin in the course of performing, or purporting to perform, a Service. Clause 11 of this General Specification will apply to any damage to a Mobile Bins caused by the Contractor's employees or subcontractors.

11. Mobile Bin Repairs, Replacements and Additional Services

Option 1 Contractor Repair, Replacement, New and Additional Services

11.1 Introduction – Contractor Repair and Replacement

This Clause relates to the following Services as detailed in Clause 9.2 of this General Specification:

Amend list to suit selected options in Clause 9.2 of this General Specification:

- (a) Garbage
- (b) Recyclables
- (c) Organics.

11.2 Repairs and Maintenance

The Contractor must effect repairs to and maintain all Mobile Bins during the Term of the Contract or any extension of the Term of the Contract.

11.3 Supply of Replacement Mobile Bins

The Contractor must supply and deliver a Mobile Bin(s) to any Premise within the Service Area where a Mobile Bin has been:

- (a) lost or stolen;
- (b) damaged or destroyed; or,
- (c) as nominated by the Council,

during the Term of the Contract or any extension of the Term of the Contract.

11.4 Supply of Additional Mobile Bins

The Contractor must supply a Mobile Bin(s) to any Premise as nominated by the Council to meet the requirements of Clauses 6.1 and 6.2 of this General Specification during the Term of the Contract or any extension of the Term of the Contract.

11.5 Requirements for Replacement and Additional Mobile Bins

All Mobile Bins supplied by the Contractor to meet its obligation contained in Clauses 11.2, 11.3 and 11.4 of this General Specification, must:

- (a) meet all of the obligations under Clause 9 of this General Specification; and,
- (b) meet any additional obligations specified in the Service Specification for that particular service; and,
- (c) be new or be second-hand Mobile Bins that are in good order, free of permanent numbering or paint and which have been thoroughly cleansed to the satisfaction of the Council; or,
- (d) be new if required by the Council; or,
- (e) be new in the case of additional services under Clause 11.4 of this General Specification.

11.6 Stocks of Mobile Bins

The Contractor must ensure that it maintains sufficient stocks of Mobile Bin(s) to meet its obligation contained in Clauses 11.2, 11.3 and 11.4 of this General Specification.

11.7 Delivery of Replacement and Additional Mobile Bins

The Contractor must undertake repairs in accordance with Clause 11.2 of this General Specification and supply Mobile Bins(s) in accordance with Clause 11.3, 11.4 and 11.5 of this General Specification, to a Premise within

"[Click here and type number in words e.g. three"
("[Click here and type number in numerals e.g. 3]") Working Days.

11.8 Retrieval and Repair of Mobile Bins

The Contractor must retrieve all damaged Mobile Bins, or Mobile Bins no longer required, at any Premise and either:

- (a) recycle them where it is practicable; or,

- (b) dispose of them where a practicable recycling option is not available, if they are damaged beyond repair; or,
- (c) repair them and store them at the Contractor's Depot for re-issue to premises in accordance with Clause 11.5 of this General Specification,

as agreed by the Council.

The Contractor must retrieve Mobile Bins in accordance with Clause 6.3 of this General Specification, within [Click here and type number in words e.g. two] ([Click here and type number in numerals e.g. 2]) Working Days.

11.9 Contractor to Advise and Replace

The Contractor's employees must arrange for the replacement of Mobile Bins that are not serviceable or that are badly damaged or split, by a method approved by the Council. This may include, without limitation, advising Customer by way of leaflet or posted letter of the procedure for organising replacement or repair of Mobile Bins.

11.10 Mode of Delivery

The Contractor must deliver each Mobile Bin to a Premise under Clause 11.7 of this General Specification.

The Contractor must place the Mobile Bin within the boundaries of the Premises in a safe and secure manner. Where the Contractor is unable to access the Premises, then Contractor must place the Mobile Bin as close to the boundary or letterbox as possible.

If required by the Council, on delivery of the Mobile Bin(s) the Contractor must deliver a new service education package as detailed in Clause 19 of this General Specification. Other requirements may also be specified under Clause 19 of this General Specification.

Option 2 Council Repair, Replacement, New and Additional Services
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11.1 Introduction – Council Repair and Replacement

This Clause relates to the following services as detailed in Clause 9.2 of this General Specification:

Amend list to suit selected options in Clause 9.2 of this General Specification:

- (a) Garbage;
- (b) Recyclables;
- (c) Organics.

The Council will effect repairs to and maintain all Mobile Bins during the Term of the Contract or any extension of the Term of the Contract. The Council will supply and deliver any and all Mobile Bins required under this Contract.

The Contractor's employees must report to the Council any Mobile Bin(s) that are not serviceable or that are badly damaged or split, by a method approved by the Council.

12. Ownership of Mobile Bins

Option 1	Council Owns Mobile Bins at End of Contract
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12.1 Introduction – Council Owns Mobile Bins at End of Contract

This Clause relates to the following services as detailed in Clause 9.2 of this General Specification:

Amend list to suit selected options in Clause 9.2 of this General Specification:

- (a) Garbage
- (b) Recyclables
- (c) Organics.

12.2 Property of the Council

All Mobile Bins supplied to Premises by the Contractor under Clauses 10 and 11 of this General Specification, shall become the property of the Council, free from encumbrances and other adverse interests, at the end of the Contract Term or on the earlier termination of the Contract.

12.3 No Arrangement to the Contrary

Except with the prior written approval of the Council, the Contractor must:

- (a) purchase the Mobile Bins supplied to Premises under Clause 10.5 of this General Specification, prior to the Services Commencement Date and when subsequently required; and,
- (b) retain ownership of the Mobile Bins supplied to Premises under Clauses 10.5, and 11 of this General Specification, free from encumbrances and other adverse interests, until ownership of the Mobile Bins passes to the Council under Clause 12.2 of this General Specification.

12.4 Alternative Arrangements

For the purposes of Clause 12.3 of this General Specification, the Council may approve in writing a financial arrangement establishing an encumbrance or other adverse interest over the Mobile Bins between the Contractor and a third party supplier if the Council is provided in writing with:

- (a) the name and address of the supplier;
- (b) written details of the proposed arrangement between the Contractor and the Supplier; and,
- (c) a contract:
 - i. to which the Contractor, the Council and the Supplier are parties;
 - ii. which secures the Council's rights under Clause 12.2 of this General Specification in a manner acceptable to the Council; and,
 - iii. which has already been executed by the Contractor and the Supplier.

Approval must be provided at the commencement of the contract and for the purposes of this Clause the "Supplier" may be a financier.

Option 2 Contractor Owns Bins at End of Contract

12.1 Introduction – Contractor Owns Bins at End of Contract

This Clause relates to the following services as detailed in Clause 9.2 of this General Specification:

Amend list to suit selected options in Clause 9.2 of this General Specification:

- (a) Garbage
- (b) Recyclables
- (c) Organics.

All Mobile Bins supplied to a Premise by the Contractor under Clauses 10 and 11 of this General Specification, shall remain the property of the Contractor throughout the term and upon expiry of the Contract including any extension of the Term of the Contract.

12.2 No Arrangement to the Contrary

Except with the prior written approval of the Council, the Contractor must:

- (a) purchase the Mobile Bins supplied to Premises under Clause 10.5 of this General Specification, prior to the Services Commencement Date and when subsequently required; and,
- (b) retain ownership of the Mobile Bins supplied to Premises under Clauses 10.5 and 11 of this General Specification, free from encumbrances and other adverse interests.
- (c) remove the mobile bins, at the Contractor's cost, from all premises not later than five (5) Business Days after the end of the Contract Term.

12.3 Alternative Arrangements

For the purposes of Clause 12.2 of this General Specification, the Council may approve in writing a financial arrangement establishing an encumbrance or other adverse interest over the Mobile Bins between the Contractor and a third party supplier if the Council is provided in writing with:

- (a) the name and address of the supplier;
- (b) written details of the proposed arrangement between the Contractor and the Supplier; and,
- (c) a contract:
 - i. to which the Contractor, the Council and the Supplier are parties;
 - ii. which secures the Council's rights under Clause 12.2 of this General Specification in a manner acceptable to the Council; and,
 - iii. which has already been executed by the Contractor and the Supplier.

An optional Clause to consider:

12.4 Council Option to Purchase Mobile Bins at End of Contract

Upon expiry of the Contract, including any extension to the term of the Contract, Council may or may not elect to purchase all or some of the Mobile Bins supplied to Premises by the Contractor under Clause 11 of this General Specification.

Mobile Bins purchased by the Council from the Contractor will be purchased at the rate of \$1.00 per Mobile Bin.

13. Collection Vehicles and Depot

13.1 Supply and Standard of Vehicles

The Contractor must provide, and maintain throughout the Contract Term, sufficient Vehicles, Plant and Equipment to carry out its obligations under this Contract in a safe, thorough, reliable, and efficient manner, including circumstances where any regular Collection Vehicles are unavailable for use on Services due to any cause.

The Contractor must ensure that Collection Vehicles are of a presentable appearance and represent the highly respected image and reputation of Council within the community.

The Contractor must ensure that all its Collection Vehicles used in carrying out this Contract be new at the commencement of the Contract.

The Contractor must ensure that bin lifting mechanism fitted to all its Collection Vehicles used in carrying out this Contract is capable of servicing the full range of standard mobile bin sizes required by Council.

All Collection Vehicles must be fitted with an automatic braking device, which engages when the driver alights from the Collection Vehicle. All Collection Vehicles must be fitted with rear view camera systems and monitor located in the cab of the Collection Vehicle so that the driver can observe pedestrian and other traffic when reversing.

13.2 Vehicle Description and Identification

Approximately two (2) months prior to the Services Commencement Date, the Contractor shall provide to the Council, a description of all Collection Vehicles to be used in the performance of the Contract. Details shall include:

- (a) the vehicle type and manufacturer's name;
- (b) compactor body type, size(s) and manufacturer's name;
- (c) the noise level shown on the noise label attached to compactor.

At least one (1) week prior to the Services Commencement Date, the Contractor shall provide to the Council, the following information on all Collection Vehicles to be used in the performance of the Contract:

- (a) engine numbers;
- (b) date of manufacture;
- (c) chassis numbers;
- (d) manufacturers' specifications; and,
- (e) registration numbers.

This description and information will form the basis of the inventory required under Clause 13.4 of this General Specification.

13.3 Changes to Fleet

Full details of any additions or deletions to the fleet must be notified to the Council for Approval prior to use under the Contract. Any new, replacement or additional Collection Vehicles shall conform to the requirements of the Contract.

13.4 Inventory of Plant in Use

On each anniversary of the Services Commencement Date, the Contractor must prepare, sign and deliver to the Council an inventory of the Contractor's Vehicles, Plant and

Equipment. This inventory must include details of any changes to Collection Vehicles made during the year, including spare Collection Vehicles. An updated inventory must be provided to the Council when any change is made.

13.5 Communication Equipment

For the purposes of effecting control over Collection Vehicles engaged in this Contract, the Contractor must be able to establish immediate and effective communication with Collection Vehicles from the Contractor's office. All Collection Vehicles operated by the Contractor in delivering the Services must be fitted with an effective communication system, such as cellular telephones or two-way radios.

13.6 Collection Vehicle Appearance and Signage

Each Collection Vehicle cab and body must be professionally decorated as required and approved by the Council, unless specific requirements are detailed in the Annexure to the General Specification. The Collection Vehicle(s) signage must be available for inspection by the Council not less than three (3) weeks prior to the Services Commencement Date. All Collection Vehicles must be clearly numbered. Signage may include a requirement that the Council's logo be painted on the vehicle and words to the effect that the Contractor is a contractor to the Council. Vehicles must be of a presentable appearance to the satisfaction of Council.

13.7 Maintenance of Collection Vehicles

All Collection Vehicles must be kept clean to the satisfaction of the Council and washed down both inside and outside as required by Council. Cleansing must be carried out at the Contractor's Depot or at another facility approved by the Council.

All Collection Vehicles must:

- (a) be operated, maintained and serviced to the manufacturers' manuals, guidelines and specifications;
- (b) be maintained in good repair mechanically;
- (c) be in a clean, reliable and roadworthy condition.;
- (d) be of presentable appearance.

13.8 Emission Management System for Diesel Vehicles

The Contractor must introduce an emission management system that complies with the standards of the Clean Fleet™ Program for Diesel Vehicle Maintenance for all Collection Vehicles that are diesel vehicles. Within six (6) months of the Services Commencement Date, the Contractor must become a member of the Clean Fleet™ Program for Diesel Vehicle Maintenance and pay any associated costs including periodic audits.

If approved by Council, the Contractor may utilise a comparable scheme.

13.9 Collection Vehicle Use

Unless otherwise approved by the Council, Collection Vehicles may not be used for any purpose other than the provision of Services.

13.10 Contractors Depot

The Contractor must, throughout the Contract Term, provide and maintain in:

- (a) good repair, order and condition; and,

(b) a clean, presentable and sanitary state,

to the satisfaction of the Council, a site to accommodate the Contractor's Vehicles, Plant and Equipment (the "Contractor's Depot").

The Council may enter the Contractor's Depot during operating hours on any Working Day to examine the Contractor's Depot. The Contractor must provide reasonable assistance to the Council for the purpose of such examination.

13.11 Collection Vehicle Wash-Downs

The Contractor shall:

- (a) provide and maintain, at the Contractor's Depot, a minimum of one (1) vehicle wash down bay;
- (b) cause all sludge and water deposited from the wash down bay to be disposed of in a manner approved by Council and in accordance with any state legislation and regulation.

13.12 Contractor's Office

The Contractor must provide and maintain an office with an operative telephone, email system and facsimile machine, which must be staffed for the receipt of messages, directions and instructions between the hours of [Click here and type start time e.g. 8:00 a.m.] and [Click here and type finish time e.g. 6:00 p.m.] on every Working Day.

The Contractor must provide the Council with telephone numbers for the telephone and facsimile machine in the Contractor's Office within twenty-four (24) hours of the Services Commencement Date and must inform the Council of any changes to such telephone numbers within twenty-four (24) hours of the change being made.

13.13 Emergency Contact Number

The Contractor will provide two (2) alternative contact numbers where the Council may have emergencies addressed when the Contractors Office is unattended. These telephone numbers are to be available twenty-four (24) hours a day, every day of the year.

14. Work, Health and Safety

14.1 General Requirements

The Council is obliged to provide and maintain a working environment for its employees and members of the public that is safe and without risk to health.

The Contractor must itself, and must ensure that any subcontractors of the Contractor will also, at all times identify and take all necessary precautions for the health and safety of all persons, including the Contractor's employees, employees of the Council and members of the public, who may be affected by the performance of Services.

14.2 Legislative Compliance

The Contractor must comply with, and ensure that its employees, subcontractors and agents comply with, any Acts, regulations, local laws, codes of practice, guidelines and Australian Standards which are in any way applicable to Work Health and Safety and the performance of Services under this Contract.

14.3 Contractor Work Health and Safety Management System

The Contractor must establish, implement and operate a Work Health and Safety Management System.

The Contractor warrants and represents that the Work Health and Safety Management System:

- (a) will ensure that any premises controlled by the Contractor, where any persons are performing work, are safe and without risks to health;
- (b) will ensure that any plant or substance provided for use by any persons performing work are safe and without risks to health when properly used;
- (c) will ensure that systems of work, including the working environment, are safe and without risks to health;
- (d) will provide such information, instruction, training and supervision to ensure health and safety in the provision of the Services;
- (e) will provide adequate facilities for persons performing the Services;
- (f) will have work health and safety policies and procedures and will provide any persons performing work, with information, instruction, training and supervision as required as to those policies and procedures and their duties and obligations in relation to work health and safety;
- (g) will provide any persons performing work, with information, instruction training and supervision in relation to changes and amendments to the work health and safety policies and procedures and their duties;
- (h) will ensure that any subcontractors comply with and implement their own Work Health and Management System;
- (i) will ensure that any subcontractor's Work Health and Safety Management System is kept up to date with developments in work health and safety including legislation changes, new guidelines and codes and amendments to guidelines and codes; and
- (j) will comply with any legislative requirements.

The Work Health and Safety Management System must be:

- (a) submitted to the Council at least two (2) months prior to the Services Commencement Date unless the parties agree otherwise; and,
- (b) submitted to the Council after any changes are made; and,
- (c) be updated and the updated Work Health and Safety Management System submitted to the Council at each anniversary of the Services Commencement Date.

The Contractor must consider any amendments to the Work Health and Safety Management System which the Council may propose.

The Work Health and Safety Management System must include as a minimum:

- (a) the Contractor's assessment of all risks, including hazard identification, arising from its performance of its obligations under this Contract
- (b) the Contractor's work health and safety risk assessment and risk management procedures
- (c) the Contractor's work health and safety policy and objectives
- (d) the Contractor's work health and safety procedures and action plans

- (e) the Contractor's organisational structure and allocation of responsibilities, accountability and resources in relation to work health and safety
- (f) safe work methods statements
- (g) the Contractor's work health and safety information, instruction, training, supervision and induction of all persons performing the Services
- (h) the Contractor's work health and safety auditing and inspection procedures
- (i) the Contractor's work health and safety consultation procedures
- (j) the Contractor's work health and safety Incident reporting procedures
- (k) the Contractor's work health and safety review of risk assessments and control measures and review of the Work Health and Safety Management System more generally
- (l) the Contractor's work health and safety performance monitoring
- (m) the Contractor's collection and analysis of work health and safety data and records
- (n) the Contractor's emergency procedures and provision for medical and first aid treatment.

14.4 Work Health and Safety Performance Reporting

The Contractor must, when requested by the Council, provide evidence of the Contractor's ongoing implementation of the Work Health and Safety Management System.

The Contractor must also provide the following information to the Council, on a monthly basis:

- (a) the 'lost time' frequency injury rate of the Contractor's employees, agents or subcontractors
- (b) the number of Working Days lost due to injury
- (c) the number of 'near miss' Incidents
- (d) the current status of any injured personnel, damaged property or environmental damage or pollution
- (e) the status of the implementation and outcomes of corrective actions undertaken as a result of Work Health and Safety inspections and risk assessments
- (f) the status of Work Health and Safety Management System audits undertaken by the Contractor; and,

the Contractor must, when requested by the Supervisor, provide reports on Work Health and Safety inspections, audits or assessments undertaken during the Contract Term.

14.5 Incident Notice and Prosecution Notification

If the Contractor is required by the Work Health and Safety Act 2011 or any regulation under that or any other Act to give any notification of an accident, injury, property damage or environmental damage occurring during the performance by the Contractor of its obligations under the Contract, the Contractor must, at the same time, or as soon thereafter as possible in the circumstances, give a copy of any relevant notification to the Council.

The Contractor must promptly notify the Council of any Incident which occurs during the performance of Services and subject to any laws which require otherwise, it must not undertake an investigation into the Incident without first consulting with Council.

The Contractor must promptly notify the Council of any fines, charges or notices (including but not limited to improvement and prohibition notices) which are issued to the Contractor under work health and safety legislation and which are issued either during the performance of Services or as a result of the Services. If requested by Council, the Contractor must, within three (3) Working Days after any such Incident or at any other time on request by Council, provide the Council with details of or a copy of or a written report into such fines, charges or notices.

14.6 Non-Compliance

If, during the Contract Term, the Council gives the Contractor notice that, in the opinion of the Council, the Contractor is:

- (a) not performing its obligations under the Contract in compliance with the Work Health and Safety Management System or any other obligation contained in Clause 14 of this General Specification; or,
- (b) performing its obligations under the Contract in such a way as to endanger the health and safety of the Contractor's employees or subcontractors, the Council employees or the public, or any other person in relation to the Performance of the Service,

the Contractor must within three (3) Working Days or such other shorter period as Council may require:

- (a) rectify the Contractor's failure to comply with its obligations; or,
- (b) ensure that it performs its obligations under this Contract so as not to endanger the health or safety of any person including, the Contractor's employees or subcontractors, the Council's employees or the public or any other person in relation to the performance of the Service as appropriate.

The Council may direct the Contractor to suspend the Contractor's performance of the Service until such time as the Contractor satisfies the Council that it is willing and able to perform the Service:

- (a) in accordance with its obligations under Clause 14.2 of this General Specification; and,
- (b) without endangering the health and safety of any person including, the Contractor's employees or subcontractors, the Council's employees or the public or any other person in relation to the performance of the Service.

The Council is not required to make any payment to the Contractor in respect of any period for which the Service is suspended in accordance with this Clause. Any such period of suspension of Services is deemed, unless otherwise agreed by the Council, to constitute an interruption to Services (for the purposes of [Clause 15.7 of the Conditions of Contract](#)) arising from an inability of the Contractor to perform the Services.

14.7 Emergency Plan

The Contractor must, prior to the Services Commencement Date, provide to the Council an Emergency Plan. The Emergency Plan must be:

- (a) submitted to the Council at least two (2) months prior to the Services Commencement Date unless the parties agree otherwise; and,
- (b) updated during each year of the Contract Term and the updated Emergency Plan submitted to the Council prior to each anniversary of the Services Commencement Date.

The Contractor must consider any amendments to the Emergency Plan, or any update of the Emergency Plan, which the Council may propose.

The Emergency Plan must include as a minimum:

- (a) a list of events that would constitute an emergency;
- (b) the name(s) of the persons who will declare an event to be an emergency;
- (c) the procedures for contacting the Nominated Facilities and Alternative Facility and Council to specify alternate arrangements; and,
- (d) the procedure for communicating the effect of the event to Customers if the Council considers it necessary to inform Customers of the event.

Events that constitute an emergency in the Emergency Plan may constitute interruption for the purposes of [Clause 15.7 of the Conditions of Contract](#).

15. Quality Management

15.1 Preparation of Quality Plan

The Contractor shall have a quality management system (“Quality Plan”) which shall monitor, control and manage the work being undertaken under this contract.

A draft Quality Plan must be submitted to Council at least one (1) month prior to the Services Commencement Date.

The Council may direct that the Contractor make any amendments or additions to the Quality Plan that it considers appropriate. A final amended version of the Quality Plan is to be submitted by the Contractor prior to the Services Commencement Date unless the Parties agree otherwise.

The Quality Plan must identify all critical quality aspects of the Service and establish procedures for meeting the Contractor’s obligations in respect of the critical quality factors, which must, include:

- (a) quality assurance philosophies, policies and procedures;
- (b) continuous improvement philosophies, policies and procedures;
- (c) details of how the Quality Plan will be implemented, reviewed and maintained;
- (d) collection methodology;
- (e) quiet work practice strategy to minimise noise impacts;
- (f) proposed methodology to measure and report compaction levels of Recyclables;
- (g) [the frequency and nature of the Customer service reporting as required by Clause 8.5 of this General Specification](#);
- (h) procedures for rectification of complaints including Missed Services and collections outside the times of collection as specified under Clause 4.3 of this General Specification;
- (i) procedures for Customer and Council notification related to non collection and Mobile Bin presentation problems;
- (j) performance measures and methods used by the Contractor to monitor performance;
- (k) final Contamination management strategy and procedures including periodic reporting as specified under [Clause 9 of the Recyclables Specification and Clause 8 of the Organics Specification](#);

- (l) details of audits to be used to ensure that the service is provided consistently in accordance with the Contract;
- (m) reporting procedures and schedule.

15.2 Review of Quality Plan

The Contractor must review the Quality Plan annually within one (1) month of each anniversary of the Services Commencement Date and submit the review including details of any amendments to the Council. Any such review must be to the satisfaction of the Council.

16. Environmental Management

16.1 Preparation of Environmental Management Plan

The Contractor must, prior to the commencement of any collection Service under the Contract, have an Environmental Management Plan that complies with ISO 14001:2004 and which details the impact of its service delivery on the environment and measures to improve environmental performance and management, including emissions from Collection Vehicles.

A draft of the Contractor's Environmental Management Plan must be submitted to Council at least one (1) month prior to the Services Commencement Date.

The Council may direct that the Contractor make any amendments or additions to the Environmental Management Plan that it considers appropriate. A final amended version of the Environmental Management Plan is to be submitted by the Contractor prior to the Services Commencement Date unless the Parties agree otherwise.

16.2 Incident Notice and Prosecution Notification

- 16.2.1 If the Contractor is required by any legislation to give any notification of any environmental damage occurring during the performance by the Contractor of its obligations under the Contract, the Contractor must at the same time, or as soon thereafter as possible in the circumstances, give a copy of such notification to the Council.
- 16.2.2 The Contractor must promptly notify the Council of any other environmental damage which occurs during the performance of the Services whether or not it is required to give notification to any Authority.
- 16.2.3 The Contractor must promptly notify the Council of any fines, charges or notices issued to the Contractor under any environmental legislation and which are issued either during the performance of Services or as a result of the Services. If requested by the Council, the Contractor must, within three (3) Business Days after the imposition of any such fine, the laying of any charge or the service of any notice or request by Council provide the Council with details of or a copy of or a written report relating to such fine, charge or notice.

16.3 Non-compliance

- 16.3.1 If, during the Contract Term, the Council gives the Contractor notice that in the opinion of the Council, the Contractor is:
 - (a) not performing its obligations under the Contract in compliance with the Contractor's Environmental Management Plan or any other obligation contained in Clause 16 of this General Specification; or
 - (b) performing its obligations under the Contract in such a way as to be in breach of the Contractor's obligations under:

- i. the Contaminated Lands Management Act 1997 (NSW); or
- ii. the Protection of the Environment Operations Act 1997 (NSW)

the Contract must within three (3) Business Days or such shorter period as Council may require:

- (c) rectify the Contractor's failure to comply with its obligations; or
- (d) ensure that it performs its obligations under this Contract so as not to endanger the health or safety of any person including the Contractor's employees or subcontractors, the Council's employees or subcontractors or the public.

16.3.2 The Council may direct the Contractor to suspend the Contractor's performance of the Service until such time as the Contractor satisfies the Council that it is willing and able to perform the Service:

- (a) in accordance with its obligations under the Contractor's Environmental Management Plan without endangering the health and safety of any person.

16.3.3 The Council is not required to make any payment to the Contractor in respect of any period for which the Service is suspended in accordance with Clause 0. Any such period of suspension of service is deemed, unless otherwise agreed by the Council, to constitute an interruption of Services for the purposes of Clause 15.7 of the Conditions of Contract arising from an inability of the Contractor to perform the Services.

16.4 Review of Environmental Management Plan

The Contractor must review the Environmental Management Plan annually within one (1) month of each anniversary of the Services Commencement Date and submit the review including details of any amendments to the Council. Any such review must be to the satisfaction of the Council.

17. Industrial Relations and Workforce Plan

Prior to the Services Commencement Date, the Contractor must complete the preparation of an Industrial Relations and Workforce Plan which will be subject to the Approval of the Council.

issues involving the Contractor's workplace and workforce on the provision of Services under this Contract, including Industrial Action.

The Industrial Relations and Workforce Plan must include, as a minimum, information regarding:

- (a) the number of persons employed or engaged by the Contractor to perform the Services
- (b) the classifications of persons employed or engaged by the Contractor to perform the Services
- (c) the Industrial Instruments which apply to the persons employed or engaged by the Contractor to perform the Services
- (d) any agreements entered into which impact on or affect how disputes under Industrial Instruments are to be resolved or dealt with
- (e) details of the arrangements with any subcontractors
- (f) details of any negotiations to replace the Industrial Instruments which apply to the persons employed or engaged by the Contractor to perform the Services

- (g) to the extent not otherwise covered by paragraphs (c) or (d) above, the process for resolving disputes regarding matters affecting employees and subcontractors including the process for resolving Industrial Action or threatened Industrial Action
- (h) the industrial relations history of the Contractor for the past two (2) years, including, number of industrial disputes and action, types of Industrial Action taken, days lost through Industrial Action, details of the court or tribunal actions associated with the Industrial Action
- (i) any current matters being litigated, mediated, arbitrated or heard before dispute resolution providers or an industrial relations commission or tribunal, between the Contractor and the Contractor's employees, between the Contractor and any subcontractors, between the Contractor and any representative on behalf of the Contractor's employee(s)
- (j) any notices or correspondence issued by or on behalf of the Contractor's employees or subcontractors that threaten Industrial Action
- (k) any notices or correspondence issued by or on behalf of the Contractor's employees or subcontractors seeking to make an enterprise agreement under the *Fair Work Act 2009* (Cth) or any replacement legislation
- (l) any notices or correspondence issued by or on behalf of the Contractor's employees or subcontractors pursuant to legislation
- (m) indicate how and when the Council will be notified of Industrial Action or threatened Industrial Action.

The Industrial Relations and Workforce Plan must be reviewed at least annually within one (1) month of each anniversary of the Services Commencement Date during the Contract Term and, if necessary updated or Council notified in writing that no update is deemed necessary. Any updated Industrial Relations and Workforce Plan is subject to the review and Approval of the Council.

The Contractor must employ and manage staff in accordance with the Industrial Relations and Work Force Plan as updated in accordance with this Clause.

18. Performance Management Committee

18.1 Establishment of Committee

Council is committed to regular assessment of performance and continual improvement to work practices.

A Performance Management Committee shall be established to undertake the dual role of reviewing recent operations, and to consider future improvements to services.

18.2 Functions of the Committee

The Committee will monitor the Services and seek co-operatively to identify and investigate:

- (a) performance and problems in delivery of Services
- (b) non compliance with service standards specified in Clause 20 of this General Specification
- (c) existence of trends in Contamination, resource recovery, glass breakage and disposal of materials
- (d) measures that may be taken to increase and maintain resource recovery
- (e) compaction rates

- (f) technological developments and other possible improvements
- (g) new markets for recyclables
- (h) evaluation of and potential improvements to Contamination management procedures as specified under [Clause 9 of the Recyclables Specification](#), and [Clause 8 of the Organics Specification](#)
- (i) potential improvements to the efficiency, quality and productivity of Services
- (j) promoting safer work practices
- (k) promoting quieter work practices
- (l) potential improvements to customer service centre efficiency, quality and productivity
- (m) performance targets for Service(s)
- (n) any other improvements that could be made to Services.

18.3 Participation in the Committee

The Contractor and Council will each actively participate in joint meetings of the Performance Management Committee.

18.4 Appointment of Committee Representatives

The Council and the Contractor must each nominate two (2) representatives to the Performance Management Committee.

Each will only select persons as representatives who have the necessary skills and knowledge to initiate and develop improvements of the nature specified in Clause 18.2 of this General Specification.

The Council may reject the appointment of any representative by the Contractor and the Contractor must promptly appoint another representative acceptable to the Council.

18.5 Committee Procedure

The Performance Management Committee must be chaired by one (1) of the Council's nominees. Such chairperson will determine the procedures of the Committee and call meetings as required.

Meeting frequency may be every month in the lead-up to the commencement of services and during the first twelve (12) months of the term of the Contract, then at least every three (3) months during the balance of the term of the Contract.

18.6 Decisions of Committee not Binding

Nothing requires any party to accept any proposals or decisions of the Performance Management Committee, and no decision of the Committee will bind a party.

The outcomes of the Committee will be achieved as a result of goodwill and a common desire to maximise the recovery of Recyclables and Organics and to provide the best possible Services to the Customer. Both parties may agree to a variation to the Contract to reflect the outcome of the Committee's work.

19. Community Education

Option 1 Council to Undertake Education

19.1 Council to Undertake Education

Within this Contract, Council will undertake and fund the development, implementation and evaluation of annual education programs.

The Contractor will be given the opportunity to suggest new education programs and resources or changes to existing programs and resources in order to assist in improved delivery of Services.

Should Council require involvement of the Contractor's Representative, Contractor's Employees, Vehicles, Plant and Equipment or Facilities for implementation of the education programs, adequate notice will be given to the Contractor and reasonable reimbursement of associated costs negotiated.

OR

Option 2 Contractor to Undertake Education

19.1 Pre Service and Start Up Education

19.1.1 Pre Service and Start Up Financial Contribution

The Contractor will contribute a minimum amount of \$[Click here and type amount in whole dollars] for development, implementation and evaluation of pre service and start up education.

19.1.2 Contractor to Develop and Deliver Pre Service and Start Up Education

Within the above financial contribution, the Contractor will nominate and provide appropriately qualified and experienced personnel to develop, implement and evaluate the pre service and start up education program on behalf of Council. The pre service and start up education phase will cover the period prior to the Services Commencement Date and include the first twelve (12) months of the Contract Term.

19.1.3 Purchase of Environmentally Preferable Goods

The Contractor must purchase environmentally preferable goods, where possible, for the development of the pre service and start up education. This would include goods that are either recycled, recyclable or biodegradable with preference given to locally sourced and produced goods. Printed materials comply with AS14021 (NSW Government Resource Efficiency Policy). Non-recycled paper must be sourced from sustainable sources accredited under the FSC, PEFC, with preference given to locally sourced and produced goods.

19.1.4 Pre Service and Start Up Education Plan

Six (6) months prior to the Services Commencement Date, the Contractor must provide a draft Pre Service and Start Up Education Plan to the value of the contribution outlined in Clause 19.1.1 of this General Specification for Approval by Council.

At a minimum, this plan must include:

- (a) objectives, outcomes and deliverables
- (b) details of the development, design and production of education materials and collateral i.e. bin stickers, pre-service information materials e.g. flyers and resident

information packages (days of service calendar information brochure; Council letter; envelope; delivery methods)

- (c) other education initiatives to assist Customers to correctly use the Services
- (d) proposed environmentally preferable goods to be purchased
- (e) detailed costing of materials and labour for all works
- (f) detailed timeline and responsibilities for activities
- (g) details on how the plan will be evaluated including useful, feasible key performance indicators for the objectives and outcomes
- (h) roles and responsibilities for development, approvals and delivery.

The Council may direct that the Contractor make any amendments or additions to the Pre Service and Start Up Education Plan that it considers appropriate. A final amended version of the Pre Service and Start Up Education Plan is to be submitted by the Contractor at least three (3) months prior to the Services Commencement Date unless the Parties agree otherwise.

19.1.5 Verification and Approval of Materials

All education initiatives and collateral must be approved by Council prior to distribution to Customers.

19.2 Ongoing Education

19.2.1 Annual Financial Contribution

The Contractor will contribute a minimum amount of \$[Click here and type amount in whole dollars] per annum for the term of the Contract, excluding the first year, which will be covered by the Pre Service and Start Up Education Plan.

An optional Clause to consider (19.2.2):

19.2.2 Annual Increase in Financial Contribution

The financial contribution outlined in Clause 19.2.1 of this General Specification will increase each year of the contract by an amount of [Click here and type percentage]% per annum cumulative as outlined below:

Insert contribution amount and calculate figures as required. For example, the figures below are based on a contribution of \$20,000 with a five percent (5%) annual increase.

Annual Contribution	Increase \$	Contribution \$
Year Two	-	[Click here and type amount in whole dollars e.g. 20,000]
Year Three	1,000	21,000
Year Four	1,050	22,050
Year Five	1,103	23,153
Year Six	1,158	24,311
Year Seven	1,216	25,527

19.2.3 Contractor to Develop and Deliver Waste Education

Within the financial contribution outlined in Clauses 19.2.1 and 19.2.2 of this General Specification, the Contractor will nominate and provide appropriately qualified and experienced personnel to undertake the education program on behalf of Council. The Contractor should provide Council with a copy of the personnel's past employment history.

The Contractor will provide all appropriate office accommodation, equipment and resources necessary for education personnel to undertake all duties in a professional and timely manner.

19.2.4 Purchase of Environmentally Preferable Goods

The Contractor must purchase environmentally preferable goods, where possible, for the development of the pre service and start up education. This would include goods that are either recycled, recyclable or biodegradable with preference given to locally sourced and produced goods. Printed materials comply with AS14021 (NSW Government Resource Efficiency Policy). Non-recycled paper must be sourced from sustainable sources accredited under the, FSC, PEFC with preference given to locally sourced and produced goods.

19.2.5 Annual Education Plan

Two (2) months prior to each anniversary of the Services Commencement Date, the Contractor will prepare and submit for Council Approval, a detailed Annual Education Plan for the following year of the Contract.

19.2.6 Contents of Annual Education Plan

The annual education plan will be developed within the framework of Council's waste education objectives and will include:

- (a) ultimate and immediate outcomes of the plan
- (b) detailed costings of materials and labour for all works to the value of the annual education contribution as outlined in Clauses 19.2.1 and 19.2.2 of this General Specification
- (c) groups that the plan will target
- (d) strategies to be used to target each group
- (e) new resources to be developed
- (f) reprinting of existing resource materials as required
- (g) proposed environmentally preferable goods to be purchased
- (h) details of how the plan will complement or enhance other contractual obligations such as Contamination management
- (i) specific timeframes and responsibilities for carrying out tasks
- (j) reporting timeline and methods
- (k) details on how the plan will be evaluated including useful, feasible key performance indicators for the ultimate and immediate outcomes
- (l) roles and responsibilities for development, approvals and delivery.

The Annual Education Plan must be approved by the Council prior to implementation.

Council reserves the right to make amendments or additions to the Annual Education Plan prior to final Approval. Such amendments or additions to the Annual Education Plan will not

require the Contractor to exceed the financial contributions stipulated at Clause 19.2.1 and Clause 19.2.2 of this General Specification.

19.2.7 Reporting

The Contractor must provide to Council a detailed annual report on the activities and outcomes of the education program. The report will include an evaluation of performance against the agreed indicators as outlined in the Annual Education Plan as well as a detailed analysis of all associated expenditure.

Other activity reports may be required at agreed intervals throughout the year. A reporting timeline and methods will be provided with the annual education plan.

19.2.8 Use of an Independent Service Provider

Should Council deem that the Contractor cannot satisfactorily provide appropriately qualified or experienced personnel, or, should the Contractor be found non-compliant in delivery of performance against agreed indicators, Council reserves the right to use the financial contribution outlined in Clauses 19.2.1 and 19.2.2 of this General Specification of this General Specification for engagement of an independent service provider.

Should this Clause be enacted, the total financial contribution will be paid directly to the Council, in advance, on each anniversary of the Services Commencement Date.

19.2.9 Verification and Approval of Materials

All education initiatives and collateral must be approved by the Council prior to distribution to Customers.

19.2.10 Rights to Property

Ownership of intellectual property rights created under the contract will be vested in the Council, and the Contractor will do all things reasonably necessary to vest ownership in Council.

Intellectual property rights that belong or are licensed to, or are controlled or developed by, the Contractor and which are in existence prior to the Contract Commencement Date ('Background intellectual property') are not affected by this contract, except that the Contractor grants to the Council a licence to use the background intellectual property to the extent necessary to perform its obligations under the contract.

19.2.11 Audit

The Contractor shall provide the Council sufficient information and documentation to enable it to audit the expenditure of the amounts referred to in Clause 19.1.1 and 19.2.1 of this General Specification. Any shortfall in such expenditure may be deducted by the Council from any moneys payable to the Contractor pursuant to the Contract.

OR

Option 3 Contractor to Contribute to Education (Financial)

19.1 Pre Service and Start Up Education

19.1.1 Pre Service and Start Up Financial Contribution

The Contractor shall pay to the Council an amount of \$[Click here and type amount in whole dollars] that will be used by the Council towards the development, implementation and evaluation of pre service and start up education.

The pre service and start up financial contribution will be paid to the Council on or before the Services Commencement Date.

19.2 Ongoing Education

19.2.1 Annual Financial Contribution

The Contractor shall pay to the Council an annual payment of \$[Click here and type amount in whole dollars] that will be used by the Council towards the development, implementation and evaluation of ongoing education.

The first annual financial contribution will be paid to Council, on or before the Services Commencement Date and thereafter on or before each anniversary of the Services Commencement Date.

An optional Clause to consider (19.2.2):

19.2.2 Annual Increase in Financial Contribution

The financial payment outlined in Clause 19.2.1 of this General Specification will increase each year of the contract by an amount of [Click here and type percentage]% per annum cumulative as outlined below:

Insert initial contribution amount and calculate figures as required. For example, the figures below are based on initial contribution of \$20,000 with a five percent (5%) annual increase.

Annual Contribution	Increase \$	Contribution \$
Year One	-	[Click here and type amount in whole dollars e.g. 20,000]
Year Two	1,000	21,000
Year Three	1,050	22,050
Year Four	1,103	23,153
Year Five	1,158	24,311
Year Six	1,216	25,527
Year Seven	1,276	26,803

OR

Option 4 Contractor to Contribute to Education (Financial and Services)
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19.1 Pre Service and Start Up Education

19.1.1 Pre Service and Start Up Financial Contribution

The Contractor shall pay to Council an amount of \$[Click here and type amount in whole dollars] that will be used by the Council towards the development, implementation and evaluation of pre service and start up education.

The pre service and start up financial contribution will be paid to the Council on or before the Services Commencement Date.

19.1.2 Pre Service and Start Up Education Plan

Six (6) months prior to Services Commencement Date, the Council will, with assistance of the Contractor’s education personnel, develop a pre service and start up education plan to the value of the contribution outlined in Clause 19.1.1 of this General Specification for Approval by the Council.

At a minimum, this plan will include:

- (a) ultimate and immediate outcomes of the plan
- (b) proposed environmentally preferable goods to be purchased
- (c) design and production of bin stickers
- (d) pre-service information flyers
- (e) resident information packages (days of service calendar; information brochure; Council letter; envelope or plastic sleeve; delivery methods)
- (f) other initiatives to assist the community to correctly use the new services
- (g) outline of Contractor education duties
- (h) details on how the plan will be evaluated including useful, feasible key performance indicators for the ultimate and immediate outcomes
- (i) roles and responsibilities for development, approvals and delivery.

The Council may, at its discretion and in accordance with the pre service and start up education plan, pay the Contractor for services rendered by the Contractor’s education personnel to perform educational activities.

19.2 Ongoing Education

19.2.1 Annual Financial Contribution

The Contractor shall pay to Council an annual payment of \$[Click here and type amount in whole dollars] that will be used by Council towards the development and implementation of ongoing education.

The First Annual Financial Contribution will be paid to Council, on or before the Services Commencement Date and thereafter on or before each anniversary of the Services Commencement Date.

An optional Clause to consider (19.2.2):

19.2.2 Annual Increase in Annual Financial Contribution

The Annual Financial Contribution will increase each year of the contract by an amount of [Click here and type percentage]% per annum cumulative as outlined below:

Insert initial contribution amount and calculate figures as required. For example, the figures below are based on initial contribution of \$20,000 with a five percent (5%) annual increase.

Annual Contribution	Increase \$	Contribution \$
Year One	-	[Click here and type amount in whole dollars e.g. 20,000]
Year Two	1,000	21,000
Year Three	1,050	22,050
Year Four	1,103	23,153

Year Five	1,158	24,311
Year Six	1,216	25,527
Year Seven	1,276	26,803

19.2.3 Distribution of the Annual Financial Contribution

The Council will, with assistance of the Contractor's education personnel, develop an Annual Education Plan.

The Annual Education Plan will include:

- (a) ultimate and immediate outcomes of the plan
- (b) proposed environmentally preferable goods to be purchased
- (c) detailed costings for all works to be undertaken
- (d) identify groups that will be targeted
- (e) detail strategies to be used to target each group
- (f) detail how the plan will complement or enhance other contractual obligations such as Contamination management
- (g) details on how the plan will be evaluated including useful, feasible key performance indicators for the ultimate and immediate outcomes
- (h) roles and responsibilities for development, approvals and delivery

The Contractor's education personnel may be required to assist the Council with implementation of the Annual Plan.

Council may, at its discretion and in accordance with the Annual Education Plan, pay the Contractor for services rendered by the Contractor's education personnel to perform educational activities.

19.2.4 Verification and Approval of Materials

All education initiatives and collateral must be approved by Council prior to distribution to Customers

19.2.5 Rights to Property

Ownership of intellectual property rights created under the contract will be vested in the Council and the Contractor will do all things reasonably necessary to vest ownership in the Council.

Intellectual property rights that belong or are licensed to, or are controlled or developed by, the Contractor and which are in existence prior to the Contract Commencement Date ('Background intellectual property') are not affected by this contract, except that the Contractor grants to the Council a licence to use the background intellectual property to the extent necessary to perform its obligations under the contract.

20. Performance Measurement

20.1 Performance Criteria

For the purpose of monitoring performance under this Contract, comparisons will be made with the service standards specified in the following table:

Standard	Performance Criteria
Compliance	<ul style="list-style-type: none"> • satisfaction of the Aims and Objectives of the Contract • compliance with all terms of the Contract • compliance with the approved Quality Plan • compliance with the work Health and Safety Management System • compliance with Environmental Management System • compliance with Business Continuity Plan • compliance with quiet work practice strategy • specific recovered material streams are delivered to the processing facility in the intended condition • no materials are spilt during collection • surveys, where undertaken by council, show at least ninety-five percent (95%) customer satisfaction level • customer complaints resolved within the specified timeframes • maintain services within the performance benchmarks for missed services, early starts and other customer complaints
Non Compliance	<ul style="list-style-type: none"> • failure to satisfy the aims and objectives of the contract • lack of compliance with any of the terms of the contract • lack of compliance with quiet work practice strategy • services not provided on the scheduled day • mobile bins not correctly replaced after emptying • materials spilt are not cleaned up within the specified timeframes • recyclables rejected at the material recovery facility due to contamination or over compaction • organics rejected at processing facility due to contamination • surveys, where undertaken by council, show less than ninety-five percent (95%) satisfaction level • customer complaints not resolved within the specified time frames • performance benchmarks for missed services, early starts, and other customer complaints are not met

20.2 Actions in the Event of Non Compliance

In the event of any non-compliance with the performance criteria or deviation from the specified service conditions, provided that the Contractor takes all steps required to implement corrective action such that the non-compliance or deviation is corrected immediately and in a satisfactory manner, the Council will take no action other than to record the non-compliance.

20.3 Investigation of Problems

Apart from undertaking immediate corrective action to rectify particular problems, all instances of non-compliance with the performance criteria as detailed in Clause 20.1 of this General Specification, must be investigated to determine the causes for the non-compliance and to bring about full and ongoing compliance with the requirements of the Contract.

The Council may audit, or engage third parties to audit, the performance of any of the services at any time without notice to the Contractor.

The Contractor must provide any assistance requested by the Council or a third party engaged for this purpose.

Without limiting the obligations of the Contractor under this Clause, the Contractor must permit any able bodied person nominated by the Council to travel in any Collection Vehicle

while it is engaged in the performance of the Services for any period nominated by the Council.

21. Reporting Requirements

Unless otherwise agreed by the Council, the Contractor will be required to provide facilities for electronic transfer of information to and from the Council. As a minimum requirement, the Contractor will be required to provide the following reports and data for each service:

Timing	Reporting Requirements
Daily (Telephone)	<ul style="list-style-type: none"> • urgent (within one (1) hour) notifying the council of serious personal injury or damage to property, or any significant interruption to the services for whatever cause • immediate (within two (2) hours) notifying the council of any major malfunction of contractor's equipment, industrial situations, non-availability of facilities that has the potential to interrupt service • routine (within three (3) hours) notifying the council of other service problems that customer service staff may need to respond to customer enquiries.
Daily Report	<ul style="list-style-type: none"> • [Click here and specify daily report requirements].
Weekly	<ul style="list-style-type: none"> • notifying the council of any service problems, industrial action, early start or serious complaints including complaints about contractor work health and safety, and service deficiencies that have occurred in the past week.
Monthly	<ul style="list-style-type: none"> • quantities of materials collected, broken down by type • compaction rates of recyclables including average, median, minimum and maximum • total number of scheduled collections for all service types • compliance with performance benchmark or targets as specified in clause 3 of the garbage specification, clause 4 of the recyclables specification and clause 4 of the organics specification • work health and safety reporting requirements • any other relevant issues relating to the past month's services • any issues that the contractor becomes aware of that may affect services in future • graphical reports of service provision over the preceding twelve (12) months, showing trends • the number of mobile bins repaired and/or replaced during the month • the details and number of new and additional services provided within the month • customer service centre and complaints reporting.
Quarterly	<ul style="list-style-type: none"> • average recyclables contamination rates; • average organics contamination rates.
Annually upon anniversary of Services Commencement Date [Click here and type date]	<ul style="list-style-type: none"> • recyclables MRF audit results • work health and safety management system/updates • emergency plan/updates • quality management plan/updates • environmental management plan/updates • industrial relations and workforce plan/updates • insurances review and update • revised annual education plans.
Upon early termination or end of contract	<ul style="list-style-type: none"> • [Click here and specify report requirements].

In addition to the reporting requirements outlined in the table above, the Contractor must meet all the Data Management and reporting that is required under Clause 23 of this General Specifications.

Option 1 Performance Incentives

22. Performance Incentives

Where the Contractor has achieved or exceeded the performance benchmarks as outlined in the relevant Specification the Council will provide the following incentive payments:

- (a) for meeting or exceeding the performance benchmarks for missed service levels in a month – \$[Click here and type amount]
- (b) for meeting the performance benchmarks for noise complaints due to early starts in a month – \$[Click here and type amount]
- (c) for meeting or exceeding the performance benchmarks for other complaints in a month – \$[Click here and type amount].

Incentive payments, where applicable, will be made for each of the separate services, as outlined in Clauses 3 of the Garbage Specification, 4 of the Recyclables Specification, and 4 of the Organics Specification.

The incentive payments will be added to any payments, or from any other monies due under this Contract to the Contractor. Payments will coincide with payment of the Contractor's claim for payment.

The certificate of the Council that the Contractor qualifies for any incentive payment shall be final and conclusive.

OR

Option 2 Liquidated Damages

22. Damages

Where the Council has evidence the Contractor has not taken all reasonable steps required to implement corrective action the following liquidated damages may be imposed by the Council.

The Contractor shall in addition to but not in substitution for any other remedy the Council may have under this Contract, forfeit and pay to the Council for each and every breach of this Contract the undermentioned sums.

The amounts involved may be deducted from the Contractor's Performance Security, or from any other monies due under this Contract to the Contractor:

- (a) for failing to supply any information required under this Contract – \$[Click here and type amount]
- (b) for failure to meet performance benchmarks for Missed Service levels in a month – \$[Click here and type amount]
- (c) for failure to meet performance benchmarks for noise complaints due to early starts in a month – \$[Click here and type amount]
- (d) for failure to meet performance benchmarks for other complaints in a month – \$[Click here and type amount].

The certificate of the Council that the Contractor has incurred such forfeiture shall be final and conclusive proof thereof.

It is acknowledged that the liquated damages referred to in this Clause are an estimate of the cost to the Council of obtaining information or dealing with complaints arising from a failure (as the case may be).

23. Data Management

Throughout the term of the Contract the Contractor must at its own cost provide a Data Management System for Garbage Collection, Recyclables Collection and Organics Collection Service. The Data Management System must include, but not limited to the subclauses of this Clause 23.

23.1 Navigation and Tracking

The Data Management System must provide the navigation and tracking such as Global Positioning System (GPS) Navigation data from all Collection Vehicles utilised for this Contract, including any replacement Collection Vehicles. The data must include, but not limited to the following:

- (a) collection schedule for each truck in each collection zones
- (b) GPS location of each collection vehicle during the daily collection runs; and
- (c) location and times of the collection vehicles for collection of each bin.

23.2 Collection Information

Provide daily collection information for each Service-Entitled Premises including, but not limited to the following:

- (a) collection times for garbage collection, recyclables collection and garden organics collection at each Service-Entitled Premise
- (b) collection issues at the Service-Entitles Premises, which includes, but not limited to the following:
 - damaged/broken bins
 - overflowing bins
 - obstructed bins
 - bins that have contamination
 - incorrectly presented bins
 - presentation and non-presentation of bins at the service entitled premises
 - missed services and the times the missed services are collected or attempted to be collected.

23.3 Existing Data

The Data Management System must integrate the existing data from the Council and be capable of adding data to the system that will ensure continuity of data from the Council's existing Collection Service to the Service provided under this Contract. The existing data from the Council may include such information as:

- (a) council's database of Service-Entitled Premises
- (b) existing collection service and collection schedules
- (c) existing bin types and collection methods
- (d) existing contamination history related to any Service-Entitled Premises.

23.4 Contamination Management

The Data Management System must have capabilities to integrate all information in relation to Contamination and Gross Contamination including, but not limited to the following:

- (a) photographic evidence of contamination that enters into the truck. photographic evidence must be recorded and be of suitable quality that clearly delineates contamination from recyclables and organics as specified in [Clause 9 of the Recyclables Specification](#) and [Clause 8 of the Organics Specification](#).
- (b) ability to generate letters and or other educational correspondence to the service entitled premises including photographic evidence of the specific contamination incidences
- (c) ability to manage the data for contamination history for each recyclables service-entitled premise and organics service-entitled premise that shows contamination incidents
- (d) statistics of contamination for specific areas and suburbs for council and the contractor to assist in the development of the education plan as required by **Clause Error! Reference source not found.** of this General Specification
- (e) provide information to the performance management committee as required by Clause 18 of this General Specifications.

23.5 Web Based Portal and Online Access

The Contractor must at its own cost provide the Council with a web-based access to the data management system with secure login for the Council staff and any other personnel that the Council authorises to have online access of this data. The web based portal and online access must include, but not limited to the following:

- (a) collection service data that is accessible in real time through online login
- (b) show a full history of the collection schedule for each collection vehicle including collection service at individual Service-Entitled Premises
- (c) map based collection information showing the collection points
- (d) search function, which has the ability to search collection service information by street, property, contamination issues, different waste streams and any other functions that are relevant to council to utilise the data captured by the data management system
- (e) show the address and GPS location of collection and any issues relation to collection such as missed service
- (f) show full history of contamination issues at individual Service-Entitled Premises for both recyclables collection service and organic collection service including colour photographs of contamination and any other issues related to collection
- (g) ability for council to analyse collection data including contamination data and produce various reports as required by council
- (h) ability to generate letters with photographs to the recyclables Service-Entitled Premises and organics Service-Entitled Premises on council's letterhead to inform the residents of the Service-Entitled Premises of contamination and any other relevant issues in relation to the collection service.

23.6 Data Integrity and Innovation

The Contractor must ensure that all data collected as part of this Contract is of the highest standard and must be managed based on the industry standards for such data type. The Contractor must ensure the following:

- (a) quality of data collected is maintained to the highest standard so as to ensure that the data is stored and is accessible to council at all times in the format required by council
- (b) data is stored on industry standard secure server with back up to protect the loss of data
- (c) the data management system is kept up to date throughout the term of the contract to ensure all functionalities are current and compatible with the changes in the industry software and hardware
- (d) ensure that there are sufficient flexibilities in the data management system to allow for innovation
- (e) ensure that the data management system is able to expand to meet new collection types should council make changes to its collection service
- (f) ensure that data can be transferred in a systematic manner in industry standard formats
- (g) breakdowns in the data management system are managed promptly without loss of any data and functionality.

23.7 Data Accessibility and Ownership

All data collected as part of this contract shall remain the property of the Council and must be accessible to the Council at all times during the Contract Term and beyond where required. The Contractor must ensure that:

- (a) all data collected is accessible to council at all times through an online web portal and in the format agreed upon by council
- (b) the data can be manipulated to produce special reports if and when required by council
- (c) at the expiry date of the contract, the data collected throughout the term of the contract is transferred to council in the format agreed upon by council
- (d) at the expiry date of the contract, the contractor must continue to allow council to use the information through the web-based portal for a period of up to 6 months from the expiry date of the contract. Council must ensure that the web portal and online access will only be used by council during this period.

23.8 Non-Compliance of Data Management

If the Contractor fails to meet the requirements for Data Management as outlined in Clause 23 of this General Specifications, the Contractor will be required to pay to the Council a non-compliance damage as outlined in Clause 22 of this General Specifications.

Non-compliance will be a result of failure by the Contractor to provide a satisfactory level of data as specified in Cause 23.1 to 23.7 of this General Specification, and as agreed upon by the Council and the Contractor during the Contract Term.

24. Kerbside Audits

24.1 General

An allowance of \$[Click here and type amount e.g. 10,000] for each year of the Contract must be made by the Contractor to cover the cost of Kerbside audits. The Council will be entitled to claim this allowance from the Contractor on an annual basis, subject to Council performing or arranging to perform Kerbside waste audits in accordance with Clauses 24.2 and 24.3 of this General Specification.

24.2 Frequency of Kerbside Audits

Council shall undertake Kerbside audits of all domestic waste streams. The Kerbside audit shall be conducted:

- (a) within eight (8) months after the services commencement date;
- (b) at a time considered to be representative of the year and excluding school holidays and special events;
- (c) every two (2) years at approximately the same time of year as the previous audit unless the parties agree otherwise.

24.3 Purpose of Kerbside Audits

Kerbside audits shall be conducted to determine:

- (a) the composition of all waste streams
- (b) the proportion and composition of potentially recoverable material available in the garbage stream
- (c) the proportion and composition of unacceptable materials within the [recyclables and organics](#) streams
- (d) the recovery rate of [organics and of the individual recyclables](#).

25. Variations and Better Performance

25.1 Innovation and Trials

During the term of the contract the Contractor is encouraged to propose innovative arrangements to the provision of Services for incorporation in the current or future contracts. Service trials may be undertaken provided the Council is satisfied that improved performance will result.

Prior to any trial the Contractor and the Council must negotiate a price, set evaluation criteria, and performance measures for the trial.

The Council, at its discretion, may use persons, other than the Contractor to conduct trials.

25.2 Innovation, Improved Services and Reduced Costs

During the term of the contract either party may propose changes to Services that will deliver service improvements, improved resource recovery and performance outcomes or reduced costs. Where these proposals achieve cost savings then these will be shared equally between the parties.

26. Advertising

26.1 No Advertising without Council Consent

- (a) The Contractor shall not advertise, nor permit advertising, on Collection Vehicles or Mobile Bins except as permitted in Clause 266 of this General Specification.
- (b) The Council, at its absolute discretion, may permit the Contractor to affix advertising materials to Collection Vehicles and/or Mobile Bins.
- (c) Any such advertising materials shall be subject to such controls as to size, colour, design, goods or services advertised, duration of the advertising and such other matters as the Council may determine.

26.2 Advertising Directed by Council

If the Council directs the Contractor to affix any advertising on Collection Vehicles or Mobile Bins then the Contractor must permit such advertising to be so affixed.

26.3 Revenue from Advertising

- (a) All revenue from any advertising on Collection Vehicles and/or Mobile Bins shall be payable to the Council.
- (b) The Council must pay to the Contractor a reasonable payment:
 - i. to reimburse the Contractor for any costs incurred by it in affixing or removing advertising materials from Collection Vehicles and Mobile Bins; and
 - ii. as a sharing of the net receipts from any such advertising after payment of the costs referred to in Clause 26.3(b)(i) and any other costs relating to such advertising.
- (c) If the Council and the Contractor are unable to agree on the sharing referred to in Clause 26.3(b)(ii) then the issue must be resolved in accordance with Clause 13 of the Conditions of Contract.
- (d) In determining the sharing arrangement under Clause 26.3(b)(ii) the Council and the Contractor (and any General Managers, mediator or arbitrator) must consider:
 - i. which party sourced the advertising
 - ii. industry standards and comparisons
 - iii. any ongoing inconvenience or cost to a party.

27. Further Obligations of the Contractor

[Click here and type any additional requirements]

Annexure to General Specification

Early start street list

"[Click here and specify any Early Start streets and nominated Start Time]"

Late start street list

"[Click here and specify any Late Start streets and nominated Finish Time]"

Complaint notification procedures

[Click here and detail complaint notification procedures]

Customer service centre requirements

[Click here and detail any customer service centre requirements]

Collection vehicle requirements

[Click here and detail any Collection Vehicle requirements]