

Waste Collection Specification

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Part 4 – Garden Organics Collection Specification 1822 Domestic Waste Collection Tender

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1 Introduction

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

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

2 Service Requirements

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

Where the Property Owner has over-compacted waste in a bin, and this cannot be dislodged easily, the Contractor shall provide a Council approved sticker advising the customer to address this issue. The Contractor shall return no later than 24 hours later to service the bin. For Multi-unit dwellings, the Contractor shall also call the Building Manager and advise them of the issue.

Customers are required to present Garden Organics in a Mobile Bin. Where the Mobile Bin is full, the Customer is permitted to place additional Garden Organics neatly bundled alongside the bin and the Contractor is required to remove this also.

The Council's Garden Organics collection is an opt-in service and only a portion of the customers participate. Prior to commencement of services Council will provide the Contractor with all known customers who have chosen to opt in. During the Contract Term, the Contractor shall maintain a list of all opt-in customers. The Contractor shall charge for this service based on one of the two following arrangements being in place:

- When Council permits participants to present Garden Organics without a booking, the Contractor may claim schedule of rates items for every participant in the program; or
- When Council requires participants to book in a Garden Organics collection service, the Contractor may claim schedule of rates items only for actual collections of booked services. In this arrangement the Council will advise the Contractor of all bookings. Where the Contractor cannot find the booked item, the Contractor shall make contact with the resident through only email or SMS where provided. If the presentation location cannot be clarified and determined by the Contractor, then the booking shall be cancelled. In this circumstance the Contractor shall advise the resident where possible via email or SMS and be entitled to claim costs for the initial visit by the collection crew at the Schedule of Rates item for all bins registered for Garden Organics waste at the property.

The Contractor shall record every Garden Organics load serviced and immediately provide this data to Councils online records system. The Contractor and the Council will continue to monitor the regularity of customers presenting their Garden Organics Mobile Bin, and where instructed by Council the booking arrangements for Customers can change from permanent to a booked service (or vice versa).

2.1 Collection Service and Frequency for Single Premises

The Service involves the collection from single Premises in Mobile Bins and alongside the bin on typically a fortnightly basis.

In addition the Contractor will make available Mobile Bins, as specified in Clause 2.4 of this Specification.

All collections will be from an agreed collection location nearby the property, with the exception of Wheel-out and Wheel-back Collection Services as specified in Clause 4.8.3 of the General Specification and Special On Property Collections as specified in Clause 4.8.2 of the General Specification.

2.2 Collection Service for Multi-Unit Premises

The Service involves the collection from Multi-Unit Premises in Mobile Bins and alongside the bin on typically a fortnightly basis.

Multi-unit Premises typically operate with a collection service on a shared arrangement.

2.3 Collection Service and Frequency for Other Service-Entitled Premises

The Contractor shall provide Services to a number of other Service-Entitled Premises being non rateable properties as nominated in the Annexure to the General Specification as Good-will Services.

2.4 Council Nominates Bin Requirements

The Council will determine in consultation with the resident the number of bins, bin size and service frequency. The Contractor shall service the premises for the set number of bins, bin size and service frequency as advised by Council.

When so instructed by the Council, the Contractor must supply and/or remove the specific type of Mobile Bins to a Premises where Customers have chosen to reduce or increase the size or quantity of Mobile Bins.

Mobile bins no longer required by Customers are to be retrieved in accordance with the requirements of Clause 11.8 of the General Specification.

3 Garden Organics to be Collected

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

4 Performance Benchmarks, Incentives & Damages

4.1 Performance Benchmarks

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

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

Complaint type	Standard – per month
Missed Services	≤ 1 per 4,000 services

Early Starts	Nil
Other Customer Complaints	≤ 10

4.2 Performance Incentives and Damages

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

5 Additional Mobile Bin Requirements

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

- (a) have a lime green lid; and,
- (b) have a dark green or black body (as per the AS4123.7).

6 Additional Requirements for Vehicles

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

7 Garden Organics Ownership and Delivery

7.1 Council Ownership of Garden Organics

Council retains ownership of all Garden Organics collected as part of the Garden Organics Service. The Council will pay all processing costs.

7.2 Nominated Facility

The Contractor must deliver the collected Garden Organics to the Nominated Facility specified under Clause 7.6 of this Garden Organics Specification.

7.3 Alternative Facilities

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

7.4 Other Facilities

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

7.5 Payment for Transport to Alternative Facility

7.5.1 General

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

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

7.5.2 Payment for Use of Alternative Facility

If the Council nominates or approves an Alternative Facility under this Contract, the Transport and Discharge rates shall apply for the Alternative Facility.

For this purpose, the new journey will be the one-way trip distance, measured from the Approximate Centroid of the Service Area in a direct route to the Alternative Facility. The payment for the period during which the Alternative Facility is utilised will be calculated in accordance with the formula in Clause 7.5.3 of this Garden Organics Specification.

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

7.5.3 Calculation of Payment for Transport to Alternative Facility

The payment for transport to an Alternative Facility shall be determined by applying the appropriate Transport and Discharge rate in the Schedule of Rates for the total tonnes transported and discharged.

7.6 Garden Organics – Nominated Facility

The Garden Organics collected by the Contractor in the course of performing the Garden Organics Collection Service must be delivered to the Nominated Facility for processing, being as nominated in the General Specification.

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

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

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

The Contractor must provide the Council with evidence, as required, in the form of weighbridge dockets or the equivalent, to the satisfaction of the Council, of the separate amounts of all Garden Organics collected in the course of providing the services. At the time of unloading, the Contractor shall record on its on-line system to weight of the Garden Organics collected, as well as the associated weighbridge docket.

The Council may nominate an Alternative Facility during the Term of the Contract under Clause 7.3 of this Garden Organics Specification.

7.7 Rejection of Garden Organics

If a load of Garden Organics delivered by the Contractor contains greater than 15% by weight contamination the load may be rejected.

Each load is to be inspected as it is received. If the Nominated Facility and the Contractor agree that the load contains greater than 15% by weight contamination prior to unloading the vehicle, the load may be rejected by the Nominated Facility and the Contractor shall be responsible for disposing of the load. The Contractor must notify Council immediately that a load has been rejected and provide Council with all details of the load including the time, date, photo, registration details of the collection vehicle and so on.

If the Nominated Facility and the Contractor agree that the load contains greater than 15% by weight Contamination after unloading the material, the Nominated Facility may reject the load. The Nominated Facility shall arrange for the disposal of the rejected load. The Council shall be responsible for paying the handling and disposal fees for this load at the approved disposal

facility. The Contractor must notify the Council immediately that a load has been rejected and provide the Council with all details of the load including the time, date, photo, registration details of the collection vehicle and so on. The Contractor shall not claim for the Transport and Discharge costs from Council for the rejected load.

If the Nominated Facility and Contractor disagree that the load contains greater than 15% by weight Contamination after unloading, the Contractor shall inform the Council that the load shall be separated.

If the Nominated Facility and the Contractor cannot agree, the Nominated Facility shall arrange and pay for an independent auditor to audit the load to determine whether it contains greater than 15% by weight Contamination. The auditor's decision shall be final. The independent auditor must be Approved by the Council.

Where the audit shows that the load contained more than 15% by weight of Contamination, the Nominated Facility shall accept that the load has been rejected and shall not be paid the processing fee for this load. The Nominated Facility shall arrange for the disposal of the rejected load. The Council shall be responsible for paying the handling and disposal fees for this load at the approved disposal facility.

Where the audit shows that the load contained less than 15.1% Contamination the Nominated Facility must process the load and the City will reimburse the Nominated Facility the cost for this audit.

7.8 Only Materials from the Service Area

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

8 Contamination Management

8.1 Contamination Plan

The Council will be responsible for developing, implementing, monitoring, evaluating and reviewing a Contamination Management Plan. The Contractor's Contract Management Plan shall include provisions for managing contamination to minimise the possibility of contamination occurring during the performance of the services.

8.2 Supporting Materials to be Developed

The Council will be responsible for producing any supporting materials required to implement the plan such as stickers and brochures, with the exception of any stickers fixed to a bin or Dumped Waste stickers that shall be provided by the Contractor once the design is approved by Council.

8.3 Contamination Procedures

The Contractor must develop operational procedures to meet requirements set out in the Contamination Management Plan.

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

8.4 Minimum Contamination Requirements and Procedures

8.4.1 Gross Contamination – Visible at the Presentation Location

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

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

The Contractor must notify the Customer of the problem by way of written communication including a photo of the issue to a cleaner/building manager where relevant, and by placing an approved sticker on the Mobile Bin. Customers must be notified immediately upon the incident occurring. The Contractor shall arrange for the bin to be collected as part of a Garbage service collection by 6pm on the subsequent day. The Contractor shall charge the standard service collection fee for the Garden Organics Collection service, and is not entitled to also claim for the Garbage service collection. Once the Garden Organics bin is serviced by the Garbage Collection crew the Contractor shall remove the contamination sticker. The Contractor shall also immediately provide a record of the incident to the Councils online records system.

8.4.2 Contamination – Visible at the Presentation Location

If the Contractor finds Contamination, not considered to be Gross Contamination, on visual inspection of a Mobile Bin, the Contractor may empty the bin if deemed acceptable. The Contractor must immediately notify the Customer of the problem and clarify what is deemed acceptable presentation. The Customer must be notified by way of written communication including a photo of the issue to a cleaner/building manager where relevant, and by placing a sticker on the Mobile Bin. The Contractor shall remove the contamination sticker upon the next collection of the bin. The Contractor shall also immediately provide a record of the incident to the Councils online records system.

8.4.3 Contamination – Visible via Camera in Hopper

If the Contractor becomes aware of Contamination or Gross Contamination within a Mobile Bin in the process of emptying its contents into the Collection Vehicle, the Contractor must provide the Customer with immediate notification, specifying the problem and clarifying what is deemed acceptable presentation. The Customer must be notified by the Contractor of the problem immediately upon the incident occurring, by way of written communication, including a photo from the hopper camera of the issue, to a cleaner/building manager where relevant, and by placing a sticker on the Mobile Bin. The sticker shall be removed by the Contractor at the time of the next collection. The Contractor shall also immediately provide a record of the incident to the Councils online records system.

8.4.4 Multiple Occurrences – Second Occurrence

On the second occurrence, over a time period agreed upon by the Contractor and Council, of any incident at a Premise as specified under Clauses 8.4.1, 8.4.2 and 8.4.3 of this Garden Organics Specification, the Contractor must follow the procedure as outlined in the relevant Clause (i.e. 8.4.1, 8.4.2 and 8.4.3).

8.4.5 Multiple Occurrences – Third Occurrence

On the third occurrence, over a time period agreed upon by the Contractor and Council, of any incident, or combination of incidents as specified under Clauses 8.4.1, 8.4.2 and 8.4.3 of this Garden Organics Specification, the Contractor must follow the procedure as outlined in the relevant Clause (i.e. 8.4.1, 8.4.2 and 8.4.3).

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

8.4.6 Multiple Occurrences – Fourth Occurrence

If a further Contamination incident occurs, over a time period agreed upon by the Contractor and Council, or a combination of incidents as specified under Clauses 8.4.1, 8.4.2 and 8.4.3 of this Garden Organics Specification, the Contractor must follow the same procedure as outlined in the relevant Clause (i.e. 8.4.1, 8.4.2 and 8.4.3).

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

8.4.7 Multiple Occurrences – Cessation of Service

The Council may request that the Contractor cease the Garden Organics Service, as specified in Clause 6.3 of the General Specification, for a period of time determined by the Council at that Premise to which Clause 8.4.6 of this Garden Organics Specification applies. Council will notify the Customer in writing after removal of the service.

8.4.8 Contamination at the Nominated Facility

Unless otherwise provided, the Nominated Facility shall accept all loads of Garden Organics delivered regardless of the level of contamination.

Where the Nominated Facility claims that the load of Garden Organics is contaminated, the Contractor must maintain records (including photographs) of these loads. Each claimed contaminated load must be notified to the Council.

Where three (3) loads in any one calendar month are identified as contaminated and notified to the Manager, the City shall require that the Contractor attend meetings with the Council and the City's Nominated Facility.

The Council shall determine the timing and frequency of these meetings. Attendance at these meetings (at the Council's Offices) shall be at the Contractor's cost.

These 'contamination meetings' shall be designed to assist the City, the Contractor and the Nominated Facility to review all information and data regarding the continuing contamination or related issue/s.

The Contractor shall be responsible for presenting all data requested by the Manager for this review purpose. The Contractor, the Council and the Nominated Facility shall determine a course of action to ensure that the issue/s do not recur. The Council shall be the arbitrator of the action to be followed by the Contractor.

8.5 Reporting and Documenting Contamination Incidents

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

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

8.6 Contamination Plan Changes

The Council will provide the Contractor with details of any changes that impact contamination management and cessation of Services after repeated Contamination incidents.

If these Plan changes impact on the Contractor Contamination Procedures, the Council will compensate the Contractor for any additional cost incurred in the review of procedures and

development of supporting materials. The Contractor must be given reasonable notice to effect changes to the Contamination Procedures.

8.7 Review of Contamination Plan and Procedures Program

The Contamination Plan and Procedures Program must be evaluated and reviewed by the Council from time to time with input from the Contractor, at least on an annual basis. All reasonable changes must be agreed between the Council and the Contractor.