

Waste Collection Specification

City of Sydney
Town Hall House
456 Kent Street
Sydney NSW 2000

Part D1 - General Specification

1822 Domestic Waste Collection Tender

Contents

1	Introduction and Scope	2
2	Aims and Objectives	3
3	Definitions.....	6
4	Operations.....	15
5	Delivery and Ownership of Materials.....	25
6	Altered, New, Ceased and Special Services	26
7	Non-collection and Mobile Bin Presentation Problems	28
8	Customer Service and Complaint Rectification	31
9	Specifications and Overview of Requirements for Mobile Bins.....	35
10	Mobile Bin Supply	38
11	Mobile Bin Repairs, Replacements and Additional Services	40
12	Ownership of Mobile Bins	44
13	Collection Vehicles and Depot	45
14	Work, Health and Safety.....	49
15	Quality Management.....	53
16	Environmental Management.....	54
17	Industrial Relations and Workforce Plan	56
18	Performance Management Committee.....	57
19	Community Education.....	59
20	Performance Measurement.....	63
21	Reporting Requirements.....	72
22	Performance Based Payment	75
23	Data Management	76
24	Kerbside Audits.....	80
25	Variations and Better Performance	81
26	Advertising.....	82
27	Annexure to General Specification.....	83

1 Introduction and Scope

This General Specification applies to the following services:

- (a) Garbage Collection Service
- (b) Recyclables Collection Service
- (c) Garden Organics Collection Service
- (d) Clean Up Collection Service
- (e) Food Organics Collection Service
- (f) Textiles 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 Collection Specification
- (b) Section D – Part 3: Recyclables Collection Specification
- (c) Section D – Part 4: Garden Organics Collection Specification
- (d) Section D – Part 5: Clean Up Collection Specification
- (e) Section D – Part 6: Food Organics Collection Specification
- (f) Section D – Part 7: Textiles Collection 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:

- Local Government Act 1993 (NSW);
- Protection of the Environment Operations Act 1997 (NSW);
- Environmentally Hazardous Chemicals Act 1985 (NSW);
- Environmental Planning and Assessment Act 1979 (NSW)
- Work Health and Safety Act 2011 (NSW)
- Work Health and Safety Regulation 2011
- Workers' Compensation Act 1987 (NSW)
- Workplace Injury Management and Workers' Compensation Act 1998 (NSW)
- Public Health Act 2010
- Waste Avoidance and Resource Recovery Act 2005 (NSW)
- City of Sydney Waste Minimisation in New Developments
- City of Sydney Waste Policy – Local Approvals Policy for managing waste in public places;
- Road Transport (General) Act 2005 (NSW);
- Dangerous Goods (Road and Rail Transport) Act 2008 (NSW);
- Road Transport (Safety & Traffic Management Act) 1999 (NSW)

2 Aims and Objectives

2.1 Background

Sydney is a vibrant, cosmopolitan city with a diverse population featuring a rich history, internationally-recognised tourist attractions and an exciting calendar of events. The City of Sydney is the local government authority responsible for the city centre and more than 30 suburbs within our boundaries.

The City local government area covers just over 26 square kilometres extending from Sydney Harbour at Rushcutters Bay, to Glebe and Annandale in the west, from Sydney Park and Rosebery in the south to Centennial Park and Paddington in the east.

We provide waste services for more than 200,000 residents, as well as the daily influx of workers and visitors into the City. On any given day, the local population swells to more than 1 million with people commuting, doing business, shopping, playing, studying, or here to see the sights of Sydney.

Working towards a sustainable future is a crucial element of our Sustainable Sydney 2030 vision. The City of Sydney has adopted ambitious targets for reducing greenhouse gas emissions and aims to manage water, energy and waste sustainably.

In March 2017, the City endorsed the Environmental Action 2016-2021 Strategy and Action Plan. The Environmental Strategy and Action Plan outlines the City's environmental targets including the residential waste target of 70 per cent recycling and recovery of residential waste from the City by the end of June 2021. The City's Waste Strategy is anticipated to be adopted in late 2017, and incorporates actions to reach our waste targets.

The City resources the collection of waste through a mix of Council staff and Contractors. The current Contractor for waste collection at the City will provide services through to 30 June 2019. A new service provider will need to be appointed well in advance of this date to ensure there is a smooth transition of services at that time.

2.2 Service Objectives

The objectives of the Contract are to:

- a) Provide a safe and sustainable waste Collection Service without environmental and safety incidents.
- b) Provide 'best value' in providing timely, regular and reliable Collection Service under the Contract in the LGA;
- c) Provide high standard wasteCollection Services, that meet "industry best practice" principles, that are relevant to meet environmental standards, national, state and regional waste management policies, and that are in accordance with the Council's Waste Strategy and Action Plan;
- d) Reduce the amount of waste disposed to landfill by encouraging and facilitating waste minimisation and maximising recovery of recyclables, organics and reusable components in the waste stream;
- e) Growth in community awareness of the necessity for waste avoidance and maximised resource recovery;
- f) Fulfil the City's obligations relating to provision of waste Collection Services relevant under legislation and policies of National, State and Local levels;
- g) Measure performance of the Contract, including maintaining records of quantities of waste disposed to and diverted from landfill and performance of the Contractors with regular reporting on performance against key performance criteria;

- h) Manage the Council's assets and databases associated with the Collection Service; and
- i) Service to the City's customers exceeding their high expectations of Sydney as a global city.

These objectives, together with the performance criteria specified in Clause 20.1 and any objectives particular to the various service elements will be applied in regular evaluation of the Contractor's performance.

2.3 Waste Collection Information

As part of the transition in services, the Contractor will establish and maintain a detailed record of waste collection related data. The following data is provided as background information only and is not to be relied upon.

Table 2.3a: The City's Garbage Waste Bins as at mid-2017

Suburb	Total Single Occupancy Premise	Total Multi Occupancy Premise	Single Occupancy Premise Total Bins				Multi-Occupancy Premise Total Bins					
			<=80	80-120	240	>240	<80	80-120	240	660	1100	>=1500
Bin Volume (L)			<=80	80-120	240	>240	<80	80-120	240	660	1100	>=1500
Alexandria	1578	2722	4	1547	27	0	0	109	323	26	35	0
Annandale	0	17	0	0	0	0	0	0	9	0	0	0
Beaconsfield	338	130	2	322	7	0	0	2	41	0	0	0
Camperdown	202	2958	2	200	1	0	0	3	272	49	35	4
Centennial park	226	1057	0	190	31	1	0	127	135	0	15	0
Chippendale	476	3564	22	435	31	0	0	34	344	98	15	2
Darlinghurst	1560	6047	528	1189	88	0	0	52	647	18	59	21
Darlington	728	297	21	679	43	0	0	0	58	0	2	0
Dawes point	75	209	0	44	36	0	0	1	33	0	2	0
Elizabeth bay	51	3711	0	28	9	0	0	2	222	0	5	0
Erskineville	1870	2689	16	1793	40	4	0	60	137	10	47	23
Eveleigh	198	92	0	69	54	0	0	0	0	0	7	0
Forest lodge	858	1576	32	782	46	0	0	21	357	0	10	0
Glebe	3343	2390	64	2868	344	0	4	200	894	12	31	0
Haymarket	3	3215	0	3	0	0	0	121	54	0	31	26
Millers point	270	1005	8	239	17	1	0	6	83	0	0	10
Newtown	1848	1667	44	1798	25	1	0	79	151	3	39	1
Paddington	1022	333	65	906	40	0	0	42	40	4	3	0
Potts point	231	4711	74	150	29	1	6	63	300	2	5	3
Pymont	471	7643	2	443	15	1	0	78	709	25	113	25
Redfern	2633	4523	54	2505	79	1	0	631	290	21	55	20
Rosebery	851	3646	0	833	17	1	0	3	70	84	115	0
Rushcutters Bay	38	1707	4	24	9	0	0	13	115	0	2	0
St peters	8	0	0	8	0	0	0	0	0	0	0	0
Surry hills	3161	6701	128	2402	238	0	9	458	669	13	89	12

Suburb	Total Single Occupancy Premise	Total Multi Occupancy Premise	Single Occupancy Premise Total Bins				Multi-Occupancy Premise Total Bins					
Sydney	9	10912	0	8	0	1	0	537	453	52	73	78
The Rocks	31	643	0	30	1	0	0	122	35	0	0	9
Ultimo	380	4239	22	339	28	1	0	15	354	0	83	16
Waterloo	1758	8617	2	1735	15	1	0	219	332	47	178	109
Woolloomooloo	606	2355	53	503	43	1	0	157	211	40	25	12
Zetland	308	6114	0	295	4	12	0	8	269	66	247	19
Total	25131	95490	1147	22367	1317	27	19	3163	7607	570	1321	390

The City has further information about many of the Multi-occupancy premises in the local government area. Refer to the Annexure of this specification.

The greatest forecast change in premises during the contract term is expected to be Multi-occupancy Dwellings, which are forecast to increase by 16.4% by 2021/22. The following data is provided as background information only and is not to be relied upon.

Table 2.3b. Waste Collection services now and in the future

Waste Stream	2016/17 Services per week	2021/22 Services per week	2016/17 Volumes per week (t)	2021/22 Goal Volumes per week (t)
Garbage	130,000	16.4% increase in Multi-occupancy dwellings	44,577	NA
Recycling	106,000		14,373	
Garden Organics	4050	NA	1126	NA
Clean Up – Metals/ Whitegoods	280	NA	274	NA
Clean Up – Bulky Waste	260	NA	1300	NA
Clean Up – e-waste	0	NA	0	NA
Clean Up – Mattreses	360	NA	13	NA
Clean Up – Illegal Dumping	240	NA	80	NA
Bin Replacement/ Repair	185	NA	NA	NA
Food Organics	0	3800	0	3000
Textiles	0	400	0	1100

Notes

- All amounts quoted are for entire local government area
- Each time a bin is emptied it counts as one service
- NA = Not Applicable/Available

3 Definitions

3.1 Defined Terms

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 the Major Services Agreement.

Term	Definition
‘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.
‘Annual Key Result Area Performance Score’	means the performance score as calculated in Clause 20.7
‘Approximate Centroid’	means the intersection being: <ul style="list-style-type: none"> • Regent Street and Cleveland Street Redfern, where services are for the entire Council Local Government Area. • As agreed between the parties where a service is not for the entire Local Government Area.
‘Booked Illegal Dump’	means any item entitled to an Clean Up Collection Service as specified under Clause 2 of the Clean Up Collection Specification.
‘Clean Up Collection Service’	means collection of Clean Up Waste from all Clean Up Service-Entitled Premises specified by the Council from time to time.
‘Clean Up Service-Entitled Premise’	means any Premise entitled to an Clean Up Collection Service as specified under Clause 2 of the Clean Up Collection Specification and Clauses 4.7.1, 6.1, 6.2 and 6.3 of this General Specification.
Clean Up	means waste that is set aside for collection such as non-putrescible items, putrescible items (illegal dumps only), white goods, appliances, e-waste, mattresses (optional), and metals. The customer is advised that mattresses are a Clean Up item however they will be collected by either a separate party or where agreed, the Contractor. Clean Up Waste from Clean Up Service-Entitled premises specifically excludes garden organics, putrescible garbage, gas bottles, industrial or trade waste, concrete, dirt, stumps, paint, oil, chemicals (empty or full cans or drums), glass, demolition material, corrugated iron and material that is offensive, dangerous or too heavy for two people to

Term	Definition
	safely handle. Clean Up waste from Booked Illegal Dumps specifically excludes gas bottles, chemicals, dangerous or too heavy for two people to safely handle.
‘Collection Schedule’	means the systematic scheme prepared pursuant to Clause 4.7.2 of this General Specification.
‘Collection Service’	means the collection of Garbage Waste, Recyclables Waste, Garden Organics Waste, Clean Up Waste, Food Organics Waste and Textiles Waste.
‘Collection Service Specification’	means the specification for a particular type of Collection Service as specified in Parts 2, 3, 4, 5, 6 and 7, as appropriate to that specification.
‘Collection Vehicles’	means a vehicle or vehicles used by the Contractor to perform the Services including compactors.
‘Contamination’	means all materials which do not fit the definition of the waste being collected as defined in the General Specification and materials deemed of an unacceptable amount as described in the relevant Collection Service Specification.
‘Contractor’	means the organisation that undertakes the provision of all or any of the Services specified in this Contract.
‘Council’	means the City of Sydney, including any of its authorised representatives or staff acting under delegated authority of Council.
‘Customer’	means an owner or occupier of a Premises in the Service Area who uses any Service provided under this Contract.
‘Customer Service Centre’	means the customer service centre to which all Customer enquiries, complaints and requests regarding the specified Services will be made in accordance with Clause 8.1,
‘Customer Complaint’	means any expression of dissatisfaction by a member of the community identifying a circumstance where the Contractor has not met the Services requirements set by the Council.
‘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.
‘Dumped Waste’	means any waste identified in the road reserve that is not a booked service and is not in a Mobile Bin, excluding:

Term	Definition
	<ul style="list-style-type: none"> a) bundled Garden Organics alongside the Garden Organics Mobile Bin, b) cardboard left beside the Recyclables Mobile Bin, and c) textiles left beside the Textiles mobile Bin.
‘Early Starts’	means the commencement of Services before the Start Time as determined in accordance with Clause 4.6.2 of this General Specification.
‘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’	<p>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:</p> <ul style="list-style-type: none"> a) for a 60L, 80L, 120L, 240L or 360L bins, more that eighty (80) kilograms. b) for 50L and 70L bins, able to be lifted by two people. c) for 660L bins, more than 260 kilograms. d) for 1100L bins, more than 440 kilograms. e) for bins larger than 1100L and up to 2000L with no compaction, more than 700kg. f) for bins larger than 1100L and up to 2000L with compaction, more than 1000kg.
‘Expiry Date’	means the date on which the Contract Term ends.
‘Finish Time’	means the time of day that Collection Services must be completed as determined in accordance with Clause 4.6.2 of this General Specification.
‘Food Organic Collection Service’	means collection of Food Organic Waste from all Food Organic Service-Entitled Premises specific by the Council from time to time.

Term	Definition
'Food Organic Service-Entitled Premise'	means any Premise entitled to an Food Organic Collection Service as specified under Clause 2 of the Food Organics Collection Specification and Clauses 4.7.1, 6.1, 6.2 and 6.3 of this General Specification.
'Food Organics'	means fruit and vegetables, meat, seafood (excluding oysters), bakery items, confectionary, dairy and food scraps.
'Garbage'	is the residual fraction of the waste stream remaining excluding the Recyclables and Garden 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 4.7.1, 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 Organic Collection Service'	means collection of Garden Organics Waste from all Garden Organic Service-Entitled Premises specified by the Council from time to time.
'Garden Organic Service-Entitled Premise'	means any Premise entitled to an Garden Organic Collection Service as specified under Clause 2 of the Garden Organics Collection Specification and Clauses 4.7.1, 6.1, 6.2 and 6.3 of this General Specification.
'Garden Organic'	means lawn clippings, leaf litter, cut flowers, pruned trees, shrubs, cuttings and branches which can be processed into compost or mulch. Garden Organic Waste specifically excludes Food Organic Waste, tree stumps, soil, plastic and material in plastic bags, non-organic material, treated, painted, stained or laminated timber, particleboard, plywood or wire contaminated material.
'Gross Contamination'	means <ul style="list-style-type: none"> (a) in relation to the Recyclables Collection Specification: <ul style="list-style-type: none"> all materials which are not Recyclable 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 (b) in relation to the Garden Organic Collection Specification: <ul style="list-style-type: none"> all materials which are not Garden 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, and (c) in relation to the Clean Up Specification:

Term	Definition
	<p>all materials which are not Clean Up Waste as defined in the General Specification, where it is evident upon visual inspection that excessive amounts of these materials are present within the presented waste, and</p> <p>(d) in relation to the Food Organics Specification: all materials which are not Food 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, and</p> <p>(e) in relation to the Textiles Specification: all materials which are not Textiles 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>
‘Good-will Property’	means a property that Council nominates for a collection service that does not pay the Domestic Waste Management Charge.
‘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, infectious materials 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’	<p>Means:</p> <p>(a) a Modern Award;</p> <p>(b) an enterprise agreement, as that term is defined in the <i>Fair Work Act 2009</i> (Cth)</p> <p>(c) a transitional instrument, as that term is defined in the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)</p> <p>(d) a Contract Determination; or</p> <p>(e) a contract agreement, as that term is defined in the <i>Industrial Relations Act 1996</i> (NSW).</p>
‘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.
‘Kerbside’	means the area adjacent to any road carriageway.
‘Key Result Areas’	means the measures set out in Clause 20.7.

Term	Definition
‘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’	<p>means the failure by the Contractor to collect Waste from any Mobile Bin or booking placed at the presentation location for collection by the end of the collection day in accordance with the Collection Schedule from any Premise within the Service Area. A missed service excludes:</p> <ul style="list-style-type: none"> • Waste reported as contaminated at the time of collection • Waste collected before 6pm on the day of service • Incorrectly presented waste • Waste proven as not presented • Bins obstructed from access, that cannot be collected both on an initial collection or on a follow-up collection by the Contractor by 6pm • Service requests with incorrect information • Service requests on an incorrect collection day
‘Mobile Bin(s)’	<p>means an appropriately designed container which may be used in connection with any of the Services that meets all requirements of Clause 9 of this General Specification and any additional requirements under the particular Collection Service Specification. There are three mobile bin types, being:</p> <ul style="list-style-type: none"> • Carry Bin – A bin without wheels and less than 80L in capacity (typical sizes are 50L, and 70L) • Wheel Bin – A bin with wheels 60L to 360L (typical sizes are 60L, 80L, 120L, 140L, 240L and 360L) • Bulk Bin – Greater than 360L (typical sizes are 660L, 1100L, and 1500L. This category also includes a small number of steel bins and bins that are up to 2000L in size that are no longer supplied, but have been in the past.
‘Modern Award’	has the meaning attributed to it in the Fair Work Act 2009 (Cth).
‘Multi-occupancy Premises’	means a property with more than one Premise. Also referred to as “Multi-Occupancy Dwellings”.
‘Nominated Facility’	means a nominated waste handling and/or transfer facility, 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.

Term	Definition
'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.
'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.
'Premises'	Any property in the City of Sydney that is required to pay the Domestic Waste Management Charge, or Good-will Property.
'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'.
'Property Owner'	The owner of a Premises.
'Recyclables '	means the following containers, packaging and products emanating from Service-Entitled Premises: <ul style="list-style-type: none"> • Newsprint and magazines, • Cardboard (except waxed cardboard) • Paper and paper products • Glass containers • Plastics numbered 1 to 7 inclusive • Aluminium • Steel and aerosol cans • any other Recyclables as agreed under this Contract.
'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 4.7.1, 6.1, 6.2 and 6.3 of this General Specification.
'Service(s)'	means all or any of the services to be performed by the Contractor as described in the contract documents.
'Service Area'	means the area indicated on service area maps attached to this General Specification, together with such additional Premises and changes to these maps that Council may nominate during the Contract Term providing such Premises are within Council's boundary.

Term	Definition
‘Services Commencement Date’	means 1 July 2019 for Garbage Collection Service, Recyclable Collection Service, Garden Organics Collection Service and Clean Up Collection Service. For Textile Collection and Food Organics Collection services this shall be nominated by Council anytime after contract execution and with a minimum of six months notice.
‘Service Levels’	means service levels as set out in Clause 20.9
‘Service Level Rights’	means the rights that may be exercised by the City in relation to a Service Level
‘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.
‘Textile Collection Service’	means collection of Textile Waste from all Textile Service-Entitled Premises specific by the Council from time to time.
‘Textile Service-Entitled Premise’	means any Premise entitled to an Textile Collection Service as specified under Clause 2 of the Textiles Specification and Clauses 4.7.1, 6.1, 6.2 and 6.3 of this General Specification.
‘Textiles’	means textile waste such new or used clothes, fabric clothing accessories, towels, curtains, bedding materials, shoes and handbags. Textiles waste specifically excludes jewellery and commercial textile waste.
‘Transport & Discharge’	means a rate that incorporates all costs associated with transport of collected waste from the Approximate Centroid to the Nominated Facility. The rate is applied for the actual net weight of all waste transported and discharged measured in tonnes at the weighbridge of the Nominated Facility. The rate is applied for the agreed Travel Distance.
‘Travel Distance’	means the shortest route measured in kilometres to travel one-way from the Approximate Centroid to the Nominated Facility suited for a heavy rigid vehicle. The Travel Distance for each Nominated Facility is included in Clause 27 of this specification. Where the Nominated Facility changes during the term of the Contract, the Travel Distance shall be changed by Agreement. Where a Nominated Facility is not open for the times set in Clause 27 of this specification, then the Contractor is entitled to claim the Travel Distance to an agreed alternative Nominated Facility.

Term	Definition
'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. In reference to a Service performed seven days a week, it means any day.
'Working Hour(s)'	means any time between 5am and 6pm on any Weekday, or 6am and midday on any other day or as agreed.

3.2 Contract Definitions

Where a word or expression is not defined in Clause 3.1 but is defined in the Contract, it shall have the meaning attributed to it in the Contract.

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.

The Contractors personell are representing the City and therefore by extension City's brand. It is critical that all personell performing Collection Services behave in keeping with the City's Code of Conduct, values, service standards and that they appreciate the importance of the City's global brand reputation.

4.2 Cooperation

The Contractor must at all times be co-operative with other contractors engaged by the Council, Council staff, users and the general public.

4.3 Proactive approach

It is a requirement of this contract that the Contractor and its staff be proactive in responding to requests for service to all sections of the community.

The Contractor will be required to accommodate reasonable requests by the Contract Manager, with a positive and proactive attitude, e.g. altering a Collection due to temporary road works, applying additional resources for a Special Event, going back to collect a Mobile Bin due to unforeseen circumstances, or assisting with provision of information for the Contract Manager.

The Contractor will share with Council responsibility for community education and promotion of Waste minimisation & recycling aspects of the Services.

The Contractor shall deliver a high standard of Service at all times that is responsive to the needs of the community and visitors to the City of Sydney.

4.4 General Operational Requirements

- (a) Waste Collection Services will commence on 1 July 2019 for Garbage, Recycling, Garden Organics and Clean Up (excluding mattresses). These services will continue to operate to the Contract Expiry date unless otherwise agreed. Other optional and trial services will commence and cease subject to instruction from Council and in accordance with the relevant Specification.
- (b) 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.
- (c) Notwithstanding (a), after emptying, Mobile Bins must not be left in a position which might impede pedestrian or vehicular movement.
- (d) The contents of Mobile Bins shall not be emptied into another Mobile Bin prior to servicing.
- (e) 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. The contractor shall carry with each collection vehicle equipment to contain and remove any type of spill that may occur in performing the Services.

- (f) 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.
- (g) Collection Vehicles shall remain stationary whilst emptying Mobile Bins.
- (h) The Services shall be performed with minimum noise, nuisance and disturbance.
- (i) Mobile Bins shall not be handled in a manner that may result in damage to the Mobile Bin. All bins with a capacity greater than 70 litres shall be mechanically lifted.
- (j) De-gassing of white goods will be undertaken by the Waste Processor.
- (k) The Contractor shall make a booking for collection of any damaged bin or Dumped Waste when observed.
- (l) The Collection Schedule must be adhered to.
- (m) When performing any of the Services, if illegally dumped waste is observed that is not already booked for collection, the Contractor is to book it in, with a photo record, and place a sticker on the waste item. This includes illegal dump waste that others must collect (such as gas bottles).
- (n) When an obstruction prevents the service from occurring, and it is not practical to wheel bins or carry waste to the nearest point a collection vehicle can reach, then:
 - For premises with Wheel-out and Wheel back or On-Property collection the cleaner/building manager shall be immediately notified if relevant, and requested to clear the obstruction with a photo and description if applicable.
 - For all premises advise the Council immediately, and where Council may assist in clearing the obstruction then advise Council of the nature of the obstruction with a photo and written description.
 - Return and re-attempt to render the service by 6pm that day. If the obstruction remains and it is not possible to render the service, then the Contractor shall immediately notify Council and the cleaner/building manager if relevant, and place a sticker on each bin/waste item where practical. The obstructed services are then to be added to the Collection Schedule for the subsequent day, and the Contractor shall be entitled to claim for the collection on both the current day and the subsequent day.

4.5 Transition-In Management

Within eight (8) weeks of execution of contract the Contractor shall provide a draft Transition-In Service Plan. This must include a program of all transition in activities for all Transition In Services, being:

- (a) Bin Replacement and Inventory Management – Bin rollout approach, timing, system details and updating of Councils records as well as details of how the inventory will be undertaken and managed;
- (b) Data Management Implementation – A delivery plan meeting the requirements of Clause 23;
- (c) Security Access Implementation – A delivery plan meeting the requirements of Clause 4.8.6;
- (d) Data Collection – Plan for the Audit to collect the following data requirements:

- Presentation Location. For each service-entitled premise for each type of waste including trial wastes. This include spatial coordinates and unique instructions required to access the presentation location, as well as the day/s and frequency of service.
 - On-Property and Wheel-in and Wheel Back Properties. Recording of which properties have these services, and then:
 - contact details of the Cleaner and/or Building Manager (email, mobile),
 - current security/entry controls,
 - assessment for Security Access Implementation Program (Clause 4.8.6), including upgrade to GAR 3 key safes and provide report.
 - assessment for and determination of location and capacity needs for future food organics and textile bins (Clause 9.3), including any possible swap of bins required and provide report.
 - assessment for Sign Replacement Program (Clause 4.8.10), including size of new signs, location of signs, removal of old signs and provide report.
 - assessment for Bin Size & Service Optimisation Program (Clause 0), including discussions with representatives of property and provide report
 - Bin Register (Clause 4.8.14). Recording the service-entitled premises related to every bin, waste type, capacity, condition, serial number and labelling of bins. Provide report with recommendations to large scale bin replacement, and identifying rates anomalies for resolution;
- (e) People Management Plan – Detailing roles and responsibilities, experience and qualifications required for each role, appointed personnel and business continuity plans;
- (f) Plant Plan. Refer to Clause 13.2 for further details; and
- (g) Collection Schedule. Refer to Clause 4.7 for further details.
- (h) Customer Service Plan – how complaints will be handled and timing including where complaints are to be directed and how they will be dealt with and response times;
- (i) Operational Procedures – including collection, missed services, bins repair, provision, recycling.

Council will have up to four (4) weeks to comment. The final version shall be provided to Council within two (2) weeks.

4.6 Collection Days and Times

4.6.1 Days and Frequency 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.

The collection of waste must be on the day of the week as nominated in the Service Area Maps.

Council may, with 3 months notice request for the Contractor to change the limit of any service area or service frequency. Where any change in service area or frequency occurs, the Contractor is entitled only to claim on the basis of the applicable Schedule of Rates items.

4.6.2 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 6.00a.m., in all other areas;
- (d) after the Finish Time, being 2.00 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. The Council shall approve changes prior to the special Collection Service.

The Contractor shall ensure collection timing is planned to minimise impacts to the community. This includes collections vehicles not operating in school zones, and where there are peak traffic volumes on major roads. The Council may at any time direct the Contractor to modify service times to minimise community impact.

4.7 Collection Schedule

4.7.1 List of Addresses

On execution of the contract the Council will provide the Contractor with a complete listing of the addresses of all Service-Entitled Premises under the Contract. This list will include On-Property Collections in accordance with Clause 4.8.2 of this General Specification. The Council will during the Contract Term provide updates to the Contractor of changes to the Service-Entitled Premises under the Contract.

The Contractor is responsible for reviewing and providing updates to the List of Addresses as part of the Transition-In Management services within Clause 4.5 and wherever there is a change to a bin.

4.7.2 Provision of Collection Schedule

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

An updated version of the Collection Schedule (including a map of the proposed collection routes) must be submitted to the Council for Approval no later than six months 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 On-Property Collection, in accordance with Clause 4.8.2 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.

4.7.3 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.

4.7.4 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.

Where a change in Collection Schedule will impact customers, the City will be responsible for communicating such changes with the community through letterbox drops, signage within properties and the City's website.

4.8 Collection Point

4.8.1 General

Services will generally be undertaken from the kerbside, side or rear lane adjacent to each Premise, or through On-Property or Wheel-out and Wheel-back as specified in Clauses 4.8.2 and 4.8.3 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.

4.8.2 On-Property Collections

Where a single or multi-occupancy Premise is deemed by Council to require a 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 five minutes to the same location or bin bay from which it was first removed. Bins are not permitted to be moved out from the presentation location in advance of the waste collection.

The Contractor's Representative and the allocated Contractor's employee shall visit all On-Property Collections prior to the first Service being undertaken at the Premise, to confirm storage locations of Mobile Bins and access arrangements. The Contractor is responsible for the management of the keys and the maintaining of the associated key safe at all locations where the bins require a key for entry. Where the Contractor leaves a property unsecured, the Contractor shall contact the Building Manager and take all reasonable action to ensure building security issues are managed.

The vehicle access to such premises does include buildings with low height clearance, narrow vehicle paths and tight/limited turning circle. The contractor shall ensure they have vehicles and processes to accommodate for these situations. The bin storage areas may have special conditions such as compaction units and/or specialised waste management requirements, and the Contractor will ensure these are catered for in collections arrangements. The schedule of rates for the actual bin volume capacity will apply in this instance.

Council may approve a change to the On-Property Collections at anytime throughout the Contract Term. On each occasion where an On-Property Collection service is performed, the

On-Property Collection rate within the Schedule of Rates will apply, as well as the Collect Bin Rate for the actual bin volume capacity serviced.

The presentation location for Clean Up Collections relating to these properties will be by agreement. It may either be at the kerbside, or within the property.

4.8.3 Wheel-out and Wheel-back Collections

The Contractor shall provide a wheel out – wheel back Collection Service to certain multi-occupancy dwellings. Wheel-out and Wheel-back services are limited to only within ten metres of a property boundary from a street frontage. For any service requiring the a distance beyond the ten metre distance, then they will be classed as On-Property Collections.

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 five (5) minutes to the same location or bin bay from which it was first removed.

Council also has communal bins used by Single Premises. This includes below surface bins on hydraulic lifters. There is no additional schedule of rate applicable for a Wheel-out and Wheel-back service beyond the schedule of rates for the actual bin volume capacity that applies in this instance.

The presentation location for Clean Up Collections relating to these properties will be by agreement. It may either be at the kerbside, or up to ten metres within the property from the street frontage.

4.8.4 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 Multi-Occupancy dwellings, 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.

4.8.5 Security access to Private Properties

Where the Contractor must enter private property to access bins, and there is a form of security entry (such as a key, access button or keypad code) the City requires either:

- (a) a key safe on location. This shall be supplied and installed in accordance with Clause 4.8.8, or
- (b) the keypad passcode to be recorded as part of the City's records.

The Contractor is responsible for the management and maintenance costs relating to security access. This includes all management and costs relating to lost keys/buttons, changes to keys/buttons made by the building manager, batteries for access buttons, updating records for entry passcodes and key safe locations.

The Contractor is also responsible for the continued updating of the City's records that record:

- (a) The coordinates for the location of the key safe or entry key pad;
- (b) A description of the key safe or key pad location; and
- (c) Site Contact name and phone number for security access.

Where a key safe is required, or must be replaced, the Contractor will manage all arrangements for the supply and installation of key safes and the Contractor is entitled to be paid for this Service in accordance with the Schedule of Rates.

4.8.6 Security access implementation

The City has partly implemented a rollout of key safes. The City has no records for keypad passcodes. As part of transition in activities the Contractor must complete an audit of all properties with security access, and then complete the rollout of the following security access arrangements:

- (a) For locations with a key or button access - Provide a City key safe on location where it does not exist or is agreed to be inadequate;
- (b) For location with a keypad passcode, record the entry code;
- (c) Replace all GAR1 and GAR 2 keys with GAR 3 keys on existing key safes; and
- (d) Provide a full dataset to the City in accordance with the requirements of Clause 4.8.5.

4.8.7 Ownership and responsibility of Security access items

The building manager is the owner of all key safes and any key or button held within the key safe. If the key safe is damaged during the term, the Contractor shall make arrangements with the building manager to have all necessary repairs undertaken. Where the Contractor has damaged the key safe, the Contractor shall arrange for repairs at no cost. Where others have damaged the key safe, the Contractor shall ensure the building manager pays all costs for the reinstatement of the key safe. At the Expiry Date the Contractor shall ensure all key safes remain in place, containing all access keys and buttons, and the dataset as defined in Clause 4.8.5 is current. Throughout the contract the Contractor shall be responsible for the secure management of all keys and to have these returned to the Council at contract completion. Where the Contractor identifies that a master key used by collection crews is lost, it shall be responsible for the costs of replacing all locks and keys with a new key system.

4.8.8 Key Safes Specification

Key safes shall:

- a) Have a metal construction with corrosion protection and no signs of corrosion;
- b) Not be damaged in any way that impacts their performance;
- c) Be located within the private property;
- d) be firmly affixed to a wall or post and be closely located to any lock that needs to be opened;
- e) Have no labelling on the exterior;
- f) Have a GAR3 lock that freely turns, where the key may only be removed when the lid is closed and locked;
- g) Be no larger than 200mm x 200mm x 50mm; and
- h) Have a hinged opening flap.

Any change from the above is subject to approval by Council.

4.8.9 Signage within Properties Specification

For any new property or property with a change in in waste services, the Contractor shall be responsible for any changes in signage requirements.

4.8.10 Sign Replacement Program

As part of transition in activities the Contractor must complete a sign replacement program for all properties with On Property Collection and Wheel-out and Wheel-Back collection. New Signs (supplied by the Council) will be required for the following locations:

- Each location where garbage waste and recycling is placed in a chute
- Garbage Presentation Location
- Recyclables Presentation Location
- Garden Organics Presentation Location
- Bulky (Non-Putrescible) Items Clean Up Presentation Location
- E-waste Clean Up Presentation Location
- Metals Clean Up Presentation Location
- Whitegoods Clean Up Presentation Location
- Food Organics Presentation Location
- Textiles Presentation Location

By Agreement some of the above may be on one sign. There will be multiple sizes of signs available to suit particular circumstances.

The Contractor shall audit all premises with On Property and Wheel-out and Wheel-back service. This will include collaborating with the Cleaner/Building Manager on the appropriate location for the presentation of each waste type and suitable position for the sign.

The Contractor shall be required to collect all signs ordered from Council, mount these signs and ensure they remain in place over the term of the Contract. The Contractor shall also remove any old signs, take them away from the property and appropriately dispose of them.

4.8.11 Bin Size & Service Optimisation Program

The Contractor shall audit all premises with On Property and Wheel-out and Wheel-back service to consider all opportunities to optimise bin sizes and services at the premises. Council will provide supporting information that may be shared with the Cleaner/Property Owner for this program. This will include collaborating with the Cleaner/Building Manager to achieve any of the following where possible/ practical:

- Substitute 240L bins with 1100L bins (Garbage, Recycling, Garden Organics)
- Substitute 1500L or 2000L bins with 1100L bins
- Reduction in the number of times each week a property is serviced (including any changes to bins required for this change).
- A change in bins with the introduction of the Food Organics Service.

At completion of the audit a report shall be prepared for the Councils consideration recommending any optimisations improvements. Council will advise the Contractor of accepted changes. The Contractor shall then be responsible for booking and implementing these changes. This will including updating of bin registers and Councils rates records.

4.8.12 Ongoing Bin Service Optimisation

The Contractor and Council will collaborate on other bin and service optimisation programs during the contract term. This is expected to consider the future of carry bins, trials, changes to bin sizes /types and reducing the frequency of service collections. In any such circumstances, the Contractor will provide a service of placing Council provided stickers on bins to advise properties of service changes where they are proposed at no additional cost.

4.8.13 Bin Register

The Contractor shall establish and maintain a bin register through the life of the Contract. This shall include the ongoing live update of Council data records for bins and associated rates. The data to be held shall include every bin owned by the City, current status (stored, active, disposed), related Service Entitled Premise, waste type, purchase date (where new), recycled content (where new), RFID number (where new), capacity, condition, service frequency and serial number.

Any repairs and associated costs are to be recorded to the bin asset.

Any change in the bin capacity that increases ongoing service costs or changes rates charges to a Service Entitled Premise will require Council Manager approval.

At the time of any bin provision, repair or replacement occurring, the Bin Register shall be updated. As data is updated, superceded data shall remain stored and accessible.

During the performance of services the Contractor shall only service City owned bins. The only exception to this is customer supplied bins used with compaction devices or Council approved bins greater than 1100L capacity. Where a bin label or sticker is missing or there is a question of ownership of the bin, it will be the Contractors responsibility to inspect, re-label and ensure the Bin Register remains current.

At the bi-yearly anniversary of the commencement of collection Services, Council may request for the Contractor to complete a full field audit to validate the Bin Register. The Contractor shall report to Council on the outcome of the field audit and manage any changes to the Bin Register and rates records accordingly.

4.8.14 Bin Register Establishment Program

During the Transition-In phase the Contractor shall complete a Bin Register Establishment Program. This shall include

- the establishment of the Bin Register as an electronic live and on-line database that may be accessed by Contractor and Council staff (to Clause 4.8.13),
- establishment of systems to ensure Council records automatically update and to obtain any approvals for bin changes and changes to Councils rates records,
- field audit of all existing Council owned bins,
- fitting of a Council approved and Contractor provided identification label,
- removal of inappropriate labels and fitting of new Council supplied waste education labels (to an agreed standard with the Contractor),
- coordination with the existing service provider to ensure any changes to bins that occur after the audit are updated in the Bin Register by the Contractor,
- Report recommending bins for large scale replacement,
- Ongoing coordination with Council for any discrepancy between the Bin Register and the rates applied to the Property. The Contractor shall be responsible for liaising with the customer where such a discrepancy occurs. This will involve obtaining agreement from the customer where changes to rates will occur. Any changes to bins (approved by

customer and Council) resulting from this agreement will then be booked by the Contractor, and where possible done as part of a large scale bin replacement program.

The field audit activity will include identification of Council owned bins. It is anticipated that the Contractor shall advise customers using a sticker and a Council provided letter to ensure they present all bins over a series of weeks (whether they contain waste or not) so they are included in the Register and are re-labelled. There is likely to be bins not presented during this time and the Contractor will continue to monitor, register and label presented bins through to the commencement of collection services.

5 Delivery and Ownership of Materials

Material delivery and ownership is specified in the particular Service Specification. Delivery locations are nominated in the Annexure to this General Specification.

6 Altered, New, Ceased and Special Services

6.1 New Collection Service

When the Contractor is directed by Council 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. The Contractor shall make adjustment to the mobile bin inventory and commence claiming for the service in accordance with the Schedule of Rates. Delay in providing such information may delay payment to the Contractor for such Services.

For new multi-unit premises with Wheel-out and Wheel-Back services or On-Property Services the Contractor shall inspect the site with Council and confirm:

- Confirm any issues with the property that prevent the service
- Agree on the bin configuration and provision timing
- Confirm presentation locations, and fit new signage
- Fit any required security key safe (to CI 4.8.5)
- Update the Bin Register and Councils records for Rates and property contacts.

6.2 Altered 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 Council may direct that the Contractor empty Mobile Bins at a Service-Entitled Premises at a different frequency. The Contractor must commence servicing the Mobile Bins at the new frequency from the next day on which the Service is performed in the area in which the Premise is located. Council may direct that the different frequency is to operate for a fixed term after which the service shall change back to the former arrangements.

The Contractor shall make adjustment to the mobile bin inventory and commence claiming for the altered service in accordance with the Schedule of Rates. Delay in providing such information may delay payment to the Contractor for such 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 the clauses following where alternative arrangements for collection are made by the Customer:

- (a) Clause 9 of the Recyclables Specification,
- (b) Clause 8 of the Garden Organics Specification,
- (c) Clause 8 of the Clean Up Specification,
- (d) Clause 8 of the Food Organics Specification, and
- (e) Clause 8 of the Textiles Specification

Other examples where a property may have a cessation of services includes where the property is vacant for a period of time, or when a property is subject to redevelopment.

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. The Contractor shall make adjustment to the mobile bin inventory and cease charging to service the property.

Council may choose at any time to cease the requirement for a Textiles collection or Food Organics collection, with six months notice. Where this cessation relates to a Multi-occupancy premise with either Wheel-out and Wheel-Back service or On-Property Services, then the Contractor shall visit the property and coordinate the removal of the service with the Building Manager, place Council provided information in all letter boxes and remove bin room signage. The Contractor shall remove bins and manage enquires through the Website and Customer Service Hotline on in accordance with the Schedule of Rates accordingly.

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.

The Contractor shall update the bin inventory and shall claim for services provided in accordance with the Schedule of Rates for any change in bins or services.

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

- (a) Clause 9 of the Recyclables Specification,
- (b) Clause 8 of the Garden Organics Specification,
- (c) Clause 8 of the Clean Up Specification,
- (d) Clause 8 of the Food Organics Specification, and
- (e) Clause 8 of the Textiles Specification.

The Contractor must develop procedures for Customer and Council notification related to non-collection and Mobile Bin 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 Contractor shall develop and maintain an on-line database that may share data with Councils own systems 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 4.4 of this General Specification, with the exception of
 - i. Clean Up waste
 - ii. Additional bundled or bagged Garden Organics alongside a Garden Organics mobile bin, or instead of a Garden Organics Bin.
 - iii. Additional cardboard alongside a Recyclable mobile bin; 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 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 one (1) 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. Notification shall be in real-time through an on-line data sharing portal.

7.4 Mobile Bin Presentation Problems

Customers have a responsibility to present Mobile Bins 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 4.8.1 and 7.4.3 of this General Specification. In the instance where a Multi-occupancy Premise has presentation problems, the Contractor shall liaise with a building manager in lieu of the Customer where appropriate.

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 Contractor provided notice, by way of written communication with a photo of the issue to a cleaner/building manager where relevant, or where not possible then with a sticker on the Mobile Bin, specifying the problem, to a form approved by the Council. . The Council must be advised of the address of the Premise and the Mobile Bin presentation problem immediately.

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 immediately provide the Customer with a Contractor provided notice, by way of written communication with a photo of the issue to a cleaner/building manager where relevant, or where not possible then with a sticker on the Mobile Bin, specifying the problem, to a form approved by the Council. The Council must be advised of the details of the Premise and the Mobile Bin presentation problem immediately.

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 Contractor provided written communication including a photo of the issue, with the form and wording approved by the Council, immediately upon the incident having 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 one (1) working day 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.

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 immediately forward all service complaints to the Contractor for rectification and reporting via an on-line service, and other means where required. Complaints and enquires are separately recorded as:

- (a) Spilt Material,
- (b) Missed Service, or
- (c) General Complaint.

The Council will be the primary point of contact for the booking of Services. Separate bookings will be managed and provided to the Contractor for:

- (a) New, altered or ceased services for Service Entitled Premises,
- (b) Garden Organics booked Services (where not a permanent service),
- (c) Clean Up booked Service,
- (d) Food Organics booked Service (where not a permanent service),
- (e) Textile booked Service (where not a permanent service), and
- (f) Bin Repair or replacement.

Council may, with six months notice, request the Contractor to take responsibility for managing waste related complaints or enquiries. Where the Contractor is managing waste related complaints or enquiries for at least a term of two (2) years Council may, with six months notice, then advise the Contractor that Council will take responsibility for managing waste related complaints or enquires.

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 data file export, telephone, 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. The Contractor shall be required to advise the Council of planned immediate action within one hour of receipt during Working Hours. Where no action

is advised within the required time, Council will immediately be sent advice that the issue requires escalation.

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. Council will be advised on the estimated time for completion of the rectification, and where possible the customer shall be advised either by email, text message or photo call.

If the complaint is about spilt material(s), the Contractor must clean it up within three (3) hours of notification.

If the complaint is about a missed collection and is received by the Contractor before 4:00pm, clearance must be effected that day. For later notification, then:

- (a) For Multi-Occupancy Dwellings, the clearance must occur by 8am on the following day.
- (b) For all other properties 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 4.5 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 on a live basis when the status of the complaint has changed. 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.

8.7 Contractor Managed Customer Service (Option)

Where directed by Council, the Contractor shall be responsible for domestic waste related Customer service under this Contract and shall be the principal point of contact for Customer enquiries and complaints about Services.

8.7.1 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. This system shall be capable of immediately updating Council records for such issues.

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 24 hours a day on all days while Contractor is responsible for the service.

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

- (a) establishment of a 1800 hotline number
- (b) ability to have calls transferred from Councils customer service centre
- (c) ability to transfer a call to Councils customer service team
- (d) customer service officers trained in accordance with the City's Contact Centre Standards,
- (e) recording of all calls,
- (f) Details of the customer interaction and outcome are passed through to the City's Pathway system so the City maintains visibility of the customer and their interactions with the City
- (g) Establish a Customer Satisfaction Survey for the City to monitor customer sentiment; this would be administered by Customer Service
- (h) recognised comprehensive telephone monitoring system that records number of calls, time of calls and unsuccessful calls
- (i) personal computers of sufficient processing capacity and speed to efficiently track calls and receive and respond to emails
- (j) Collection and monthly reporting of data and performance information such as the Grad of services (portion of calls answered within 30 seconds, Abandon Rate, Quality Score, Attrition rate, utilisation rate.
- (k) Dedicated call queue and terminating number/point
- (l) Ability to send files to City for upload into Pathway
- (m) Copy of their agent quality monitoring program including volume of monitors per agent per month
- (n) call forwarding and telephone call diversions.

8.7.2 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.

8.7.3 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 as soon as practical following notification.

If the complaint is about a missed collection and is received by the Contractor before midnight 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 4.5 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.

8.7.4 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.

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*. For 50 Litre and 70 Litre bins, Council will provide approval for a bin proposed by the Contractor;
- (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 individually numbered, and will show address of the Premise that the container is assigned to, with high quality indelible stickers, approved by Council;
- (g) have waste education information on them as approved by Council. For new bins, they will be heat stamped with a serial number, Council logo and education information, and will have an indelible stickered as directed by Council. For existing or reused bins this shall be an indelible identification sticker;
- (h) the food organics bin will have an additional sticker being 50mm wide white reflective tape across the lid to further distinguish this bin from regular garbage bins; and
- (i) Where new, shall contain an RFID chip (for potential use in the future).

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 Specifications for Food Organic Bins and Liners

Unless otherwise approved in writing by the Council, Food Organic kitchen caddy bins used in the performance of Services must accord with the following specifications:

- (a) Be between 5L and 7L in capacity;
- (b) be sealed (except for the lid), and come with hinged lid;
- (c) contain a minimum of thirty percent (30%) Australian Post Consumer recycled content;
- (d) where reasonably possible, be made in Australia;
- (e) be stickered as required with Contractor supplied stickers detailing waste education information and contact details for further liner bags, approved by Council; and

Unless otherwise approved in writing by the Council, Food Organic kitchen caddy liners used in the performance of Services must accord with the following specifications:

- (a) Be between 7L and 8L in capacity and be large enough to over hang the caddy bin by 100mm;
- (b) Have a shelf life of 2 years when kept in recommended storage conditions;

- (c) Be compostable and meet the requirements of AS4736 and AS5810; and
- (d) Be supplied in rolls of at least 70 bags.

9.3 Overview of Mobile Bin Supply, Maintenance and Ownership

All Mobile Bins as well as Food Organics Caddy bin and liners are Council owned once initially delivered to a premise. When a bin is deemed as requiring recycling or disposal, the bin remains the property of Council until destroyed. The Contractor shall supply and maintain all Mobile Bins, Caddy Bins and liners for Service-Entitled Premises to a Council approved framework.

The Contractor shall manage the initial supply to all customers to the following arrangements:

Item	Initial Distribution Needs
Garbage, Recyclable and Organic Bins	<p>There are garbage Mobile Bins in the former South Sydney Council area that are over 15 years old and near the end of their useful life. There are mobile bins throughout the Council area that may have been moved, reused or damaged and are in poor condition and therefore near the end of their useful life. As part of the initial bin audit service, the Contractor and Council will agree on a framework for inspection and condition rating of bins. It is anticipated that a substantial quantity of existing garbage bins in the former South Sydney area will require replacement. Following the initial bin inventory audit the Contractor shall nominate bins for large scale replacement, and these shall typically be Condition 4 and 5 bins. Subject to Council approval the bins will be replaced within eight (8) weeks of commencement of waste collection services.</p>
Food Organics Bin	<p>The Food Organics service will apply to both opt-in single-occupancy premises and to multi-occupancy dwellings, and the initial distribution will be to multi-occupancy dwellings of at least 50 premises. Where requested by Council, a Food Organics Mobile Bin may be provided in multi-occupancy dwellings of less than 50 premises.</p> <p>As part of the initial bin audit service the Council and the Contractor shall agree on a framework to assess in what situations an existing Garbage Mobile Bin may be repurposed to be a Food Organics Mobile Bin. The Contractor shall recommend for Council approval whether the Food Organics Bin shall be a repurposed Garbage Mobile Bin, or an additional new bin.</p> <p>The Food Organics Mobile Bin proposed is a 60L bin for any Single-occupancy premises, 120L bin for any Multi-Occupancy dwelling up to 50 Premises, One 240L bin for any Multi-Occupancy dwellings between 50 to 100 Premises, and an additional 240L per every 100 units or part thereof.</p>
Food Organics Caddy & Liner	<p>To be distributed to all customers that have a Food Organics Bin. One caddy for every customer as well as at least 200 liner bags per caddy.</p>
Textiles Bin	<p>To be distributed to Multi-Occupancy dwellings with at least 50 customers. One 360L bin for any Multi-Occupancy dwelling up to 100 units, and an additional 360L per every 100 units or part thereof.</p>

Item	Initial Distribution Needs
RFID for Bins	To be fitted to every new mobile bin. Each RFID shall be linked to the Mobile Bin serial number.

There will be circumstances where a Multi-Occupancy dwelling cannot have the above prescribed bins such as when there are space issues or where the volume of waste is not aligned with the bin capacity. In these cases the Contractor shall seek Councils approval for an alternate bin arrangement and then undertake all necessary tasks to implement the new arrangements.

During the Contract Term, Council may seek for the Contractor to complete a large scale replacement of bins (over 5000). In such situations circumstances the same schedule of rates used for the initial distribution shall apply.

Council may during the Contract term ask the Contractor is expand or reduce the Textiles or Food Organics services to premises. The standard Schedule of Rates items shall apply in this instance.

10 Mobile Bin Supply

10.1 Introduction – Contractor Supply of Mobile Bins

This Clause relates to all Mobile Bins, Caddy Bins and Caddy Liner supply Services as detailed in Clause 9.3 of this General Specification. At any time during the Contract Term, Council may with six(6) months notice terminate the supply of food organics bin liners.

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 the Customer 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;
- (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. RFID's are required to be fitted to all new Mobile Bins.

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

10.5 Initial Supply of Mobile Bins

Within eight (8) weeks after the Collection 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 Contractor will supply a list of addresses as specified under Clause 4.7.1 of this General Specification. The Council will then provide the Contractor with an approved of list of bins to be supplied.

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.

For multi-occupancy premises, delivery of the mobile bins shall be coordinated between the Contractor and the building manager and placed in an agreed location.

For multi-occupancy premises with a building manager, the Caddy bins and liners for the Food Organics shall be left with the Building Manager and the Contractor shall distribute a Council

approved letter to each individual property tenant inviting them to collect and utilise the Caddy. At an agreed timeframe all Caddy bins not used shall be collected by the Contractor for use elsewhere for Councils customers.

The timing of the initial rollout of replacement bins is expected to be a separate timing to the rollout of Textiles and Food Organics bins.

For multi-occupancy premises without a building manager, the Contractor shall distribute a Caddy bin to each individual premise front door where possible, or otherwise nearby the entry to the building/property. The Contractor shall allow for one return trip to each Multi-occupancy Premise to recover caddy bins and liners not taken for use by the property tenant.

Once per year the Contractor will seek Councils approval to undertake a large scale rollout of food organics caddy bin liners. Upon approval by Council, the bin liners will be supplied and placed in a Contractor provided vessel nearby the Food Organics Bin in each Multi-occupancy premise. The Contractor shall also place in the letterbox of all premises of the Multi-Occupancy dwelling a Council approved letter advising of new liner bag distribution and associated waste education information. The Contractor shall provide at least 200 liner bags per premise. Within an agreed period with Council the Contractor shall return to all premises where liner bags were distributed, and recover any liner bags not taken by the building tenants.

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. For single-occupancy premises this will be Council supplied brochures. For multi-occupancy premises Council will provide brochures and site signage, and the Contractor to mount signs and liaise with the building manager to have these distributed.

10.8 Retrieval of Obsolete Mobile Bins

On delivery of a replacement Mobile Bin, the Contractor must retrieve the former Mobile Bin where available. Where recovered, the Mobile Bin shall be required to be either:

- (a) recycled where it is practicable; or,
 - (b) disposed where a practicable recycling option is not available,
- as agreed by the Council.

The Contractor shall ensure that any obsolete or misplaced Mobile Bin is recorded as such on the bin inventory, and is therefore no longer part of the collection service.

10.9 Serial Number & RFID

Upon any known change in Mobile Bins, the Contractor must maintain for Council a live and current bin inventory with the serial number and any RFID tag details of each Mobile Bin delivered to Premises and the address of the Premise to which it was delivered. The format of all data shall be approved by the Council. The Contractor will also record bin details and reason for those bins no longer in service (retrieved as obsolete or that have gone missing).

10.10 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

11.1 Introduction – Contractor Repair and Replacement

This Clause relates to all bins as detailed in Clause 9.3 of this General Specification. The Contractor shall propose a draft framework for application and decision making on site to determine whether a bin is repaired or replaced. Council will then provide the Contractor with an approved framework to apply. The Contractor shall claim for bin repair or replacement services in accordance with the Schedule of Rates.

11.2 Repairs and Maintenance

The Contractor must effect repairs to and maintain all Mobile Bins during the Contract Term or any extension of the Contract Term. The Contractor shall also recycle all retired bins. Council owns all bins supplied until such time they are destroyed as part of the recycling process.

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 Contract Term or any extension of the Contract Term.

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 Contract Term or any extension of the Contract Term.

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 Condition 2 or 3 Mobile Bins that are in good order, Council owned, 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 on the next allocated day as defined in the Collection Schedule.

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, on the next day as nominated in the Collection Schedule.

11.9 Contractor to Advise and Replace

The Contractor shall assess the Condition of the Mobile Bin in each case where there has been a request for repair or replacement. Attachments to a bin such as the lid and wheels shall be replaced where they are Condition 4 or 5, and the bin body is Condition 3 or better. Where a bin is lost or in Condition 4 or 5 it shall be replaced along with all attachments. All damaged bins body's and attachments are to be recovered by the Contractor for recycling where possible, or otherwise disposed.

The Contractor's employees must arrange for the repair or replacement of Mobile Bins that are not serviceable. This will include recording the condition by way of a photo in each instance where a bin is identified as needing repair or replacement. At the completion of the repair the Contractor shall update the bin condition record.

The Contractor is responsible for arranging the bin repair or replacement service with the Customer. 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. For Multi-occupancy dwellings, the Contractor shall coordinate delivery with the Building Manager.

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.

11.11 Bin Audit and Inventory

Prior to the commencement of collection services, and biannually by 30 June of that year, the Contractor shall complete a full bin audit and update of bin inventory. The bin inventory is relied

upon for the the charging of the Waste Management Charge to service-entitled premises, and is used to monitor the condition of the bin assets. The audit includes:

- (a) A bin condition rating, in accordance with the next clause;
- (b) Identification of the what premise a bin is related to. As part of this task the Contractor shall review the existing Council database for bins. If it has not been possible to identify the premise, the Contractor shall fix a temporary Council Approved sticker to the bin seeking for the premise to report back on which premise it belongs to. The Contractor shall allow to visit the bin location until the premise and bin ownership is resolved. Where a bin cannot be related to a premise, with Councils approval it shall be collected for reuse or disposal;
- (c) Supply and installation of a Council Approved indelible Bin Identification sticker where the sticker does not exist. This Identification sticker will include the property address;
- (d) Recording of the bin serial number, RFID, bin capacity and waste type;
- (e) Report of any damage warranting repair;
- (f) Recording and or update to any bin presentation information, including geospatial coordinates and any special arrangements required to collect the bin;
- (g) Recording of the presentation type (street presentation, on-site, etc); and
- (h) Fitting of any Council Supplied waste education stickers where missing or no longer current.

At the same time as the the bin inventory audit, the Contractor shall also complete or update the on-site collection database, including

- (a) Any contact details for the building manager/contact, including mobile phone number, email, and any security company contact details;
- (b) Review of on-site bin storage arrangements are adequate, and where not recommending what should be changed;
- (c) Recording where any waste education signage is missing or outdated;
- (d) Evaluation of whether the premise has the ideal bins to suit the various waste streams, and recommendations for any changes;
- (e) Review the access arrangements and ensure they are current, including geospatial position of any key safe;
- (f) Type of key required for entry, and Council security key type; and
- (g) Evaluation of locations for storage of Textiles and Food Organics bin (Initial transition In audit only), and recommendation of bin location and capacity.

11.12 Condition Rating

The following bin condition rating system shall be used where Mobile Bin is referenced as part of this specification:

- Condition 1 – New as supplied.
- Condition 2 – Good condition with minimal wear.
- Condition 3 – Average condition and wear.
- Condition 4 – High levels of wear, can function, but has limited life.
- Condition 5 – Beyond repair and cannot be used.

11.13 Specifications for Data Management

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

- a) The Contractor is responsible for the updating of all data;
- b) Data shall be updated at the occurrence of a Service and shall be made available to Council at all times;
- c) The Data Management system must be on-line, live, secured and regularly backed-up;
- d) Each Bin shall be linked to the correct property;
- e) Data recorded shall include coordinate of presentation location, waste stream type, date bin delivered/tagged (whichever is later), capacity, condition (1 to 5 rating) and frequency serviced per week. The Contractor shall implement and continue to maintain an on-line management system for bin data;
- f) The Data Management System shall be suited to record the date and time of Service of any repair, replacement, temporary inability to provide any Service to a bin and why, proposed date/time to return where the Service was not provided as planned, Contamination, over weight or any other presentation issue;
- g) Where data cannot be immediately on-line, the Contractor shall manually enter all data relating to Contamination, over weight, presentation issues, bin repair or replacement on the same day as the Service, and
- h) All data shall be owned by the City.

11.14 Implementation of Bin Data Management System

The Contractor shall ensure that the Bin Data Management System can be easily accessed by all Contractor's staff providing Services to Council to permit all data to be updated at the time of the Service being provided.

The Contractor shall work with the City to ensure data from the Bin Data Management System can automatically integrate with the City's records both at implementation and throughout the Contract Term. The Bin Data Management System shall be fully implemented and operating before the commencement of Collection Services.

The Council may look to use the same Bin Data Management System for other bins outside those which form part of the services (such as street litter bins). The Contractor shall permit this use, and Council will be responsible for all costs relating to this additional use should the need arise.

11.15 Analysis and Actions for Bin Data Management System

The Contractor shall utilise the Bin Data Management System to analyse and self manage performance. This shall include

- a) Daily exception reports, prepared and forwarded to Council for
 - i). Bins collected missing an identification tag
 - ii). Bins collected outside agreed times, and reason
 - iii). Missed Services, and reason
 - iv). Any issues with customers
 - v). Any spills requiring clean up
- b) Trend analysis.

12 Ownership of Mobile Bins

12.1 Introduction – Council Owns Mobile Bins

This Clause relates to all services as detailed in Clause 9.3 of this General Specification:

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 time of initial delivery to the premises.

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.

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 maintained to the standard set in Clause 13.7 through the Contract Term.

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 property entry standards and Mobile Bin sizes required by Council. This includes multiple lifting combs, bin management system and video equipment for Contamination monitoring of the hopper and exterior of vehicle.

All Collection Vehicles must be fitted with an automatic braking device, which engages when the driver alights from the Collection Vehicle. No crew are permitted to ride on the truck outside of the driver cabin. All Collection Vehicles must be fitted with rear view colour video 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 Plant Plan

The Contractor shall provide to the Council a Plant Plan containing a description of all Collection Vehicles to be used in the performance of the Contract. Details shall include:

- (a) the vehicle, plant and equipment type and manufacturer's name; and
- (b) for compactors, also detail body type, size(s) and 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 a further detailed Plant Plan to the Council, with the following information on all Plant 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 Plant

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 Plant Inventory

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.. With any change to plant, the Contractor shall provide to Council and to Council's Nominated Facility the updated plant list of registered vehicles that are discharging waste collected on the City's behalf.

13.5 Communication and Tracking 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 that will ensure live data transmission to and from the vehicle.

The Contractor shall ensure collection vehicles have a satellite tracking system installed that records as a minimum the date, time, location and speed of the collection vehicle. Each vehicle shall also be fitted with equipment to record RFID information from each bin lift.

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 and words to the effect that the Contractor is a contractor to the Council. Vehicles must be of a clean, presentable appearance, free of large scratches, any form of leaks and to the satisfaction of Council.

Where the Contractor operates the vehicle for other customers, this signage shall be removed whilst not performing services on behalf of Council. The Contractor shall ensure the Contractor's company is displayed, along with a contact number for any enquiries.

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 a maximum of seven (7) years old;
- (b) be operated, maintained and serviced to the manufacturers' manuals, guidelines and specifications;
- (c) be maintained in good repair mechanically;
- (d) include safety features such as
 - i. Colour video camera that enables the driver to see the area illuminated from the truck behind the vehicle to reduce the likelihood of an incident while reversing
 - ii. Approved warning signs permanently affixed in appropriate locations to alert people to the dangers of reversing vehicle;
 - iii. An audible signal which shall operate automatically when reverse gear is engaged;
 - iv. A high visibility flashing warning light at the front and the back of the vehicle, which shall be in operation during the servicing of each bin;
 - v. A 9 kilogram fire extinguisher, and comply to AS1851- Maintenance of Fire Protection Equipment; and
 - vi. Low entry to the driver cabin from either side of the vehicle.
- (e) include environmental features such as:

- i. trays to catch hopper juice;
 - ii. fully contained systems to clean food organics bins;
 - iii. truck scales to ensure the collection vehicles remain within required weight limits
 - iv. emission controls to Clause 13.8.
- (f) be in a clean, reliable and roadworthy condition; and
- (g) be of presentable appearance.

13.8 Emission Management for 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.

At the commencement of services, all collection vehicles will be operating to a Euro 5 emission standard. Unless otherwise agreed by Council, within three years of the commencement of services, all collection vehicles shall be operating to a Euro 6 emission standard.

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 access to 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.
- (c) Where possible, wash vehicles with captured rainwater from harvested at the vehicle wash-down.

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 8:00am to 6:00pm 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; and
- (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,

- (g) the Contractor must, when requested by the Contract Manager, provide reports on Work Health and Safety inspections, audits or assessments undertaken during the Contract Term.

The Contractor shall arrange for an annual audit of WHS systems by an independent auditor accredited to AS4801, and for this report to be prepared for the City.

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.

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 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;
- (h) procedures for rectification of complaints including Missed Services and collections outside the times of collection as specified under Clause 4.5 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) Contamination management procedures including periodic reporting as specified under Clause 9 of the Recyclables Specification and Clause 8 of the Organics, Clean Up, Food Organics and Textiles Specifications;
- (l) proposed software that will be used to manage all data and services, and how data will be exported and managed with the Councils software;
- (m) details of audits to be used to ensure that the Service is provided consistently in accordance with the Contract; and
- (n) 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 System

The Contractor must, prior to the commencement of any Collection Service under the Contract, have an Environmental Management System (EMS) that complies with the current version of ISO 14001 and which details:

- (a) the impact of its service delivery on the environment
- (b) measures to improve environmental performance and management, including emissions from collection vehicles
- (c) environmental performance improvement targets
- (d) staff skills / training program to develop staff environmental management awareness.

Evidence of the EMS must be submitted to Council at least one (1) month prior to the Services Commencement Date.

The Contractor shall prepare a Contract Management Plan specific to the services provided to Council that links to the Contractor's EMS. The Contract 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 Contract Management Plan that it considers appropriate. A final amended version of the Contract Management Plan is to be submitted by the Contractor prior to the Services Commencement Date unless the Parties agree otherwise.

The Contract Management Plan (CMP) should include, or reference the EMS for the following:

- (a) Description of scope of activities undertaken in operations;
- (b) Resources, roles and responsibilities matrix;
- (c) Environmental Aspects and Impacts assessment of all activities within the defined scope of operations including controls implemented and an evaluation of risk significance in accordance with the City Risk Management Framework;
- (d) Maintain a register of legal, licences and other requirements;
- (e) Workplace Inspections and management of nonconformity, corrective and preventative actions;
- (f) Emergency preparedness and Incident Management procedures;
- (g) Sustainable procurement guidelines;
- (h) Communication plan;
- (i) Competence training and awareness plan; and
- (j) Monitoring and measurement and audit implementation plan.

16.2 Incident Notice and Prosecution Notification

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.

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.

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

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 Contractor must within three (3) Business Days or such 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 subcontractors or the public.

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

The Council is not required to make any payment to the Contractor in respect of any period for which the Service is suspended. 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 Contract Management Plan

The Contractor must review the Contract 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.

The Contract shall advise Council in a timely manner of all 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 or labour agencies;
- (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; and
- (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 and glass breakage
- (d) measures that may be taken to increase and maintain resource recovery
- (e) compaction rates
- (f) technological developments and other possible improvements
- (g) evaluation of and potential improvements to Contamination management procedures as specified under Clause 9 of the Recyclables Specification, and Clause 8 of the Garden Organics, Clean Up, Food Organics and Textiles Specification
- (h) potential improvements to the efficiency, quality and productivity of Services
- (i) promoting safer work practices
- (j) promoting quieter work practices
- (k) potential improvements to customer service centre efficiency, quality and productivity
- (l) performance targets for Service(s)
- (m) 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 of the Contract Term.

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 waste diversion from landfill 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.

18.7 Annual Performance Reviews of The Services

The Contract Manager will conduct formal Annual Reviews of the Service during the period of the Contract. The reviews will be conducted within one month following the end of each financial year (30 June) over the length of the Contract Term.

The Contractor shall provide a detailed Annual Report prior to the Annual Review. The Annual Report shall be provided to the Contract Manager no later than two weeks after the end of each financial year over the length of the Contract Term. The Contractor may need to collect data and re-format existing data and reports in the compilation of the Annual Report.

The purpose of the Annual Reviews is to review the performance of the Contractor and Council over the preceding 12 months and to review the workload data collected by the Contractor and reported to the Contract Manager as the Contract progresses.

The outcomes of the Annual Reviews of the Service are to:

- a) Establish the level of performance of the Service Provider against the Specification;
- b) Improve the quality of the Service if and where required;
- c) Increase the flexibility and efficiency of the Service;
- d) Increase Service Provider accountability;
- e) Reduce operating costs;
- f) Reassess areas of risk, and update the Risk Management Plan;
- g) Review, improve and update all Plans submitted by the Contractor that relate to the services.

19 Community Education

19.1 Council Lead Community Education

Within this Contract, Council will undertake and fund the development, implementation and evaluation of annual education programs for garbage, recycling, garden organics and clean up.waste collection services.

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.

19.2 Contractor Lead Community Education

Within this Contract, the Contractor shall undertake the implementation of annual education programs for food organics and textiles collection services. It is anticipated that the education services for both of these trial collection services will be undertaken at the same time, as the trial collection services are also planned to operate at the same time.

19.2.1 Pre Service and Start Up Education Plan

Council will, with assistance of the Contractor's develop a pre service and start up education plan. The Contractor's role shall be to participate in a planning session, offer advice on a needs basis and to review and comment on the plan. At a minimum, this plan will give consideration of:

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

19.2.2 Pre Service and Start Up Implementation

The Council shall, at its discretion and in accordance with the schedule of rates, pay the Contractor for services rendered by the Contractor's education personnel to perform educational activities. The following activities are to be provided by the Contractor:

Item	Description
Website Setup (Option)	<p>Where the service is requested by Council, with a minimum of three months notice, the Contractor shall establish a website specifically for the purpose of hosting the food organics and textiles trials. As a minimum to website shall include the following content and functionality:</p> <ul style="list-style-type: none"> • Background information on why the trials are being undertaken (Council to provide content) • Frequently asked questions (Council to provide content) • Service Registration – The ability for a Service Entitled Premise to request to be part of the trial service. This service must link to Councils customer records. • On-line Survey for service participants (Council to provide questions). • Links to the City’s website where relevant, including to book a bin repair or register an issue with the service. <p>Any content noted as Council provided will be agreed and prepared in collaboration with the Contractor.</p>
Customer Service hotline (Option)	<p>Where the service is requested by Council, with a minimum of three months notice, the Contractor shall provide a contact phone number for customers to call for the term of the trial. The Call Centre will provide support to provide access the same services and information on the website. Where customers seek services that are on the Council’s website, then the call is to be transferred to the Council Customer Service Centre. The Contractors customer service hotline shall operate weekdays except public holidays from 8am to 5pm.</p>
Service Establishment Planning	<p>The trials are to operate under the following arrangements:</p> <ul style="list-style-type: none"> • A two year term from the commencement of collection services. • Trial term decision. Six months prior to the end of the trial term ending, Council are to advise if either of the services will terminate, extend for a further year as the trial, or become an ongoing collection service. Where no advice is provided, the trial is deemed to be extended for a further year. • Where the service will terminate, the Contractor shall be responsible for communications with Multi-Unit Premises, and removal of Mobile Bins from all properties. • Where the trial shall continue, the same on-going arrangements for the trial shall continue to apply. The Council may continue to extend the trial each year throughout the Contract Term. • Where the service shall become an ongoing collection, the service will continue to be provided under the same arrangements as the trial, and the services may be broadened to other service entitled premises by applying the applicable schedule of rates items. • At the commencement of trial collection services, the service will include all Single Occupancy Premises who have opted into the trial. All residential properties with more than 50 Multi-Occupancy Dwellings with

Item	Description
	<p>will automatically be included as part of the service. The initial commencement of Multi-Occupancy Premises may be spread over a three month period. All other MUDs will only participate in the trial phase where at least 50% of the premises have indicated a willingness to participate by registering on the trial website.</p> <ul style="list-style-type: none"> The Contractor shall be responsible for communicating with all Service-Entitled Premises who have been accepted to participate in the trial through only email or SMS communication. This communication shall occur two weeks prior to the trial commencing.
Letter Box Drop for service invitation	<p>Council will prepare and supply the introduction letter and collateral for distribution to Service-Entitled Premises.</p> <p>The Contractor shall be responsible for the distribution of the service invitation for all residential properties with more than 50 Multi-Occupancy Dwellings and this shall include also liaising with the cleaner/building manager. Council will distribute all communication to all other Premises one month prior to the commencement of services seeking interest to opt-in. Customers may only opt-in where they register via the website.</p>
Bin Ordering	<p>The Contractor shall be responsible for the ordering of all bins required for the project. This will occur following registration of interest. For the textiles and food organics services 240 Litre Mobile Bins shall be provided for Multi-Occupancy Premises. For the food organics services 60 Litre Mobile Bins shall be provided for Single-Occupancy Premises.</p>
Bin Delivery	<p>The Contractor shall deliver the Mobile Bin, Kitchen Caddy/s and Liner bags at one time for any Service-Entitled Premises. The delivery shall be accompanied by Council supplied information for each Premises. For Multi-occupancy premises, the contractor shall place the invitation in the letter box for each unit, and leave the kitchen caddies at the same location as the Mobile Bin (unless otherwise agreed with the Cleaner/Building Manager).</p>
Surveys	<p>The Contractor shall communicate with registered trial participants via either email or SMS and invite them to complete a non-compulsory survey 1 week, 10 weeks and 1 year after the service commences. The survey shall be completed at the website.</p>

19.2.3 Ongoing Education

The Contractor shall facilitate for any service entitled premises to join the trial during the trial term, including new premises such as new apartment buildings. Where notice has been given to terminate the trial, no further participants will be permitted to join.

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 Letter Box Drop of Education Materials (Option)

Where Council makes a special request for distribution of education materials not otherwise included within the Schedule of Rates, then the Contractor shall provide this service on accordance with the Optional Schedule of Rates items.

Council shall provide a request for such services along with a map of the distribution area. Council shall also provide all materials for drop off, pre-folded and ready for placement in letter boxes. The Contractor is entitled to charge a fee to collect the printed materials and travel to the distribution location, and then a separate rate to place the material in each letter box.

19.2.6 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 Overview

The obligation for the Contractor to monitor and report on performance is a fundamental requirement of the Contract. The key purpose is to enable the performance of the Contractor to be evaluated by the City.

The objective of the performance management service set out in the Contract is to establish a robust and reliable foundation for performance reporting provided by the Contractor and upon which the City can rely.

20.2 Reporting and Communication

The meeting and reporting framework provides for the minimum level of meeting and reporting required by the performance management framework set out in the Contract.

The Contractor must also respond to additional ad-hoc reports and meetings as reasonably requested by the City.

The Contractor is required to provide draft monthly, quarterly and annual report templates for approval by the City during the Transition in Period.

The City will respond within 5 Business Days with any requests for changes to the supplied templates.

20.3 Compliance with Service Levels

The Contractor must comply with each of the Service Levels.

Without limiting any other rights or remedies of the City under this Contract or otherwise, if the Contractor fails to perform its obligations to the standard required by a Service Level, then:

- a) the Contractor must promptly:
 - i. investigate the underlying cause of the failure;
 - ii. prepare and supply to the City a comprehensive report on the problem;
 - iii. take whatever action is reasonably necessary to minimise the impact of the problem;
 - iv. correct the problem as soon as practicable; and
 - v. keep the City advised at all times as to progress being made in rectifying the problem; and
- b) the City may, in its absolute discretion:
 - i. require the Contractor to:
 - submit to the City, within the period specified by the City, a remedial plan; and
 - on notification by the City that the remedial plan is acceptable to the City, implement the remedial plan; or
 - ii. exercise its Service Level Rights.

If the Contractor does not implement the remedial plan within a reasonable period (in the sole discretion of the City) after the remedial plan has been accepted by the City under clause 20.3 b) i. or if implementation of the remedial plan does not result in the Contractor performing to the standard required by the Service Level, the City may exercise the Service Level Rights.

The City may bring proceedings to recover damages from the Contractor if the City's actual loss resulting from the Contractor not performing to the standard required by a Service Level exceeds any amount recovered by the City from the Contractor under a Service Level Right.

20.4 Service Level Measurement (SLM)

Without limiting any right or remedy of the City under this Contract or otherwise, the Contractor must:

- i). measure its performance against the Service Levels Indicators on a monthly basis and the Key Performance Indicators (KPI) on a quarterly basis or as otherwise reasonably requested by the City from time to time;
- ii). provide the City with the results of all performance reviews;
- iii). use measurement and monitoring tools and procedures reasonably required by the City to measure performance accurately;
- iv). if requested by the City, establish an automated process for measuring the delivery of Services against Service Levels and the KPI; and
- v). provide the City with information and access to measurement and monitoring tools and procedures used in assessing the Contractors performance pursuant to this clause.

The City may appoint an independent third party to review measurement and monitoring tools and/or procedures implemented by the Contractor.

The City may also elect to establish and operate its own performance measurement and monitoring systems to measure and monitor the performance of the Contractor against the Service Levels and the Key Result Areas.

20.5 Achievement of Service Level Measurements

The Service Level Measurements are the minimum prescribed performance standards which the Contractor must deliver in accordance with Table 20.7b. The Contractor is required to monitor and report monthly on its performance against each Service Level Measurement.

Payment of the Management Services Fee is subject to the completion of the Management Services and meeting the minimum threshold prescribed in Table 20.7a.

The City may withhold payment for the amount included in Payment Schedule and Schedule of Rates for the applicable Management Task that fails to meet the applicable minimum threshold prescribed in Table 20.9b. The table identifies the associated Management Tasks to the relevant SLM. It is at the discretion of the City as to whether a Management Task has been completed in its entirety to meet the minimum threshold. The City may at its discretion make payment or partial payment of a Management Task where the Contractor has:

- i). completed the task to the City's satisfaction no more than 5 Business Days past the due date; or
- ii). rectified the Management Task to meet the Acceptable Performance Level and where the information is still current and relevant to the City.

For all other Services, the City will withhold payment for the Service or a part of the Service where the Contractor has failed to demonstrate that the Service or part of the Service has been provided in accordance with the requirements of the SLM and the Service Standards unless previously identified by the Contractor and agreed by the City that the Service Standards cannot be achieved.

In the event of any non-compliance with the Services or deviation from the specified Service Levels, 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.

20.6 Key Performance Indicators

The Contractor shall deliver all the services under this contract in accordance with the contract specifications, Service Levels and Key Result Areas. Key Performance Indicators (KPI's) will be used to measure the Contractors performance against the Key Result Areas

For the purpose of performance monitoring and reporting, the following principal Key Performance criteria for the Key Performance Indicators shall be used by the Contract Manager;

- i). 99.95% of all Mobile Bins collected on nominated Collection Day and time period.
- ii). 100% of unsuccessful Mobile Bins collections are collected within 24hrs of nominated Collection Day and time period
- iii). Nil customer complaints in regards to Contractor (including its staff) behaviour and non-fulfilment of Services.
- iv). Nil environmental incidents or spills (includes noise and truck emissions)
- v). Lost Time Injury Frequency Rate of Zero (Rolling twelve month average)
- vi). Nil Third party insurance claims
- vii). Reduction in bin replacement costs of 5% per annum (first six months of services is the baseline)
- viii). Reduction in Co2 emmissions of x% per annum (Year 1 of services is the baseline and agreed on 1st year anniversary of services)
- ix). All reports and data requirements comply with requirements of the Specification

Annual performance against the KPI's will be used to inform the City in its right to exercise Agreement extensions.

The minimum acceptable performance for informing Agreement extensions is achievement of i), ii), iv), v) targets above.

The KPIs may be amended from time to time by the City in consultation with the Contractor. It is the responsibility of the Contractor to keep records and report of the KPIs.

20.7 Key Result Areas

The Contractor is required to report on its performance on the Key Result Areas (KRA's) on a quarterly basis.

Each quarterly assessment against the KRA will be measured against the Acceptable Performance Levels indicated in the table below. Each quarters performance level score will be rolled up to form the Annual Key Result Area Performance Score as detailed herein.

Table 20.7a. Annual Key Result Area Performance

KRA Number	Key Result Area	KRA Minimum Performance Threshold
1	Sustainable Safe Services	96%
2	Quality Waste collection service	95%
3	Effective Contract & Commercial Management	95%
	Acceptable Performance Level	95%

Annual performance against the KRA's will be used to inform the City in its right to exercise Agreement extensions.

The calculation for the Annual Key Result Area Performance Score is:

- i). Annual Key Result Area Performance Score = (Q1 performance level score + Q2 performance level score + Q3 (performance level score + Q4 performance level score)/4;
- ii). the minimum acceptable performance for informing Agreement extensions is as shown in the below table.

Table 20.7b Minimum Acceptable Performance For Extension

Result #	Annual Key Result Area Performance Score	Extension terms
1	Greater than or equal to 90%	Acceptable performance level achieved for Agreement extension
2	Greater than or equal to 82% but less than 90%	Agreement extension considered based on an accepted Plan of Action from the City
3	Less than 82%	City unlikely to consider Contract extension

The Contractor is required to provide to the City a Plan of Action where the minimum KRA performance level or the Annual Key Result Area Performance Score has not been met. The plan of action must form part of the Quarterly Report or Annual Report as applicable and include an analysis of the failure/s including cause and actions taken to remedy performance failures.

20.8 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 by the Contractor 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.

20.9 Extension of Contract

As per Clause 20.7, Annual performance against the KRA's will be used to inform the City in its right to exercise Agreement extensions. The extension options shall be reviewed as per the following table.

Table 20.9a. Extension Options Review Milestones

Milestone	Achievement of KRA Result #	Contract Collection Years Performance Reviewed	Extension terms
------------------	------------------------------------	---	------------------------

Commencement of Year 4 of Collection Services	1 or 2	Average of quarterly performance for Contract Years 1 to 3 inclusive	Provisional Extension of Contract for Option 1 for period of two years
Commencement of Year 6 of Collection Services	2	Average of quarterly performance for Contract Years 1 to 5 inclusive	Extension of Contract for Option 1 confirmed
Commencement of Year 8 of Collection Services	1 or 2	Average of quarterly performance for Contract Years 6 to 7 inclusive	Provisional Extension of Contract for Option 2 for period of two years
Commencement of Year 9 of Collection Services	2	Average of quarterly performance for Contract Years 6 to 8 inclusive	Extension of Contract for Option 2 confirmed

Table 20.9b. KRA's, KPI's, Service Levels and Service Level Measurement

KPI	Service Level	Service Level Measurement	Frequency	Service Level Minimum Performance Threshold
KRA 1 - Sustainable Safe Service				
Lost Time Injury Frequency Rate of Zero (Rolling twelve month average)	Management of personnel and training	% of safety inspections conducted (safety interactions) of its employees or subcontractors in accordance with the Contractors inspection program.	Monthly	95% compliance
		Attend meetings with City WHS representatives as required	As requested	95% compliance
		Provision of adequate WHS supervision of personnel	As requested	90% compliance
		Tool Box or Start Up meetings have safety contact	As requested	85% compliance
	Risk, safety and Incident Management	Contract specific risk register is developed and updated and available on an ongoing basis within 3 months of Contract and available to the City at all times	As requested	100% compliance
		Contract specific WHS Incident register is developed and updated and available on an ongoing basis within 3 months of Contract and available to the City at all times	As requested	100% compliance
		Escalation process for managing WHS incidents and risk is developed and updated as required	As requested	100% compliance
	Process & Systems in place for WHS	Compliance with all legislation and WHS requirements	By Quality Audit	100% compliance
		% of incidences and near misses recorded immediately, including mitigation strategies, investigations closed out within 10 business days with root cause analysis, incident to be	Monthly	98% compliance

KPI	Service Level	Service Level Measurement	Frequency	Service Level Minimum Performance Threshold	
		mitigated immediately with plan to close out within 2 weeks			
		Evidence of inspections and audits recorded. Monthly reporting of safety performance indicators	Monthly	90% compliance	
		Comply with all statutory reporting and report as part of the Contractors monthly report.	Monthly	98% compliance	
		Contractor audits compliance with all WHS requirements and undertaken in accordance with Contractor audit program.	Monthly	95% compliance	
Nil environmental incidents or spills (includes noise and truck emissions)	Management of personnel and training	% of environmental inspections conducted of its employees, subcontractors, equipment in accordance with the Contractors inspection program.	Monthly	95% compliance	
		Attend meetings with City Environmental representatives as required	As requested	95% compliance	
		Provision of adequate Environmental supervision of personnel	As requested	90% compliance	
		Tool Box or Start Up meetings have environmental contact	As requested	85% compliance	
	Environmental Risk & Incident Management	Contract specific environmental risk register is developed and updated and available on an ongoing basis within 3 months of Contract and available to the City at all times	As requested	100% compliance	
		Contract specific environmental Incident register is developed and updated and available on an ongoing basis within 3 months of Contract and available to the City at all times	As requested	100% compliance	
		Escalation process for managing environmental incidents and risk is developed and updated as required	As requested	100% compliance	
		No materials, oils, liquids are spilt during collection	Monthly	100% compliance	
		Any materials, oils, liquids are spilt during collection is cleared within 2hrs or as required by WHS or Environmental rules, policy or legislation (whichever is quicker)	Monthly	100% compliance	
		Process & Systems in place	Compliance with all legislation and Environmental requirements	By Quality Audit	100% compliance
			% of incidences and near misses recorded immediately, including mitigation strategies, investigations closed out within 10 business days with root cause analysis, incident to be mitigated immediately with plan to close out within 2 weeks	Monthly	98% compliance
	Evidence of inspections and audits recorded. Monthly reporting of environmental performance indicators		Monthly	90% compliance	
	Comply with all statutory reporting and report as part of the Contractors monthly report.		Monthly	98% compliance	
	Contractor audits compliance with all Environmental requirements and undertaken		Monthly	95% compliance	

KPI	Service Level	Service Level Measurement	Frequency	Service Level Minimum Performance Threshold
		in accordance with Contractor audit program.		
Nil Third party insurance claims	Nil Accidents	Traffic infringements are recorded immediately, investigated including mitigation strategies, investigations closed out within 10 business days with root cause analysis	Monthly	100% compliance
		Third Party vehicle damage is recorded immediately, investigated closed out within 10 business days with root cause analysis	Monthly	100% compliance
		Third Party property damage is recorded immediately, investigated closed out within 10 business days with root cause analysis	Monthly	100% compliance
Reduction in Co2 emissions of x% per annum (Year 1 of services is the baseline)	Efficient Use of Truck Fleet	Reduction of Co2 emissions per 100,000 bin collections (1st year as baseline)	Six Monthly	100% compliance
		Reduction of Fuel (Energy) usage per 100,000 bin collections (1 st year as baseline)	Six Monthly	100% compliance
		Contractor undertakes scheduled maintenance procedures in accordance with all OEM and CleanFleet minimum requirements	Monthly	100% compliance
KRA 2 - Quality Waste Collection Service				
99.95% of all Mobile Bins collected on nominated Collection Day and time period	Service Delivery compliance against Standards and Service Plan Requirements	Missed Garbage collection ≤ 1 per 4,000 services	Monthly	100% compliance
		Missed Recyclables collection ≤ 1 per 4,000 services	Monthly	100% compliance
		Missed Garden Organics Collection ≤ 1 per 4,000 services	Monthly	100% compliance
		Missed Clean Up Collection ≤ 1 per 150 services	Monthly	100% compliance
		Missed Food Organics Collection ≤ 1 per 150 services	Monthly	100% compliance
		Missed Textile Collections ≤ 1 per 150 services	Monthly	100% compliance
		100% of unsuccessful Mobile Bins collections are collected within 24hrs of nominated Collection Day and time period	Monthly	100% compliance
		Nil early starts for any Collection Service	Monthly	100% compliance
		Specific recovered material streams are delivered to the processing facility in the intended condition. Recyclables and Organic streams are not rejected at the material recovery facility due to Contamination or compaction.	Monthly	100% compliance
Nil customer complaints in regards to Contractor (including its staff) behaviour and non-	Reduction of Customer complaints	≤ 40 complaints on Garbage collection services	Monthly	100% compliance
		≤ 40 complaints for Recyclables collection	Monthly	100% compliance
		≤ 10 complaints on Garden Organics collection Services	Monthly	100% compliance
		≤ 10 complaints on Clean Up collection Services	Monthly	100% compliance

KPI	Service Level	Service Level Measurement	Frequency	Service Level Minimum Performance Threshold
fulfilment of Services		≤ 10 complaints on Food Organics collection Services	Monthly	100% compliance
		≤ 10 complaints on Textile collection Services	Monthly	100% compliance
	Customer Responsiveness	Mobile Bin repair request are serviced within 2 days	Monthly	100% compliance
		New Bin repair requests are fulfilled within 2 days	Monthly	100% compliance
		New Mobile Bin replaced on day of service when Mobile Bins are beyond economical repair.	Monthly	100% compliance
		All complaints resolved or escalated and documented in a complaints register as part of the monthly report	Monthly	95% compliance
		All responses to customer complaints resolved within the specified timeframes. complaints resolution within 24hrs or as otherwise agreed with the City.	Monthly	95% compliance
		Contractor Customer Help Desk is available 99.9% of the time between 0600 to 2000 each Business Day. Provide monthly downtime report.	Monthly	100% compliance
		95% of all Contractor Customer Help Desk calls are answered and actioned within the call	Monthly	100% compliance
		Surveys, where undertaken by Council, show at least ninety-five percent (95%) customer satisfaction level	As requested	100% compliance
KRA 3 - Effective Contract & Commercial Management				
All reports and data requirements comply with requirements of the Specification	Meeting and reporting	% of attendance at all scheduled & adhoc meetings	Monthly	90% compliance
		All information as requested by the City for use in relation to stakeholder management is delivered within agreed timelines	Monthly	100% compliance
		Provision of accurate, up to date and completed reports by the due date	Monthly	100% compliance
		Prepare ad-hoc reports as requested by the City within agreed timeframes	As requested	100% compliance
		Contractor supplies and updates a schedule of management that includes operational and responsibility requirements	Yearly and updated as required	100% compliance
		Develop, implement and maintain a Business Continuity plan	As requested	95% compliance
		All required data and documents, missed services footage etc are accessible to City via a webportal	Monthly	100% compliance
		Financial Management	100% accurate monthly invoices	Monthly
	A Detailed costs report including impact of variations, measurement, deviations and commentary are submitted as part of the annual report		Yearly	100% compliance

KPI	Service Level	Service Level Measurement	Frequency	Service Level Minimum Performance Threshold
		All Finance systems and data are available to be audited	Yearly	100% compliance
	Innovation	Number of Innovation and continuous improvement ideas raised per annum to a value 5% of cost of contract per annum	Annual	100% Compliance
Reduction in bin replacement costs of 5% per annum (first six months of services is the baseline)	Cost Management	Reports of Total Mobile Bins repaired, numbers, costs versus New Mobile Bins (as replacement)	Monthly	100% compliance
		Report on Asset Conditions of Mobile Bins (Life remaining before replacement)	Yearly	100% compliance

21 Reporting Requirements

Table 21a. Reporting Requirements and Associated Timing

Timing	Reporting Requirements
Daily (Phone)	<ul style="list-style-type: none"> • <u>urgent (within one (1) hour)</u> notifying the council of serious personal injury, environmental incident or damage to property, or any significant interruption to the Services for whatever cause • <u>immediate (within two (2) hours)</u> notifying the council of any major malfunction of contractor's equipment, industrial situations, non-availability of facilities that has the potential to interrupt Service • <u>routine (within three (3) hours)</u> notifying the council of other problems that customer service staff may need to respond to customer enquiries.
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. • regular reporting notifying the Council of other problems, complaints, and service deficiencies that have occurred in the past week, including numbers of requests for dispute. For example, wrong code, reported missed but collect correct day.
Monthly	<ul style="list-style-type: none"> • A summary of the performance of the Contractor • compaction rates of recyclables including average, median, minimum & maximum • compliance with performance benchmark or targets as specified in clause 3 of the garbage specification, clause 4 of the recyclables, garden organics, clean up, food organics and textiles specifications • 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 • complaints management. • emissions generated as a result of undertaking the Collection Services and any associated carbon offsets emissions in accordance with the National Carbon Offset Standards (NCOS); • vehicle transportation usage information relating to route optimisation data and other vehicle utilisation related information collected by GPS systems. • non-conformity and non-compliance issues; • innovation and Continuous improvement initiatives • the number of new Services begun; • the number of Services no longer required or ceased; • the number & type of complaints received and resolved; • any OHS instances, including summary reports on lost time injuries; • the number of Bins repaired and/or replaced or changed; and • as detailed in the table below.

Timing	Reporting Requirements
Annually	<ul style="list-style-type: none"> • emergency plan/updates • quality management plan/updates • trends in operations annually and over the life of the contract • compliance with performance assessment criteria as specified in Clause 20.1 • any other issues relevant to the past years' service delivery; • any issues of which the Contractor becomes aware that may affect the service in future; • graphical reports of service provision over the preceding 12 months, showing trends; • operational difficulties, opportunities for Service improvement; and • Annual tonnages and number of Collections and quantities including components recovered for reuse and recycling • environmental management plan/updates including performance reporting including <ul style="list-style-type: none"> ○ an externally verified inventory of all greenhouse gas emissions, derived from energy data collected across the organisation and any contractors for services provided to the City. ○ contractor (and subcontractor) onsite fuel use (transport and stationary fuel use). ○ This data is to be provided using the City's SMART reporting protocols or in a CSV file. • industrial relations and workforce plan/updates • insurances review and update

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:

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.

Monthly reports are based on data collected from the Monday following the last Sunday in the prior month through to the last Sunday in the month. In addition to the reporting requirements above, The Contractor is required to provide a written monthly report containing the following performance data related to aggregate monthly statistics:

Table 23b. Additional Monthly Service Reporting Requirements

Waste	Single-occupancy Premises	Multi-occupancy Premises Kerbside	Multi-occupancy Premises On Property	Illegal Street Dump	Illegal Park Dump
Garbage	T, S	T, S	T, S		
Recycling	T, S	T, S	T, S		
Garden Organics – Permanent	T, S, C	T, S, C	T, S, C		

Waste	Single-occupancy Premises	Multi-occupancy Premises Kerbside	Multi-occupancy Premises On Property	Illegal Street Dump	Illegal Park Dump
Garden Organics - Booked	T, B, C	T, B, C	T, B, C		
Booked Collection – Non Putrescible	T, B, C	T, B, C	T, B, C	T, B, C	T, B, C
Booked Collection – Whitegoods	T, B, C	T, B, C	T, B, C	T, B, C	T, B, C
Booked Collection – Metals	T, B, C	T, B, C	T, B, C	T, B, C	T, B, C
Booked Collection – E-waste	T, B, C	T, B, C	T, B, C	T, B, C	T, B, C
Booked Collection – Putrescible				T, B, C	T, B, C
Booked Collection – Mattresses	T, B, C	T, B, C	T, B, C	T, B, C	T, B, C
Food Organics – Permanent	T, S, C	T, S, C	T, S, C		
Food Organics - Booked	T, B, C	T, B, C	T, B, C		
Textiles			T, S, C		
Bin New	B, C	B, C	B, C		
Bin Repair	B, C	B, C	B, C		
Bin Replace	B, C	B, C	B, C		
Bin Remove	B, C	B, C	B, C		

Note: T = Tonnes Collected, S = Scheduled Collections, B = Quantity Booked Collections, C = Quantity Actual Collections/Service. Scheduled and booked collection quantities shall not include any duplicates.

For the Management of Bins, the Contractor shall provide the summary data each month for Mobile Bin Provision, Repair, Replacement and recovery/reuse for each bin size and waste type.

The Contractor will also be required to provide with these reports comment on trends, and include graphical presentation of service information.

22 Performance Based Payment

Payment shall be based on the timely and consistent delivery of Services as nominated in the specification and as agreed between the parties.

The Contractor shall be paid for providing the Collection Services in accordance with the **Schedule of Rates** from the date a service is first rendered in accordance with the Contract.

23 Data Management

Throughout the Contract Term the Contractor must at its own cost provide a Data Management System for all Collection Services. 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

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

- (a) Video footage. Video footage shall be a live feed, always accessible to Council and shall be stored for at least 3 months. The footage video footage will show as a minimum:
 - i. Contamination at the point of emptying of the bin (for all waste types except Garbage);
 - ii. The perimeter of the collection vehicle; and
 - iii. Presentation of bins generally near the truck
- (b) collection issues at the Service-Entitled Premises and generally within the Local Government Area, which includes, but not limited to the following data and photo records:
 - i. damaged/broken bins;
 - ii. overflowing bins;
 - iii. obstructed bins;
 - iv. bins that have Contamination;
 - v. incorrectly presented bins;
 - vi. presentation and non-presentation of bins at the Service Entitled Premises for all services except Garbage and Recycling. For Garbage and Recycling, only where a bin is presented that has an RFID tag;
 - vii. missed Services and the times the missed Services are collected or attempted to be collected;
 - viii. Dumped Waste; and
 - ix. Suspected Asbestos. Where asbestos is identified, the Contractor shall call a nominated Council contact immediately.
- (c) Details of the each service having actually been collected for all bins with RFID tags, as well as all Garden Organics, Clean Up, Food Organics and Textiles collection services. This shall include the time of the collection.

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; and
- (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 recoverable materials as specified in Clause 9 of the Recyclables Specification and Clause 8 of the Garden Organics, Clean Up, Food Organics and Textiles Specifications;
- (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 collection service (excluding Garbage) that shows Contamination incidents; and
- (d) 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 each Collection Service (except Garbage) 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; and

- (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 Contract Term 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;and
- (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 Contract Term is transferred to council in the format agreed upon by Council; and
- (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 Data Recording, Information Systems, Research and Development

Collection Services provided under this Contract must be constantly evolving to achieve Council's performance levels and requirements for improvement. This will call for ongoing participation in research and data collection to gain an understanding of the components in the

waste stream. Provision for monitoring, modelling, recording and reporting, as well as trials and prototype programs on the part of the Service Provider will form part of this requirement.

Upon request by the Contract Manager, the Contractor agrees to provide all raw data collected in the process of fulfilling this contract to the Council on the following terms:

- a) The data will be owned by the Council, who may in turn share it, sub-licence it, or otherwise use it without restriction;
- b) The Contractor may use the data for any internal business purpose, but may not share it with external parties without Council's written agreement;
- c) The data shared live to Council, in a machine-readable electronic format (preferably comma-separated values, CSV) unless otherwise agreed;
- d) Certain data may be excluded from this arrangement by mutual agreement; and
- e) Certain data may be excluded from further sharing by Council by mutual agreement.
- f) The Contractor will work with Council, where required, to pilot and test new technologies and/or innovations that may help improve service delivery, including – but not limited to – new waste management technologies, potential CRM applications and the use of sensors and real time data transfer.

Council will independently own and operate its own data record systems. Where it is not possible for the Contractors data to be exported into this system, the contractor will manually update this data including the closing out of customer enquiries and complaints, bin data and service entitled premises data.

23.9 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 not be entitled to claim for Data Management Services in accordance with the Schedule of Rates

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 Frequency of Kerbside Audits

The 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; and
- (c) every two (2) years at approximately the same time of year as the previous audit unless the parties agree otherwise.

24.2 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 all waste streams other than Garbage; and
- (d) the recovery rate of all waste streams other than garbage.

25 Variations and Better Performance

25.1 Innovation and Trials

During the Contract Term 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 Contract Term either party may propose changes to Services that will deliver service improvements, improved resource recovery and performance outcomes or reduced costs. Where these proposals are acceptable to both parties a Contract Variation shall apply.

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. Council shall pay for all costs for installation and removal of advertising.

Where the Contractor elects to use the vehicle for other customers, the Contractor shall pay off any concealment of the advertising.

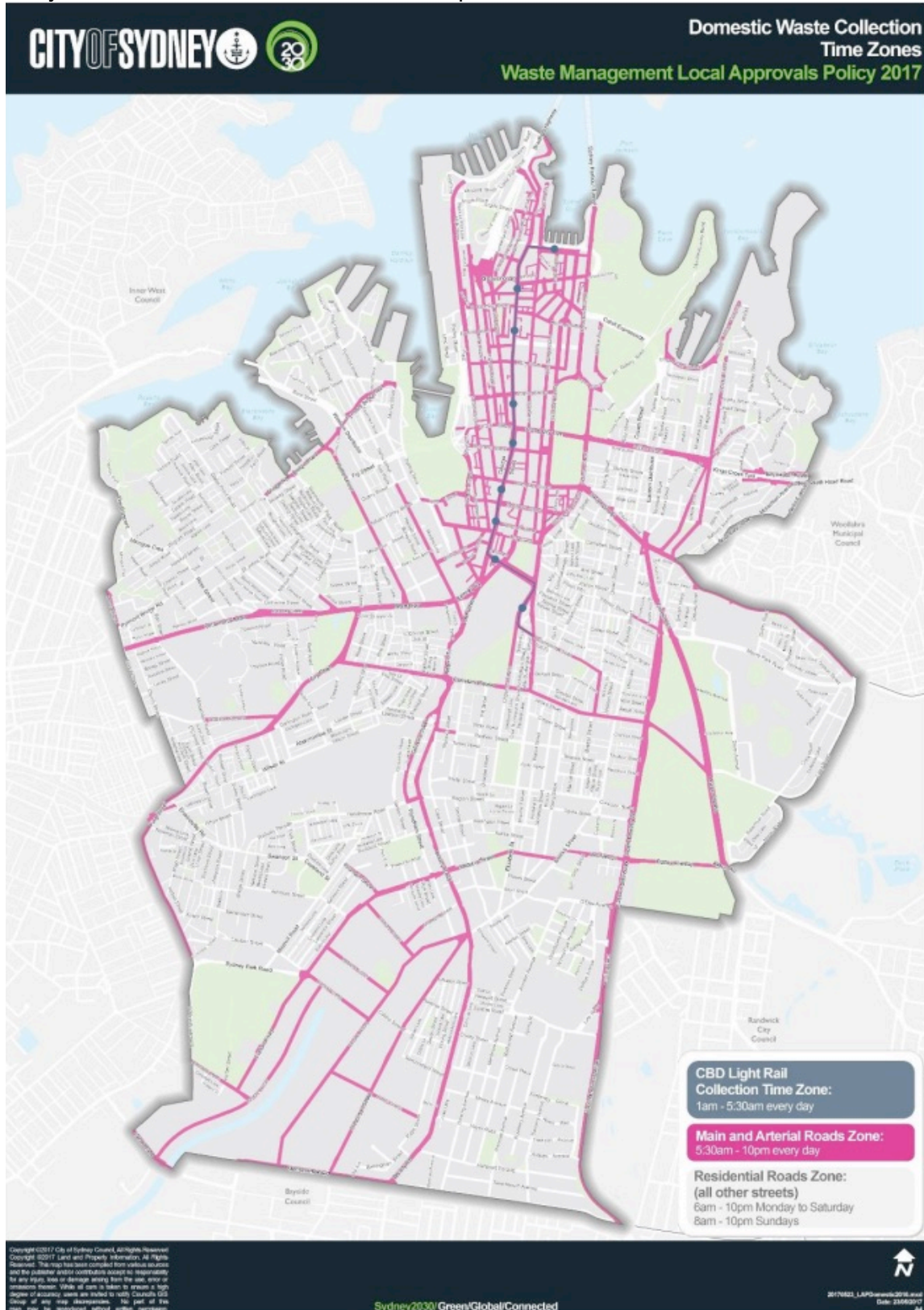
26.3 Revenue from Advertising

- (a) All revenue from any advertising on Collection Vehicles used during the provision of Council services 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 Annexure to General Specification

27.1 Early start and late start street list

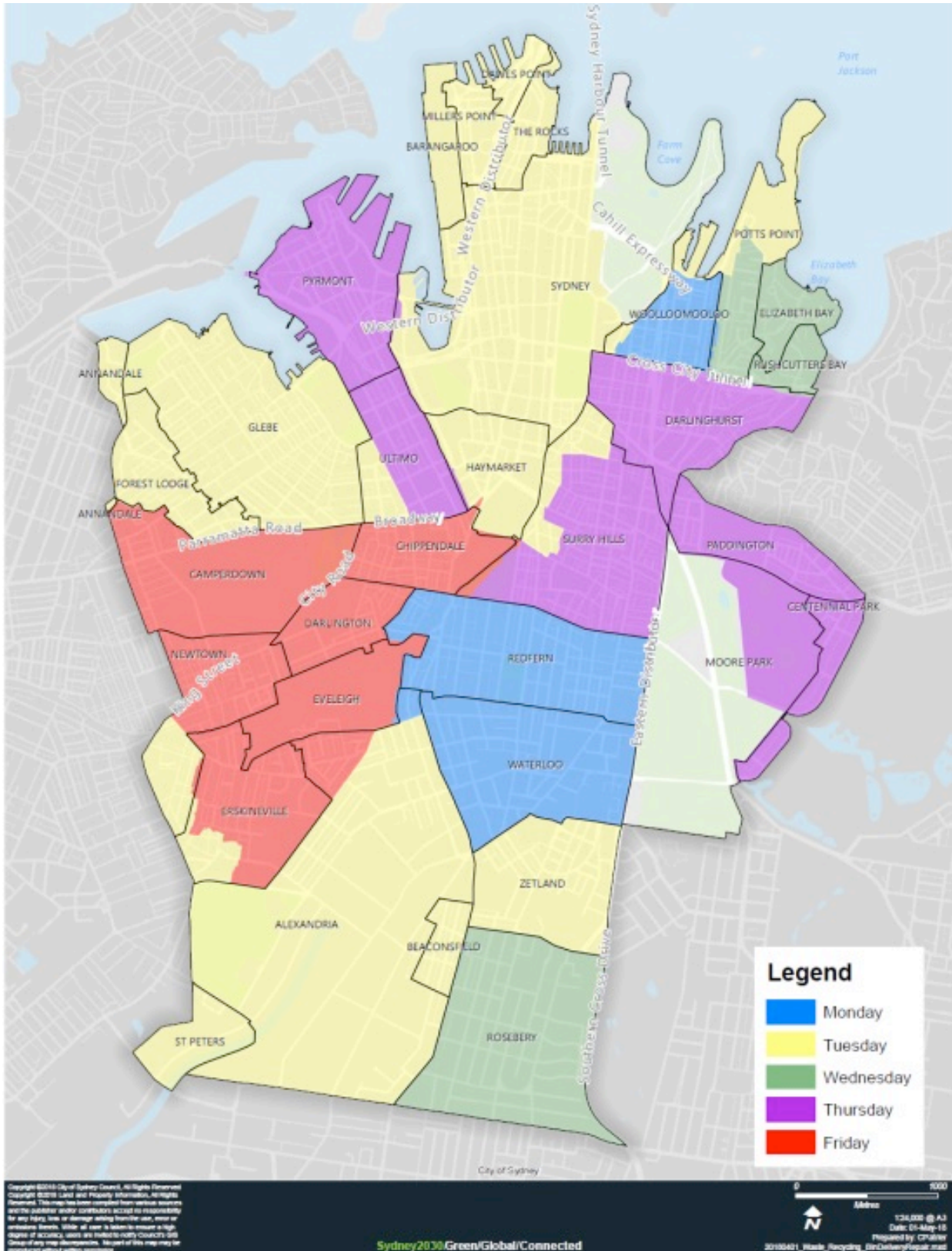
Early starts and last finish Times Zones Map



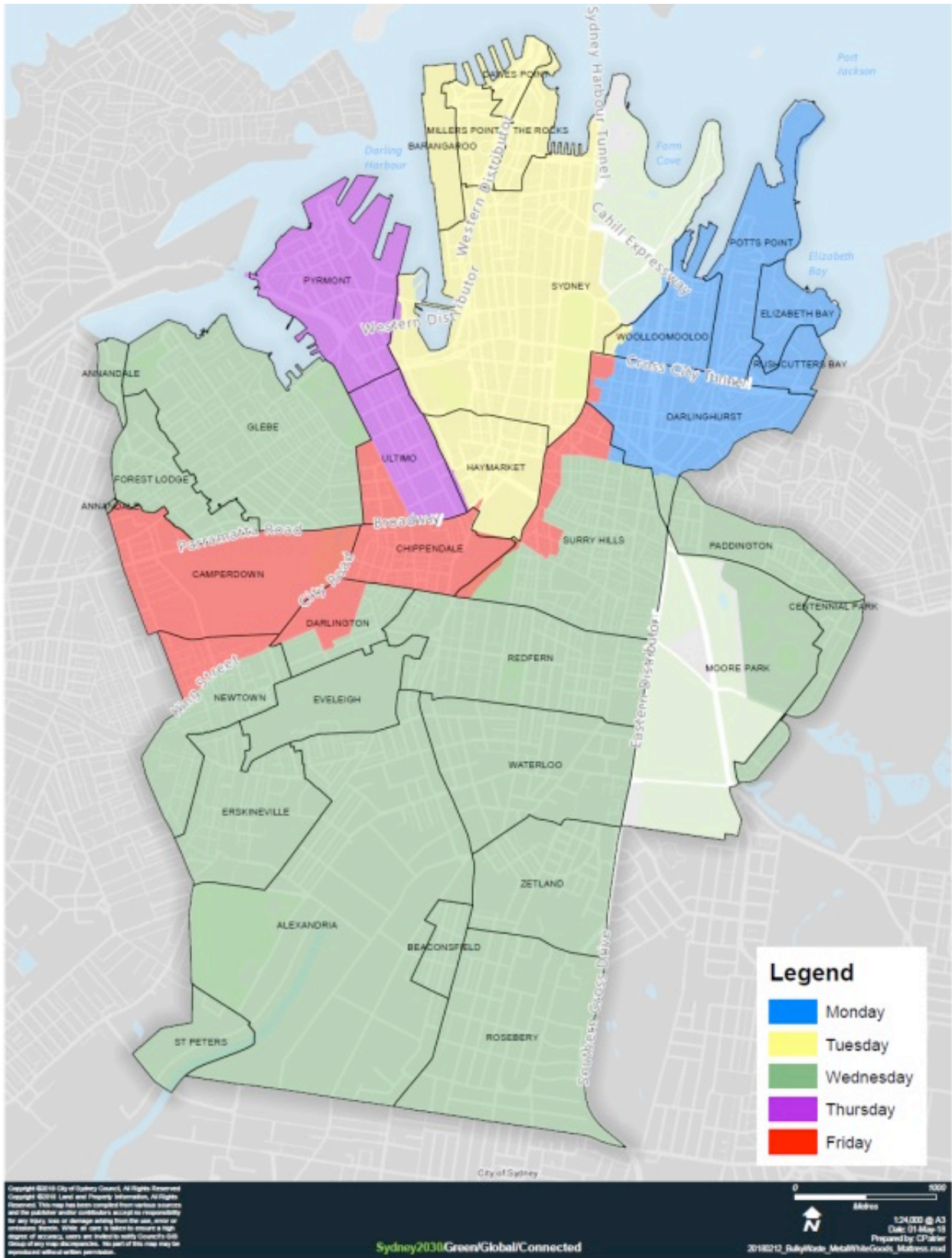
27.2 Service Area Maps

The Service Area Maps detail the extent of the existing service, the collection day and collection frequency.

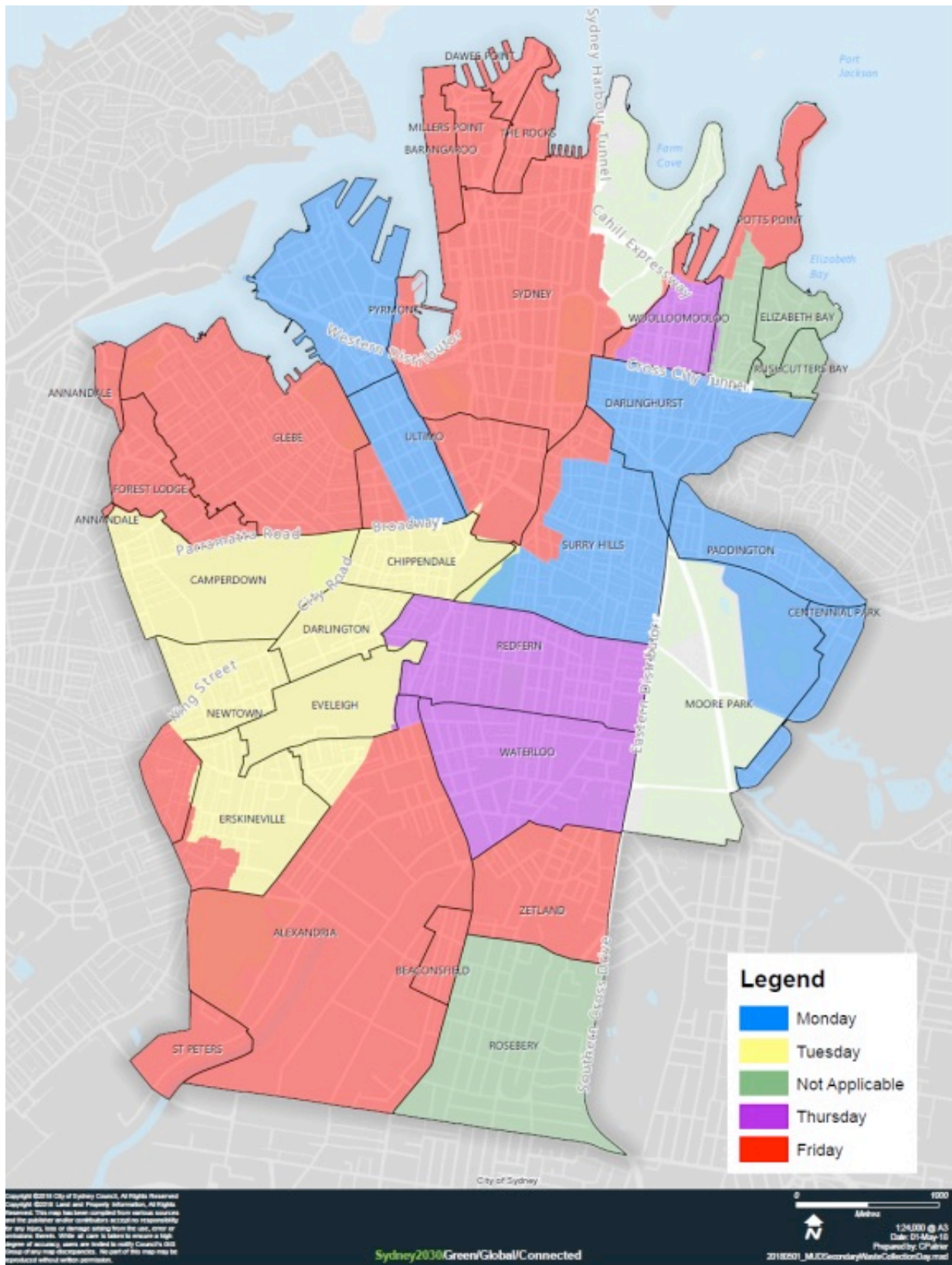
Domestic Waste, Recycling, Bin Management



Clean Up Service (excludes Booked Illegal Dumps)



Multi-Unit Dwelling Secondary Service Collection Day



Multi-Unit Dwelling List, On-Property Services, Wheel-out and Wheel-in Services and Good-will Services

Council has the attached data referring to the above properties. It is the role of the Contractor during the Transition In services to audit and record accurate information on these properties.

Refer to appended spreadsheets.



MUDs and Goodwill
Services Contacts Req



ServiceEntitledPremi
sesData.xlsx

27.3 Nominated Facilities

Waste Type	Processing Company	Address	Operating Times	Travel Distance
Garbage¹	Suez	Rockdale, 5 Lindsay St, Rockdale NSW 2216	Open Sun-Thu 10pm, Sat-Sun 4am. Close Mon-Fri 8pm, Sat-Sun 11am	10.4km
		Artarmon, 12 Lanceley Pl, Artarmon NSW 2064		12.1km
Recyclables	Visy Recycling	6-10 Burrows Rd South, St Peters NSW 2044	Open 6am Mon-Fri, Close 6pm Mon-Fri	5.1km
Garden Organics	Veolia	3 Military Rd, Matraville NSW 2036	Open 6am Mon-Fri, Close 6pm Mon-Fri	11.0km
Clean Up – White Goods, Metals, e-waste¹	MRI	Rockdale, 5 Lindsay St, Rockdale NSW 2216	Open Sun-Thu 10pm, Sat-Sun 4am. Close Mon-Fri 8pm, Sat-Sun 11am	10.4km
		Artarmon, 12 Lanceley Pl, Artarmon NSW 2064		12.1km
Clean Up – All other non-putrescible waste	Veolia	3 Military Rd, Matraville NSW 2036	Open 6am Mon-Fri, Close 6pm Mon-Fri	11.0km
Clean Up – Mattress Waste (Option)	TIC Group	29 Chifley Street, Smithfield	Open 7am-2pm weekdays excluding public holidays	31.2km
	City of Sydney	67 Bourke Road Alexandria	Open 2pm-6pm weekdays, 6am to 6pm public holidays and weekends	3.7km
Food Organics	To be confirmed	To be confirmed	To be confirmed	To be confirmed
Textiles	To be confirmed	To be confirmed	To be confirmed	To be confirmed

Note 1: The City pays the same rate for processing at both Rockdale and Artarmon. The Contractor may elect to discharge to either Rockdale or Artarmon, however will only be entitled to claim the Transport and Discharge to the Rockdale facility, unless Rockdale is not available.