

Domestic Waste Collection

CITY OF SYDNEY
CONTRACT NO. 1822

Major Services Contract for Domestic Waste Collection

Domestic Waste Collection Number 1822

Council of the City of Sydney

ABN 22 636 550 790

Cleanaway Pty Ltd

ABN 79 000 164 938


17/38

KEY DETAILS

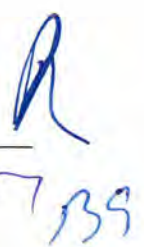
1	Date	See Execution page
2	Parties	
	City	
	Name	Council of the City of Sydney ABN 22 636 550 790
	Service Provider	
	Name	Cleanaway Pty Ltd ABN 79 000 164 938

BACKGROUND

- A The City wishes to engage the Service Provider, and the Service Provider has agreed to perform the Services, on the terms set out in the Contract.

TERMS

1. In this Formal Instrument of Agreement, terms which are defined in the General Conditions of Contract have the same meanings when used in this Formal Instrument of Agreement.
2. The parties agree that the Contract comprises the following documents:
 - (a) this Formal Instrument of Agreement;
 - (b) the General Conditions of Contract;
 - (c) Schedule 1 (Contract information);
 - (d) Schedule 2 (Fee);
 - (e) Schedule 3 (Specifications);
 - (f) Schedule 4 (Contract Area);
 - (g) Schedule 5 (Statutory Declaration);
 - (h) Schedule 6 (Bank Guarantee); and
 - (i) Schedule 7 (Expert Determination Agreement).
3. The parties agree that they must perform their respective obligations under the Contract.

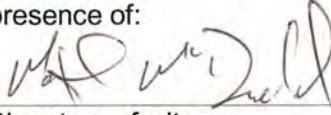
Handwritten signature and initials in blue ink, including a large 'R' and the number '139'.

4. The parties acknowledge and agree that:
 - (a) the Contract applies to all Services, whether they are performed before, on or after the Date of the Contract; and
 - (b) if any payments have been made to the Service Provider by the City prior to the Date of the Contract with respect to any Services, those payments are deemed to have been made pursuant to the Contract.
5. Each party represents and warrants to the other party that:
 - (a) it has full power to enter into and to comply with its obligations under the Contract;
 - (b) it has taken all necessary action to authorise its entry into and to comply with its obligations under the Contract;
 - (c) it has in full force and effect the authorisations necessary to enter into the Contract and to comply with its obligations under it and to allow it to be enforced; and
 - (d) its obligations under the Contract constitute its binding obligations and are completely and lawfully enforceable against it in accordance with their terms subject to laws generally affecting creditors' rights and to principles of equity.
6. If the Contract is signed in counterparts, then each counterpart is deemed an original and together they constitute one document.

EXECUTION

Executed as a deed on 6 February 2019

Signed for and on behalf of the **Council of the City of Sydney** ABN 22 636 550 790 by its duly authorised officer in the presence of:



Signature of witness

MATT MCDONALD

Print name




Signature of authorised officer

David Riordan

Print name
6/2/19

Signed by Cleanaway Pty Ltd ABN 79 000 164 938] in accordance with section 127(1) of the ~~Corporations Act~~ 2001 (Cth):



Signature of director/company secretary

YEAN FUNG WONG

Print name



Signature of director

Brendan Gill

Print name **Director**

OR

Signed for Cleanaway Pty Ltd ABN 79 000 164 938] under power of attorney in the presence of:

Signature of witness

Print name

Signature of attorney

Print name

Date of power of attorney

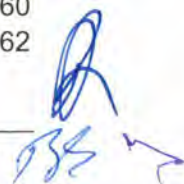


CONTENTS

GENERAL CONDITIONS OF CONTRACT	9
1 Definitions and interpretation	9
1.1 Definitions	9
1.2 Interpretation	16
1.3 Contra proferentem	17
1.4 Ambiguity or discrepancy	17
1.5 Miscellaneous	17
2 Contract Aims and Objectives	18
2.1 The aims and objectives of the Contract are:	18
3 Engagement of the Service Provider	19
3.1 Key obligations	19
3.2 Independent contractor	19
3.3 No authority	19
3.4 Conflict of interest	19
3.5 Basis of engagement	20
3.6 Transition In Period	20
4 Provision of the Services	21
4.1 General	21
4.2 Acknowledgements by Service Provider	21
4.3 Standard of performance	21
4.4 Additional Service Provider obligations	22
4.5 Timely provision of the Services	22
4.6 Acceleration Directions	23
4.7 Safety and the environment	23
4.8 Review of Deliverables	24
4.9 Risk of loss of documents	24
4.10 Authorisations	24
4.11 Quality assurance	24
4.12 WHS and environmental obligations	25
4.13 Industrial Relations	26
5 Changes in the Services	27
5.1 Service Changes in Case of Emergencies	27
5.2 Service Changes for changes to the Contract Service Area	27
5.3 Bin Audit	27
6 Contract Manager and Service Provider's Personnel	28
6.1 Contract Manager	28
6.2 Service Provider's Personnel	28
6.3 Subcontracting	30
7 Service Provider's Vehicles, Plant and Equipment	31
7.1 Generally	31

7.2	Deficient Vehicles, Plant and Equipment	31
7.3	Reasons for Direction	31
8	Property	31
8.1	Damage to Property	31
8.2	Damage to Mobile Bins Used in this Contract	32
8.3	Cost of Damage	32
8.4	Independent Expert	32
9	Security	32
9.1	Provision	32
9.2	Recourse	32
9.3	Reduction and release	33
9.4	No injunction	33
10	Behaviour and conduct	33
11	Administration of the Contract	33
11.1	Directions by Contract Manager	33
11.2	Operations Manager	34
12	Milestones and Service Levels	34
12.1	Milestones	34
12.2	Compliance with Service Levels	34
12.3	Service Level and Key Result Areas measurement	35
13	Access to a Work Site	36
13.1	Non-exclusive access	36
13.2	Requirement for access to a Work Site	36
14	City's Property	37
14.1	Access to the City's Property	37
14.2	Service Provider acknowledgment	37
14.3	Public information	38
14.4	Keys	38
15	Reports, meetings and audits	38
15.1	Reports	38
15.2	Meetings	39
15.3	Availability, audit and access	39
16	Variation or suspension of Services	40
16.1	Directions to vary	40
16.2	Consequences of variation or proposed variation	41
16.3	Valuation of variations	41
16.4	Urgent additional services	41
16.5	Optional Services	41
16.6	Change in law	41
16.7	Suspension of Services	42

17	Payment, Invoicing and GST	43
17.1	Fee	43
17.2	Set off	43
17.3	Invoices	43
17.4	Certification of Invoices	44
17.5	Method of payment	44
17.6	Effect of payment	44
17.7	Disputed invoices	44
17.8	Responsibility for Taxes	44
17.9	GST	45
17.10	Withholding tax	45
17.11	Fee reviews	45
17.12	Calculation of Revised Fee	46
18	Step in rights	48
19	Equipment, Data and Privacy	49
19.1	Ownership Of Equipment	49
19.2	Privacy	49
19.3	Ownership of and access to the City's Data	49
19.4	Use and disclosure of the City's Data	50
19.5	Confidentiality	50
19.6	Obligation to cease use	50
20	Intellectual Property	51
20.1	Service Provider's Material	51
20.2	City's Material	51
20.3	Developed Material	51
20.4	Third Party Licences and Moral Rights	51
20.5	Infringement Claim	52
20.6	Protection of information	53
20.7	Inspection of information and related documents	53
21	Indemnity	54
21.1	Indemnity	54
21.2	Limitation of Liability	54
22	Insurance	55
22.1	Service Provider's insurances	55
22.2	Period of insurance	57
22.3	Notice of potential claim	57
22.4	Severability and cross liability	58
23	Warranties	58
23.1	Mutual warranties	58
23.2	Service Provider's warranties	59
23.3	Breach of warranties	60
24	Confidentiality, privacy and related matters	60
24.1	Confidential information	60
24.2	Privacy	62



24.3	No publicity	62
24.4	Public Access to Government Information	62
25	Term and termination	63
25.1	Term	63
25.2	Further Terms	63
25.3	City may terminate for convenience	63
25.4	Termination for cause	64
25.5	Service Provider's obligations on termination or completion of the Services	65
26	Dispute resolution	65
26.1	Notice of dispute	65
26.2	Negotiation	65
26.3	Expert determination	65
26.4	The expert	66
26.5	Not arbitration	66
26.6	Procedure for determination	66
26.7	Disclosure of interest	66
26.8	Costs	66
26.9	Conclusion of expert determination	67
26.10	Liability of expert	67
26.11	Determination of expert	67
26.12	Litigation	67
26.13	Summary relief	67
27	Transition Out	68
27.1	Application	68
27.2	Objectives	68
27.3	Requirements for Transition Out	68
27.4	Implementation of Disengagement	68
27.5	Third party services	69
27.6	Assistance to third parties	69
28	Force Majeure	69
28.1	Notice and suspension of obligations	69
28.2	Effort to overcome	70
28.3	Alternative supply	70
28.4	Termination	70
29	Amendment and Assignment	70
29.1	Amendment	70
29.2	Assignment	70
29.3	Change of control	70
29.4	Termination	71
30	General	71
30.1	Governing law	71
30.2	Entire agreement	72
30.3	Operation of indemnities	72
30.4	City acting as an Authority	72

30.5	Exclusion of Part 4 of the Civil Liability Act 2002 (NSW)	72
30.6	Notices	72
30.7	Inconsistency with other documents	73
30.8	Liability for expenses	73
30.9	Survival of clauses	73
30.10	Counterparts	74
30.11	Attorneys	74
Schedule 1 - Contract information		75
Schedule 2 - Fee		79
Schedule 3 - Specifications		102
Schedule 4 – Contract Service Area		103
Schedule 5 – Statutory Declaration		104
Schedule 6 – Bank Guarantee		109
Schedule 7 – Expert determination agreement		110

Handwritten signature and initials in blue ink, located at the bottom right of the page.

GENERAL CONDITIONS OF CONTRACT

1 Definitions and interpretation

1.1 Definitions

In the Contract the Definition(s) in this Clause 1.1 and further in Clause 3.1 of Schedule 3 Section D Part 1 (General Specification), except where the context otherwise requires:

Approved means approved, an approval or selection by the Contract Manager at their sole discretion.

Approved Subcontractor means subcontractors approved to carry out Services as set out in Clause 6.3 (a).

Authorisation means:

- (a) an approval, authorisation, consent, declaration, exemption, permit, licence, notarisation or waiver, however it is described, and including any condition attached to it; and
- (b) in relation to anything that could be prohibited or restricted by law if a Government Agency acts in any way within a specified period, the expiry of that period without that action being taken.

Background Intellectual Property Rights means Intellectual Property Rights in documents or materials (including the Deliverables) provided by a party in connection with the Contract or the Services that is in existence prior to the Date of the Contract or developed or conceived by a party independently of the Contract.

Business Day means a day other than a Saturday, Sunday or a public holiday in New South Wales; or

City's Data means data of any kind of the City or of any customer or supplier of the City (other than the Service Provider) and includes data that:

- (a) may cause the City reputational or brand damage if it is the subject of unauthorised information disclosure, loss or corruption;
- (b) is the City's Personal Information; or
- (c) is corporate proprietary or financial information such as may be subject to the Corporations Act or would be the subject of Intellectual Property Rights owned by the City.

City's Material means all Material provided by or on behalf of the City to the Service Provider for the purposes of the Contract, and all adaptations, enhancements and derivative works of such Material.



City's Personal Information means Personal Information to which the Service Provider, or any third party engaged by the Service Provider, has access directly or indirectly in connection with this Contract, including the Personal Information of any personnel, customer or supplier of the City (other than the Service Provider).

City's Policies means all policies and procedures relevant to the provision of the Services, as notified in writing to the Service Provider.

City's Property means any property used or operated by or on behalf of the City and includes any systems, equipment or premises, whether owned, leased, licensed or rented by or on behalf of the City.

Claim includes any claim for an increase in the Fee, or for payment of money (including damages) or for an extension of time:

- (a) under, arising out of or in any way connected with the Contract, including any direction of the Contract Manager;
- (b) arising out of or in any way connected with the Services or either party's conduct before the Date of the Contract; or
- (c) otherwise at law or in equity including:
 - (i) by statute;
 - (ii) in tort for negligence or otherwise, including negligent misrepresentation; or
 - (iii) for restitution;

Contract means the agreement between the City and the Service Provider comprising the documents identified in clause 2 of the Formal Instrument of Agreement.

Contract Service Area means the area within which the Services will be provided as described in Schedule 5 and further described in the Specifications.

Contract Manager means the person named in Item 1 who is appointed by the City to manage and supervise the performance of the Services.

Cost means:

- (a) any cost, charge, expense or other expenditure (including legal fees, Costs and disbursements on the higher of a full indemnity basis and a solicitor and own client basis, determined without taxation, assessment or similar process and whether incurred by or awarded against a party); and
- (b) all interest, fines, penalties, charges or fees,

whether or not paid or due.

Date of the Contract means the date referred to in the Formal Instrument of Contract or, if undated, the date on which the City executes the Contract.

Defect means one or both of the following:

- (a) any defect, shrinkage, fault or omission in any part of the Services;
- (b) any other aspect of the Services which is not in accordance with the requirements of the Contract.

Deliverables means any items (including any software or hardware) required to be provided to the City, or a task to be completed for the City, by the Service Provider as part of the Services.

Developed Material means all systems and Material brought or required to be brought into existence by or on behalf of the Service Provider (excluding Material provided to the Service Provider by the City), product or results produced, concepts developed or work done by the Service Provider in the provision of Services, including the Deliverables.

Dispute means any dispute or difference between the parties arising out of, relating to or in connection with the Contract, including any dispute or difference as to the formation, validity, existence or termination of the Contract.

Environmental Laws means all laws and legislation relating to environmental protection, building and planning matters and includes the following:

- (a) the *Protection of the Environmental Operations Act 1997* (NSW);
- (b) the *Biosecurity Act 2015* (NSW); and
- (c) the *Contaminated Land Management Act 1997* (NSW).

Equipment means all items supplied by the Service Provider in accordance with clause 19 and clause 13 of Schedule D1 of this Contract.

Expiry Date means the date referred to in Item 2.

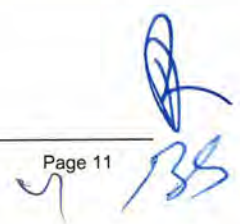
Fee means the fee as set out in Part A and Part B of Schedule 2 as may be adjusted in accordance with the Contract.

Force Majeure Event means in relation to a party an act, omission or circumstance which:

- (a) is beyond the *reasonable* control of that party; and
- (b) constitutes a fire, flood, earthquake, terrorism, riot, explosion or war, communicable disease for *which* the World Health Organisation or Department of Foreign Affairs and Trade have issued affected area or travel warnings, state-wide or national strike or other state-wide wide or national industrial action (except where such act, omission or circumstances is caused by the Service Provider).

Formal Instrument of Agreement means the "Formal Instrument of Agreement" to which the General Conditions of Contract are attached.

Further Term means an extension of the Term under clause 25.2.



General Conditions of Contract means the part of the Contract headed "General Conditions of Contract".

Government Agency means:

- (a) a government or government department or other body;
- (b) a governmental, semi-governmental or judicial person; or
- (c) a person (whether autonomous or not) who is charged with the administration of a law.

GST means the same as in the GST Law.

GST Law means the same as "GST law" in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Information Documents means:

- (a) the documents and other information described in Item 3; and
- (b) any other information identified by the City, whether before, on or after the Date of the Contract, as being for information only.

Infringement Claim means any actual, threatened or potential claim, demand, proceeding, suit, objection or other challenge:

- (a) affecting ownership of the Intellectual Property Rights in the Developed Material; or
- (b) that the supply or other use of the Services or the Developed Material infringes or may infringe the Intellectual Property Rights of a third party.

Insolvency Event means, in relation to the Service Provider, where:

- (a) it informs the City in writing or its creditors that it is insolvent or is financially unable to proceed with the Contract;
- (b) it is unable to pay its debts as and when they fall due;
- (c) notice is given of a meeting of its creditors with a view to the corporation entering a deed of company arrangement;
- (d) it enters a deed of company arrangement with its creditors;
- (e) a controller or administrator is appointed;
- (f) a winding-up order is made against it;
- (g) it resolves by special resolution that it should be wound up voluntarily; or
- (h) it suffers an event or circumstance analogous to an event or circumstance set out in paragraphs (a) to (g) above.

Intellectual Property Right means:

- (a) all intellectual property rights, including copyright, trade marks, designs, circuit layouts, patents, inventions, discoveries and rights of confidence; and
- (b) all other rights or forms of protection of a similar nature or having similar or equivalent effect to any of them, whether under international convention or otherwise,

that may subsist anywhere in the world, whether current or future or registered (including applications for any of the above) or unregistered (but excluding Moral Rights).

Item means an Item in Schedule 1.

Key Result Areas shall mean means service levels as set out in Clause 20.7 of Schedule D1.

Key Personnel means the persons nominated in Item 4, as may be varied in accordance with clause 6.2(d).

Laws means all applicable laws, regulations, industry codes and standards, including all Environmental Laws, the GST Law, Privacy Laws and WHS Law.

Liability means any liability whether:

- (a) liquidated or not;
- (b) arising from or in connection with any obligation (whether as a principal obligation, a surety or an indemnity);
- (c) legal or equitable;
- (d) present, prospective or contingent; or
- (e) owed, incurred or imposed by or to or on account of or for the account of any person alone or severally or jointly with another or others.

Material means material in any form (whether visible or not), including documents, advertisements (in print, electronic or recorded format), recordings on disc or any other form of storage, reports, products, equipment, information, data, software, software tools and software development methodologies, and includes all releases, updates and amendments to the original material.

Milestone means a date, phase or provision of a Deliverable specified in Schedule 1.

Mobile Bins has its meaning under the Specifications.

Moral Rights means moral rights as described under Part IX of the *Copyright Act 1968* (Cth), and any analogous rights that exist anywhere in the world.

Operations Manager means the person named in Item 5 of Schedule 1 who is appointed by the Service Provider to manage and supervise the performance of the Services.



Optional Services means the Optional Services as described in the Specifications.

Performance Date means a date by which a Milestone must be completed by the Service Provider as set out in Schedule 1.

Personal Information means all personal information as defined under section 6 of the *Privacy Act 1988* (Cth) and section 4 of the *Privacy and Personal Information Protection Act 1998* (NSW) that is provided or obtained by either the City or the Service Provider (as applicable) or its Personnel in connection with the performance of its obligations under the Contract.

Personnel means a party's officers, employees, agents or contractors, and in relation to the Service Provider, includes its Key Personnel and Subcontractors.

Privacy Laws means the *Privacy Act 1988* (Cth), the *Privacy and Personal Information Protection Act 1998* (NSW), the *Spam Act 2003* (Cth), the *Do Not Call Register Act 2006* (Cth) and any other applicable legislation, principles, industry codes and policies relating to the handling of Personal Information.

Quality and Operational Plan means the Quality and Operational Plan referenced in the Specifications.

Response and Rectification Requirements means the requirements set out in the Specifications.

Schedule of Rates means the schedule of rates submitted by the Service Provider as part of the tender and as accepted by the City as set out in Schedule 2.

Security means:

- (a) an approved unconditional undertaking (the form in Schedule 6 is approved);
- (b) an approved performance undertaking given by an approved financial institution; or
- (c) such other form of security approved by the City.

Service Level Measurements means the measurements set out in Clause 20.3 of Schedule 3 Section D Part 1 (General Specification).

Service Level Rights means the rights that may be exercised by the City in relation to a service level specified in Schedule 3, including the right to claim rebates and other remedies.

Service Levels means service levels as set out in Clause 20.3 of Schedule D1.

Services means the services described in the Specifications, as may be varied in accordance with clause 16.1.

Service Provider's Material means any Material owned by or licensed to the Service Provider associated or connected with the performance of the Services or provision of the Deliverables but does not include the City's Material or the Developed Material.



Specifications means the document(s) referred to in Schedule 3.

Start Date means the date set out in Schedule 1.

Subcontractor's Statement means the statement by the Service Provider in the form attached at Schedule 5 which declares that the Service Provider has made payments for workers compensation, pay-roll tax and remuneration as is required by s.175B of the *Workers Compensation Act 1987* (NSW), Schedule 2 Part 5 of the *Payroll Tax Act 2007* (NSW) and s 127 of the *Industrial Relations Act 1996* (NSW).

Transition In Fee means the fees specified in Pricing Schedule, which is payable only during the Transition In Period.

Transition In Period means the period commencing on the date of execution of the Contract and expiring on 30th June 2019.

Transition In Plan means the plan so described in Schedule 3, D1 Clause 4.5 (a).

Transition In Services means the services in Schedule 3, D1 Clause 4.5 b) to j) inclusive.

Transition In Services Plan means the transition in services plan which complies with the requirements set out Schedule 3, D1 Clause 4.5, Service Plans which is to be developed into an approved Plan by the Service Provider in accordance with the clause.

Transition Out Fee means the fee specified in Schedule 3 which is only payable during the Transition out Period.

Transition Out Period means the period commencing on the date specified in clause 27.1 and ending on the intended date of termination of the Contract, which will either be:

- (a) the end of the Term; or
- (b) the date specified by the City in a termination notice.

Transition Out Plan means the transition out plan which complies with the requirements set out in Schedule 3 which is to be developed into an approved Plan by the Service Provider in accordance with clauses 27.3 (a) and 27.4 (b) of this Contract

Transition Out Services means the services to be provided by the Service Provider in anticipation of the termination of the Contract, which will include:

- (a) selling, transferring, assigning or relocating the Developed Material (whether finalised or works in progress), and any associated equipment, parts, documents, files, plans and related items;
- (b) novating or assigning or securing the novation or assignment of such third party agreements (including software licences) as are specified by the City;
- (c) any other transition out services set out in the Transition Out Plan:

- (d) transferring the Services, to another services provider or to the City itself.

Subcontractor means a person engaged by the Service Provider in accordance with clause 6.3 to assist in the provision of the Services.

Tax means a tax, levy, duty, charge, deduction or withholding, however it is described, that is imposed by law or by a Government Agency, together with any related interest, penalty, fine or other charge.

Term has the meaning given to that term in clause 25.1.

WHS Law means the *Work Health and Safety Act 2011 (NSW)* and the *Work Health and Safety Regulation 2011 (NSW)*.

WHS Policy and Standard means the standards set out in Clause 14 of D1 General Specification.

WHS Returnable Documents means the work health and safety documentation described in Item 10, including risk assessments and safe work method statements in relation to the Services.

WHS&E Requirements means the WHS Act and any other Laws relating to WHS&E, codes of practice, Australian Standards, guidance materials issued by any regulator and the City's policies and procedures relating to the WHS&E

Work Site means the site referred to in Item 6.

1.2 Interpretation

In the Contract, except where the context otherwise requires:

- (a) clause and subclause headings shall not be used in the interpretation of the Contract;
- (b) words in the singular include the plural and words in the plural include the singular, according to the requirements of the context;
- (c) words importing a gender include every gender;
- (d) a reference to \$ or dollars is to Australian dollars;
- (e) the words "including", "include" and "included" are deemed to be followed by the words "without limitation";
- (f) a reference to legislation or a provision of legislation is to that provision or legislation as amended, re-enacted or replaced from time to time;
- (g) a reference to a document that comprises the Contract includes a reference to a part, clause, schedule, exhibit, annexure and appendix to, of and in that document;
- (h) a reference to a body which ceases to exist is a reference to a body that the parties agree to substitute for the named body or, failing agreement, to a body having substantially the same objects as the named body; and



- (i) where the Service Provider comprises of more than one person, each of the persons comprising the Service Provider will be jointly and severally liable under the Contract.

1.3 **Contra proferentem**

This Contract is not to be interpreted against the interests of a party merely because that party proposed the Contract or some provision in it.

1.4 **Ambiguity or discrepancy**

- (a) If the Service Provider becomes aware of any ambiguity or discrepancy in any document forming, or a provision of, the Contract, the Service Provider must, within 10 Business Days of becoming aware, give written notice to the City detailing the ambiguity or discrepancy.
- (b) The City must direct the Service Provider as to the interpretation to be followed as soon as reasonably practicable after receipt of a notice under clause 1.4(a).

1.5 **Miscellaneous**

- (a) Where a party is comprised of two or more persons, each person will be jointly and severally bound by that party's obligations under the Contract.
- (b) Any provision of the Contract which is illegal, void or unenforceable will be ineffective to the extent only of such illegality, voidness or unenforceability and such illegality, voidness or unenforceability will not invalidate any other provision of the Contract.
- (c) Any consent or approval required under the Contract will only be effective if given in writing and may be given conditionally or unconditionally or withheld by the person acting reasonably whose consent or approval is required unless otherwise expressly provided.
- (d) Any amendment or modification to the Contract will only be effective if given in writing and signed by or on behalf of both parties.
- (e) Unless a contrary intention is specifically expressed, no provision of the Contract limits any right of the City or the Service Provider, whether under the Contract or under any law.
- (f) Unless a contrary intention is specifically expressed, none of the following items limit or otherwise reduce the Service Provider's warranties or obligations under the Contract:
 - (i) an approval or consent given by or on behalf of the City;
 - (ii) any review, consultation, monitoring or audit undertaken by or on behalf of the City; or



2 Contract Aims and Objectives

2.1 The aims and objectives of the Contract are:

- (a) to achieve and maintain a high standard of performance in provision of the services by the Service Provider using best practice methods and systems;
- (b) to maintain services within the performance benchmarks for missed services, early starts and other customer complaints;
- (c) to regularly assess the performance of the Service Provider and to gain continual improvement to work practices and resource recovery;
- (d) to promote the health, safety and welfare of all persons engaged in or affected by the services;
- (e) to minimise noise impacts and to ensure all split materials are clean up during collection;
- (f) to provide environmental compliant services;
- (g) to facilitate a sustained effort to increase the type, quality and amount of resources recovered from the waste stream;
- (h) to preserve the resource integrity and value of recoverable and reusable materials delivered to the processing facility
- (i) to provide high standard, integrated waste and resource recovery services, based on 'best practice' principles, which are complementary to national, state and regional waste strategies as well as Council's own waste management strategy and policies
- (j) to fulfil the City's obligations under legislation relating to provision of waste and resource recovery services
- (k) to fulfil the City's obligations under the City's charter in the Local Government Act 1993 including to 'properly manage, develop, protect, restore, enhance and conserve the environment of the area for which it is responsible in a manner which is consistent with and promotes the principles of ecologically sustainable development' and 'have regard to the long term and cumulative effect of its decisions'
- (l) to provide cost-effective services that users perceive as offering value for money
- (m) to deliver a service that provides a high level of Customer satisfaction
- (n) to meet and adhere to the approved Quality and Operational Plan.

3 Engagement of the Service Provider

3.1 Key obligations

- (a) The Service Provider must perform its obligations under the Contract, including the Services, in accordance with the terms of the Contract.
- (b) The City must pay the Service Provider the Fee in accordance with the Contract.
- (c) The Service Provider's entitlement to payment under the Contract in respect of the performance of the Services is strictly limited to:
 - (i) the Fee; and
 - (ii) any other payment to be made under an express provision of the Contract,

and no other circumstances. Without limiting the foregoing, the Service Provider acknowledges and agrees that there may be periods of inactivity on the part of the Service Provider between stages of the Services and the Service Provider must not make any claim against the City as a result of any such inactivity.

- (d) Except where the Service Provider is entitled to payment in accordance with an express provision of the Contract, the Service Provider must bear all costs and expenses (including travel, accommodation and other disbursements) in relation to the performance or non-performance of the Services and its other obligations under the Contract.

3.2 Independent contractor

- (a) The Service Provider is engaged as an independent contractor.
- (b) Nothing in the Contract makes the Service Provider an employee, agent, partner or joint venturer of the City.

3.3 No authority

Except with the prior written consent of the City, the Service Provider acknowledges and agrees that it has no authority to, and must not:

- (a) act on behalf of the City;
- (b) incur any obligation on behalf of the City; or
- (c) enter into any verbal or written agreement on behalf of the City.

3.4 Conflict of interest

- (a) As at the Date of the Contract, the Service Provider is not aware of any matter which may give rise to an actual or perceived conflict of interest relating to the performance of the Services by the Service Provider.



- (b) If, at any time prior to the expiry or earlier termination of the Contract, the Service Provider becomes aware of any matter which may give rise to an actual or perceived conflict of interest relating to the performance of the Services by the Service Provider, the Service Provider must:
 - (i) immediately notify the City of such matters, including making full disclosure of all relevant information relating to the conflict; and
 - (ii) take such steps to resolve or manage such conflict as required by the City.

3.5 Basis of engagement

The Service Provider acknowledges that:

- (a) the Services may be varied or reduced or excluded from this Contract in accordance with clause 16; and
- (b) the City acting reasonably and to the extent necessary may engage other service providers to perform some or all of the Services.

3.6 Transition In Period

- (a) During the Transition In Period, the Service Provider must provide the Transition In Services in accordance with Schedule 3 Part D1 Clause 4.5.
- (b) In consideration for the Transition In Services being provided, the City will pay the Service Provider the Transition In Fee.
- (c) The purpose of the Transition In Services is to:
 - (i) enable the Service Provider to transition the performance of the Services from the City or its existing service providers to performing the Services from the day after the expiry of the Transition-In Period; and
 - (ii) eliminate or minimise any disruption to the Services (including the Transition Services) as a result of the transition of the Services to the Service Provider from the City or its existing service providers.
- (d) The Service Provider must ensure that as part of the Transition In Services:
 - (i) it provides the Transition In Plan to the City on the Start Date for approval and makes any changes to the Transition In Plan required by the City;
 - (ii) it implements the approved Transition In Plan;
 - (iii) it makes available to the City all of its Personnel and provides all resources necessary to perform the Transition Services;
 - (iv) there is no degradation of Service Levels or quality of service during the Transition Period; and



- (v) there is no interruption to the Services during the Transition In Period.
- (e) The Service Provider acknowledges all Service Levels and Service Level Rights apply during the Transition In Period.
- (f) The City will, and will procure that any existing service providers, provide all reasonable assistance to the Service Provider during the Transition In Period and in performing the Transition In Services.

4 Provision of the Services

4.1 General

The Service Provider must:

- (a) perform the Services (including providing the Deliverables) in accordance with the terms of the Contract;
- (b) comply strictly with the Specifications; and
- (c) ensure that all Services and Deliverables comply with all applicable Laws and Australian Standards.

4.2 Acknowledgements by Service Provider

- (a) The Service Provider represents and confirms that it has the requisite technology, Personnel, resources and ability to enable it to perform the Services and all of its other obligations under the Contract.
- (b) The Service Provider acknowledges and agrees that the City has entered into the Contract relying on the representations and confirmations set out in clause 4.2(a).

4.3 Standard of performance

In providing the Services and performing its obligations under this Contract, the Service Provider must at all times ensure that the Services are provided:

- (a) in a highly professional and ethical manner and with the level of due care and skill which may be expected of a professional organisation experienced in providing the services of the type and complexity of the Services;
- (b) so that the Services and any Deliverables are fit for the purposes for which services of that type are commonly acquired and any other purposes which have been notified to the Service Provider by the City;
- (c) in a fully integrated, consistent and seamless manner with no overlaps or gaps between the performance of the Services;
- (d) in accordance with all Laws, legislation and the City's Policies;

- (e) so that the Services meet or exceed the Service Levels and Key Result Areas;
- (f) at the Service Provider's Cost at all times;
- (g) in accordance with the response and rectification requirements of the Specifications; and
- (h) as otherwise agreed by the parties.

4.4 Additional Service Provider obligations

The Service Provider must:

- (a) supply everything necessary for the performance of its obligations under this Contract;
- (b) use any equipment in performance of the Services in the proper manner for the purposes for which it is provided and in accordance with the manufacturer's and supplier's directions;
- (c) maintain the City's Property and any Site used in the performance of the Services in good condition;
- (d) cooperate with any of the City's personnel and contractors in the performance of the Services or as otherwise directed by the Contract Manager from time to time;
- (e) take all necessary and reasonable steps to ensure the security of a Site is maintained;
- (f) attend inspections of the Site with the City at the City's request;
- (g) to the best of its knowledge and ability achieve best value for money for the City in the provision of the Services;
- (h) ensure that the City is fully and accurately informed of all matters which are the subject of the Services including advising the City of any changes to any Laws affecting the Services within 14 Business Days of the change coming into effect;
- (i) ensure that the City has the benefit of all manufacturer's warranties for all goods supplied in relation to the Services and will enter into all documents and do all things required to do so; and
- (j) [REDACTED]

4.5 Timely provision of the Services

The Service Provider must provide the Services expeditiously.



4.6 Acceleration Directions

- (a) The City may direct the Service Provider to accelerate the progress of the Services (whether or not the City seeks to advance rate of progress) by written notice entitled "Acceleration Direction".
- (b) Provided that:
 - (i) a notice given under clause 4.6(a) is not necessarily given due to the default of the Service Provider; and

- (ii) [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

4.7 Safety and the environment

Without limiting its other obligations under the Contract or otherwise at law, when carrying out the Services, the Service Provider must:

- (a) immediately inform the Contract Manager if it becomes aware of the existence or possibility of any work health, safety and environmental issues (including any potential breach of any WHS Law) that comes to its attention in connection with the Services;
- (b) have a work health and safety management system in place and apply that system at all times whilst carrying out the Services;
- (c) comply with all Laws relating to the environment and environmental best practice;
- (d) notify the City if the Service Provider is issued with any notices, "show cause" demands, orders, demands or other written communications received from a Government Agency which relate to the breach of any environmental Laws;
- (e) notify the City if the Service Provider or its subcontractors are charged, prosecuted or convicted of an offence or breach of any environmental Laws;
- (f) if applicable, prior to commencing any Services on the Work Site, ensure that all Personnel have undertaken any required induction; and
- (g) as necessary, consult, cooperate and coordinate activities with the City and any other persons who have a common duty under the WHS Law.



4.8 Review of Deliverables

- (a) The Contract Manager may:
 - (i) review any Deliverable, or any resubmitted Deliverable, prepared and submitted by the Service Provider; and
 - (ii) within the number of days set out in Item 7 of the submission by the Service Provider of such Deliverable or resubmitted Deliverable, reject the Deliverable.
- (b) If any Deliverable is rejected, the Service Provider must promptly (and in any event within the period specified in Item 8) resubmit the amended Deliverable to the Contract Manager.
- (c) The Service Provider acknowledges and agrees that:
 - (i) neither the Contract Manager nor the City assume or owe any duty of care or other responsibility to the Service Provider, and shall not be required to check any Deliverable for Defects, errors, omissions or compliance with the Contract; and
 - (ii) any review of, or comment by, the Contract Manager or the City in relation to a Deliverable provided by the Service Provider under the Contract, shall not relieve the Service Provider from its liabilities and responsibilities under the Contract or otherwise at law.

4.9 Risk of loss of documents

Until the Service Provider stores all documents created in connection with the Services on the City's relevant asset or document management system, the Service Provider is responsible for the preservation from loss or damage of all documents (including documents stored electronically) created by or provided to the Service Provider in connection with the Services, including the Deliverables.

4.10 Authorisations

The Service Provider must:

- (a) ensure that it has all Authorisations which are necessary for it to lawfully provide the Services;
- (b) ensure that any such Authorisations are held throughout the Term; and
- (c) provide the City with a copy of any Authorisation and give proof of its currency at the City's request.

4.11 Quality assurance

- (a) The Service Provider must establish and maintain a documented quality assurance system about the Services in accordance with any standard referred to in Item 9.

M
BS

- (b) The Service Provider must allow the City, or any person nominated by the City, reasonable access to all premises, Personnel, systems, equipment and documents necessary to permit the auditing of the Service Provider's quality control system.

4.12 WHS and environmental obligations

- (a) The Service Provider must accurately complete and provide to the City the WHS Returnable Documents by the due dates set out in Item 10.
- (b) The Service Provider must:
 - (i) take all measures necessary to protect people, the environment and property;
 - (ii) understand its legislative responsibilities as a PCBU as it relates to this Contract;
 - (iii) ensure all Services are delivered in full compliance with legislative requirements and the City's applicable policies;
 - (iv) work collaboratively with the City to manage shared work health and safety responsibilities;
 - (v) adopt a proactive and innovative approach to managing safety;
 - (vi) deliver all Services with the intent of improving the sustainability of the City's operations, delivering both economic and socio-environmental benefits;
 - (vii) be cognisant of safety at all times and consider the potential impact of their works on others; andensure the Services meet the safety, security and environmental requirements set out in this clause 4.12 and elsewhere in this Contract.
- (c) Without limiting clause 4.1(c), the Service Provider must in the performance of the Services:
 - (i) comply with the City's environmental and work health and safety policies as notified by the City to the Service Provider in writing) and including, without limitation, the WHS 7E requirements and the WHS Policy and Standard; and
 - (ii) without limiting clause 4.12(c)(i):
 - (A) act in such a manner as to avoid nuisance, unreasonable interference, or damage to the environment and in accordance with any environmental management plan provided by the City to the Service Provider;
 - (B) dispose of all solid, liquid and gaseous contaminants in accordance with applicable Laws and/or the City's



requirements and/or the requirements of any relevant Government Agency;

- (C) remove all refuse resulting from the performance of the Services; and
 - (D) not use or permit the use of any toxic chemicals or materials in connection with the performance of the Services without the City's prior consent and the prior consent of any relevant Government Agency or land owner.
- (d) The Service Provider must notify the City if the Service Provider becomes aware that any of its Personnel is not complying with the City's Policies notified by the City to the Service Provider in accordance with clause 4.12(c)(i) or with any work health and safety requirements applicable to the Services.
- (e) Where the legislation requires, the City appoints the Service Provider as the principal contractor under the *Work Health & Safety Act 2011* (NSW). The Service Provider must bear all costs associated with being the principal contractor.
- (f) The City or any person authorised by the City is entitled to review and audit:
- (i) compliance by the Service Provider with clause 4.11 and 4.12;
 - (ii) the Service Provider's work health and safety systems; and
 - (iii) any procedures or work practices adopted by the Service Provider which have work health and safety implications.
- (g) The Service Provider must do the following to permit anyone entitled to conduct a review and audit under clauses 4.11 and 4.12:
- (i) allow access to any property, premises, plant or equipment of the Service Provider utilised in relation to the Services;
 - (ii) allow access to any records and documentation including those of any sub-contractor which are relevant to the review and audit; and
 - (iii) allow communication with any Personnel.
- (h) [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

4.13 Industrial Relations

- (a) The Service Provider agrees that the responsibility for industrial relations with regards to its employees rests with the Service Provider.

[Handwritten signature]
[Handwritten initials]

- (b) The Service Provider agrees to keep the City fully and promptly informed of any industrial relations problems or issues which affect or are likely to affect the performance of the Services and the Deliverables.

5 Changes in the Services

5.1 Service Changes in Case of Emergencies

- (a) Where in the opinion of the City an emergency exists which poses a risk to public health, public safety or the environment the City may direct the Service Provider to provide additional or varied Services.
- (b) [REDACTED]

5.2 Service Changes for changes to the Contract Service Area

- (a) The City may at any time request changes to the Contract Service Area provided under this Contract.
- (b) [REDACTED]
- (c) [REDACTED]
- (d) Notwithstanding Clause 5.2(b) and (c), if from 1st July 2019 till 30th June 2022 any changes are made to the Contract Service Area then Schedule 2 shall apply to all additional Mobile Bin collection.

5.3 Bin Audit

If:

- (a) the results of the bin audit (under clause 4.5 (d), Part D1 – General Specification of the Specifications) demonstrate (to both Parties satisfaction) that the bin quantities that relate to the Services are less than or greater than the Assumed Quantities (under Schedule 2) by more than or equal to [REDACTED]; and
- (b) the Service Provider can demonstrate to the City that the increase or decrease (demonstrated under clause (a)) will have a material increase or decrease in cost to the Service Provider,

then Clause 16 shall apply.



6 Contract Manager and Service Provider's Personnel

6.1 Contract Manager

- (a) The Contract Manager has authority to act on behalf of the City as its agent and for all purposes in connection with the Contract, except as notified to the Service Provider by the City.
- (b) The Contract Manager may, from time to time, appoint individuals to exercise delegated functions of the Contract Manager, provided that:
 - (i) the Contract Manager gives the Service Provider written notice of respectively:
 - (A) the appointment, including the name and delegated functions of the appointed person; and
 - (B) the termination of each appointment.
- (c) The Service Provider must comply with all reasonable directions given by the Contract Manager. If a direction by the Contract Manager is given orally, and is to be relied upon by the Service Provider in seeking additional payment, the Service Provider must confirm the oral direction in writing with the Contract Manager within five Business Days of the direction being given.

6.2 Service Provider's Personnel

- (a) The Service Provider must only engage Personnel in the performance of the Services who:
 - (i) are appropriately qualified, competent and experienced in the provision of the type of services required under the Contract; and
 - (ii) hold and maintain all necessary professional, technical, trade or other licences, authorisations and registrations relevant to the Services and the Contract.
- (b) The City acting reasonably has the right to object (without giving reasons) to the Personnel proposed to be engaged by the Service Provider to perform the Services before the Service Provider may permit the Personnel to work on the Site. If the City objects to the Personnel, then the Service Provider must not permit that Personnel to work on any Site. In exercising its right in this clause, the City has a right to interview Personnel at the management level.
- (c) The City may, at any time during the Term in its absolutely discretion but acting reasonably, give notice requiring the Service Provider to remove Personnel from work relating to the Services, in which case the Service Provider must promptly arrange for the removal of such Personnel and ensure that any replacement Personnel are acceptable to the City. The City is not bound to give any reasons for the direction and will not be in any way liable in respect of any claim made by such a person for wages and

damages and the Service Provider must indemnify and keep indemnified the City against any such claim.

(d) The Service Provider must:

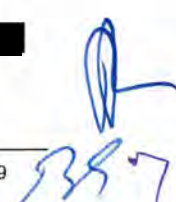
- (i) ensure that each Key Personnel undertakes the role specified in Item 4, and must not replace any Key Personnel without the prior written approval of the Contract Manager;
- (ii) not permit any Key Personnel to undertake any other role or assignment which would conflict with the Service Provider's obligations under the Contract;
- (iii) ensure the Personnel comply with any specific dress code and other requirements notified in writing by the City from time to time, including any requirement to display identification (such as name tags or badges) and accreditation issued by the City;
- (iv) ensure the Personnel render the Services in a polite and helpful manner;
- (v) promptly, but in any event no later than 5 Business Days:
 - (A) advise the Contract Manager in writing if it becomes aware or if a Key Personnel in fact ceases to be employed by the Service Provider; and
 - (B) advise the Contract Manager with whom the Service Provider proposes to replace the affected Key Personnel, with the Contract Manager able to reject any person proposed under this clause 6.2(d)(v)(B) at the Contract Manager's sole discretion; and
- (vi) ensure that the Personnel comply with all Laws applicable to the provision of the Services.

(e) The Service Provider must ensure that whilst on duty no Personnel:

- (i) consumes any alcoholic beverage;
- (ii) is intoxicated;
- (iii) is under the influence of any drug which could impede his or her ability to safely or efficiently perform the Services; or
- (iv) uses any telephones or other equipment on a Site without the consent of the owner of that equipment.

(f)

[REDACTED]



- [REDACTED]
- (g) The Service Provider's responsibility for the performance of the Services and for the work and performance of its Personnel is not lessened or otherwise affected in any way by this clause 6.2 or by anything done in accordance with this clause 6.2.

6.3 Subcontracting

- (a) Without limiting clause 6.2, the Service Provider may only engage Subcontractors in connection with the provision of the Services if, before the engagement of any proposed Subcontractor, the City has consented in writing to the engagement of that Subcontractor for the relevant part of the Services (each an Approved Subcontractor).
- (b) Other than in emergency situations, the City's consent to any subcontractor may be withheld at the City's absolute discretion.
- (c) If the Service Provider engages a Subcontractor, the Service Provider must:
- (i) ensure the services performed by the Subcontractor meet the applicable requirements of the Contract;
 - (ii) be entitled to immediately terminate the engagement of the Subcontractor if the Contract is terminated;
 - (iii) ensure that the proposed Subcontractor and its officers, employees, agents or contractors involved in the performance of the subcontracted services:
 - (A) are appropriately qualified, competent and experienced in the provision of the type of services required under the Contract; and
 - (B) hold and maintain all necessary professional, technical, trade or other licences, authorisations, registrations and insurances relevant to the subcontracted services; and
 - (iv) on request from the Contract Manager, provide the City with a copy of any subcontract entered into with the Subcontractor (without prices if the Service Provider requires).
- (d) The obligations of the Service Provider under the Contract are not lessened or otherwise affected by any subcontracting.
- (e) The Service Provider is responsible for the acts and omissions of its Subcontractors as if they were acts and omissions of the Service Provider.
- (f) The parties agree to meet at least once every six (6) months to consider and if necessary amend the list of Approved Subcontractors.

7 Service Provider's Vehicles, Plant and Equipment

7.1 Generally

The Service Provider will ensure that all of its Vehicles, Plant and Equipment being used in the performance of this Contract:

- (a) comply with all applicable Acts, regulations and by-laws; and,
- (b) are suitable for the purpose for which they are to be used; and,
- (c) are maintained in good repair and condition; and,
- (d) are safe and without risks to health.

7.2 Deficient Vehicles, Plant and Equipment

Notice of Efficiency

If the Contract Manager, acting reasonably, considers that any item of the Service Provider's Vehicles, Plant and Equipment is deficient, the Contract Manager may give Notice to the Service Provider:

- (a) specifying the deficiency;
- (b) stating a date by which the deficiency is to be remedied;
- (c) stating that the item of the Service Provider's Vehicles, Plant and Equipment is not to be further used in the performance of the Services or otherwise in connection with this Contract until the deficiency has been remedied;
- (d) stating that the item of the Service Provider's Vehicles, Plant and Equipment may only be used subject to specified conditions until the deficiency has been remedied; and
- (e) may require the Service Provider to obtain the City's Approval before using the item of Vehicles, Plant and Equipment which has been subject to a Notice of deficiency under clause (a) above.

7.3 Reasons for Direction

Any Notice given under this Clause will give reasons for the City's direction.

8 Property

8.1 Damage to Property

The Service Provider will as reasonably directed by the City, remedy any such damage done by its employees, agents or subcontractors to any property of the City or any other person as soon as practicable. [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]



[REDACTED]

8.2 Damage to Mobile Bins Used in this Contract

[REDACTED]

[REDACTED]

[REDACTED] s.

8.3 Cost of Damage

The City following consultation with the Service Provider will determine the cost of effecting any necessary repairs or the amount of reasonable compensation to be paid to the owner of any property in accordance with Clause 8 of this Contract, which may include any professional fees and costs that are deemed by the City to be attributable to the application of Clause 8 of this Contract.

[REDACTED]

8.4 Independent Expert

For the purposes of Clause 8.3 of this Contract, an 'independent expert' shall be a person agreed upon by the City and the Service Provider as having the skills necessary to carry out the review. If no such agreement is reached within 21 days of the Service Provider's request for such review, either the City or the Service Provider may request the President for the time being of the Law Society of New South Wales to nominate the independent expert and the expert so nominated shall be appointed to carry out the review.

9 Security

9.1 Provision

Security must be provided by the Service Provider in accordance with Item 11.

9.2 Recourse

(a) [REDACTED]



- (i) [REDACTED]
- (ii) [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
- (iii) considers that it is entitled to terminate the Contract either at law or under the Contract; or
- (iv) the City has any other entitlement under the Contract to have recourse to the Security,

notwithstanding the existence of any Dispute between the City and the Service Provider.

9.3 Reduction and release

- (a) Subject to clause 17.2, the City's entitlement to the Security will cease upon the expiry of the Term or the Further Term.
- (b) Upon the City's entitlement to Security ceasing, the City will release and return forthwith the Security to the Service Provider.

9.4 No injunction

The Service Provider acknowledges and agrees that it will not at any time take steps to injunct or restrain or attempt to injunct or restrain any issuer of Security contemplated in this clause 9 from paying the City pursuant to that Security or the City from taking any steps to obtain payment under any such Security or using the proceeds of any such Security.

10 Behaviour and conduct

The Service Provider must ensure that it and its Personnel do not engage in any conduct that:

- (a) will, or is likely to, harm the City or its name, reputation or services; or
- (b) may bring the Service Provider or the City into disrepute, scandal or ridicule.

11 Administration of the Contract

11.1 Directions by Contract Manager

- (a) The Service Provider must comply with all reasonable directions given by the Contract Manager.

- (b) If a direction by the Contract Manager is given orally, and is to be relied upon by the Service Provider in seeking additional payment, the Service Provider must confirm the oral direction in writing with the Contract Manager within 2 Business Days of the direction being given.

11.2 Operations Manager

- (a) The Service Provider agrees that the Operations Manager has authority to receive and sign notices and written communications for the Service Provider under the Contract and accept any request or direction in relation to the Services.
- (b) The Service Provider may replace the Operations Manager from time to time by nominating a senior officer to take the place of the Operations Manager in writing to the City. The City may reject such person if it sees fit.
- (c) The City may, on reasonable grounds, give notice to the Service Provider requiring it to replace the Operations Manager. The Service Provider must promptly nominate a senior officer acceptable to the City to take the place of the Operations Manager.
- (d) The Operations Manager must, from time to time, give sufficient information to the Contract Manager to enable the Contract Manager and the City to properly assess the performance of the Service Provider under the Contract.

12 Milestones and Service Levels

12.1 Milestones

- (a) The Service Provider must complete each Milestone by the Performance Date.
- (b) If the Service Provider reasonably believes that any Milestone will not be performed by the Performance Date, the Service Provider must give the City prompt notice of that belief. The notice must specify the reason for the delay and the expected date of performance of the Milestone.
- (c) If the Service Provider gives a notice under clause 12.2(b), the City:
 - (i) must, to the extent the Service Provider's obligations are suspended under clause 16.7 or the delay arises from the City's failure to comply with this Contract; and
 - (ii) otherwise may, in its absolute discretion,

without limiting the City's rights, extend the time for performance of the Milestone, by notifying the Service Provider of a later Performance Date.

12.2 Compliance with Service Levels

- (a) The Service Provider must comply with each of the Service Levels.

- (b) Without limiting any other rights or remedies of the City under this Contract or otherwise, if the Service Provider fails to perform its obligations to the standard required by a Service Level:
 - (i) the Service Provider must promptly:
 - (A) investigate the underlying cause of the failure;
 - (B) prepare and supply to the City a comprehensive report on the problem;
 - (C) take whatever action is reasonably necessary to minimise the impact of the problem;
 - (D) correct the problem as soon as practicable; and
 - (E) keep the City advised at all times as to progress being made in rectifying the problem; and
 - (ii) the City may, in its absolute discretion:
 - (A) require the Service Provider to:
 - 1. submit to the City, within the period specified by the City, a remedial plan; and
 - 2. on notification by the City that the remedial plan is acceptable to the City, implement the remedial plan; or
 - (B) exercise its Service Level Rights.
- (c) If the Service Provider 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 12.2(b)(ii) or if implementation of the remedial plan does not result in the Service Provider performing to the standard required by the Service Level, the City may exercise the Service Level Rights.
- (d) The City may bring proceedings to recover damages from the Service Provider if the City's actual loss resulting from the Service Provider not performing to the standard required by a Service Level exceeds any amount recovered by the City from the Service Provider under a Service Level Right.

12.3 Service Level and Key Result Areas measurement

- (a) Without limiting any right or remedy of the City under this Contract or otherwise, the Service Provider must:
 - (i) measure its performance against the Service Levels and the Key Result Areas at the frequency set out in Schedules 3 and as otherwise reasonably requested by the City from time to time;
 - (ii) provide the City with the results of all performance reviews in accordance with Schedule 3.

- (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 Key Result Areas; and
 - (v) provide the City with information and access to measurement and monitoring tools and procedures used in assessing the Service Provider's performance pursuant to this clause.
- (b) The City may appoint an independent third party to review measurement and monitoring tools and/or procedures implemented by the Service Provider in accordance with clause 8.4.
- (c) The City may also elect to establish and operate its own performance measurement and monitoring systems to measure and monitor the performance of the Service Provider against the Service Levels and the Critical Success Factors.

13 Access to a Work Site

13.1 Non-exclusive access

- (a) Without limiting the Service Provider's other obligations under the Contract and subject to any limitation in Item 12, the City must give the Service Provider non-exclusive access to that part of a Work Site sufficient to enable the Service Provider to carry out the Services.

13.2 Requirement for access to a Work Site

- (a) The Service Provider must:
 - (i) act co-operatively with the City and its Personnel and any occupiers and users of a Work Site; and
 - (ii) perform the Services so as to cause as little inconvenience as possible to those persons as well as occupiers and users of land adjacent to a Work Site.
- (b) Without limiting the Service Provider's other obligations under the Contract, the Service Provider must at all times while it is on a Work Site:
 - (i) comply with all procedures and policies of the City relating to a Work Site and directions of the Contract Manager; and
 - (ii) confine its activities within the minimum area necessary for the performance of the Services.

14 City's Property

14.1 Access to the City's Property

Unless otherwise agreed between the parties, where the Service Provider requires access or connection to the City's Property:

- (a) the City will grant the Service Provider access to the City's Property for the sole purpose of and only to the extent necessary as determined by the City to enable the Service Provider to provide the Services to the City, and by such means as the City determines in its absolute discretion;
- (b) the Service Provider must comply with any systems, health, safety, technical, security and other requirements, regulations, policies, directions and safety standards notified to it by or on behalf of the City from time to time or as might reasonably be inferred from the use to which the City's Property are put;
- (c) the Service Provider must not use its access or connection to the City's Property to:
 - (i) interfere with or disrupt the City's Property or any equipment or service of any person (including the City customers and Service Providers);
 - (ii) circulate any unsolicited or unauthorised marketing, publicity or advertising material;
 - (iii) transmit computer worms or viruses;
 - (iv) send harassing, obscene, indecent or threatening electronic mail or messages; or
 - (v) forge electronic mail or messages or their source; and
- (d) the City may, without notice, suspend or terminate the Service Provider's access or the connection to the City's Property if:
 - (i) the Service Provider fails to comply with its obligations under this clause 14; or
 - (ii) the City reasonably believes that the Service Provider's access or connection to the City's Property is impairing, interfering with or damaging any part of the City's Property or their operation or any other equipment or service of any person (including any customers or service providers of the City).

14.2 Service Provider acknowledgment

The Service Provider acknowledges and agrees that access to the City's Property under clause 14 is at its own risk, except for any negligent act or omission by the City.



14.3 Public information

The Service Provider must not:

- (a) take or permit to be taken any photograph, drawing or sketch of the Services being performed on a Work Site except for the purpose of performing the Services; or
- (b) in any advertising or promotional material, use or permit to be used the City's name,

except with the prior written consent of the City.

14.4 Keys

The Service Provider:

- (a) must comply with any directions of the City concerning the use of keys (including electronic cards or other devices necessary for obtaining access) supplied by the City to the Service Provider;
- (b) will be responsible for all keys issued;
- (c) must not lend the keys or remove they keys from a Work Site;
- (d) must maintain a key register which sets out, at a minimum:
 - (i) what keys have been provided to the Service Provider from the City;
 - (ii) the current location of those keys; and
 - (iii) the movement of those keys, including which Personnel have had access to or used those keys;
- (e) must not use the keys other than for access for provision of the Services; and
- (f) must meet the costs of the City supplying additional or replacement keys and any repining, re-programming or re-keying of locks or security devices that the City requires due to keys being lost, stolen, damaged or unaccounted for by the Service Provider.

15 Reports, meetings and audits

15.1 Reports

The Service Provider must provide to the City:

- (a) all reports set out in the Specifications in accordance with the Specifications as applicable, and which are accurate and not misleading in any respect;

- (b) such other reports in relation to the Contract or the Services as may be reasonably requested by the Contract Manager from time to time; and
- (c) without limiting the foregoing, if requested, a schedule demonstrating the Service Provider's resources available to meet the requirements of the Contract.

15.2 Meetings

The Service Provider must:

- (a) attend all meetings set out in the Specifications including but not limited to monthly and annual contract performance meetings, transition in plan Milestones;
- (b) attend such other meetings in relation to the Services as may be reasonably requested by the Contract Manager; and
- (c) if requested by the Contract Manager, ensure that any relevant Subcontractors attend the meetings contemplated in this clause 15.2.

15.3 Availability, audit and access

- (a) Without limiting any of its other obligations under the Contract, the Service Provider must:
 - (i) keep complete, accurate and up to date records, including books of account, labour time sheets, final accounts and any other documents or papers which:
 - (A) show all details in relation to the Services (including evidence of compliance with clause 4.11 and matters relating to work health and safety such as any applicable safe work method statements); and
 - (B) are maintained in a form and manner that facilitates access and inspection under this clause 15;
 - (ii) at the request of the Contract Manager at any time during the performance of the Services, and the additional period of time (if any) stated in Item 13 following the completion of the Services or the earlier termination of the Contract, make available (within 5 Business Days) one complete set of the records referred to in clause 15.3(a)(i) for inspection and copying by:
 - (A) the City or the Contract Manager; or
 - (B) any other person nominated by the Contract Manager;
 - (iii) provide the Contract Manager with copies of documents affecting the Services as may be required by the Contract Manager;
 - (iv) participate in audits under the Contract at the frequency and in relation to the matters specified by the City (including on an ad hoc

Handwritten signature and initials in blue ink, including a large 'P' and 'BS' with a checkmark.

basis if requested by the City), for the purpose of ensuring that the Contract is being properly performed and administered. The City may, but is not obliged to, appoint an independent person to assist in the audits. Audits may consider all aspects of the Service Provider's performance; and

- (v) participate promptly and cooperatively in any audits conducted by the City or its nominee.
- (b) The Service Provider must promptly take corrective action to rectify any error, non-compliance or inaccuracy identified during an audit in relation to the discharge of its obligations under the Contract.

16 Variation or suspension of Services

16.1 Directions to vary

- (a) The Contract Manager may, by a written document titled "Variation Order", direct the Service Provider to vary the Services (including by way of increase, decrease, omission or change), if the variation is within the general scope of the Contract. The Service Provider must comply with any reasonable direction issued pursuant to this clause 16.1(a).
- (b) If the Service Provider receives a direction from the Contract Manager which, although not stated to be a "Variation Order", the Service Provider considers to be a direction to carry out a variation, the Service Provider must:
 - (i) within 5 Business Days of receipt of such direction, advise the Contract Manager that it considers the direction to be a variation direction; and
 - (ii) not commence the services the subject of the direction until the Contract Manager advises:
 - (A) whether it considers the direction to be a variation; or
 - (B) that the Service Provider should commence the relevant service immediately whether or not the Contract Manager considers the direction to be a variation.
- (c) If the Service Provider does not comply strictly with the requirements of clause 16.1(b), the Service Provider will not be entitled to any additional time or costs for complying with the direction.
- (d) If the Contract Manager directs a variation which omits any part of the Services, the City may thereafter carry out this omitted service either itself or by engaging another service provider.
- (e) The variation to the Services must be performed in accordance with and subject to the terms and conditions of the Contract and is deemed to be incorporated into the Contract.

16.2 Consequences of variation or proposed variation

- (a) Before directing a variation, the Contract Manager may request the Service Provider to provide a written estimate of the time, cost and programming effects of the proposed variation.
- (b) If the Contract Manager requests the Service Provider to provide an estimate under clause 16.2(a), the Service Provider must provide the written estimate within the time nominated by the Contract Manager.

16.3 Valuation of variations

- (a) Unless otherwise agreed in writing between the Contract Manager and the Service Provider, the value of a variation must be determined:
 - (i) using the rates and prices set out in Part B, Schedule 2, to the extent applicable;
 - (ii) if no rates or prices set out in Part B, Schedule 2, as agreed by the Parties, acting reasonably and taking account the nature of the variation, reduction in Service levels or where Services are required in an emergency situation; or
 - (iii) failing agreement, the dispute resolution procedure in Clause 26 will be followed.
- (b) Following valuation of a variation in accordance with this clause 16.3, the Contract Manager will adjust the Fee accordingly.

16.4 Urgent additional services

- (a) The City may require the performance of additional services on an urgent basis and may issue an oral direction for urgent additional services.
- (b) The Service Provider must use its best endeavours to comply with each request for additional services and confirm the details of each request and the extent of compliance to the City within seven days after receipt of the request.

16.5 Optional Services

- (a) The parties acknowledge that during the Term the City may notify (on 3 months written notice) the Service Provider that it requires the Optional Services to be provided by the Service Provider.
- (b) On receipt of the notice under clause 16.5(a) and within 10 Business Days, the Service Provider will commence the Optional Services.
- (c) The Fee to be charged for the Optional Services will be strictly in compliance with the Schedule of Rates of Schedule 2.

16.6 Change in law

If a new law or a change in a law after the Date of the Contract:



- (a) necessitates a change to the Services;
- (b) has effect after the Date of the Contract; and
- (c) could not reasonably have been anticipated at the Date of the Contract,

then, to the extent the Services cost more for the Service Provider to perform due to the new or changed law, any such additional cost shall be valued pursuant to clause 16.3.

16.7 Suspension of Services

- (a) Except as permitted by law or directed by the Contract Manager, the Service Provider must not suspend the performance of any or all of the Services.
- (b) The Contract Manager may immediately suspend the performance of any or all of the Services at any time and for any reason by giving a direction to that effect to the Service Provider.

■ Except to the extent permitted by law, the Service Provider must resume [REDACTED]
[REDACTED]
[REDACTED] a written direction to do so from the Contract Manager.

■ [REDACTED]
[REDACTED]

(i) [REDACTED]
[REDACTED]

(ii) [REDACTED]

(iii) [REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

■ [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]



17 Payment, Invoicing and GST

17.1 Fee

- (a) In consideration of the supply of the Services under this Contract, the City will pay the Fee to the Service Provider in accordance with Schedule 2 and this clause 17.

- (b) [REDACTED]

17.2 Set off

The City may set off or deduct at any time from any money payable to the Service Provider under the Contract:

- (a) [REDACTED]

- (b) [REDACTED]

17.3 Invoices

- (a) Invoices will be issued and payments will be made as set out in the first work schedule or purchase order issued under this document, and in accordance with clauses 17 of this document.
- (b) Any correctly rendered invoice submitted to the City under this document must specify:
- (i) the City's purchase order number;
 - (ii) the details of the Services provided and any reference number (if applicable);
 - (iii) the date of performance of the Services;
 - (iv) the month to which the invoice applies; and
 - (v) the Fee for the Services.
- (c) Unless otherwise set out in a work schedule or purchase order, invoices must be issued:
- (i) monthly, in advance, for recurring costs; and
 - (ii) monthly, in arrears, for usage and adhoc costs incurred during a month.



17.4 Certification of Invoices

On submitting an invoice for any payment under this Contract, the Service Provider will certify in writing to the Contract Manager that:

- (a) it has paid all wages and allowances owing to any of its employees in respect of the work claimed under the invoice;
- (b) it has paid all amounts due to any person, including any relevant government taxes, levies or charges, in respect of the work claimed for to which it has subcontracted any of its rights and obligations under this Contract;
- (c) it has made any payments that it is required to make in respect of the Service Provider's Vehicles, Plant and Equipment up to the end of the period to which the invoice applies; and
- (d) it has paid all superannuation components payable.

The Contract Manager may require that any such certification by the Service provider is confirmed by a statutory declaration to the same effect by a person authorised to make such a declaration on the Service Provider's behalf prior to the making of any payment to the Service Provider's under this Contract and unless otherwise notified by the City, the certification shall be in the form of the Subcontractor's Statement.

17.5 Method of payment

The Service Provider must be paid by electronic funds transfer and the appropriate banking details of the Service Provider have been notified to the City.

17.6 Effect of payment

The Service Provider acknowledges that any payment made to it by the City does not imply or constitute an admission on the part of the City that the Services have been properly performed or a waiver or release of the Service Provider's obligations under this document.

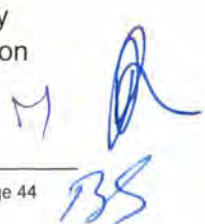
17.7 Disputed invoices

If the City disputes an invoice, then within 30 days of the date of the invoice the City must:

- (a) pay to Service Provider the portion of the invoiced amount(s) not in dispute; and
- (b) give the Service Provider details about the disputed amount.

17.8 Responsibility for Taxes

- (a) The Service Provider is responsible for any and all Taxes and other like liabilities which may arise under any Commonwealth, State or Territory legislation (as amended from time to time) as a result of or in connection with this document or the Services.



- (b) The Service Provider must indemnify the City in relation to any claims, liabilities and costs (including penalties and interest) arising as a result of any Tax or other like liability for which the Service Provider is responsible under clause 17.8(a).

17.9 GST

- (a) If one party (**Supplying Party**) makes a taxable supply and the consideration for that supply does not expressly include GST, the party that is liable to provide the consideration (**Receiving Party**) must also pay an amount (**GST Amount**) equal to the GST payable in respect of that supply.
- (b) Subject to first receiving a tax invoice or adjustment note as appropriate, the receiving party must pay the GST amount when it is liable to provide the consideration.
- (c) If one party must indemnify or reimburse another party (**Payee**) for any loss or expense incurred by the Payee, the required payment does not include any amount which the Payee (or an entity that is in the same GST group as the Payee) is entitled to claim as an input tax credit, but will be increased under clause 17.1 if the payment is consideration for a taxable supply.
- (d) If an adjustment event arises in respect of a taxable supply made by a Supplying Party, the GST Amount payable by the Receiving Party under clause 17.9(a) will be recalculated to reflect the adjustment event and a payment will be made by the Receiving Party to the Supplying Party, or by the Supplying Party to the Receiving Party, as the case requires.
- (e) In this document:
 - (i) consideration includes non-monetary consideration, in respect of which the parties must agree on a market value, acting reasonably; and
 - (ii) in addition to the meaning given in the GST Act, the term "GST" includes a notional liability for GST.

17.10 Withholding tax

The City may deduct from amounts payable to the Service Provider under this document any amounts required by law to be deducted from such payments. The City will:

- (a) before deducting any such amounts inform the Service Provider of its intention to do so; and
- (b) provide to the Service Provider on request, receipts issued from the Australian Taxation Office evidencing payment of any amounts deducted under this clause 17.10.

17.11 Fee reviews

- (a) [REDACTED]



[REDACTED]

(b) [REDACTED]

(c) [REDACTED]

17.12 Calculation of Revised Fee

(a) [REDACTED]

(i) [REDACTED]

(ii) [REDACTED]

(iii) [REDACTED]

(iv) [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



18 Step in rights

- (a) Without limiting clause 16.7(b), if the Service Provider fails to perform a material obligation strictly in accordance with the terms of this Contract and fails to rectify that failure within 5 Business Days of being required by written notice from the City to do so, then the City may:
- (i) instruct the Service Provider to suspend performance of the relevant Services until any further notice is issued by the City directing the Service Provider to recommence the performance of the relevant Services; and
 - (ii) step-in (either by itself using City owned Fleet and equipment or through a third party using their fleet, equipment and labour), to perform those obligations or Services which the Service Provider has been instructed to suspend the performance of.
- (b) Notwithstanding clause 18(a), if the Service Provider fails to perform any of its obligations in this Contract which the City determines has given or may give rise to an emergency or a security alert or safety or other risk, the City may:
- (i) instruct the Service Provider to suspend performance of part of the Services or all of the Services (until any further notice is issued by the City directing the Service Provider to recommence the performance of the relevant Services);
 - (ii) arrange for that non-compliance or breach to be remedied immediately without waiting for the Service Provider to rectify the non-compliance or breach; and
 - (iii) in its absolute discretion:
 - (A) suspend payment to the Service Provider; or
 - (B) terminate this Contract with immediate effect,by notice in writing to the Service Provider.
- (c) If the City:
- (i) [REDACTED]
 - (ii) [REDACTED]



(iii)

- (d) This clause 18 does not limit any other remedy which the City may have against the Service Provider for any breach of this Contract.

19 Equipment, Data and Privacy

19.1 Ownership Of Equipment

- (a) If the City agrees that the Service Provider is to procure the Equipment on behalf of the City under this Contract for the purposes of providing the Services, the City will own that Equipment.
- (b) The Service Provider must maintain the Equipment in safe and good repair and condition for the Term so that when the Equipment is handed back to the City, the Equipment is in safe and good repair and condition, subject to wear and tear.

19.2 Privacy

Each party must comply with all Privacy Laws in relation to Personal Information, whether or not it is an organisation bound by the Privacy Act 1988 (Cth), and must take all reasonable steps to ensure that its employees and agents comply with the Privacy Laws.

19.3 Ownership of and access to the City's Data

- (a) The Service Provider acknowledges that the City's Data remains the property of the City.
- (b) The Service Provider will ensure the City's Data:
- (i) is to the extent practicable designated as the property of the City; and
 - (ii) remains free of any lien, charge or other encumbrance of a third party.
- (c) The Service Provider will use its best endeavours to ensure the City has access at all times to the City's Data while it is in the possession or under the control of the Service Provider, which will be available to the City at no additional charge unless other terms are set out in the Specification.
- (d) The Service Provider must follow the City's reasonable directions when collecting, storing and protecting the City's Data. The Service Provider must:
- (i) ensure that it takes a backup of the City's Data in accordance with the Specification or otherwise as agreed between the parties; and



- (ii) in the event that the City's Data is lost or destroyed, do all things reasonably necessary to restore the City's Data.

19.4 Use and disclosure of the City's Data

The Service Provider:

- (a) may use the City's Data, but only as is necessary for the purposes of providing the Services;
- (b) must not directly or indirectly disclose or transfer any of the City's Data to, or allow access to any of the City's Data by, any person:
 - (i) without the City's prior written consent;
 - (ii) except to those of its Personnel who need to know the City's Data for the purposes of providing the Services, on the condition that the Personnel will only use the City's Data for the purposes of providing the Services; or
 - (iii) except as required by law;
- (c) must not transfer any of the City's Data to a person (including itself) outside of Australia without the City's prior written consent, which may be granted or withheld at the City's sole and absolute discretion;
- (d) must not purport to use, sell, let for hire, assign rights in or otherwise dispose of any of the City's Data, commercially exploit the City's Data, or allow any of the Personnel to commercially exploit the City's Data; and
- (e) must not alter the City's Data in any way, other than as required to fulfil its obligations under this Contract.

19.5 Confidentiality

The City's Data is Confidential Information and is subject to the confidentiality obligations in clause 24.

19.6 Obligation to cease use

In addition to the Service Provider's obligations under clause 15, on the date any of the City's Data is no longer needed for the purposes of the Service Provider providing the Services, the Service Provider at its Cost must:

- (a) immediately stop using the relevant City's Data; and
- (b) within 14 days and subject to any legal requirement in relation to the retention of records deliver to the City, or, at the City's option, erase, destroy (in accordance with the City-approved destruction methods) or permanently de-identify, all records of the City's Data in the power, possession or control of the Service Provider or any person to whom it has given access to these records, whether or not according to this Contract.

20 Intellectual Property

20.1 Service Provider's Material

- (a) The Service Provider's Material remains the property of the Service Provider. The City does not own any Intellectual Property Rights in or to the Service Provider's Material.

- (b) [REDACTED]

20.2 City's Material

- (a) The City's Material remains the property of the City. The Service Provider does not own any Intellectual Property Rights in or to the City's Material.

- (b) [REDACTED]

- (c) The Service Provider must:
- (i) maintain and keep secure and separate all the City's Material in its power, possession or control, and must not do or cause to be done anything which may prejudice the subsistence of the City's right, title and interest in and to the City's Material; and
 - (ii) ensure that the City's Material is only used, copied, supplied and reproduced by Service Provider solely and directly for the purposes of this Contract.

20.3 Developed Material

- (a) [REDACTED]
- (b) [REDACTED]

20.4 Third Party Licences and Moral Rights

- (a) [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

- (b) Without limiting clause 20.4(a), the Service Provider must ensure that each person involved in creating all or any part of the Developed Material and each person whose performance is recorded in the Developed Material irrevocably waives any and all Moral Rights they have in each copyright work or such other subject matter comprised in the Developed Material and consents to the City doing or failing to do any act in relation to those works that may, except for this clause, infringe their Moral Rights in the works including:
- (i) exercising any of the rights in the works without identifying them;
 - (ii) exercising any of the rights in the works in a manner which incorrectly attributes any work created by them or their performance to someone else; and
 - (iii) editing, deleting from or otherwise altering the works in any manner determined by the City as contemplated by this Contract.
- (c) The Service Provider must ensure that the Developed Material does not use the image, likeness or name of any person or any property of any person, unless it has ensured that the person or the property owner has given their written consent to such use in the Developed Material and the use of it as contemplated in this Contract.

20.5 Infringement Claim

- (a) In the event of an Infringement Claim, the Service Provider must:
- (i) unless otherwise notified by the City, conduct the defence of the Infringement Claim;
 - (ii) as soon as reasonably practicable, consult with the City about the Infringement Claim; and
 - (iii) not agree to any settlement of an Infringement Claim without the City's consent.
- (b) [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
- (c) Without limiting the City's other rights or remedies under this Contract or otherwise, if an Infringement Claim occurs, the City may:
- (i) require the Service Provider promptly [REDACTED] to:

BR 7

- (A) procure for the City and its sub-licensees the right to continue to use the Content or any other material that is the subject of the claim (Infringing Material);
- (B) modify the Infringing Material in a manner acceptable to the City to circumvent the Infringement Claim; or
- (C) replace the Infringing Material with other content or material acceptable to the City; or
- (D) terminate this Contract on 10 Business Days' written notice to the Service Provider.

20.6 Protection of information

The Service Provider must protect the Developed Material from harm, including, but not limited to:

- (a) preventing unauthorised update;
- (b) employing appropriate back-up and recovery processes; and
- (c) minimising the risk of accidental damage including the introduction of errors.

20.7 Inspection of information and related documents

- (a) The Service Provider must:
 - (i) allow any person authorised by City to inspect and verify from time to time during the ordinary business hours of the Service Provider all or any part of the Developed Material and any documents or data relating thereto and the Service Provider must give any assistance necessary for the carrying out of the inspection and verification and permit the taking of copies of any information or related documents or data; and
 - (ii) enable any person authorised by the City to review the contents of the Developed Material and the processes for using and maintaining the Developed Material.
- (b) A review of the contents of the Developed Material under clause 20.7(a) includes, but is not limited to:
 - (i) access to and analysis of manual records;
 - (ii) access to and analysis of databases; and
 - (iii) access to and analysis of application programs.
- (c) Review of the processes for using and maintaining Developed Material under clause 16.7(a) includes, but is not limited to, observation testing and the conduct of interviews regarding processes and standards for:

- (i) granting and revoking access to data and applications;
- (ii) password usage;
- (iii) data entry, including audit trails; and
- (iv) analysis and correction of data errors.

21 Indemnity

21.1 Indemnity

The Service Provider must indemnify the City and each of its employees and agents against, all losses including loss of profit, Liabilities, Costs and Taxes arising or incurred in connection with:

- (a) any injury to or death of any person or any damage to or loss of property connected with the conduct, operations or performance of the Service Provider;
- (b) any breach of this Contract by the Service Provider (including a breach of any warranty and/or a breach for which the City terminates this Contract);
- (c) any negligence, wrongful act or omission, or breach of statutory duty by the Service Provider or by its employees, contractors, officers or suppliers;
- (d) any breach of a Law by the Service Provider in providing the Services;
- (e) a breach of the WHS&E Requirements by the Service Provider;
- (f) fraud, misrepresentation or wilful misconduct by the Service Provider;
- (g) any Infringement Claim; or
- (h) a breach of clause 20 by the Service Provider,

to the fullest extent permitted by law, except to the extent any such losses are caused by the acts or omissions of the City. For the avoidance of doubt, the Civil Liability Act 2002 (NSW) does not apply to this Contract

21.2 Limitation of Liability

- (a) To the maximum extent permitted by law, the Service Provider is not liable in any way whatsoever, whether in tort (including negligence), contract (including any indemnity), breach of statute or otherwise, for any incidental, indirect, special or consequential losses or damages or economic loss, any loss of clientele, loss of business revenues or loss of profits by the City, in relation to the Services, whether under this Contract or otherwise;
- (b) For the avoidance of any doubt, the liability of the Service Provider in connection with this Contract for loss or damage suffered by the City, including any obligation to indemnify the City under this Contract, will be

limited to the extent, and in proportion to, any negligent act or omission by the City that contributed toward the loss; and

- (c) To the maximum extent permitted by law, the Service Provider's aggregate liability under or in connection with this Contract is limited under contract (including any indemnity), tort (including negligence), statute or otherwise:

- (i) [REDACTED]
[REDACTED]
[REDACTED]
- (ii) [REDACTED]
[REDACTED]

22 Insurance

22.1 Service Provider's insurances

The Service Provider must:

- (a) from the date the Service Provider commences the Services, effect and maintain the following insurances:
- (i) public liability insurance that:
- (A) is for not less than the amount referred to in Item 16;
- (B) covers the liability of the Service Provider and its Personnel to third parties (including each other) for property loss or damage or loss of use (including to property of the City in the care, custody or control of the Service Provider) and injury to, disease or illness (including mental illness) of or death of persons arising out of, or in connection with, the performance of the Services; and
- (C) covers the City for its vicarious liability for the acts and omissions of the Service Provider and its Personnel;
- (ii) workers compensation insurance as required by law;
- (iii) professional indemnity insurance (or similar) that covers the Service Provider for civil liability arising from breach of its professional duty in performing the Services as a result of an act or omission of the Service Provider and including cover for breaches of any consumer protection legislation and unintentional breaches of Intellectual Property Rights;
- (iv) plant and equipment insurance that:
- (A) covers the repair and/or replacement costs for damaged or stolen units owned or used by the Service Provider under the Contract;

- (B) covers liability to third parties for loss, damage, injury or death arising from the use and operation of any unit by the Service Provider under the Contract;
- (v) insurance that covers liability to third parties for loss, damage (including property damage), injury or death arising from the use and operation of any vehicle by the Service Provider under the Contract: and
- (vi) Property or Industrial Special Risk insurance that:
 - (A) covers against any loss or damage to buildings, contents, fittings, machinery, equipment or other tools not otherwise insured which the Service Provider owns or has care and control over that is used in carrying out Services under the Contract.
- (b) effect the insurances set out in clause 22.1(a) with an insurer licensed by the Australian Prudential Regulatory Authority in Australia or with an investment grade rating from an industry recognised rating agency such as Moodys, Standard & Poors or A M Best;
- (c) ensure that its Subcontractors maintain the insurances stated in Item 18;
- (d) on request, provide the City with a certificate of currency for each policy of insurance and the financial security rating of each insurer;
- (e) ensure that:
 - (i) if the insurer gives the Service Provider notice of cancellation of, rescission of or intention not to renew any required insurance policy, the Service Provider as soon as possible informs the City in writing that the notice has been given and effects the appropriate replacement insurance in accordance with the requirements of this clause 22;
 - (ii) the Service Provider does not cancel, rescind or fail to renew any required insurance policy without effecting replacement insurance as required by the Contract so as to ensure no gap in cover and inform the City in writing as soon as possible of the identity of the replacement insurer and the terms of that insurance, and providing such evidence as the City reasonably requires that the replacement insurance complies in all relevant respects with the requirements of the Contract; and
 - (iii) if the available limit under its professional indemnity insurance is materially depleted by claims unrelated to the Contract, it informs the City as soon as possible and reinstates or replaces the available limit unless the City has otherwise agreed in writing; and
- (f) ensure that it:
 - (i) does not do or omit to do anything whereby any insurance may be prejudiced;

- (ii) if necessary, takes all reasonable steps to rectify any situation which might prejudice any insurance;
- (iii) renews or replaces any required insurance policy if it expires during the relevant period;
- (iv) does not cancel or allow an insurance policy to lapse during the period for which it is required by the Contract without the prior written consent of the City;
- (v) immediately notifies the City in writing of any event which may result in a required insurance policy lapsing, being cancelled or rescinded; and
- (vi) complies fully with its duty of disclosure and obligations of utmost good faith toward the insurer and in connection with all of the required insurance policies.

The obtaining of insurance as required under this clause 22.1 will not in any way limit, reduce or otherwise affect or be affected by any of the obligations, responsibilities and liabilities of the Service Provider under any other provision of the Contract or otherwise at law or in equity.

22.2 **Period of insurance**

The insurance which the Service Provider is required to obtain under clause 22.1 must be maintained:

- (a) in the case of workers compensation insurance, plant and equipment, compulsory third party and comprehensive motor vehicle insurance and property or industrial special risk insurance, until the completion of the Services or the earlier termination of the Contract; and
- (b) in the case of public liability insurance & professional indemnity insurance, until the expiration of the period specified in Item 19.

22.3 **Notice of potential claim**

The Service Provider must:

- (a) as soon as possible inform the City in writing of any occurrence that gives rise or may give rise to a claim under an insurance policy maintained in compliance with clause 22.1 which arises in connection with the Contract and may involve the City; and
- (b) keep the City informed of all significant developments concerning the claim, except in circumstances where the City is making a claim against the Service Provider,

provided that, in respect of professional indemnity insurance, the Service Provider:

- (c) is not required to provide details of individual claims; and

- (d) must notify the City if the estimated total combined value of claims made against the Service Provider and claims which may arise from circumstances reported by the Service Provider to its insurer in a policy year would potentially reduce the available limit of policy indemnity for that year below the amount required by the Contract.

22.4 Severability and cross liability

- (a) This clause 22.4 does not apply to statutory insurances required under the Contract.
- (b) The Service Provider must ensure that insurances maintained in compliance with clause 22.1 which extend cover to more than one insured provide that:
 - (i) the insurance (with the exception of limits of liability) will operate in the same manner as if there were separate policies of insurance covering each insured and the acts and omissions (including any failure to comply with the duty of disclosure) of any one insured will not be imputed to any other insured for the purposes of determining rights to cover of that other insured;
 - (ii) the insurer waives all rights, remedies or relief to which it might become entitled by subrogation against any of the parties to whom coverage extends; and
 - (iii) a notice to the insurer by one insured will be deemed to be notice on behalf of all insureds.

23 Warranties

23.1 Mutual warranties

Each party represents and warrants that:

- (a) (**power**) it has full legal capacity and power to:
 - (i) own its property and to carry on its business; and
 - (ii) enter into this document and to carry out the transactions that it contemplates;
- (b) (**corporate authority**) it has taken all corporate action that is necessary or desirable to authorise its entry into this document and to carry out the transactions contemplated;
- (c) (**Authorisations**) it holds each Authorisation that is necessary or desirable to:
 - (i) enable it to properly execute this document and to carry out the transactions that it contemplates;

- (ii) ensure that this document is legal, valid, binding and admissible in evidence; or
- (iii) enable it to properly carry on its business as it is now being conducted,

and it is complying with any conditions to which any of these Authorisations is subject;

- (d) **(documents effective)** this document constitutes its legal, valid and binding obligations, enforceable against it in accordance with its terms (except to the extent limited by equitable principles and laws affecting creditors' rights generally), subject to any necessary stamping or registration;
- (e) **(solvency)** there are no reasonable grounds to suspect that it will not be able to pay its debts as and when they become due and payable; and
- (f) **(no Controller)** no Controller is currently appointed in relation to any of its property, or any property of any of its subsidiaries.

23.2 Service Provider's warranties

The Service Provider warrants to the City that, at the Start Date and at all times during the Term:

- (a) it has the right and power to grant to the City the licences and assignments granted under this document and the grant to and exercise by the City of those licences and assignments will not breach any law or infringe the rights (including Intellectual Property Rights) of or duties owed to any person whether arising under statute, common law, contract or otherwise;
- (b) it has obtained all Authorisations and insurances required under any Law to carry out its obligations under this document;
- (c) all work performed by the Service Provider and the Personnel under this document will be performed with due care and skill and to a standard which is equal to or better than that which a well experienced person in the industry would expect to be provided by an organisation of the Service Provider's size and experience;
- (d) all Services supplied and all Deliverables provided, including all components thereof, under this document will:
 - (i) be free from defects in design, material and workmanship;
 - (ii) be in conformity with any Specifications and requirements referred to in Schedule 3; and
 - (iii) be fit for the purpose communicated by the City and fit for any purpose for which they are commonly acquired;
- (e) it will use reasonable endeavours (which must at least comply with accepted information technology industry standards) to ensure that all

Deliverables will be free from any computer program virus or other destructive code or device;

- (f) it is not aware of any matter which may materially affect the Service Provider's ability to perform its obligations under this document;
- (g) all information provided by the Service Provider or set out in any tender document is to the best of the Service Provider's knowledge complete, true, accurate and not misleading in any respect;
- (h) except as disclosed in any tender document, all equipment supplied or used by the Service Provider in connection with the provision of the Services is owned by the Service Provider and is not subject to any encumbrance;
- (i) all Personnel will be appropriately trained and experienced;
- (j) neither the Services nor the Developed Material, nor the supply or use of either of them in accordance with this Contract and applicable Laws, will:
 - (i) breach any Laws or infringe the rights (including Intellectual Property Rights) of or duties owed to any person, whether under contract, statute, common law; or
 - (ii) prejudice or compromise the reputation of the City; and
- (k) it is not aware of any claim, actual or threatened, in relation to the Service Provider's Material or Developed Material (including a claim that the Services Providers' Material or the Developed Material infringes a person's Intellectual Property Rights) and has no grounds to suspect that such a claim will or might be made.

23.3 Breach of warranties

If the Service Provider is in breach of clause 23.2, the City may, by written notice to the Service Provider:

- (a) require the Service Provider, promptly to correct or replace (at the Service Provider's expense) the defective elements of the Services and Deliverables until the Services and Deliverables comply with the representations and warranties in that clause; or
- (b) if the Service Provider is unable or unwilling to comply with clause 23.3(a), by written notice to the Service Provider, terminate this document with effect from the date that is specified in the notice.

24 Confidentiality, privacy and related matters

24.1 Confidential information

- (a) Subject to clause 24.1(b):
 - (i) the Service Provider must:

- (A) keep confidential the terms of the Contract, any documents produced under the Contract and any information leading to the creation of the Contract; and
 - (B) ensure that each of its Personnel comply with the terms of clause 24.1(a)(i)(A); and
- (ii) each party must keep confidential all information of the other that:
 - (A) is by its nature confidential;
 - (B) is marked or designated as confidential at the time of its disclosure by or on behalf of the disclosing party; or
 - (C) the receiving party knows or ought to know is confidential.
- (b) Neither party is obliged to keep confidential any information disclosed to it by or on behalf of the other party:
 - (i) which is otherwise in the public domain other than by a breach of the Contract by the receiving party;
 - (ii) the disclosure of which is:
 - (A) required by law;
 - (B) made with the prior written consent of the disclosing party;
 - (C) made to a court in the course of proceedings to which the disclosing party is a party; or
 - (D) required by the listing rules of a recognised stock exchange; or
 - (iii) which is disclosed by the receiving party to its legal or other advisers, or to its Personnel in order to comply with its obligations or to exercise its rights under or in connection with the Contract provided that such persons are under an obligation to keep the information confidential.
- (c) The Service Provider must promptly return to the City or destroy such Confidential Information on the written request by the City provided that (except in the case of any termination of the Contract), the Service Provider may retain for bone fide record keeping purposes only one copy of any Deliverable. The copy of the Deliverable retained by the Service Provider must be kept in a secure area and access restricted to the Deliverable in accordance with this clause 24.

24.2 Privacy

Without limiting its obligations at law with respect to privacy and the protection of Personal Information, the Service Provider must (and must procure that its Personnel):

- (a) comply with the Privacy Laws and any other privacy guidelines and requirements that the City notifies the Service Provider that it must comply with;
- (b) only use Personal Information for the sole purpose of fulfilling its obligations under the Contract;
- (c) protect all Personal Information from unauthorised access, modification, disclosure or use; and
- (d) immediately notify the City on becoming aware of any unauthorised access, modification, disclosure or use of Personal Information or privacy breach in relation to any Personal Information.

24.3 No publicity

- (a) The Service Provider must not use the City's name, trade mark or logo in any advertisement, media release, public statement, promotional materials or announcement relating to the Contract or the Services without the City's prior written approval.
- (b) If the Service Provider receives any enquires from the media in relation to the Contract or the Services, the Service Provider must promptly refer such enquires to the City.

24.4 Public Access to Government Information

- (a) The Service Provider acknowledges and agrees that the City may disclose information in the Contract (including the entire Contract) on its nominated website established for disclosures under the *Government Information (Public Access) Act 2009 (NSW)* ('GIPA Act').
- (b) The Service Provider must, upon receipt of a written request by the City, provide the City with immediate access to the following information contained in records (as defined in the GIPA Act) held by the Service Provider:
 - (i) information that relates directly to the Services; and
 - (ii) information received by the Service Provider from the City to enable it to provide the Services.
- (c) For the purposes of clause 24.4(b), information does not include:
 - (i) information that discloses or would tend to disclose the Service Provider's financing arrangements, financial modelling, cost structure or profit margin;

- (ii) information that the Service Provider is prohibited from disclosing to the City by provision made by or under any law; or
- (iii) information that, if disclosed to the City, could reasonably be expected to place the Service Provider at a substantial commercial disadvantage in relation to the City, whether at present or in the future.
- (d) The Service Provider must provide copies of any of the information in clause 24.4(b), as requested by the City, at the Service Provider's own expense.

25 Term and termination

25.1 Term

The Contract commences on the Date of the Contract and, unless otherwise extended under clause 25.2 or terminated on its terms, expires on the Expiry Date ('Term').

25.2 Further Terms

- (a) The City may extend this Contract for the Further Term (if any) specified in Schedule 1, commencing on the Expiry Date or the expiry of a previous Further Term (as applicable), by giving written notice to the Service Provider no later than 3 months prior to the Expiry Date or the expiry of a previous Further Term (as applicable). The maximum number of Further Terms is specified in Schedule 1.
- (b) The Service Provider must perform its obligations under this Contract until the expiry of the Further Term or from the date of service of the notice in clause 25.2(a).
- (c) The Service Provider acknowledges that extensions of this Contract for a Further Term will be dependent upon the Service Provider meeting or exceeding the Service Levels and the Critical Success Factors, but meeting or exceeding the Service Levels and the Critical Success Factors will not necessarily guarantee that a Further Term will be granted.
- (d) Nothing precludes the City from procuring a new contract under the Local Government Act 1919 during the Term or any Further Term and without any notice to the Service Provider.

25.3 City may terminate for convenience

- (a) The City may terminate the Contract at any time and for any reason, and in its sole discretion, by giving to the Service Provider not less than the period of prior written notice specified in Item 21.

- (b) [REDACTED]
[REDACTED]
- (i) [REDACTED]
[REDACTED]
- (ii) [REDACTED]
[REDACTED]
[REDACTED]
- (iii) [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
- [REDACTED] [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

25.4 Termination for cause

- (a) In addition to any other rights that it has under the Contract or at law, the City may terminate the Contract by giving notice in writing to the Service Provider if:
- (i) the Service Provider breaches any provision of the Contract and that failure or breach:
 - (A) is incapable of remedy; or
 - (B) if it is capable of remedy, continues for 10 Business Days after the date the City gives the Service Provider a notice requiring the breach to be remedied;
 - (ii) the Service Provider notifies the City of an actual or perceived conflict of interest under clause 3.4 that is unable to be rectified or managed by the Service Provider to the reasonable satisfaction of the City within a reasonable time;
 - (iii) an Insolvency Event occurs; or
 - (iv) the Service Provider breaches a material obligation.
- (b) In addition to any other rights that it has under the Contract or at law, the Service Provider may terminate the Contract by giving notice in writing to the City if the City breaches any provision of the Contract and that failure or breach continues for 10 Business Days after the date the Service Provider gives the City a notice requiring the breach to be remedied.

- (c) The parties agree that any termination in accordance with clause 25.4(a) or clause 25.4(b) will be treated as if it were termination for repudiation of the Contract by the Service Provider or the City (as the case may be).

25.5 Service Provider's obligations on termination or completion of the Services

Without limiting the Service Provider's obligations elsewhere in the Contract, within 5 Business Days of the completion of the Services or earlier termination of the Contract, the Service Provider must:

- (a) deliver to the City, or if directed by the Contract Manager destroy, all material and information made available by the City to the Service Provider; and
- (b) deliver to the City copies of all documents produced by the Service Provider in relation to the Services,

including all confidential information and Information Documents, except that the Service Provider is entitled to retain a copy of such materials, information and documents to the extent that it is required to do so by law or for a legitimate quality assurance purpose.

26 Dispute resolution

26.1 Notice of dispute

- (a) If a Dispute between the parties arises out of, or in any way in connection with, the subject matter of the Contract, then either party may, by hand or by registered post, give the other and the Contract Manager a written notice of dispute adequately identifying and providing details of the Dispute.
- (b) Notwithstanding the existence of a Dispute, the parties must, subject to clause 25 and clause 26.3, continue to perform the Contract.

26.2 Negotiation

- (a) Within 10 Business Days after receiving a notice of dispute, representatives from the senior management of the parties set out in Item 22 must undertake genuine negotiations with a view to resolving the Dispute.
- (b) If the Dispute has not been resolved within 20 Business Days of service of the notice of dispute, either party may commence legal proceedings as they see fit.

26.3 Expert determination

- (a) If the dispute has not been resolved within 20 Business Days of service of the notice of dispute, either party may refer the dispute to expert determination in accordance with clauses 26.4 to 26.11.

- (b) Clauses 26.2(b) and 26.4 to 26.11 will only apply if both parties agree in writing, within 20 Business Days of services of the notice of dispute, to have the matter resolved by way of expert determination.

26.4 **The expert**

The expert determination is to be conducted by an independent industry expert:

- (a) agreed by the parties; or
- (b) failing agreement within 10 Business Days of the referral, as nominated by the Principal (acting reasonably, which expert must be suitably qualified and experienced in light of the nature of the dispute in question).

26.5 **Not arbitration**

An expert determination conducted under this clause 26 is not arbitration and the expert is not an arbitrator. The expert may reach a decision from his or her own knowledge and expertise.

26.6 **Procedure for determination**

The expert will:

- (a) act as an expert and not as an arbitrator;
- (b) proceed in any manner he or she thinks fit but must observe the rules of natural justice;
- (c) conduct any investigation which he or she considers necessary to resolve the dispute;
- (d) examine such documents, and interview such persons, as he or she may require; and
- (e) make such directions for the conduct of the expert determination as he or she considers necessary.

26.7 **Disclosure of interest**

The expert must:

- (a) disclose to the parties any interest he or she has in the outcome of the expert determination; and
- (b) not communicate with one party to the expert determination without the knowledge of the other.

26.8 **Costs**

Each party will:

- (a) bear its own costs in respect of any expert determination; and

- (b) unless determined otherwise by the expert, pay one-half of the expert's costs.

26.9 Conclusion of expert determination

Unless otherwise agreed between the parties, the expert must notify the parties of his or her decision upon an expert determination conducted under this clause 26 within 20 Business Days from the acceptance by the expert of his or her appointment.

26.10 Liability of expert

The expert will not be liable to the parties arising out of, or in any way in connection with, the expert determination process, except in the case of fraud. The parties must enter into an agreement with the appointed expert on the terms set out in Schedule 7 or such other terms as the parties and the expert may agree.

26.11 Determination of expert

The determination of the expert:

- (a) must be in writing;
- (b) will be:
 - (i) substituted for the relevant direction of the Principal's Representative (where applicable); and
 - (ii) final and binding,unless:
 - (iii) the amount determined by the expert exceeds the amount in Item 23; and
 - (iv) a party gives notice of appeal to the other party within 15 Business Days of the determination; and
- (c) is to be given effect to by the parties unless and until it is reversed, overturned or otherwise changed under the procedure in the following subclauses.

26.12 Litigation

If a notice of appeal is given under clause 26.11(b)(iv), or if the parties are unable to resolve the dispute within the timeframe set out in clause 26.2(b), then either party may commence proceedings in relation to the dispute.

26.13 Summary relief

Nothing herein will prejudice the right of a party to institute proceedings to seek injunctive or urgent declaratory relief.

27 Transition Out

27.1 Application

This clause 27.1 applies whenever Services are to be terminated. This includes:

- (a) 3 months before the Expiry Date or the expiry of a previous Further Term (as applicable); or
- (b) if Services are terminated before that date, the date on which the City issues a termination notice in respect of the Contract.

27.2 Objectives

The purpose of the Transition Out Services is to:

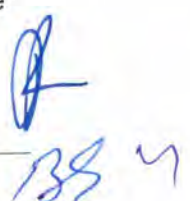
- (a) enable the City or its nominee to perform the Services from the end of the Transition Out Period; and
- (b) eliminate or minimise any disruption to the Services (including the Transition Out Services) as a result of the transition of the Services from the Service Provider to the City or its nominee.

27.3 Requirements for Transition Out

- (a) The Service Provider must ensure that as part of the Transition Out Services:
 - (i) the City's right to use the Materials, equipment and parts provided by the Service Provider to the City under the Contract and the Service Provider's Material continues following the Disengagement Period [REDACTED]
 - (ii) it makes available to the City all of its Personnel and provides all resources necessary to maintain the provision of the Services while the Disengagement Services are being performed;
 - (iii) there is no degradation of Service Levels or quality of service during the Disengagement Period; and
 - (iv) there is no interruption to the Services during the Transition Out Period.
- (b) The Service Provider must use best endeavours to ensure that the Transition Out Services are completed by the end of the Transition Out Period.

27.4 Implementation of Disengagement

- (a) The Service Provider must ensure that, at all times during the Term, on 30 days' notice it is able to deploy all necessary resources to complete the Transition Out Services.



- (b) If clause 27.4 (a) applies, the Service Provider must, unless directed otherwise by the Contract Manager:
 - (i) do all things necessary to effect the Transition Out Services;
 - (ii) [REDACTED];
 - (iii) do all things reasonably necessary to deliver all partially completed Developed Material and Deliverables to the City; and
 - (iv) ensure that all permitted subcontractors comply with this clause 27.4 (b).
- (c) The Service Provider acknowledges all Service Levels and Service Level Rights apply during the Transition Out Period.
- (d) [REDACTED]

27.5 Third party services

- (a) The Service Provider will make available to the City or its nominee the contact details of any party providing third party services utilised by the Service Provider in the performance of the Services during the Disengagement Period.
- (b) [REDACTED]

27.6 Assistance to third parties

If the City appoints a third party to assume its role in relation to any or all of the Services, the Service Provider must provide all reasonable assistance to that third party during the Transition Out Period and in performing the Transition Out Services.

28 Force Majeure

28.1 Notice and suspension of obligations

If a party to this Contract is affected, or likely to be affected, by a Force Majeure Event:

- (a) that party must immediately give the other party prompt notice of that fact including:
 - (i) full particulars of the Force Majeure Event;



- (ii) an estimate of its likely duration;
 - (iii) the obligations affected by it and the extent of its effect on those obligations; and
 - (iv) the steps taken to rectify it; and
- (b) the obligations under this Contract of the party giving the notice are suspended to the extent to which they are affected by the relevant Force Majeure Event as long as the Force Majeure Event continues.

28.2 **Effort to overcome**

A party claiming a Force Majeure Event must use its best endeavours to remove, overcome or minimise the effects of that Force Majeure Event as quickly as possible. This does not require a party to settle any industrial dispute in any way that it considers inappropriate.

28.3 **Alternative supply**

During any period in which the Service Provider is not performing obligations because of a claimed Force Majeure Event, the City may (but need not) make alternative arrangements for the performance, whether by another person or otherwise, of any obligation which the Service Provider is not performing without incurring any liability to the Service Provider.

28.4 **Termination**

If a Force Majeure Event continues for more than 14 Business Days, the City may terminate this Contract by giving at least one Business Day's written notice to the other party.

29 **Amendment and Assignment**

29.1 **Amendment**

This Contract can only be amended or replaced in writing.

29.2 **Assignment**

A party may only assign, encumber, declare a trust over or otherwise deal with its rights under this Contract with the written consent of the other party.

29.3 **Change of control**

- (a) The Service Provider, if it is a company whose shares are not listed on the Australian Stock Exchange is in default under this Contract if after:
 - (i) the Start Date; or
 - (ii) the date of assignment of this Contract to the Service Provider (if this Contract has been assigned to the Service Provider),

any person, who at the date in clause 29.3(a)(i) or (ii) beneficially holds or controls more than fifty (50%) per cent of:

- (iii) the Prescribed Rights; or
- (iv) the voting, income or participation rights in any other company which, at that date, beneficially holds or controls more than fifty (50%) per cent of the Prescribed Rights,

transfers (including, but not limited to, assigns, grants any option or other rights over, or otherwise disposes of) the whole or any part of the Prescribed Rights without the prior written consent of the City, which consent shall not be unreasonably withheld.

- (b) In seeking the consent of the City pursuant to clause 29.3(a), the Service Provider must:
 - (i) satisfy the City that:
 - (A) the proposed transferee is a respectable, responsible and solvent person; and
 - (B) will be capable of providing the Services in accordance with this Contract;
 - (ii) not be in breach of this Contract.
- (c) An approved transferee under clause 29.3(b) is deemed to hold the Prescribed Rights:
 - (i) from the Start Date; and
 - (ii) subject to the provisions of this clause.

29.4 Termination

If the Service Provider fails to perform or observe any of its obligations under this clause 29 then the City may terminate this Contract immediately by notice in writing to the Service Provider.

30 General

30.1 Governing law

- (a) This Contract is governed by the law in force in New South Wales.
- (b) Each party submits to the exclusive jurisdiction of the courts in New South Wales, and any court that may hear appeals from those courts, for any proceedings in connection with the Contract.



30.2 Entire agreement

This Contract contains the entire agreement between the parties about its subject matter. Any previous understanding, agreement, representation or promise relating to that subject matter is replaced by the Contract and has no further effect.

30.3 Operation of indemnities

- (a) Each indemnity in this Contract survives the expiry or termination of this Contract.
- (b) Each indemnity is a separate and independent obligation of the Service Provider.
- (c) A party may recover a payment under an indemnity in this Contract before it makes the payment in respect of which the indemnity is given.

30.4 City acting as an Authority

- (a) Nothing in the Contract will fetter, limit or restrict in any way the discharge by the City of its obligations or rights under any legislative requirements or as an authority.
- (b) The Service Provider will deal with the City as it would with any other authority with respect to obtaining any permits, approvals or licences.

30.5 Exclusion of Part 4 of the Civil Liability Act 2002 (NSW)

In determining the rights, obligations and liabilities of the parties in any claim arising in relation to the Contract the operation of Part 4 of the *Civil Liability Act 2002* (NSW) which would otherwise be applicable is expressly excluded to the maximum extent permitted by law.

30.6 Notices

- (a) A notice, consent or other communication under the Contract is only effective if it is in writing, signed and either left at the addressee's address or sent to the addressee by mail or email.
- (b) A notice, consent or other communication that complies with this clause is regarded as given and received:
 - (i) if it is delivered, when it has been received by a representative of the addressee at the addressee's address;
 - (ii) if it is sent by mail, 5 Business Days after it is posted; or
 - (iii) if it is sent by email, at the time sent, unless the sender is notified, by a system or person involved in the delivery of the email, that the email was not successfully sent.



- (c) For the purpose of this clause 30.6, the address and email address of the City and the address and email address of the Service Provider are as set out at Item 24 and Item 25 respectively, or, in either case, another address or email address of which that party has given notice to the other party as its address for notices.
- (d) Notices referred to in the Contract must be given within the time provided for in the Contract. If the Service Provider fails to give a notice in that time, then:
 - (i) the City will not be liable upon any Claim by the Service Provider; and
 - (ii) the Service Provider will be absolutely barred from making any claim against the City,arising out of, or in any way in connection with, the relevant act, default, omission, direction, fact, matter or thing (as the case may be) in respect of that Claim or Dispute.

30.7 Inconsistency with other documents

Unless the contrary intention is expressed, if there is an inconsistency between any of one or more of:

- (a) Clauses 2 to 30 of this Contract;
- (b) the schedules of this Contract;
- (c) any Schedule; and
- (d) the provisions of any tender document, delivery docket, invoice, account or other document of the Service Provider,

the order of precedence between them will be the order listed above, this Contract having the highest level of precedence, unless the City agrees in writing to change the order of precedence.

30.8 Liability for expenses

Each party must pay its own expenses incurred in negotiating and executing the Contract.

30.9 Survival of clauses

Clauses 1.2 (Interpretation), 4 (Provision of Services), 21 (Indemnity), 22 (Insurance), 24 (Confidentiality, privacy and related matters), 26 (Dispute Resolution), 27 (Transition Out) and 30 (General) survive the expiry or earlier termination of the Contract, together with any other term which by its nature is intended to do so.

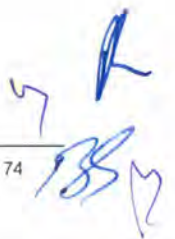


30.10 Counterparts

This Contract may be executed in counterparts and together they constitute one document.

30.11 Attorneys

Each person who executes the Contract on behalf of a party under a power of attorney declares that he or she is not aware of any fact or circumstance that might affect his or her authority to do so under that power of attorney.

A handwritten signature in blue ink, consisting of a stylized 'K' followed by a large 'B' and a '7'.

Schedule 1 - Contract information

Item	Description	Contract reference	Details	
1.	Contract Manager	Clause 1.1	Cleansing & Waste Contract Manager	
2.	Expiry Date	Clause 1.1	30 June 2026	
3.	Information Documents	Clause 1.1	Waste Collection Information	
4.	Key Personnel	Clause 1.1	<u>Role / Qualification</u>	<u>Name</u>
			Regional Manager – Solids NSW	Michael Sankey
			Operations Manager/ Contract Representative	Gary Flaxman
			Fleet & Equipment Manager	Peter Bujewcz
5.	Operations Manager	Clause 1.1	Gary Flaxman	
6.	Work Site	Clause 1.1	Any location where the Services are required to be performed within the Contract Service Area, as more particularly described in the Specifications in Schedule 3.	
7.	Timeframe for review of Deliverables	Clause 4.8(a)(ii)	As reasonably determined by the Contract Manager	
8.	Period of time for resubmission of an amended Deliverable	Clause 4.8(b)	30 Business Days	
9.	Quality assurance system	Clause 4.11	ISO 9001	
10.	WHS Returnable Documents	Clauses 1.1 and 4.12.	Document Description	Due Date
			Signed Acknowledgement Form of the City of Sydney Contractor Safety Book (page 19)	Before the commencement of any Services
				21 days prior to

Item	Description	Contract reference	Details
			<div>WHS Management Plan</div> <div>commencement of Services</div>
			<div>Safe Work Method Statements</div> <div>21 days prior to commencement of relevant or applicable part of the Services</div>
			<div>Any other document which the City considers relevant to the safe delivery of the Services</div> <div>As required</div>
11.	Service Provider's Security	Clause 9	
		(a) Form	Bank Guarantee
		(b) Amount	
		(c) Time for provision	On or before the Date of the Contract
12.	Limitation on providing Work Site access	Clause 13.1(a)	Work Site specific limitations only, including due to occupations of City owned properties, or due to Work Site or event specific restrictions to park access.
13.	Additional period of time the City is permitted to access records and documents	Clause 15.3(a)(ii)	7 years
14.	Maximum daily amount of costs and expenses for suspension	Clause 16.7(d)(iii)	\$ 20,000
15.	Frequency of invoices	Clause 17.3	On the 5 th Business Day of each month for the part of the Services carried out up to and including to the last Sunday of the previous month.
16.	Public liability Insurance	Clause 22.1(a)(i)(A)	\$20 million per occurrence and unlimited in the aggregate
17.	Level of professional indemnity insurance	Clause 22.1(a)(iii)	\$5 million per claim and \$10 million in the aggregate.
18.	Insurance requirements for Subcontractors	Clause 22.1(c)	The insurances set out in clause 22.1(a) as relevant to that part of the Services undertaken by the relevant Subcontractor.



Item	Description	Contract reference	Details
19.			
20.	Further Term	Clause 25.2	One Further Term of Two Years and then One Further Term of One Year
21.	Period of notice for termination for convenience	Clause 25.3(a)	120 Business Days
22.	Representative for senior negotiations	Clause 26.2	City: Manager Cleansing and Waste Service Provider: Regional Manager – Solids NSW
23.	Threshold value for whether an expert's determination is final and binding	Clause 26.11(b)(iii)	
24.	Address of the City (including the Contract Manager) for service of notices	Clause 30.6(c)	<p>Attention: Cleansing & Waste Contract Manager</p> <p>Address: Council of the City of Sydney Level 12, Town Hall House 456 Kent Street Sydney NSW 2000</p> <p>Email: cleansingwastecontractmanger@cityofsydney.nsw.gov.au</p>
25.	Address of the Service Provider for service of notices	Clause 30.6(c)	<p>Attention: Regional Manager – Solids NSW</p> <p>Address: Cleanaway Pty Ltd 9 Bessemer Street, Blacktown NSW 2148</p> <p>Email: Michael.sankey@cleanaway.com.au</p>
26.	Milestones and Performance Dates	The Service Provider must perform the Services in accordance with the timeframes set out in the following table:	
		Milestone	Performance Date



Item	Description	Contract reference	Details
		i) Data Management Implementation ii) Security Access iii) Data Collection iv) Provision of Plant & Equipment	30th June 2019.
27.	Specifications	The Service Provider must provide the Services and the Developed Material so that they meet the functional and technical specifications provide the Services set out in Schedule 3.	
28.	Service Levels	The Services must be provided in accordance with the service levels set out in the Specification in Schedule 3.	
29.	Service Level Rights	The City will be entitled to exercise its Service Level Rights in in accordance with this Contract and Specification.	



Schedule 2 - Fee

(Clause 1.1)

The Fee is total sum payable by the City to the Service Provider in respect of all of the Services required to be carried out under the Contract, and is the aggregate of:

- (a) the matters set out or referred to below in Part A; and
- (b) the sum of the items described in the Schedule of Rates set out below in Part B, with the relevant sums in Part B ascertained by multiplying the rates by the corresponding quantities of an applicable item in the Schedule of Rates.

The Service Provider acknowledges and agrees that the Fee applies to all of the Services required to be undertaken under the Contract, whether or not a particular item is referenced in the Schedule of Prices in Part A.

Part A – Schedule of Prices





Collection Services

Item No	Waste Stream	Collection Services	Reference	Unit	Rate \$ (Ex GST)	Assumed Quantity
		Field Services				
1.01	Garbage	Collect Bin Contents - Household Garbage - 55L Bin	D2, Cl 2	/registered bin /collection	█	19,760
1.02	Garbage	Collect Bin Contents - Household Garbage - 60L Bin	D2, Cl 2	/registered bin /collection	█	-
1.03	Garbage	Collect Bin Contents - Household Garbage - 70L Bin	D2, Cl 2	/registered bin /collection	█	34,008
1.04	Garbage	Collect Bin Contents - Household Garbage - 80L Bin	D2, Cl 2	/registered bin /collection	█	247,104
1.05	Garbage	Collect Bin Contents - Household Garbage - 120L Bin	D2, Cl 2	/registered bin /collection	█	511,784
1.06	Garbage	Collect Bin Contents - Household Garbage - 240L Bin	D2, Cl 2	/registered bin /collection	█	735,384
1.07	Garbage	Collect Bin Contents - Household Garbage - 360L Bin	D2, Cl 2	/registered bin /collection	█	-
1.08	Garbage	Collect Bin Contents - Household Garbage - 660L Bin	D2, Cl 2	/registered bin /collection	█	32,968
1.09	Garbage	Collect Bin Contents - Household Garbage - 1100L Bin	D2, Cl 2	/registered bin /collection	█	68,848
1.10	Garbage	Collect Bin Contents - Household Garbage - 1500L Bin	D2, Cl 2	/registered bin /collection	█	20,176
1.11	Garbage	Collect Bin Contents - Household Garbage - 1700L Bin	D2, Cl 2	/registered bin /collection	█	5,304

Item No	Waste Stream	Collection Services	Reference	Unit	Rate \$ (Ex GST)	Assumed Quantity
		Field Services				
1.12	Garbage	Collect Bin Contents - Household Garbage - 2000L Bin	D2, CI 2	/registered bin /collection	█	4,992
1.13	Garbage	Transport & Discharge - Household Garbage - Up to 10km	D1, CI 3.1	/ km	█	43,264
1.14	Garbage	Transport & Discharge - Household Garbage - Up to 20km	D1, CI 3.1	/ km	█	-
1.15	Garbage	Transport & Discharge - Household Garbage - Up to 30km	D1, CI 3.1	/ km	█	-
1.16	Garbage	Transport & Discharge - Household Garbage - Over 30km	D1, CI 3.1	/ km	█	-
1.17	Recycling	Collect Bin Contents - Recycling - 55L Bin	D3, CI 2	/registered bin /collection	█	24,076
1.18	Recycling	Collect Bin Contents - Recycling - 60L Bin	D3, CI 2	/registered bin /collection	█	-
1.19	Recycling	Collect Bin Contents - Recycling - 70L Bin	D3, CI 2	/registered bin /collection	█	36,556
1.20	Recycling	Collect Bin Contents - Recycling - 80L Bin	D3, CI 2	/registered bin /collection	█	210,236
1.21	Recycling	Collect Bin Contents - Recycling - 120L Bin	D3, CI 2	/registered bin /collection	█	1,117,324
1.22	Recycling	Collect Bin Contents - Recycling - 240L Bin	D3, CI 2	/registered bin /collection	█	1,464,908
1.23	Recycling	Collect Bin Contents - Recycling - 360L Bin	D3, CI 2	/registered bin /collection	█	-
1.24	Recycling	Collect Bin Contents - Recycling - 660L Bin	D3, CI 2	/registered bin /collection	█	11,263

Item No	Waste Stream	Collection Services	Reference	Unit	Rate \$ (Ex GST)	Assumed Quantity
		Field Services				
1.25	Recycling	Collect Bin Contents - Recycling - 1100L Bin	D3, CI 2	/registered bin /collection	█	27,664
1.26	Recycling	Transport & Discharge - Recycling - Up to 10km	D1, CI 3.1	/ km	█	18,564
1.27	Recycling	Transport & Discharge - Recycling - Up to 20km	D1, CI 3.1	/ km	█	-
1.28	Recycling	Transport & Discharge - Recycling - Up to 30km	D1, CI 3.1	/ km	█	-
1.29	Recycling	Transport & Discharge - Recycling - Over 30km	D1, CI 3.1	/ km	█	-
1.30	Garden Organics	Collect Bin Contents - Garden Organics - Registered or Booked - 55L Bin	D4, CI 2	/collection	█	-
1.31	Garden Organics	Collect Bin Contents - Garden Organics - Registered or Booked - 60L Bin	D4, CI 2	/collection	█	-
1.32	Garden Organics	Collect Bin Contents - Garden Organics - Registered or Booked - 70L Bin	D4, CI 2	/collection	█	-
1.33	Garden Organics	Collect Bin Contents - Garden Organics - Registered or Booked - 80L Bin	D4, CI 2	/collection	█	-
1.34	Garden Organics	Collect Bin Contents - Garden Organics - Registered or Booked - 120L Bin	D4, CI 2	/collection	█	214,396
1.35	Garden Organics	Collect Bin Contents - Garden Organics - Registered or Booked - 240L Bin	D4, CI 2	/collection	█	28,860
1.36	Garden Organics	Collect Bin Contents - Garden Organics - Registered or Booked - 360L Bin	D4, CI 2	/collection	█	-
1.37	Garden Organics	Collect Bin Contents - Garden Organics - Registered or Booked - 660L Bin	D4, CI 2	/collection	█	-

Item No	Waste Stream	Collection Services	Reference	Unit	Rate \$ (Ex GST)	Assumed Quantity
		Field Services				
1.38	Garden Organics	Collect Bin Contents - Garden Organics - Registered or Booked - 1100L Bin	D4, CI 2	/collection	█	-
1.39	Garden Organics	Transport & Discharge - Garden Organics - Up to 10km	D1, CI 3.1	/ km	█	-
1.40	Garden Organics	Transport & Discharge - Garden Organics - Up to 20km	D1, CI 3.1	/ km	█	4,004
1.41	Garden Organics	Transport & Discharge - Garden Organics - Up to 30km	D1, CI 3.1	/ km	█	-
1.42	Garden Organics	Transport & Discharge - Garden Organics - Over 30km	D1, CI 3.1	/ km	█	-
1.43	Clean Up	Collect Non-Putrescible Booked Waste & Illegal Dump - Up to 2m3	D5, CI 2	/collection	█	29,757
1.44	Clean Up	Collect Non-Putrescible Booked Waste & Illegal Dump - Up to 6m3	D5, CI 2	/collection	█	3,306
1.45	Clean Up	Collect Non-Putrescible Booked Waste & Illegal Dump - Up to 12m3	D5, CI 2	/collection	█	-
1.46	Clean Up	Collect Non-Putrescible Booked Waste & Illegal Dump - Over 12m3	D5, CI 2	/collection	█	-
1.47	Clean Up	Collect Non-Putrescible Illegal Dump within 4hrs Surcharge	D5, CI 2	/collection	█	200
1.48	Clean Up	Transport & Discharge - All Non-Putrescible Items - Up to 10km	D1, CI 3.1	/ km	█	-
1.49	Clean Up	Transport & Discharge - All Non-Putrescible Items - Up to 20km	D1, CI 3.1	/ km	█	4,576
1.50	Clean Up	Transport & Discharge - All Non-Putrescible Items - Up to 30km	D1, CI 3.1	/ km	█	-

Item No	Waste Stream	Collection Services	Reference	Unit	Rate \$ (Ex GST)	Assumed Quantity
		Field Services				
1.51	Clean Up	Transport & Discharge - All Non-Putrescible Items - Over 30km	D1, Cl 3.1	/ km		-
1.52	Clean Up	Collect e-waste, metals, whitegoods - Up to 2m3	D5, Cl 2	/collection		11,957
1.53	Clean Up	Collect e-waste, metals, whitegoods - Up to 6m3	D5, Cl 2	/collection		1,329
1.54	Clean Up	Collect e-waste, metals, whitegoods - Up to 12m3	D5, Cl 2	/collection		-
1.55	Clean Up	Collect e-waste, metals, whitegoods - Over 12m3	D5, Cl 2	/collection		-
1.56	Clean Up	Collect e-waste, metals, whitegoods Illegal Dump within 4hrs Surcharge	D5, Cl 2	/collection		200
1.57	Clean Up	Transport & Discharge - e-waste/metals/whitegoods - Up to 10km	D1, Cl 3.1	/ km		-
1.58	Clean Up	Transport & Discharge - e-waste/metals/whitegoods - Up to 20km	D1, Cl 3.1	/ km		2,704
1.59	Clean Up	Transport & Discharge - e-waste/metals/whitegoods - Up to 30km	D1, Cl 3.1	/ km		-
1.60	Clean Up	Transport & Discharge - e-waste/metals/whitegoods - Over 30km	D1, Cl 3.1	/ km		-
1.61	Clean Up	Collect Putrescible Illegal Dump - Up to 2m3	D5, Cl 2	/collection		500
1.62	Clean Up	Collect Putrescible Illegal Dump - Up to 6m3	D5, Cl 2	/collection		-
1.63	Clean Up	Collect Putrescible Illegal Dump - Up to 12m3	D5, Cl 2	/collection		-

Item No	Waste Stream	Collection Services	Reference	Unit	Rate \$ (Ex GST)	Assumed Quantity
		Field Services				
1.64	Clean Up	Collect Putrescible Illegal Dump - Over 12m3	D5, CI 2	/collection	██████	-
1.65	Clean Up	Collect Putrescible Illegal Dump within 4hrs Surcharge	D5, CI 2	/collection	██████	50
1.66	Clean Up	Transport & Discharge - Putrescible Illegal Dump - Up to 10km	D1, CI 3.1	/ km	██████	-
1.67	Clean Up	Transport & Discharge - Putrescible Illegal Dump - Up to 20km	D1, CI 3.1	/ km	██████	-
1.68	Clean Up	Transport & Discharge - Putrescible Illegal Dump - Up to 30km	D1, CI 3.1	/ km	██████	-
1.69	Clean Up	Transport & Discharge - Putrescible Illegal Dump - Over 30km	D1, CI 3.1	/ km	██████	-
1.70	Food Organics	Service Availability Charge - 2 year trial period	D6, CI 2	/month	██████	12
1.71	Food Organics	Collect Bin Contents - Food Organics - Up to 60L Bin	D6, CI 2	/collection	██████	260,000
1.72	Food Organics	Clean Bin - Rinse and Disinfect - Up to 60L Bin	D6, CI 2	/collection	██████	-
1.73	Food Organics	Collect Bin Contents and Clean Bin - Food Organics - 80L Bin	D6, CI 2	/collection	Weekly Bin Cleaning : ██████	-
1.74	Food Organics	Collect Bin Contents and Clean Bin - Food Organics - 120L Bin	D6, CI 2	/collection	Weekly Bin Cleaning : ██████	12,480

Item No	Waste Stream	Collection Services	Reference	Unit	Rate \$ (Ex GST)	Assumed Quantity
		Field Services				
1.75	Food Organics	Collect Bin Contents and Clean Bin - Food Organics - 240L Bin	D6, CI 2	/collection	Weekly Bin Cleaning : [REDACTED]	49,920
1.76	Food Organics	Transport & Discharge - Food Organics - Up to 10km	D1, CI 3.1	/ km	[REDACTED]	-
1.77	Food Organics	Transport & Discharge - Food Organics - Up to 20km	D1, CI 3.1	/ km	[REDACTED]	11,960
1.78	Food Organics	Transport & Discharge - Food Organics - Up to 30km	D1, CI 3.1	/ km	[REDACTED]	-
1.79	Food Organics	Transport & Discharge - Food Organics - Over 30km	D1, CI 3.1	/ km	[REDACTED]	-
1.80	Textiles	Service Availability Charge - 2 year trial period	D7, CI 2	/month	[REDACTED]	12
1.81	Textiles	Collect Bin Contents - Textiles - 120L Bin	D7, CI 2	/collection	[REDACTED]	4,680
1.82	Textiles	Collect Bin Contents - Textiles - 240L Bin	D7, CI 2	/collection	[REDACTED]	18,720
1.83	Textiles	Transport & Discharge - Textiles - Up to 10km	D1, CI 3.1	/ km	[REDACTED]	-
1.84	Textiles	Transport & Discharge - Textiles - Up to 20km	D1, CI 3.1	/ km	[REDACTED]	-
1.85	Textiles	Transport & Discharge - Textiles - Up to 30km	D1, CI 3.1	/ km	[REDACTED]	6,500

Item No	Waste Stream	Collection Services	Reference	Unit	Rate \$ (Ex GST)	Assumed Quantity
		Field Services				
1.86	Textiles	Transport & Discharge - Textiles - Over 30km	D1, CI 3.1	/ km		-
1.87	All	On Property Collection - Additional to rate to enter into a property to perform the Collect Bin Content service (excludes wheel-out and wheel-back Service)	D1, CI 4.8.2	/MUD Building /collection type		350
		OPTIONAL Field Services				
1.91	Clean Up	Collect Mattress - Booked or Dumped	D5, CI 2	/location		10,000
1.92	Clean Up	Collect Mattress - Dumped - Same Day Request	D5, CI 2	/location		100
1.93	Clean Up	Transport & Discharge - Mattress - Up to 10km	D1, CI 3.1	/ km		385
1.94	Clean Up	Transport & Discharge - Mattress - Up to 20km	D1, CI 3.1	/ km		-
1.95	Clean Up	Transport & Discharge - Mattress - Up to 30km	D1, CI 3.1	/ km		16,224
1.96	Clean Up	Transport & Discharge - Mattress - Up to 40km	D1, CI 3.1	/ km		-
		Rise And Fall Factors The following factors are applied to all Collection Services listed above				
1.97	All	Fee Adjustment Factor F for Wages, Payroll Tax and Superannuation Guarantee Levy Rise and Fall	C, CI 13.11	%		
1.98	All	Fee Adjustment Factor F for Fuels and Lubricants Rise and Fall	C, CI 13.11	%		

<i>Item No</i>	<i>Waste Stream</i>	<i>Collection Services</i>	<i>Reference</i>	<i>Unit</i>	<i>Rate \$ (Ex GST)</i>	<i>Assumed Quantity</i>
		Field Services				
1.99	All	Fee Adjustment Factor F for Tyres, Workers Compensation Insurance, Vehicle Registration and Insurance and other materials Rise and Fall	C, Cl 13.11	%		
1.10 0	All	Fee Adjustment Factor F for Costs and Profit Return Rise and Fall	C, Cl 13.11	%		

Mobile Bin Management Services

Item No	Waste Stream	Mobile Bin Management Services	Reference	Unit	Rate (Ex GST)	Assumed Quantity
		Large Scale Bin Program (Provision of over 100 deliveries in one program)				
2.01	All	Supply Bin, including Lid - 25-45L	D1 CI 10	/bin		5,000
2.02	All	Supply Bin, including Lid - 55L	D1 CI 10	/bin		-
2.03	All	Supply Bin, including Lid & Wheels - 60L	D1 CI 10	/bin		466
2.04	All	Supply Bin, including Lid - 70L	D1 CI 10	/bin		-
2.05	All	Supply Bin, including Lid & Wheels - 80L	D1 CI 10	/bin		1,617
2.06	All	Supply Bin, including Lid & Wheels - 120L	D1 CI 10	/bin		10,724
2.07	All	Supply Bin, including Lid & Wheels - 240L	D1 CI 10	/bin		5,712
2.08	All	Supply Bin, including Lid & Wheels - 360L	D1 CI 10	/bin		-
2.09	All	Supply Mobile Bin, including Lid & Wheels - 660L	D1 CI 10	/bin		230
2.10	All	Supply Mobile Bin, including Lid & Wheels - 1100L	D1 CI 10	/bin		614
2.11	All	Deliver Mobile Bin (up to 360L)	D1 CI 10	/bin		23,519

2.12	All	Deliver Mobile Bin (660L or greater)	D1 CI 10	/bin	████	844
2.13	All	Remove and recycle Mobile Bin (up to 360L)	D1 CI 11	/bin	████	16,119
2.14	All	Remove and recycle Mobile Bin (660L or greater)	D1 CI 11	/bin	████	844
2.15	All	Remove and store redeployment Mobile Bin (up to 360L)	D1 CI 11	/bin	████	-
2.16	All	Remove and store redeployment Mobile Bin (660L or greater)	D1 CI 11	/bin	████	-
Item No	Waste Stream	Mobile Bin Management Services Service	Reference	Unit	Rate (Ex GST)	Assumed Quantity
		Regular Bin Management				
2.21	All	Supply Mobile Bin, including Lid - 25-45L	D1 CI 10	/bin	████	24
2.22	All	Supply Mobile Bin, including Lid - 55L	D1 CI 10	/bin	████	24
2.23	All	Supply Mobile Bin, including Lid & Wheels - 60L	D1 CI 10	/bin	████	24
2.24	All	Supply Mobile Bin, including Lid - 70L	D1 CI 10	/bin	████	60
2.25	All	Supply Mobile Bin, including Lid & Wheels - 80L	D1 CI 10	/bin	████	120
2.26	All	Supply Mobile Bin, including Lid & Wheels - 120L	D1 CI 10	/bin	████	1,680
2.27	All	Supply Mobile Bin, including Lid & Wheels - 240L	D1 CI 10	/bin	████	3,000
2.28	All	Supply Mobile Bin, including Lid & Wheels - 360L	D1 CI 10	/bin	████	-

Item No	Waste Stream	Mobile Bin Management Services Service	Reference	Unit	Rate (Ex GST)	Assumed Quantity
		Regular Bin Management				
2.29	All	Supply Mobile Bin, including Lid & Wheels - 660L	D1 CI 10	/bin	██████	300
2.30	All	Supply Mobile Bin, including Lid & Wheels - 1100L	D1 CI 10	/bin	██████	720
2.31	All	Deliver Mobile Bin (up to 360L)	D1 CI 10	/bin	██████	4,884
2.32	All	Deliver Mobile Bin (660L or greater)	D1 CI 10	/bin	██████	1,020
2.33	All	Remove and store redeployment Mobile Bin (up to 360L)	D1 CI 11	/bin	██████	240
2.34	All	Remove and store redeployment Mobile Bin (660L or greater)	D1 CI 11	/bin	██████	24
2.35	All	Remove and recycle Mobile Bin (up to 360L)	D1 CI 11	/bin	██████	4,200
2.36	All	Remove and recycle Mobile Bin (660L or greater)	D1 CI 11	/bin	██████	840
2.37	All	Supply Lid (up to 360L)	D1 CI 10	/bin	██████	60
2.38	All	Supply Lid (660L)	D1 CI 10	/bin	██████	12
2.39	All	Supply Lid (1100L)	D1 CI 10	/bin	██████	60
2.40	All	Replace and Recycle Lid (up to 360L)	D1 CI 11	/bin	██████	60
2.41	All	Replace and Recycle Lid (660L)	D1 CI 11	/bin	██████	12

Item No	Waste Stream	Mobile Bin Management Services	Reference	Unit	Rate (Ex GST)	Assumed Quantity
		Regular Bin Management				
2.42	All	Replace and Recycle Lid (1100L)	D1 CI 11	/bin	████	60
2.43	All	Supply, Replace, and Dispose Wheels (up to 360L)	D1 CI 11	/bin	████	1,200
2.44	All	Supply, Replace, and Dispose Wheel (660L)	D1 CI 11	/bin	████	12
2.45	All	Supply, Replace, and Dispose Wheel (1100L)	D1 CI 11	/bin	████	12
	All	Rise And Fall Factors The following factors are applied to all Mobile Bin Management Services listed above				
2.91	All	Fee Adjustment Factor F for Wages, Payroll Tax and Superannuation Guarantee Levy Rise and Fall	C, CI 13.11	%	████	N/A
2.92	All	Fee Adjustment Factor F for Fuels and Lubricants Rise and Fall	C, CI 13.11	%	████	N/A
2.93	All	Fee Adjustment Factor F for Tyres, Workers Compensation Insurance, Vehicle Registration and Insurance and other materials Rise and Fall	C, CI 13.11	%	████	N/A
2.94	All	Fee Adjustment Factor F for Costs and Profit Return Rise and Fall	C, CI 13.11	%	████	N/A

Food Organics & Textiles Collection Management Services (Optional Services)

Item No	Waste Stream	Food Organics & Textiles Collection Management Service	Reference	Unit	Rate (Ex GST)	Assumed Quantity
		Food Organics & Textiles Collection Management				
3.01	Textiles/ Food Organics	Large-scale initial establishment of textiles and food organics service, includes Service Establishment Planning, Letter Box drop services, bin room signage and coordination with Building Manager 1 x Education Officer for a 6 month period included to manage the establishment of the Food organics & Textile collections Council to provide signage	D1, CI 10.6	/MUD Building		600
3.02	Food Organics	Large-scale initial establishment of SOD Opt-in food organics service, includes Service Establishment Planning and coordination with premise occupant 1 x Education Officer for a 6 month period included to manage the establishment of the Food organics & Textile collections Council to provide signage	D1, CI 10.6	/SOD Opt-in premise		5000
3.03	Food Organics	Large-scale initial provision of kitchen caddy, liner bags, communications and follow up recovery of excess	D1, CI 10.6	/opt-in premise		30200
3.04	Textiles/ Food Organics	One-off establishment of food organics and textile service, includes engagement services, bin room signage and coordination with Building Manager	D1, CI 10.6	/MUD Building		40

Item No	Waste Stream	Food Organics & Textiles Collection Management Service	Reference	Unit	Rate (Ex GST)	Assumed Quantity
		Food Organics & Textiles Collection Management				
3.05	Textiles	One-off establishment of textiles service, includes engagement services, bin room signage and coordination with Building Manager	D1, CI 10.6	/MUD Building		0
3.06	Food Organics	One-off establishment of food organics service, includes engagement services, bin room signage and coordination with Building Manager	D1, CI 10.6	/MUD Building		100
3.07	Food Organics	One-off establishment of SOD Opt-in food organics service, includes Service Establishment Planning and coordination with premise occupant	D1, CI 10.6	/SOD Opt-in premise		1000
3.08	Food Organics	Large-scale subsequent year/s provision of liner bags, including delivery, communications, and follow up recovery of excess	D1, CI 10.6	/Opt-in premise (Year 1 only)		30200
3.09	Food Organics	One-off provision of liner bags	D1, CI 10.6	/premise		500
3.10	Food Organics	One-off provision of kitchen caddy	D1, CI 10.6	/premise		500
		OPTIONAL SERVICE				
3.21	Textiles/ Food Organics	Website Establishment	D1, CI 19.2.2	/ item (Only once ever applied)		1
3.22	Textiles/ Food Organics	Website Monthly Operation, Reporting	D1, CI 19.2.3	/ month		12

<i>Item No</i>	<i>Waste Stream</i>	<i>Food Organics & Textiles Collection Management Service</i>	<i>Reference</i>	<i>Unit</i>	<i>Rate (Ex GST)</i>	<i>Assumed Quantity</i>
		Food Organics & Textiles Collection Management				
3.23	All	Establishment of Customer Service Hotline	D1, CI 4.8.13	/item		1
3.24	Textiles/ Food Organics	Large-scale removal of textiles and food organics service, includes engagement services, bin room signage and coordination with Building Manager	D1, CI 6.3	/MUD Building		600
3.25	Textiles	Large-scale removal of textile service, includes engagement services, bin room signage and coordination with Building Manager	D1, CI 6.3	/MUD Building		0
3.26	Food Organics	Large-scale removal of food organics service, includes engagement services, bin room signage and coordination with Building Manager	D1, CI 6.3	/MUD Building		0
3.27	Textiles	One-off removal of textiles service, includes engagement services, bin room signage and coordination with Building Manager	D1, CI 6.3	/MUD Building		0
3.28	Food Organics	One-off removal of food organics service, includes engagement services, bin room signage and coordination with Building Manager	D1, CI 6.3	/MUD Building		0
	All	Rise And Fall Factors The following factors are applied to all Trial Services listed above				
3.91	All	Fee Adjustment Factor F for Wages, Payroll Tax and Superannuation Guarantee Levy Rise and Fall	C, CI 13.11	%		N/A

<i>Item No</i>	<i>Waste Stream</i>	<i>Food Organics & Textiles Collection Management Service</i>	<i>Reference</i>	<i>Unit</i>	<i>Rate (Ex GST)</i>	<i>Assumed Quantity</i>
		Food Organics & Textiles Collection Management				
3.92	All	Fee Adjustment Factor F for Fuels and Lubricants Rise and Fall	C, Cl 13.11	%	■	N/A
3.93	All	Fee Adjustment Factor F for Tyres, Workers Compensation Insurance, Vehicle Registration and Insurance and other materials Rise and Fall	C, Cl 13.11	%	■	N/A
3.94	All	Fee Adjustment Factor F for Costs and Profit Return Rise and Fall	C, Cl 13.11	%	■	N/A

Management Services

Item No	Waste Stream	Management Services	Reference	Unit	Rate (Ex GST)	Indicative Annual Quantity
		Transition In				
4.01	All	Plan Development - Submit final versions of transition in program, plan for bin inventory management, Data Management Plan, Security Access Implementation, Data Collection Plan, People Management Plan, Plant Plan, Collection Schedule, Customer Service Plan, Contract Management Plan including Operational Procedures, WHS and Environmental Management. (Includes 1 month of Senior Education Officer, Training of bin audit teams and development of Cleanview eforms)	D1, Cl 4.5	/item		1
4.02	All	Data Collection - Audit of Presentation Location, On-Property and Wheel-out and Wheel-back Properties, and the Bin Register. Provision of all Reports (Includes 5 months of dedicated Senior Education Officer and 4 Resource Recovery Officers)	D1, Cl 4.5	/item		1
4.03	All	Sign Replacement Program - Large scale removal of existing signage and install new signage. (Council to provide signage)	D1, 4.8.10	/On-Property MUD Building		1,726
4.04	All	Sign Replacement Program - Large scale removal of existing signage and install new signage and delineation. (Includes provision of a keysafe as detailed in Schedule H)	D1, 4.8.10	/Wheel Out MUD Building		

<i>Item No</i>	<i>Waste Stream</i>	<i>Management Services</i>	<i>Reference</i>	<i>Unit</i>	<i>Rate (Ex GST)</i>	<i>Indicative Annual Quantity</i>
4.05	All	Security Access Implementation - Large scale Replace/Install security new key safes, provide keys to building manager/ City (Includes provision of a key safe as detailed in Schedule H)	D1, CI 4.8.6	/key safe		70
4.06	All	Security Access Implementation - Re-key Key safes Program - Change existing key safes and key button types GAR1, GAR2 & GAR 3 to new key, provide keys to building manager/ City (Includes provision of a key safe as detailed in Schedule H)	D1, CI 4.8.6	/key safe		304
4.07	All	Security Access Implementation - Re-key Padlocks Program - Change existing padlocks types GAR1, GAR2 & GAR 3 to new padlock, provide keys to building manager/ City (Includes provision of a key safe as detailed in Schedule H)	D1, CI 4.8.6	/padlock		76
4.08	All	Bin Register Management - Ongoing Transition In service once Data Collection Report submitted	D1, CI 4.8.13	/month		2
		On-going Management				
4.11	All	New MUD Premise - Include building contact database, Property access database, collection schedule, order bins, add to rates & bin data records, Replace/Install of bin room signage & delineation, coordination of short term recyclables bins	D1, CI 6.1	/MUD Building		200
4.12	All	New MUD Key safe - Replace/Install security key safes and provide keys as required	D1, CI 6.1	/MUD Building		160

<i>Item No</i>	<i>Waste Stream</i>	<i>Management Services</i>	<i>Reference</i>	<i>Unit</i>	<i>Rate (Ex GST)</i>	<i>Indicative Annual Quantity</i>
4.13	All	New MUD padlock - Replace/Install security padlock and provide keys as required	D1, CI 6.1	/MUD Building	██████	40
4.14	All	Illegal Dump Hotspot Monitoring - Up to an initial 10 locations	D5, CI 2	/Day	██████	200
4.15	All	Illegal Dump Hotspot Monitoring - For each additional group of up to 10 locations	D5, CI 2	/Day	██████	100
4.16	All	<p>Data Management Services - Provision of Data and Analysis.</p> <p>Includes</p> <ul style="list-style-type: none"> - Updates to Rates & Bin data, building contact database, property access database - Collection Schedule information - Host IT Systems to collect and store data (video, collection data) <p>'Includes 1 x dedicated Resource Recovery Officer and 1 x dedicated Admin resource</p> <p>10 hours per day per truck of live streaming</p>	D1, CI 23.2	/month	██████████	12

<i>Item No</i>	<i>Waste Stream</i>	<i>Management Services</i>	<i>Reference</i>	<i>Unit</i>	<i>Rate (Ex GST)</i>	<i>Indicative Annual Quantity</i>
4.17	All	Management Services Fee. Includes - Plant Register - IT System access - Contract related auditing - Attending meetings - Reporting (Performance data & analysis) - Managing Complaints - Managing Contamination	D1, CI 20.5	/month		12
4.18	All	Transition Out Management - 3 months of Program Manager coordinating with City and new Service Provider (only applies where it is a change of Service Provider) Only applies in final year of contract services for 3 months support (transfer of data, security, service arrangements)		/month		3
		OPTIONAL SERVICE				
4.21	All	Establishment of Call Centre (Establish Hotline / Training of new staff / Start Up and transfer meetings with Council)	D1 CI 8.7	/ item		1
4.22	All	Complaint and enquiry hosting 1 x Dedicated Customer Service Officer would be allocated to the contract	D1 CI 8.7	/ call		14,040
4.23	All	Monthly Reporting / Analytics for call centre	D1 CI 8.7	/ month		12

<i>Item No</i>	<i>Waste Stream</i>	<i>Management Services</i>	<i>Reference</i>	<i>Unit</i>	<i>Rate (Ex GST)</i>	<i>Indicative Annual Quantity</i>
4.24	All	Bi-yearly field audit of Bin Register Price includes 3 months of dedicated Senior Education Officer and 4 Resource Recovery Officers	D1, Cl 4.8.13	/item	██████	1
4.25	All	Letter Box drop of education materials - To collect printed items from Council and attend location	D1, Cl 19.2.5	/location	██████	10
4.26	All	Letter Box drop of education materials - To place in letter box for every premises within the location A daily rate for multiple premises requiring a dedicated resource for 1 day. To be charged per day	D1, Cl 19.2.5	/premise	██████	1,000
	All	Rise And Fall Factors The following factors are applied to all Management Services listed above				
4.91	All	Fee Adjustment Factor F for Wages, Payroll Tax and Superannuation Guarantee Levy Rise and Fall	C, Cl 13.11	%	██████	N/A
4.92	All	Fee Adjustment Factor F for Fuels and Lubricants Rise and Fall	C, Cl 13.11	%	██████	N/A
4.93	All	Fee Adjustment Factor F for Tyres, Workers Compensation Insurance, Vehicle Registration and Insurance and other materials Rise and Fall	C, Cl 13.11	%	██████	N/A
4.94	All	Fee Adjustment Factor F for Costs and Profit Return Rise and Fall	C, Cl 13.11	%	██████	N/A

Schedule 3 - Specifications

(Clause 1.1)

See attached documents titled:

Section D – Part 1: General Specification
Section D – Part 2: Garbage Collection Specification
Section D – Part 3: Recyclables Collection Specification
Section D – Part 4: Garden Organics Collection Specification
Section D – Part 5: Clean Up Collection Specification
Section D – Part 6: Food Organics Collection Specification
Section D – Part 7: Textiles Collection Specification

A
V BS

Schedule 4 – Contract Service Area

(clause 1.1)

The entire Local Government Area for all services except:

- Garbage Collection for the area south of the blue dividing line shown below, and
- Clean Up Collection services for non-putrescible waste area south of the blue dividing line shown below (Service Provider provides Collection for entire Local Government Area for Whitegoods, Metals, e-waste, illegal dumps, mattresses option, customer service option).



[Handwritten signature]
[Handwritten initials]

Schedule 5 – Statutory Declaration

_____ of _____, do solemnly and sincerely declare as follows:

1. I am [**Position held in Service Provider's organisation**] of [**Service Provider's name and ABN**] ("**Service Provider**").
2. The Service Provider has a contract with the Council of the City of Sydney (ABN 22 636 550 790) for **Domestic Waste Collection** dated [**Date**] ("**Contract**").
3. All subcontractors and suppliers engaged by the Service Provider with respect to services under the Contract have been paid all moneys due and payable to them in respect of services carried out for or materials supplied to the Service Provider.
4. Attached to and forming part of this declaration is a subcontractor's statement given by the Service Provider in its capacity as 'subcontractor' (as that term is defined in the *Workers Compensation Act 1987* (NSW), *Payroll Tax Act 2007* (NSW) and *Industrial Relations Act 1996* (NSW) ("**Acts**") which is a written statement:
 - (a) under section 175B of the *Workers Compensation Act 1987* (NSW), in the form and providing the detail required by that legislation;
 - (b) under Schedule 2 section 18 of the *Payroll Tax Act 2007* (NSW), in the form and providing the detail required by that legislation; and
 - (c) under section 127 of the *Industrial Relations Act 1996* (NSW), in the form and providing the detail required by that legislation.
5. The matters which are contained in this declaration and the attached subcontractor's statement are true.
6. If the Service Provider has subcontractors, the Service Provider has received from each of those subcontractors a statutory declaration and subcontractor's statement in equivalent terms to this declaration (made no earlier than 14 days before the date of this declaration).
7. All statutory declarations and subcontractor's statements received by the Service Provider from subcontractors referred to in clause 6 were:
 - (a) given to the Service Provider in its capacity as 'principal contractor' as defined in the Acts; and
 - (b) given by the subcontractors in their capacity as 'subcontractors' as defined in the Acts.
8. The period of the Contract covered by this declaration and the attached subcontractor's statement is from [**insert**] to [**insert**].

And I make this solemn declaration conscientiously believing the same to be true, and by virtue of the *Oaths Act 1900* (NSW).

Declared at _____ on _____

by _____
(place where declaration made)

(date of declaration)

Signature of person making the declaration

Name of person making the declaration

in the presence of an authorised witness, who states:

I, **[name of authorised witness]**, a **[qualification to be authorised witness]**, certify the following matters concerning the making of this statutory declaration by the person who made it:

- (a) **Alt**[I saw the face of the person. / I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering].
- (b) **Alt**[I have known the person for at least 12 months. / I have confirmed the person's identity using an identification document and the document I relied on was [describe identification document relied on]].

Signature of authorised witness

Date:



**SUBCONTRACTOR'S STATEMENT
REGARDING WORKER'S COMPENSATION, PAYROLL TAX AND
REMUNERATION (Note 1 – see back of form)**

For the purposes of this Statement a "subcontractor" is a person (or other legal entity) that has entered into a contract with a "principal contractor" to carry out work.

This Statement must be signed by a "subcontractor" (or by a person who is authorised, or held out as being authorised, to sign the statement by the subcontractor) referred to in any of s175B *Workers Compensation Act 1987*, Schedule 2 Part 5 *Payroll Tax Act 2007*, and s127 *Industrial Relations Act 1996* where the "subcontractor" has employed or engaged workers or subcontractors during the period of the contract to which the form applies under the relevant Act(s).

The signed Statement is to be submitted to the relevant principal contractor.

SUBCONTRACTOR'S STATEMENT (Refer to the back of this form for Notes, period of Statement retention, and Offences under various Acts.)

Subcontractor: ABN:
(Business name)

of

.....
(Address of Subcontractor)

has entered into a contract with ABN:

.....
(Business name of principal contractor)

Contract number/identifier (Note 2)

This Statement applies for work between:/...../..... and/...../..... inclusive, (Note 3)

subject of the payment claim dated:/...../..... (Note 4)

I, a Director or a person authorised by the Subcontractor on whose behalf this declaration is made, (Note 5)

hereby declare that I am in a position to know the truth of the matters which are contained in this Subcontractor's Statement and declare the following to the best of my knowledge and belief:

- (a) The abovementioned Subcontractor has either employed or engaged workers or subcontractors during the above period of this contract. Tick [] if true and comply with (b) to (g) below, as applicable. If it is not the case that workers or subcontractors are involved or you are an exempt employer for workers compensation purposes tick [] and only complete (f) and (g) below. You must tick one box.

(Note 6)

- (b) All workers compensation insurance premiums payable by the Subcontractor in respect of the work done under the contract have been paid. The Certificate of Currency for that insurance is attached and is dated/...../.....

(Note 7)

- (c) All remuneration payable to relevant employees for work under the contract for the above period has been paid.

(Note 8)

- (d) Where the Subcontractor is required to be registered as an employer under the *Payroll Tax Act 2007*, the Subcontractor has paid all payroll tax due in respect of employees who performed work under the contract, as required at the date of this Subcontractor's Statement.

(Note 9)

- (e) Where the Subcontractor is also a principal contractor in connection with the work, the Subcontractor has in its capacity of principal contractor been given a written Subcontractor's Statement by its subcontractor(s) in connection with that work for the period stated above.

(Note 10)

- (f) Signature Full name

- (g) Position/Title Date/...../.....

NOTE: Where required above, this Statement must be accompanied by the relevant Certificate of Currency to comply with section 175B of the *Workers Compensation Act 1987*.

1. This form is prepared for the purpose of section 175B of the *Workers Compensation Act 1987*, Schedule 2 Part 5 *Payroll Tax Act 2007* and section 127 of the *Industrial Relation Act 1996*. If this form is completed in accordance with these provisions, a principal contractor is relieved of liability for workers compensation premiums, payroll tax and remuneration payable by the subcontractor.

A principal contractor can be generally defined to include any person who has entered into a contract for the carrying out of work by another person (or other legal entity called **the subcontractor**) and where employees of the subcontractor are engaged in carrying out the work which is in connection with the principal contractor's business.

2. For the purpose of this Subcontractor's Statement, a principal contractor is a person (or other legal entity), who has entered into a contract with another person (or other legal entity) referred to as the subcontractor, and employees/workers of that subcontractor will perform the work under contract. The work must be connected to the business undertaking of the principal contractor.

3. Provide the unique contract number, title, or other information that identifies the contract.

4. In order to meet the requirements of s 127 *Industrial Relations Act 1996*, a statement in relation to remuneration must state the period to which the statement relates. For sequential Statements ensure that the dates provide continuous coverage.

Section 127(6) of the *Industrial Relations Act 1996* defines remuneration 'as remuneration or other amounts payable to relevant employees by legislation, or under an industrial instrument, in connection with work done by the employees.'

Section 127(11) of the *Industrial Relations Act 1996* states 'to avoid doubt, this section extends to a principal contractor who is the owner or occupier of a building for the carrying out of work in connection with the building so long as the building is owned or occupied by the principal contractor in connection with a business undertaking of the principal contractor.'

5. Provide the date of the most recent payment claim.
6. For Workers Compensation purposes an exempt employer is an employer who pays less than \$7500 annually, who does not employ an apprentice or trainee and is not a member of a group.
7. In completing the Subcontractor's Statement, a subcontractor declares that workers compensation insurance premiums payable up to and including the date(s) on the Statement have been paid, and all premiums owing during the term of the contract will be paid.
8. In completing the Subcontractor's Statement, a subcontractor declares that all remuneration payable to relevant employees for work under the contract has been paid.
9. In completing the Subcontractor's Statement, a subcontractor declares that all payroll tax payable relating to the work undertaken has been paid.
10. It is important to note that a business could be both a subcontractor and a principal contractor, if a business 'in turn' engages subcontractors to carry out the work. If your business engages a subcontractor you are to also obtain Subcontractor's Statements from your subcontractors.

Handwritten signature and initials in blue ink, located at the bottom right of the page.

Statement Retention

The principal contractor receiving a Subcontractor's Statement must keep a copy of the Statement for the periods stated in the respective legislation. This is currently up to seven years.

Offences in respect of a false Statement

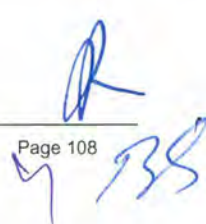
In terms of s 127 of the Industrial Relations Act 1996, a person who gives the principal contractor a written statement knowing it to be false is guilty of an offence if:

- (a) the person is the subcontractor;
- (b) the person is authorised by the subcontractor to give the statement on behalf of the subcontractor;
or
- (c) the person holds out or represents that the person is authorised by the subcontractor to give the statement on behalf of the subcontractor.

In terms of s 175B of the *Workers Compensation Act* and clause 18 of Schedule 2 of the *Payroll Tax Act 2007* a person who gives the principal contractor a written statement knowing it to be false is guilty of an offence.

Further Information

For more information, visit the WorkerCover website www.workcover.nsw.gov.au, Office of State Revenue website www.osr.nsw.gov.au, or Office of Industrial Relations, Department of Commerce website www.commerce.nsw.gov.au. Copies of the *Workers Compensation Act 1987*, the *Payroll Tax Act 2007* and the *Industrial Relations Act 1996* can be found at www.legislation.nsw.gov.au.



Schedule 6 – Bank Guarantee

Approved form of unconditional undertaking

(clause 1 - Security)

At the request of ('the Service Provider') and in consideration of ('the City') accepting this undertaking in respect of the Contract for

..... ('the *financial institution*') unconditionally undertakes to pay on demand any sum or sums which may from time to time be demanded by the City to a maximum aggregate sum of (\$)

The undertaking is to continue until notification has been received from the City that the sum is no longer required by the City or until this undertaking is returned to the *financial institution* or until payment to the City by the *financial institution* of the whole of the sum or such part as the City may require.

Should the *financial institution* be notified in writing, purporting to be signed by for and on behalf of the City that the City desires payment to be made of the whole or any part or parts of the sum, it is unconditionally agreed that the *financial institution* will make the payment or payments to the City forthwith without reference to the Service Provider and notwithstanding any notice given by the Service Provider not to pay same.

Provided always that the *financial institution* may at any time without being required so to do pay to the City the sum of (\$)

less any amount or amounts it may previously have paid under this undertaking or such lesser sum as may be required and specified by the City and thereupon the liability of the *financial institution* hereunder shall immediately cease.

This undertaking is governed by the laws of New South Wales.

Dated at this day of 20

Handwritten signature and initials in blue ink, located at the bottom right of the page.

Schedule 7 – Expert determination agreement

(Clause 26.10)

THIS AGREEMENT is made on 20.....

BETWEEN Council of the City of Sydney (ABN 22 636 550 790) ("**Principal**")

AND ("**Service Provider**")

AND ("**Expert**")

BACKGROUND

- A. The Principal and the Service Provider have entered into the Contract.
- B. The Principal and the Service Provider have agreed to refer the Dispute for determination by the Expert acting as an expert and not as an arbitrator.

TERMS

1. DEFINITIONS

"**Contract**" means the contract entered into between the Principal and the Service Provider described in Item 1 of Annexure 1.

"**Dispute**" means the dispute or difference described in Item 2 of Annexure 1.

2. DECIDE ON DISPUTES

The Expert must:

- (a) determine the Dispute and not any other matter; and
- (b) in discharging his or her obligations under this agreement, abide and be bound by the provisions of the Contract.

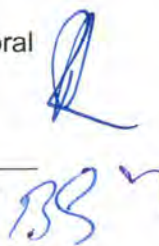
3. PROCEDURES

Subject to clause 4, the Expert must determine the Dispute in accordance with the procedures set out in Item 3 of Annexure 1 unless varied, amended or otherwise changed by agreement between the Principal, Service Provider and Expert.

4. EXPERT'S POWERS

The Expert must in discharging his or her obligations under this agreement:

- (a) act as an expert and not as an arbitrator;
- (b) proceed in such manner as the Expert thinks fit without being bound to observe the rules of evidence but subject to the rules of natural justice;
- (c) take into consideration all documents, information and other written and oral material that the Principal and Service Provider place before the Expert

Handwritten signature and initials in blue ink, located at the bottom right of the page. The signature appears to be 'BS' followed by a stylized mark.

including documents, information and material relating to the facts the subject of the Dispute and to arguments and submissions upon the matters the subject of the Dispute;

- (d) not be expected or required to obtain or refer to any other documents, information or material but may do so if he or she so desires;
- (e) giving reasons, make a decision in writing stating the determination of the Dispute; and
- (f) act with expedition with a view to making a decision within two weeks of the date of this agreement.

5. MEET WITH PARTIES

If as part of the procedures under clause 3, the Expert meets with the Principal and Service Provider, the Principal and Service Provider agree to be bound by such procedural directions as may be given by the Expert both in preparation for, and during the course of, the meeting.

The parties agree that any such meeting or meetings are not in any way to be regarded as a formal hearing.

6. REMUNERATION

In consideration of the Expert performing his obligations under this agreement the parties shall pay to the Expert the amount of set out in Item 4 of Annexure 1 or such other amount as is agreed between the Principal, Service Provider and Expert.

7. CONFIDENTIALITY

The Expert must not at any time, without the consent of both the Principal and Service Provider, disclose or suffer or permit his or her employees, consultants or agents to disclose to any person:

- (a) any details concerning the subject matter of the Dispute;
- (b) any of the contents of the Contract, this agreement or any other collateral or supplemental agreements or any of the commercial bases or any information relating to the negotiations concerning the same; or
- (c) any other information which may have come to the Expert's knowledge in the course of this agreement including information concerning the operations, dealings, transactions, contracts, commercial or financial arrangements or affairs of the Principal or Service Provider.

8. NATURE OF EXPERT'S ROLE

The Expert:

- (a) is to be independent from the Principal and Service Provider; and



- (b) without limitation, warrants that he or she has no conflict of interest in acting under this agreement.

9. **TERMINATION**

This agreement may be terminated by either the Principal or the Service Provider in any of the following events:

- (a) the Expert being declared of unsound mind or mentally ill;
- (b) the Expert being declared bankrupt;
- (c) the Expert committing any proven act of dishonesty or, by wilful act or omission or by gross neglect, behaving in a fashion clearly prejudicial to the interests of the Principal or the Service Provider;
- (d) the Expert failing to observe and fulfil any of the substantive terms of this agreement; or
- (e) the Expert being prevented by illness or incapacity from performing his or her obligations under this agreement.

10. **NOTICES**

All notices to be given to the Expert under this agreement will be deemed to be properly given if:

- (a) hand delivered to the Expert;
- (b) sent by certified or registered mail to the Expert's address set out in Item 5 of Annexure 1 or to such other address as the Expert may from time to time advise by notice in writing; or
- (c) forwarded by facsimile transmission to the Expert's facsimile number as set out in Item 6 of Annexure 1 or to such other facsimile number as the Expert may from time to time advise by notice in writing.

11. **GOVERNING LAW**

Unless specified otherwise in Item 7 of Annexure 1, this agreement is to be construed for all purposes in accordance with the laws applying to the Contract.

12. **INCONSISTENCY BETWEEN AGREEMENT AND CONTRACT**

If there is any inconsistency between the terms of this agreement and the Contract, then unless otherwise specified in Item 8 of Annexure 1 the terms of the Contract will prevail.

Handwritten signature and initials in blue ink, located at the bottom right of the page.

SIGNED by the **PRINCIPAL**
in the presence of:

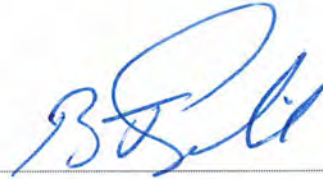
)
)


(Signature of Witness)

(Name Of Witness in Full)

SIGNED by the **SERVICE PROVIDER**
in the presence of:

)
)




(Signature of Witness)

MICHAEL NEWTH.
(Name Of Witness in Full)

SIGNED by the **EXPERT**
in the presence of:

)
)

(Signature of Witness)

(Name Of Witness in Full)

ANNEXURE 1

Item 1: (Contract):

Item 2: (Dispute):

Item 3: (Procedures):

Item 4: (Expert's Hourly Remuneration):

Item 5: (Expert's Address):

Item 6: (Expert's Facsimile):

Item 7: (Governing law):

Item 8: (Inconsistency):

Handwritten signature and initials in blue ink, located in the bottom right corner of the page. The signature appears to be 'R' followed by a flourish, and the initials below it are 'BS' with a checkmark.



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	5
4	Operations	14
5	Delivery and Ownership of Materials	24
6	Altered, New, Ceased and Special Services	25
7	Non-collection and Mobile Bin Presentation Problems	27
8	Customer Service and Complaint Rectification	30
9	Specifications and Overview of Requirements for Mobile Bins	34
10	Mobile Bin Supply	37
11	Mobile Bin Repairs, Replacements and Additional Services	39
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	64
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	83
27	Annexure to General Specification	84

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.

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, asbestos, 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:

Handwritten signature and initials:



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 than 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.

47 138



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, vegetables, meat, seafood (excluding oysters), eggs, bakery items, confectionary, dairy foods, tea bags, coffee grounds, cooking oil as well as raw and cooked 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:

h
7 39

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:</p> <p>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:</p> <p>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.


Handwritten signature and initials in blue ink, including a large stylized 'P' and the number '985'.

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 at any time permitted by the City • 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). This excludes crates. • 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

[Handwritten signature]
7/38

Term	Definition
	approved by the Council for receiving materials under this contract from any particular Service.
'Work Health and Safety Management System'	means a structured systematic means for managing work health and safety risks and maintaining a safe work environment as specified in Clause 14.3 of this General Specification, which as a minimum complies with AS/NZS 4804:2001.
'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


Term	Definition
	boundary. A limited number of properties of multiple collection services, and these are not able to be reflected on these maps.
'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


7738

Term	Definition
	claim the Travel Distance to an agreed alternative Nominated Facility.
'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 6am 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.


4 988

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.

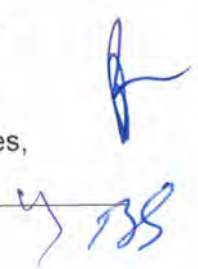
The Contractor will be required to accommodate reasonable requests by the Contract Manager, with a positive and proactive attitude, e.g. altering a Collection due to temporary road works, applying additional resources for a Special Event, going back to collect a Mobile Bin due to unforeseen circumstances,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

Handwritten signature and initials in blue ink, located at the bottom right of the page.

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 best endeavours to 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) For two-way roads, the bins shall be collected by a pass in each direction where bins are located on both sides of the road (unless otherwise by agreement).
- (n) 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).
- (o) 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;

Where at all possible the services are to be completed by a Finish Time of 2.00 p.m each day, and unless agreed otherwise by 6:00pm noting that:

- (a) Multi-unit Premises in the CBD and Pyrmont should be complete where possible by midday each day.
- (b) The time between 2pm and 6pm each day would be suited for collection of missed and obstructed services, Clean Up collection and to complete services not completed earlier due to unexpected circumstances such as an incident or vehicle performance issue.

Where the Contractor is late in the provision of services, it shall consider low cost technology solutions such as SMS messages to advise building managers and property owners of the service delay.

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.

Where doubt arises, the City of Sydney Waste Policy will apply.

4.7 Collection Schedule

4.7.1 List of Addresses

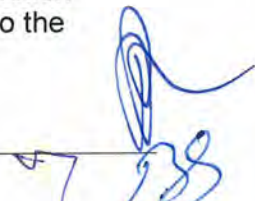
On execution of the contract the Council will provide the Contractor with a complete listing of the addresses of all Service-Entitled Premises under the Contract. This list will include On-Property Collections in accordance with Clause 4.8.2 of this General Specification. The Council will during the 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 from the property owner(s) and an indemnity for the Council and the Contractor, against claims for loss or damage to the property, pavement or other driving surface, where the damage arises as a direct result of the property not being fit for use or access by the Collection vehicles.

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, GAR 2 and GAR 3 keys with a new type on existing key safes and padlocks (or fully replace the key safe or padlock with a new keyed system); 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 has funded key safes installations and any key or button held within the key safe.

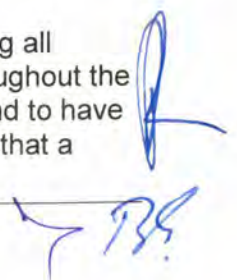
The new key safes and change of GAR keys program will be funded by the City.

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 to the City or the building manager

Where others have damaged the key safe the Contractor shall ensure the building manager pays all costs for the reinstatement of the key safe where possible.

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 lock that freely turns, where the key may only be removed when the lid is closed and locked. The key system shall be arranged so:
 - the key system shall be registered and restricted so that keys may only be cut by a provider nominated by the Contractor.
 - a key provided to the building manager/cleaner shall suit the local key safe but will not open any other buildings key safe.
 - Waste collection personell shall have a master key that may open all key safes;
- 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.

Handwritten signature and initials in blue ink, located in the bottom right corner of the page.

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.

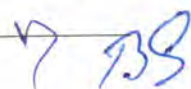
The Council will notify the Contractor, at least ten (10) Working Days prior, of the date, time, location and duration of the event, the number of Mobile Bins required and the frequency of service. Where Council requests that Services be undertaken on days other than Working Days its consent is taken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

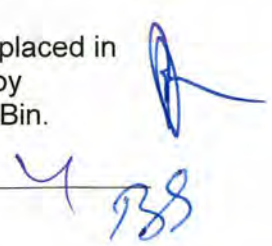
The Contractor shall not knowingly collect:

- (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.

Handwritten signature and initials in blue ink, located at the bottom right of the page. The signature appears to be 'A' and the initials are 'HBS'.

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.

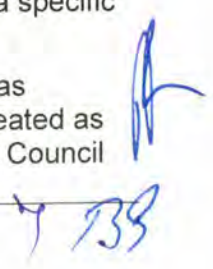
The Council may change the format of complaint notification from time to time during the Contract, with the approval of the Contractor.

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

Handwritten signature and initials in blue ink, located at the bottom right of the page. The signature appears to be 'A' and the initials 'Y 738'.

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.

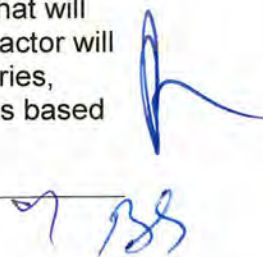
Customer satisfaction surveys shall be statistically valid and will represent a fair and accurate measure of Customer satisfaction across the Service Area.

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

Handwritten signature and initials in blue ink, located at the bottom right of the page.

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	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.
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 small bin for any Single-occupancy premises (up 60L in size), and at least one 120L bin for any Multi-Occupancy dwelling.</p>
Food Organics Caddy & Liner	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.
Textiles Bin	To be distributed to Multi-Occupancy dwellings with at least 50 customers. At least one 240L bin for Multi-Occupancy dwelling.

Handwritten signature and initials

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 100). 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 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 service 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 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 delivery 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.

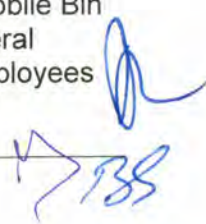
The Contractor shall ensure that any obsolete or misplaced Mobile Bin is recorded as such on the bin inventory, and is therefore no longer part of the collection service.

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.

Handwritten signature and initials in blue ink, located at the bottom right of the page.

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.

The Contractor to provide bin management services on all weekdays to ensure bin issues raised by the community are addressed by the next working day. This may include:

- (a) Inspecting locations where lost, discarded or stolen Mobile Bins, or mobile bin parts are reported;
- (b) Addressing urgent issues for damaged or destroyed Mobile Bins, or Mobile Bin parts. Generally this shall be programmed to be undertaken on the day of the collection for the Mobile Bin;
- (c) Providing new and additional Mobile Bins or Mobile Bin parts.

The Contractor shall continue to maintain as part of this service a live and current Mobile Bin database, and ensure any Mobile Bins inspected have the current stickers on them in good condition, including property identification labels.

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:

- (d) lost or stolen;
- (e) damaged or destroyed; or,
- (f) 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 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.

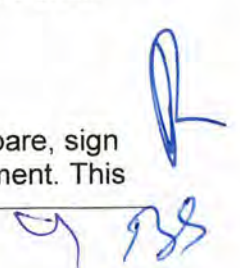
This description and information will form the basis of the inventory required under Clause 13.4 of this General Specification.

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 ten (10) years old, and the average age of the trucks over the life of the services shall be five years;
- (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;
 - vi. No means for crew members to ride on the exterior of the vehicle; and
 - vii. 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) comprise of vehicles suitably sized to ensure the service may be rendered throughout the LGA for situations including narrow lanes, low building entry, steep grades and steep crossfalls;
- (g) be in a clean, reliable and roadworthy condition; and
- (h) 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.

Unless otherwise agreed by Council, within one year 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.

Handwritten signature and initials in blue ink, located at the bottom right of the page. The signature appears to be a stylized 'A' or 'B' followed by a long horizontal stroke. Below it are the initials '7' and '935'.

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.

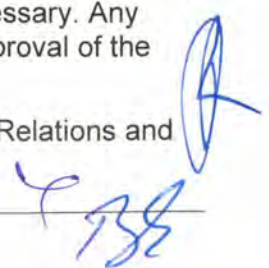
The Contract shall advise Council in a timely manner of all issues involving the Contractor's workplace and workforce on the provision of Services under this Contract, including Industrial Action.

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, in consultation with the Contractor, 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. The Service Availability Charge may not be claimed after the first 24 months of service. • 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.

Handwritten signature and initials in blue ink, located at the bottom right of the page.

Item	Description
	<ul style="list-style-type: none"> At the commencement of trial collection services, the service will include all Single Occupancy Premises who have opted into the trial. All residential Multi-Occupancy properties with more than 50 premises will automatically be included as part of the service. The initial commencement of the services will be phased in over agreed stages. All other Multi-Occupancy properties 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.
Community Participation Arrangements	<ul style="list-style-type: none"> Council will prepare and supply the introduction letter and collateral for distribution to Service-Entitled Premises. At approximately six weeks prior to the planned collection start date: <ul style="list-style-type: none"> The City will mail-out to all Single-Occupancy premises inviting them to Opt-in to the food organics trial. Customers may only opt-in where they register via the website. The City will mail-out to all Multi-Occupancy premises (with less than 50 premises per property) inviting them to Opt-in to the food organics trial. Customers may only opt-in where they register via the website. At least 50% of premises within a property will need to Opt-in to entitle the occupants to participate in the trial. For Multi-Occupancy premises with 50 or greater premises per property, the Contractor shall contact the Building Manager and/or Cleaner for the Multi-Occupancy Dwelling, pass to them an introduction letter, and also posters for mounting in the building advising of the forthcoming textile and food organics service. The Contractor shall coordinate an agreed location for the delivery of Caddy Bins and Liners, as well as a location for the bins for collection. At one week prior to the planned collection start date: <ul style="list-style-type: none"> The Contractor shall deliver to Single-Occupancy premises registered for the food organics trial the kitchen caddy, liner bags, Mobile Bin and place the Council provided information pack in the letter box. For registered and trial-entitled Multi-Unit Premises where there is less than 50 premises per building, the Contractor shall deliver Mobile Bins, caddy bins and liners to an agreed location with the Building Manager/ Cleaner, and place a Council provided information pack in the letter boxes of registered trial-entitled premises. For Multi-Unit Properties where there is 50 premises or more per property, the Contractor shall deliver Mobile Bins, caddy bins and liners to an agreed location with the Building Manager/ Cleaner, and place a Council provided information pack in the letter boxes of all premises.
Bin Ordering	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

Handwritten signature and initials in blue ink, located at the bottom right of the page.

Item	Description
	and food organics services 120/240 Litre Mobile Bins shall be provided for Multi-Occupancy Premises. For the food organics service in Single-Occupancy Premises small Mobile Bins (up to 60L) shall be provided.
Bin Delivery	The Contractor shall where possible deliver the Mobile Bin(s), Kitchen Caddies and Liner bags at one time for any Multi-Occupancy Premises. The delivery shall be accompanied by Council supplied household information packages for each Premises. For Multi-occupany premises, the contractor shall place the information package in the letter box for each unit, and leave the kitchen caddies and liner bags at the location agreed with the Cleaner/Building Manager. The Contractor shall ensure all required bin stickers are fixed to the Mobile Bins at the time of delivery.
Site Signage (Multi-Occupancy premises only)	The Contractor is required to deliver and install signage at each location where a bin is located within a Service-Entitled Multi-Occupancy property. Where a Service-Entitled Premises has multiple bin bays or bin rooms, signage must be installed in each bay or room. Council will supply all site signage and posters for all properties.
Excess Caddy Bin and Liner Bag Collections	The Contractor shall retrieve from each Multi-Occupancy Property, excess caddy bins and liner bags two weeks after the trial collection has commenced. These items shall be reused by the Contractor at subsequent Multi-Occupancy properties that are later introduced to the trial.
Surveys	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 on another occasion during the trial period (as agreed). The survey shall be completed via the website.

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.

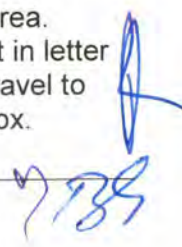
19.2.4 Verification and Approval of Materials

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.

Handwritten signature and initials in blue ink, located at the bottom right of the page. The signature appears to be 'J. H.' and the initials below it are 'V. 938'.

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.

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 Key Performance Indicators (KPI) on a monthly basis and the Key Result Areas 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 commence reporting monthly on its performance against applicable Service Level Measurement only when it is not achieving the KPI associated. This obligation will cease when KPI are being 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). 99.90% of all Mobile Bins collected on nominated Collection Day and time period.
- ii). Closing off customer complaints in regards to Contractor (including its staff) behaviour and non-fulfilment of Services within the agreed timeframe.
- iii). Nil major environmental incidents or spills
- iv). Lost Time Injury Frequency Rate of Zero (Rolling twelve month average) where the injury is attributable to Contractor actions
- v). Nil Third party insurance claims of property & vehicle damage or personal injury as a result of Service Provider being proven at fault
- vi). Reduction in bin replacement costs of 5% per annum for years 2, 3,4 and 5 (first 12 months of services is the baseline)
- vii). Reduction in Co2 emissions over the contract term.
- viii). 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	90%
2	Quality Waste collection service	90%
3	Effective Contract & Commercial Management	90%
	Acceptable Performance Level	90%

Payment of the Management Services Fee (Item 4.16 of the Payment Schedule) is subject to the completion of the Management Services and meeting the minimum threshold prescribed in Table 20.7a.

The City may at its discretion make payment or partial payment of the Management Services fee 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.

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 7 of	1 or 2	Average of quarterly performance for Contract	Provisional Extension of Contract for Option 2

Collection Services		Year 6	
Commencement of Year 8 of Collection Services	2	Average of quarterly performance for Contract Years 6 to 7 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	80% compliance
		Attend meetings with City WHS representatives as required	As requested	90% 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 mitigated immediately with plan to close out within 2 weeks	Monthly	80% compliance
		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	Management	% of environmental inspections conducted of its employees, subcontractors, equipment	Monthly	90% compliance

KPI	Service Level	Service Level Measurement	Frequency	Service Level Minimum Performance Threshold
incidents or spills (includes noise and truck emissions)	of personnel and training	in accordance with the Contractors inspection program.		
		Attend meetings with City Environmental representatives as required	As requested	90% compliance
		Provision of adequate Environmental supervision of personnel	As requested	90% compliance
		Tool Box or Start Up meetings have environmental contact	As requested	75% 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	90% 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 in accordance with Contractor audit program.	Monthly	95% compliance
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

KPI	Service Level	Service Level Measurement	Frequency	Service Level Minimum Performance Threshold
Reduction in Co2 emmissions over contract term	Efficient Use of Truck Fleet	Reduction of Co2 emmissions per 100,000 bin collections (1st year as baseline)	Six Monthly	75% compliance
		Reduction of Fuel (Energy) usage per 100,000 bin collections (1 st year as baseline)	Six Monthly	75% compliance
		Contractor undertakes scheduled maintenance procedures in accordance with all OEM and CleanFleet minimum requirements	Monthly	100% compliance
KRA 2 - Quality Waste Collection Service				
99.90% 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 1,000 services	Monthly	100% compliance
		Missed Recyclables collection ≤ 1 per 1,000 services	Monthly	100% compliance
		Missed Garden Organics Collection ≤ 1 per 1,000 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 delievered 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
Closing off customer complaints in regards to Contractor (including its staff) behaviour and non-fulfilment of Services within the agreed timeframe.	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
		≤ 10 complaints on Food Organics collection Services	Monthly	100% compliance
		≤ 10 complaints on Textile collection Services	Monthly	100% compliance
	Customer Responsive-ness	Mobile Bin repair request are serviced within 2 days	Monthly	90% compliance
		New Bin repair requests are fulfilled within 2 days	Monthly	90% 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	

KPI	Service Level	Service Level Measurement	Frequency	Service Level Minimum Performance Threshold
		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 Specifcation	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 requeste 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	100% compliance
		A Detailed costs report including impact of vairiations, measurement, devaiations and commentary are submitted as part of the annual report	Yearly	100% compliance
	Innovation	Number of Innovation and contnous improvement ideas raised per annum to a value 5% of cost of contract per annum	Annual	80% Compliance
Reduction in bin replacement costs of 5% per annum (first 12 months of services is the baseline)	Cost Management	Reports of Total Mobile Bins repaired, numbers, costs versus New Mobile Bins (as replacement)	Monthly	75% 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"> • urgent (within one (1) hour) notifying the council of serious personal injury, environmental incident or damage to property, or any significant interruption to the Services for whatever cause • immediate (within two (2) hours) notifying the council of any major malfunction of contractor's equipment, industrial situations, non-availability of facilities that has the potential to interrupt Service • routine (within three (3) hours) notifying the council of other 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.

Handwritten signature and initials in blue ink.

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.

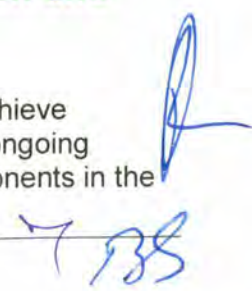
23.7 Data Accessibility and Ownership

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

Handwritten signature and initials in blue ink, located at the bottom right of the page.

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.

Handwritten signature and initials in blue ink, located in the bottom right corner of the page.

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.

25.3 Contractor Submitted Services Improvements & Inclusions

Throughout the Contractors Tender submission a number of beneficial inclusions were presented at no additional cost. These inclusions are included for Service delivery, being:

- a) The Contractor will provide vehicles which “promotes ease of access and egress which assists in the quality of service, encouraging operators to alight to retrieve blocked or hard to access bins.”
- b) The contractor “values the importance of ongoing training, monitoring and professional development of staff to maintain the high professional standards embedded in their culture. For example, drivers receive initial and refresher training in:
 - Acceptable Workplace Behaviour & Equal Opportunity
 - Consumer and Competition Act Awareness
 - Environmental Awareness
 - Safety Essentials
 - Customer Service
 - Contamination reporting
 - Incident and accident reporting
 - Emergency response training including Spill Kit, Fire Fighting & Overhead Power Lines
 - Business rules of the National Heavy Vehicle Accreditation Scheme (NHVAS) and
 - Completing of daily vehicle condition reports (VCR).
- c) The Contractor will assist Council “with real time reporting of damage to Council’s infrastructure and assets via their in-cabin operational management system (OMS). Some examples of the reportable issues include, but are not limited to:
 - Graffiti
 - Damage to bus shelters
 - Potholes
 - Damage to footpaths
 - Overhanging or fallen trees



- Illegal dumping
- Sensor Technology




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 payoff any concealment of the advertising.

26.3 Revenue from Advertising

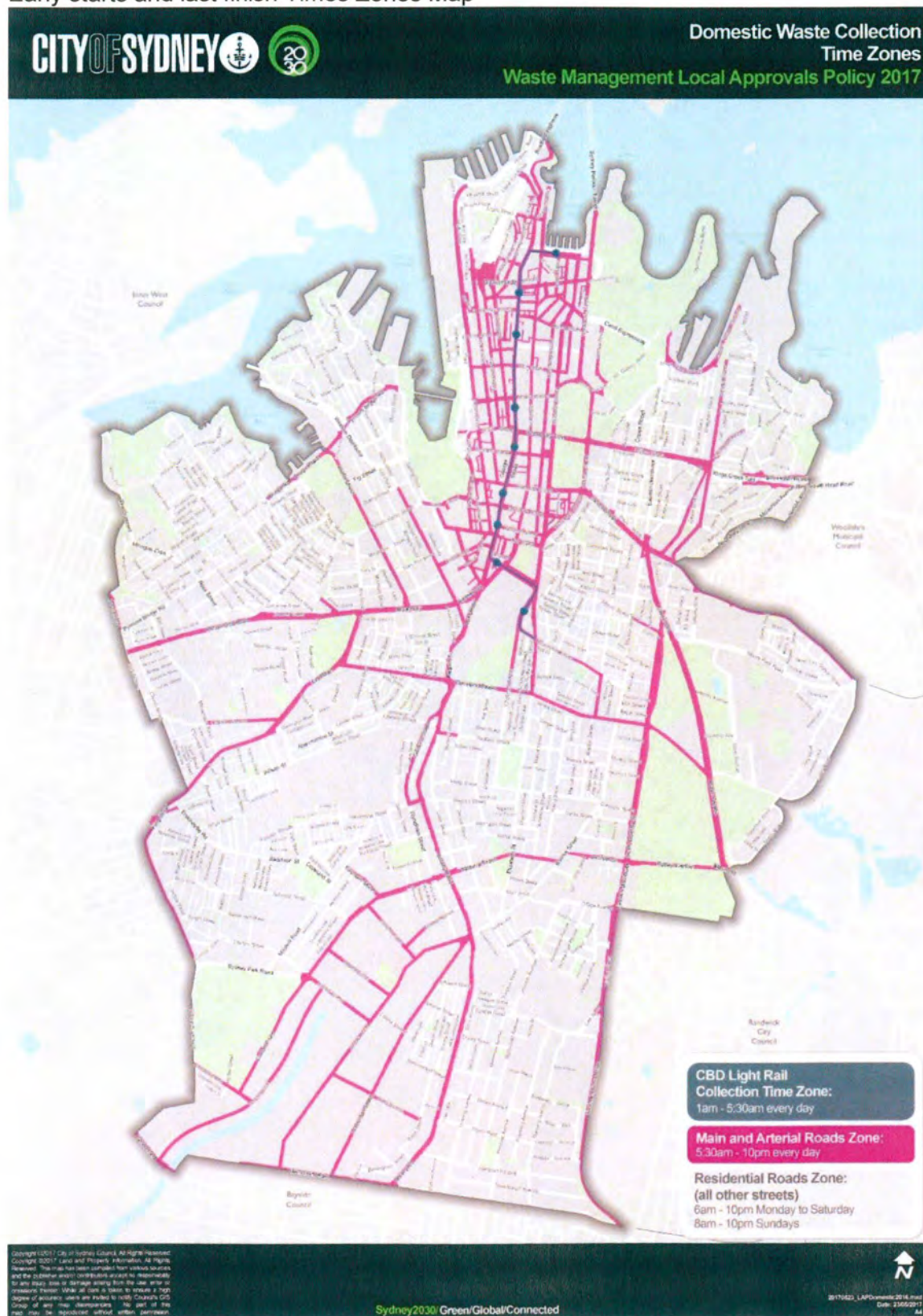
- (a) All revenue from any advertising on Collection Vehicles used during the provision of Council services shall be payable to the Council.
- (b) The Council must pay to the Contractor a reasonable payment:
 - i. to reimburse the Contractor for any costs incurred by it in affixing or removing advertising 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

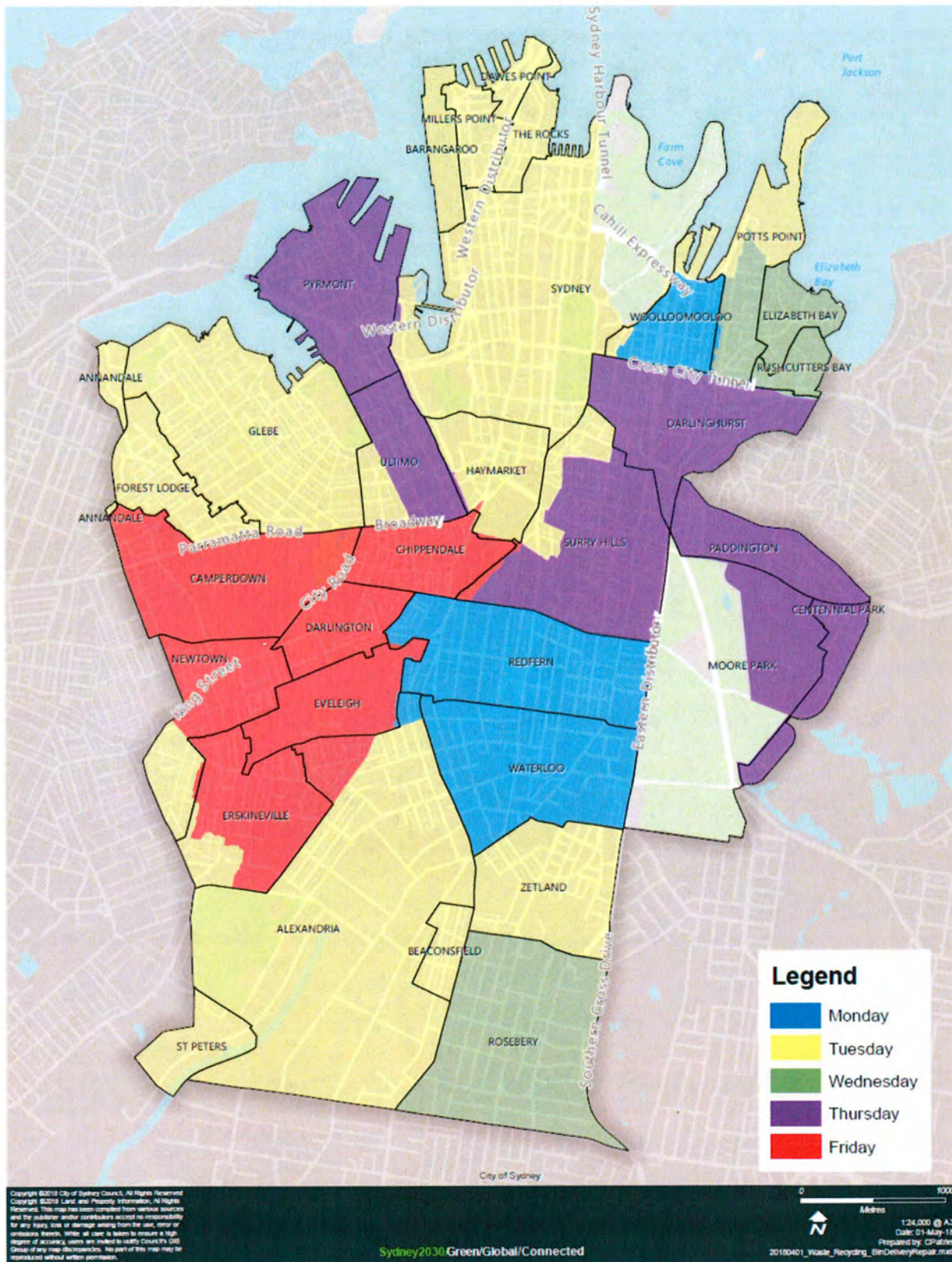
Early starts and last finish Times Zones Map



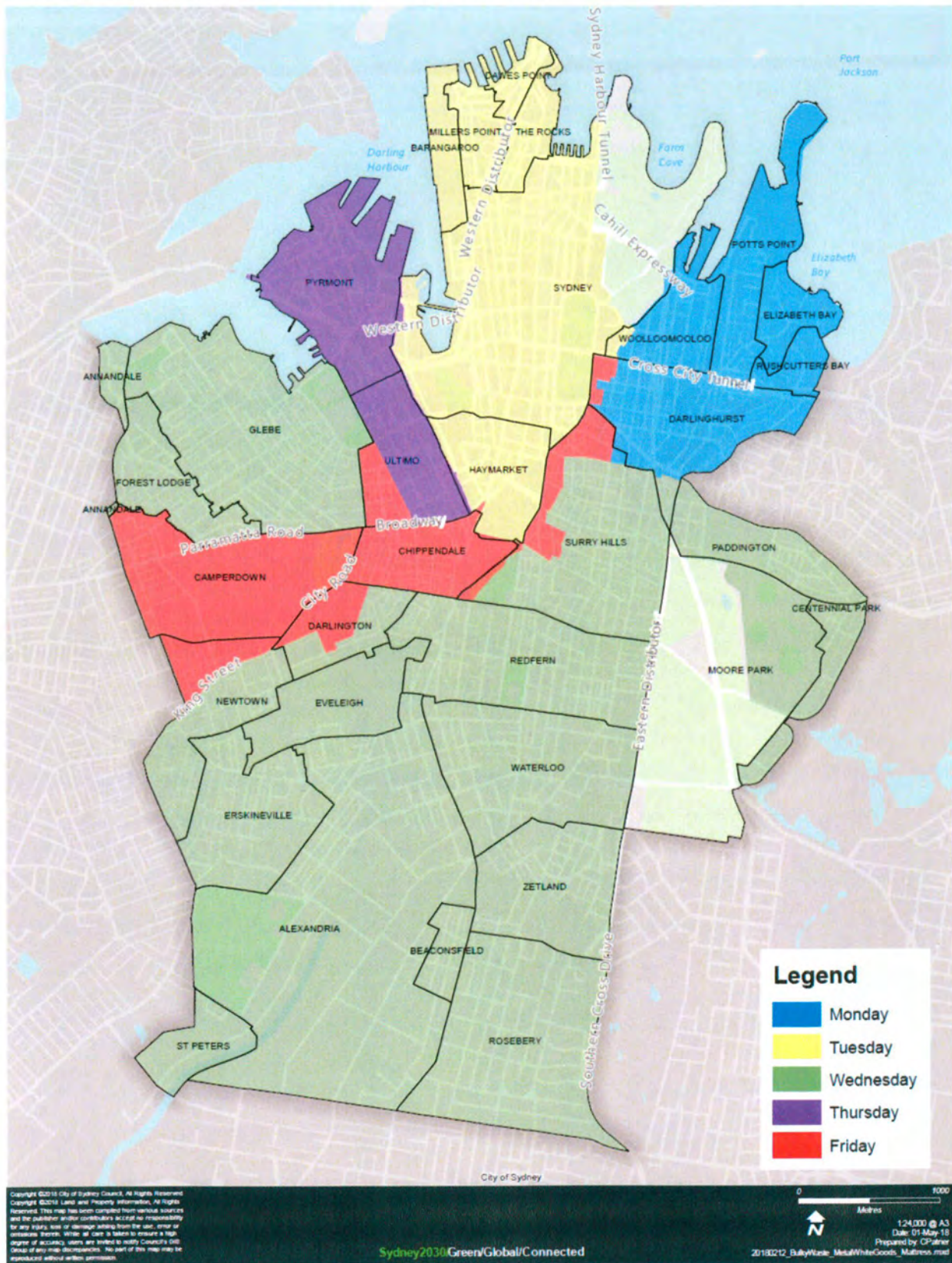
27.2 Service Area Maps

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

Domestic Waste, Recycling, Bin Management

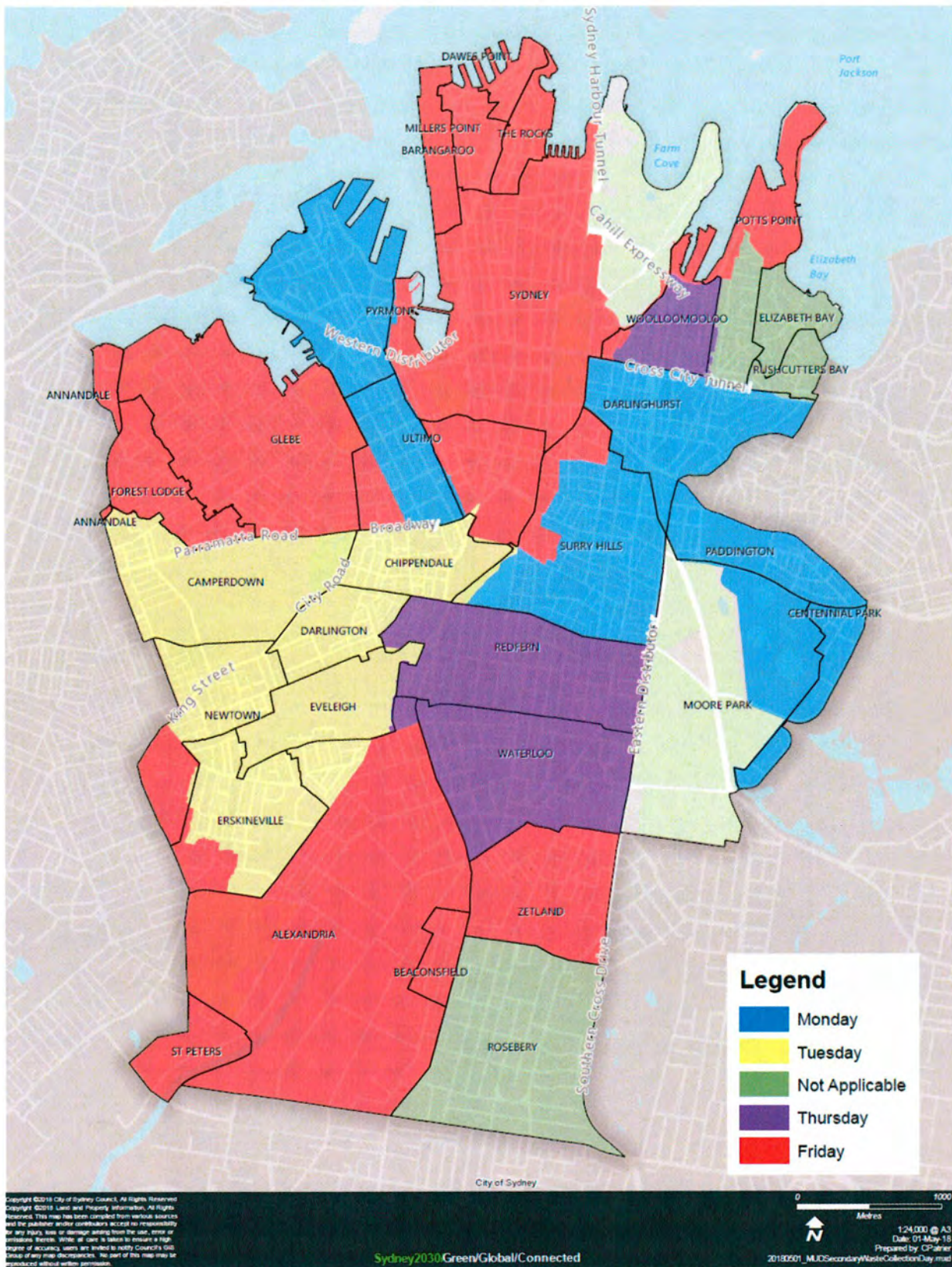


Clean Up Service (excludes Booked Illegal Dumps)



Handwritten signature and initials "938" in blue ink.

Multi-Unit Dwelling Secondary Service Collection Day



Handwritten signature and initials

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

Council has limited 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.

4 138

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
	City of Sydney (for Booked Illegal Dumps out of hours)	67 Bourke Road Alexandria	6am to 6pm public holidays and weekends	3.7km
Clean Up – Mattress Waste (Option)	Soft Landing	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.

Waste Collection Specification

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

Part D2 - Garbage Collection Specification 1822 Domestic Waste Collection Tender

Contents

- 1. Introduction..... 2
- 2. Service Requirements..... 2
- 3. Performance Benchmarks, Penalties & Incentives..... 3
- 4. Additional Mobile Bin Requirements 3
- 5. Disposal and Delivery of Materials 4



1. Introduction

This Part defines explicit requirements for the collection of Garbage from Garbage Service-Entitled Premises in the Service Area and transport to the Nominated Facility. It must be read in conjunction with the General Specification, to form the complete specification in relation to the Garbage 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 Garbage Collection Service from nominated Garbage Service-Entitled Premises and at specified frequencies within the Service Area, in accordance with this Contract.

Garbage Service-Entitled Premises include nominated single Premises and multi-occupancy Premises, and those Premises identified as other Garbage Service-Entitled Premises.

All Mobile Bins with wheels shall be mechanically lifted.

Where the Property Owner or Building Manager 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. For multi-unit dwellings the Contractor shall also advise the Building Manager where practical. The Contractor shall return no later than 24 hours later to service the bin. The Contractor shall ensure any duplicate read of the RFID upon return to empty the bin is not included in any claim to the Council.

2.1 Collection Service and Frequency for Single Premises

The Service involves the collection of Garbage from single Premises in Mobile Bins on typically a weekly basis. The City charges for waste services based on the size of bin and the frequency of servicing each week. Refer to the Service Maps for further details on the frequency of collection. Collections are to be on the same collection day/s each week. Other waste types may or may not be collected on the same day.

In addition the Contractor will make available Mobile Bins, as specified in Clause 2.4 of this Garbage 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-occupancy Premises

The Service involves the collection of Garbage from Multi-Unit Dwellings in Mobile Bins on typically a twice weekly basis. The City charges for waste services based on the size of bin and the frequency of servicing each week. Refer to the Service Maps for further details on the frequency of collection.

The majority of multi-occupancy Premises will be provided with a Garbage collection on a shared arrangement.

Multi-unit dwellings are serviced at a range of frequencies, with some being once weekly, through to some being a seven day a week service.

2.3 Collection Service and Frequency for Other Garbage 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 Variable Rate Charging

Council charges the Domestic Waste Management Charge to each Premises based on the service levels as specified in Clause 2.1 and 2.2 of this Garbage Specification. 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 Approved 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. Performance Benchmarks, Penalties & Incentives

3.1 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 1000 services
Early Starts	Nil services
Other Customer Complaints	≤ 40 complaints

3.2 Performance Incentives and Damages

Failure to achieve the Performance Benchmarks in Clause 3.1 of this Garbage Specification above may result in Council exercising its rights under Clause 22 of the General Specification.

4. Additional Mobile Bin Requirements

The Council intends to retain all existing mobile bins at the Services Commencement Date and then swap out bin where required. For any new or replacement mobile bins, 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 Garbage Specification must:

- (a) have a red lid
- (b) have a dark green or black body (as per AS4123.7).

5. Disposal and Delivery of Materials

5.1 Disposal and Treatment Costs

The Council shall retain ownership of materials collected under this Garbage Specification and pay all processing charges.

The Contractor must provide the Council an electronic table summarising all loads discharged with evidence, in the form of weighbridge dockets or equivalent, to the satisfaction of the Council, of the separate amounts of all waste and other materials collected in the course of providing the Services, with the monthly progress payment claim.

5.2 Nominated Facility

The material collected by the Contractor in the course of performing the Garbage Collection Service must be delivered to the Nominated Facility, being as per the General Specification.

Specific requirements of the facility, such as opening hours and any relevant contractual obligations are detailed in the Annexure to the Garbage Specification.

The Council may nominate an Alternative Facility during the Term of the Contract as specified in Clause 5.3 of this Garbage Specification.

5.3 Alternative Facilities

Over the term of the Contract the Council may nominate an Alternative Facility for use by the Contractor in undertaking the services to be provided.

5.4 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 then be treated as an Alternative Facility.

5.5 Payment for Transport to Alternative Facility

5.5.1 General

The Council desires that the Contractor delivers materials 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 initial Nominated Facility to an Alternative Facility or Facilities at some time(s) during the Term of the Contract.

5.5.2 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 the purpose of this clause, 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 5.5.3 of this Garbage Specification.

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

5.5.3 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.

5.6 Unloading of Materials

Collected materials must be unloaded from the collection vehicles by the Contractor at the Nominated Facility or Alternative Facility. The Contractor, its employees and/or subcontractors must comply with all instructions issued by the Council, or the person in charge of the Nominated Facility or Alternative Facility.

5.7 Operating Hours of Facilities

The Contractor must comply with the operating hours of the Nominated Facility or Alternative Facility.

5.8 Only Materials from the Service Area

The Contractor must ensure, and enable the Council to verify, that only materials collected in the course of providing Services under the Contract are taken to the Nominated Facility or Alternative Facility in the Collection Vehicles.

Waste Collection Specification

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

Part 3 - Recyclables Collection Specification 1822 Domestic Waste Collection Tender

Contents

1	Introduction.....	2
2	Service Requirements.....	2
3	Recyclables to be Collected.....	3
4	Performance Benchmarks, Incentives and Damages.....	3
5	Additional Mobile Bin Requirements	3
6	Additional Requirements for Vehicles	4
7	Council Recyclables Ownership and Delivery	4
8	Compaction and Quality Management.....	6
9	Contamination Management.....	7

1 Introduction

This part defines explicit requirements for the collection of Recyclables from Recyclables 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 Recyclables 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 Recyclables Collection Service for nominated Recyclables Service-Entitled Premises and at specified frequencies within the Service Area, in accordance with this Contract.

Recyclables Service-Entitled Premises include nominated single Premises and Multi-occupancy Premises, in addition to other Recyclables 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 recyclables in a Mobile Bin. Where the Mobile Bin is full, the customer is permitted to place additional Cardboard neatly alongside the bin and the Contractor is required to remove this also.

2.1 Collection Service and Frequency for Single Premises

The Service involves the collection of Recyclables from single Premises in Mobile Bins on typically a weekly 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-occupancy Premises

The Services involves the collection of Recyclables from multi-occupancy Premises in Mobile Bins on typically typically once to three times a week. .

The majority of multi-occupancy Premises will be provided 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 Recyclables to be Collected

Recyclables to be collected under this contract will include the Recyclables defined in the General Specification.

4 Performance Benchmarks, Incentives and Damages

4.1 Performance Benchmarks

The 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:

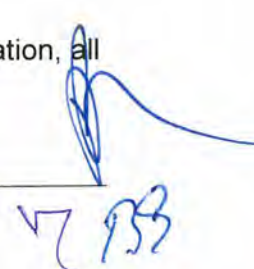
Complaint type	Standard – per month
Missed Services	≤ 1 per 1000 services
Early Starts	Nil services
Other Customer Complaints	≤ 40 services

4.2 Performance Incentives and Damages

Failure to achieve the Performance Benchmarks in Clause 4.1 of this Recyclables Specification 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 Recyclables Specification must:

Handwritten signature and initials in blue ink, located at the bottom right of the page.

- (a) have a yellow 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 used under this Recyclables Specification 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.

All Collection Vehicles used for Services must be operated, maintained and serviced to the manufacturers' manuals, guidelines and specifications. For this Recyclables Specification, this includes without limitation, any features designed to optimise quality of Recyclables including compaction mechanisms, hydraulic controls or devices which may affect the compaction densities, lifting devices and lifting speeds.

The Council may engage the services of the manufacturer of the collection equipment to inspect the operation of the equipment on all Collection Vehicles used under this Recyclables Specification. This will include compaction mechanisms, hydraulic controls or devices which may affect the compaction densities, lifting devices and lifting speeds. This inspection may be on an annual basis for the duration of the contract, or at any other time with reasonable Notice supplied to the Contractor.

7 Council Recyclables Ownership and Delivery

7.1 Council Ownership of Recyclables

Council retains ownership of all Recyclables collected as part of the Recyclables Collection Service. The Council will pay all reprocessing costs involved in processing the Recyclables. Sorting and separation into components for reprocessing or sale is not part of this Contract.

7.2 Amendment of Recyclables

The Recyclables to be collected as outlined in Clause 3 of this Recyclables Specification, may be varied from time to time by the Council.

7.3 Nominated Facility

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

7.4 Alternative Facilities

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

7.5 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.

7.6 Payment for Transport to Alternative Facility

7.6.1 General

The Council desires that the Contractor delivers materials 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, to an Alternative Facility at some time during the Term of the Contract.

7.6.2 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 7.6.3 of this Recyclables Specification.

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

7.6.3 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.

7.7 Recyclables – Nominated Facility

The material collected by the Contractor in the course of performing the Recyclables collection service must be delivered to the Nominated Facility, being as nominated in the General Specification.

The Contractor must comply with the operating hours of the Nominated Facility. Materials 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 Council, or the person in charge of the Facility.

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

Specific requirements of the facility, including parameters specified for Recyclables delivered to the facility and any relevant contractual obligations are detailed in the Annexure to the Recyclables 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 Recyclables 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 Recyclables collected, as well as the associated weighbridge docket number.

The Council may nominate an Alternative Facility during the Term of the Contract under Clause 7.4 of this Recyclables Specification.

7.8 Rejection of Recyclables

If a load of Recyclables delivered by the Contractor contains greater than 25% 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 25% 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 25% 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 25% 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 25% by weight Contamination. The auditor's decision shall be final. The independent auditor must be Approved by Council.

Where the audit shows that the load contained more than 25% 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 25.1% Contamination the Nominated Facility must process the load and the City will reimburse the Nominated Facility the cost for this audit.

7.9 Only Recyclables from the Service Area

The Contractor must ensure, and enable the Council to verify, that only Recyclables collected in the course of providing Services under the Contract are taken to the Nominated Facility or Alternative Facility in the Collection Vehicles.

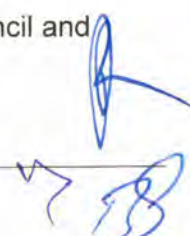
8 Compaction and Quality Management

The Contractor shall manage the Service to ensure that the quality of the collected Recyclables is not degraded during:

- (a) collection
- (b) transport including compaction; and
- (c) unloading.

The Contractor is expected to work with the Council throughout the term of the contract to ensure that optimum value is obtained for the Recyclables collected.

Compaction rates should not exceed 220 kilograms per cubic metre. The basis and methodology for monitoring the compaction rates shall be agreed between the Council and Contractor prior to the Services Commencement Date.



9 Contamination Management

9.1 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.

9.2 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.

9.3 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.

9.4 Minimum Contamination Requirements and Procedures

9.4.1 Gross Contamination – Visible at Presentation Location

The Contractors personell shall open and visually inspect the Recyclables Mobile Bin contents prior to commencing the emptying of the content into the truck. This inspection only relates to what is visible upon opening the lid. The Contractor must not empty any Recyclables 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 Recyclables 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 Recylables Collection service, and is not entitled to also claim for the Garbage service collection. Once the Recylables 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.

9.4.2 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.

9.4.3 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.

9.4.4 Multiple Occurrences – Second Occurrence

On the second occurrence, over a time period agreed upon by the Contractor and Council, of any incident at a Premises as specified under Clauses 9.4.1, 0 and 9.4.3 of this Recyclables Specification, the Contractor must follow the procedure as outlined in the relevant Clause (i.e. 9.4.1, 9.4.2 or 9.4.3)..

9.4.5 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 9.4.1, 0 and 9.4.3 of this Recyclables Specification, the Contractor must follow the procedure as outlined in the relevant Clause (i.e. 9.4.1, 9.4.2 or 9.4.3).

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.

9.4.6 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 9.4.1, 0 and 9.4.3 of this Recyclables Specification, the Contractor must follow the same procedure as outlined in the relevant Clause (i.e. 9.4.1, 9.4.2 or 9.4.3).

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.

9.4.7 Multiple Occurrences – Cessation of Service

The Council may request that the Contractor cease the Recyclables Collection 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 9.4.6 of this Recyclables Specification applies. Council will notify the Customer in writing after removal of the service. The Contractor will update all records including the bin inventory, and ensure no claim is made for the service when the cessation of service occurs.

9.4.8 Contamination at the Nominated Facility

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

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

Waste Collection Specification

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

Part 4 – Garden Organics Collection Specification

1822 Domestic Waste Collection Tender

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 1,000 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.



Waste Collection Specification

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

Part 5 – Clean Up Collection Specification

1822 Domestic Waste Collection Tender

Contents

1	Introduction.....	2
2	Service Requirements.....	2
3	Clean Up to be Collected	4
4	Performance Benchmarks, Incentives & Damages	5
5	Not Used.....	5
6	Additional Requirements for Vehicles	5
7	Clean Up Ownership and Delivery	5
8	Contamination Management.....	8

4
158

1 Introduction

This part defines explicit requirements for the collection of Clean Up from Clean Up 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 Clean Up 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 Clean Up Collection Service from nominated Clean Up Service-Entitled Premises and at specified frequencies within the Service Area, in accordance with this Contract. Clean Up Service-Entitled Premises include nominated single Premises and multi-occupancy Premises, in addition to other Clean Up Service-Entitled Premises.

Following consultation with the Contractor, Council will provide six (6) months notice of a Mattress Collection Commencement Date. Where Council elects to cease the Mattress Collection Service, Council will provide six (6) months notice of the proposed Service End Date.

Customers are required to book for a Clean Up Service for a Clean Up Service-Entitled Premise. Only one booking each week can be made and collected for a single-occupancy premise for each Clean Up waste type. Only one booking per week may be made and collected for each type of Clean Up waste on behalf of multi-occupancy premises that have a common presentation location. The Clean Up Service has an allocated weekday for a particular location and the service operates all weekdays.

Bookings for Clean Up Service Entitled Premises can be made up to the day prior to the allocated collection day. There is no limit on the number of bookings per day and the Contractor is required to collect all bookings made.

Customers are required to present Clean Up waste in neat separate piles, being the following types:

- a) Bulky Dry (Non Putrescible) Waste
- b) E-Waste,
- c) Whitegoods
- d) Metals,
- e) Mattresses (Optional Service - otherwise collected by another party)

Where the Customer has not separated the various types of Clean Up waste this must still be collected by the Contractor. The Contractor will inspect all Clean Up items presented, and endeavour to pick out the certain waste types that are intended for collection by that crew. The Contractor shall check the types of waste presented and compare this to the items advised at the time of booking. Where other types of waste are evident that are not in the booking and that crew does not collect, then the Contractor shall:

- For Multi-Unit Dwellings with on-property collection – Book the waste item for collection on the subsequent week, immediately advise the Cleaner/Building Manager in writing of this occurrence and place a sticker on the waste advising of this arrangement.
- For all other locations – Place a sticker on the unbooked waste item and treat this as illegally dumped Waste. Make a booking on-line at that time for collection. This shall include any sightings of mattresses. Where the Contractor does not perform mattress



collection, or where illegally dumped Waste is identified that is not Clean Up waste, the Contractor shall make of booking for collection by others and place a large Council-approved sticker on the Dumped Waste. Council is responsible for the collection of Dumped Waste that is not Clean Up Waste.

Where the Contractor collects more than one type of Clean Up waste at the same time, each type of Clean Up waste shall be held separately on the vehicle.

Illegally dumped waste may be booked for collection by any member of the community. The Contractor is required to verify the booking is not a duplicate or booking relating to a Clean Up Service-Entitled Premise. For any item verified as illegally dumped, it will become a Booked Illegal Dump. Booked Illegal Dump Waste identified in the local government area is to be collected by 6pm the following day after a booking is received. A Booked Illegal Dump includes any of the same type of waste items (eg non-putrescible waste) within a 25m radius of the location of the waste.

The Clean Up Service for Booked Illegal Dumps operates seven days a week. The Contractor is required to clear Booked Illegal Dump Waste on the road reserve, any public access road or carpark on community or operational land and within the first ten metres of Community Land and Crown Land (such as a Park) that has a street frontage. The surface area where the illegal dump was located shall be left free of any litter or spills.

Booked Illegal Dumps shall be collected by up to four different crews depending upon the types of waste that has been booked. These are:

- a) Bulky Dry (Non Putrescible) Waste
- b) E-Waste, Whitegoods, and Metals Waste (kept separate on the collection vehicle)
- c) Mattresses (Optional Service - otherwise collected by another party); and
- d) Putrescible Waste.

Where a crew collects one type of Clean Up Waste and leaves other forms of waste for another crew, the Contractor shall ensure a sticker is left on this waste. The Contractor shall maintain a photo record of each Illegal Dump before it is collected. 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 bookings 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 first collection crew at the Schedule of Rates item for non-putrescible Clean up waste of <2m³.

The Contractor shall perform illegal dump hotspot monitoring services at locations agreed and where nominated by Council. This service may be requested to on any set rate of frequency such as daily, weekly, three days a week or monthly frequency. The hotspot monitoring shall be conducted early on the set day, and any illegal dump identified shall be booked and stickered accordingly. Any bookings made through the hotspot program will be programmed for clearing on that day by 6pm. The Contractor shall provide regular hotspot reporting to Council and will review the hotspot locations to determine as to whether they should continue to remain on the list. Hotspot locations shall only be removed from the list at the direction of Council.

The Contractor may claim schedule of rates items only for actual collections of booked services.

Council may request for the Contractor to attend to a Booked Illegal Dump as an urgent priority. In such instances an alternative schedule of rates item shall apply, and the illegal dump waste will need to be cleared within four Working Hours.

When performing the Services, if illegally dumped waste is observed that is not already booked for collection, the Contractor is to book it in, collect the waste type that is serviced by that crew, and place a sticker on any waste left behind. This includes illegal dump waste that others must collect (such as gas bottles).

2.1 Collection Service and Frequency for Single Premises Clean Up

The Service involves the collection from single Premises on a booked basis. The service is operated on weekdays. A particular Clean-Up Service Entitled Premise has an allocated weekday.

All collections will be from an agreed collection location nearby the property, with the exception of properties that have 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 Clean Up

The Service involves the collection for Multi-occupancy premises on a booked basis. The service is operated on weekdays. A particular Clean-Up Service Entitled Premise has an allocated weekday for collection.

The majority of multi-unit Premises will be provided with a collection service on a shared arrangement. Building Managers will where possible coordinate and book Clean Up collections.

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 Collection Service and Frequency for Booked Illegal Dumps

The Service involves the collection from the road reserve, any public access road or carpark on community or operational land and within ten metres of Community or Crown Land fronting the Road Reserve on a booked basis. The service is operated daily including weekends.

Collections are to be completed either:

- by 6pm on the day after the booking,
- by 6pm on the weekday of a booking at a hotspot location, or midday on a weekend day of booking a hotspot location,
- within 4 Working Hours of a booking for urgent collections (separate rate applies).

Putrescible waste shall be collected by the Garbage Collection truck and no trip charge for the Booked Illegal Dump will be claimed in this circumstance.

3 Clean Up to be Collected

Clean Up to be collected under this Contract will be the Clean Up 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 400 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 Not Used

6 Additional Requirements for Vehicles

Where the contractor picks up multiple types of Clean Up waste with the same vehicle, the vehicle shall be arranged to ensure these types are kept separate up until they are each removed from the vehicle at the relevant waste facility.

E-waste, metals and whitegoods are not to be compacted and are required to be collected by the same collection vehicle.

Separate collection vehicles shall operate for putrescible waste clean up, non-putrescible waste clean up, mattresses (option) and a single vehicle for e-waste, metals and whitegoods.

7 Clean Up Ownership and Delivery

7.1 Council Ownership of Clean Up

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

7.2 Nominated Facility

The Contractor must deliver the collected Clean Up to the Nominated Facility specified under Clause 0 of this Clean Up 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 Clean Up 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 Clean Up 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 Clean Up – Nominated Facility

The Clean Up collected by the Contractor in the course of performing the Clean Up Collection Service must be delivered to the Nominated Facility being as nominated in the General Specification.

The Contractor must comply with the operating hours of the Nominated Facility. Clean Up 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 Clean Up collected comply with the requirements for receipt of materials at the Nominated Facility.

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

For Mattress Collection (optional service), the Nominated Facility does not operate on all days that the Clean Up service operates, and in this circumstance, any mattress collected shall be delivered to the nominated Council depot instead.

7.7 Rejection of Clean Up waste

Where any collected items are rejected by the Nominated Facility, the Contractor shall keep the items on the vehicle. The Contractor shall transport these items to Councils Nominated Facility for the type of waste and the Contractor shall be responsible for any associated transport costs.

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 Clean Up collected in the course of providing the services to Clean Up Service-Entitled Premises and for Booked Illegal Dumps 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 Clean Up 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 Clean Up Collection Specification. This may include for example gas cylinders mixed within other accepted waste types.

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 contaminated waste. Customers must be notified immediately upon the incident occurring. For Illegal Dumps and kerbside Clean Up services booked by a service-entitled property the Contractor shall immediately make a booking for the City to collect any contamination. For On-Property Clean Up services booked by service-entitled property, it will be the building manager/cleaners responsibility to remove the contaminated item.

8.4.2 Contamination – Visible at the Presentation Location

If the Contractor finds Contamination, not considered to be Gross Contamination, on visual inspection of the presented items, the Contractor may collect the item if deemed acceptable. The Contractor must notify the customer by way of written communication including a photo of the issue to a cleaner/building manager where relevant. The Contractor shall also immediately provide a record of the incident to the Councils online records system for bookings made by service entitled premises.

8.4.3 Contamination – Visible via Camera in Hopper/Vehicle

If the Contractor becomes aware of Contamination or Gross Contamination following 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, or by placing a postcard in the letterbox of the service-entitled premise if it is within 15 metres of the presentation location. 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 Clean Up 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 Clean Up 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 Clean Up 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 Clean Up 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 Clean Up 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 Clean Up 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.



Waste Collection Specification

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

Part 6 – Food Organics Collection Specification 1822 Domestic Waste Collection Tender

Contents

1	Introduction.....	2
2	Service Requirements.....	2
3	Food Organics to be Collected.....	3
4	Performance Benchmarks and Incentives and Damages.....	4
5	Additional Mobile Bin Requirements	4
6	Additional Requirements for Vehicles	4
7	Food Organics Ownership and Delivery.....	4
8	Contamination Management.....	6



1 Introduction

This part defines explicit requirements for the collection of Food Organics from Food 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 Food 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

Following consultation with the Contractor, Council will provide six (6) months notice of a Food Organics Service Commencement Date. Where Council elects to cease the Food Organics Service, Council will provide six (6) months notice of the proposed Service End Date.

The Contractor shall provide a Food Organics Collection Service from nominated Food Organics Service-Entitled Premises and at specified frequencies within the Service Area, in accordance with this Contract. Food Organics Service-Entitled Premises.

Where Food Organics Mobile Bin is over-compacted, 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. The Contractor shall also call the Building Manager and advise them of the issue where possible.

Customers are required to present Food Organics in a Mobile Bin.

The Council's Food 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 that will both be in place at the same time:

- When Council permits participants to present Food 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 Food 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 Food Organics waste at the property.

The Contractor shall record every Food Organics load serviced and immediately provide this data to Councils online records system. For multi-occupancy premises, the Contractor shall record how full the bin is at the time of collection (empty, one quarter, half, three quarters or full). The Contractor and the Council will continue to monitor the regularity of customers presenting their Food 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 on a weekly basis. The service is proposed as an opt-in service for the community.

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 properties that have 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-Occupancy Premises

The Service involves the collection of Food Organics from Multi-occupancy dwellings on a weekly basis.

The multi-occupancy Premises will be provided 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.

2.5 Bin Cleaning

Upon emptying any bin greater than 60L in capacity the Contractor will rinse the bin and then apply disinfectant. The contractor is responsible for collecting and treating all rinsing's. For an additional rate and subject to agreement, the Contractor shall rinse and disinfect bins up to and including a capacity of 60L.

3 Food Organics to be Collected

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



4 Performance Benchmarks and Incentives and Damages

4.1 Performance Benchmarks

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

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

Complaint type	Standard – per month
Missed Services	≤ 1 per 400 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 Food Organics Specification must:

- (a) have a burgundy lid with a 50mm white reflective tape; 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 Food Organics Ownership and Delivery

7.1 Council Ownership of Food Organics

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

7.2 Nominated Facility

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


BS 7

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 Food 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 Food 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 Food Organics – Nominated Facility

The Food Organics collected by the Contractor in the course of performing the Food 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. Food 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 Food Organics collected comply with the requirements for receipt of materials at the Nominated Facility.

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

7.7 Rejection of Food Organics

If a load of Food Organics delivered by the Contractor contains greater than 10% 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 10% 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. The Contractor shall not claim for the Transport and Discharge costs from Council for the rejected load.

If the Nominated Facility and the Contractor agree that the load contains greater than 10% 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.

If the Nominated Facility and Contractor disagree that the load contains greater than 10% 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 10% 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 10% by weight of Contamination, the Nominated Facility shall make arrangements for the load to be disposed. The Council shall be responsible for paying the handling and disposal fees for this load.

Where the audit shows that the load contained less than 10.1% Contamination the Nominated Facility must process the load and the Nominated Facility will reimburse the Nominated Facility the cost for this audit.

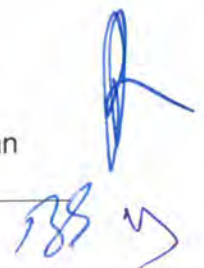
7.8 Only Materials from the Service Area

The Contractor must ensure, and enable the Council to verify, that only Food Organics collected in the course of providing the services to Food 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.

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 Food 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 Food Organics Collection service, and is not entitled to also claim for the Garbage service collection. Once the Food 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 – Cessation of Service

The Council may request that the Contractor cease the Food Organics Service, as specified in Clause 6.3 of the General Specification, for a period of time determined by the Council at that Premise. Council will notify the Customer in writing after removal of the service. The Contractor shall remove the Food Organics Mobile Bin from the premises upon cessation of service, and provide notification to all premises in the building via a Council approved letter box drop.

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 Strategy and Procedures

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.

Handwritten signature and initials in blue ink, located in the bottom right corner of the page. The signature appears to be 'BS' followed by a stylized mark.

Waste Collection Specification

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

Part 7 – Textiles Collection Specification

1822 Domestic Waste Collection Tender

Contents

1	Introduction.....	2
2	Service Requirements.....	2
3	Textiles to be Collected.....	3
4	Performance Benchmarks, Incentives & Damages	3
5	Additional Mobile Bin Requirements	3
6	Additional Requirements for Vehicles	3
7	Textiles Ownership and Delivery.....	4
8	Contamination Management.....	6



1 Introduction

This part defines explicit requirements for the collection of Textiles from Textiles 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 Textiles 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

Following consultation with the Contractor, Council will provide six (6) months notice of Textiles Service Commencement Date. Where Council elects to cease the Textiles Collection Service, Council will provide six (6) months notice of the proposed Service End Date.

The Contractor shall provide a Textiles Collection Service from nominated Textiles Service-Entitled Premises and at specified frequencies within the Service Area, in accordance with this Contract. Textiles Service-Entitled Premises include nominated Multi-occupancy Premises.

Where the Textile Mobile Bin is over-compacted, and this cannot be dislodged easily, the Contractor shall provide a Council approved sticker advising the Building Manager to address this issue. The Contractor shall return no later than 24 hours later to service the bin. The Contractor shall also call the Building Manager and advise them of the issue where possible.

Customers are required to present Textiles in a Mobile Bin. Where the mobile bin is full, the customer is permitted to place additional Textiles neatly alongside the bin and the Contractor is required to remove this also.

The Contractor shall record every Textiles load serviced and immediately provide this data to Councils online records system. The Contractor shall also record how full the bin is at the time of collection (empty, one quarter, half, three quarters or full). The Contractor and the Council will continue to monitor the regularity of customers presenting their Textiles Mobile Bin, and where instructed by Council the number of bins and frequency of service may be changed accordingly.

2.1 Collection Service for Multi-Occupancy Premises

The Service involves the collection of Textiles from Multi-occupancy dwellings. The frequency of collection is fortnightly. Council may instruct the Contractor to change the service frequency to weekly, every three (3) weeks, or every four (4) weeks depending upon the success of the service.

The multi-occupancy Premises will be provided with a Collection Service on a shared arrangement.

2.2 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.



2.3 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 a decision has been made 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 Textiles to be Collected

Textiles to be collected under this Contract will be the Textiles 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 400 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.

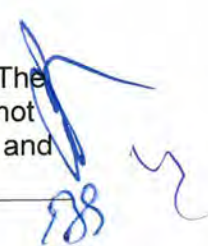
5 Additional Mobile Bin Requirements

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 Textiles Specification must:

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

6 Additional Requirements for Vehicles

Vehicles shall be water tight so as to not allow textile waste to become wet in rain events. The vehicle body shall be free of other contaminants that may mix with the textiles, and should not be used also for servicing putrescible, recycling, non-putrescible Clean Up, garden organic and



food organics collections. Any Mobile Bin tipped into the vehicle shall be done with the use of a mechanical lifting device provided by the Contractor. The vehicle must be arranged so as to permit the Contractor to view any textiles tipped onto the truck, and permit the crew to remove contaminated material where applicable (refer to Clause 8.4.3).

7 Textiles Ownership and Delivery

7.1 Council Ownership of Textiles

Council retains ownership of all Textiles collected as part of the Textiles Service. The Council will pay all processing costs involved in provision of Textiles.

7.2 Nominated Facility

The Contractor must deliver the collected Textiles to the Nominated Facility specified under Clause 0 of this Textiles 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 Textiles 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 Textiles 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 Textiles – Nominated Facility

The Textiles collected by the Contractor in the course of performing the Textiles 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. Textiles 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 Textiles collected comply with the requirements for receipt of materials at the Nominated Facility.

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

7.7 Rejection of Textiles

If a load of Textiles delivered by the Contractor contains greater than 10% 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 10% 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. All costs to transport the load shall be paid by the Contractor and cannot be charged to the Council. The Council shall be responsible for paying the disposal fees for this load at the approved disposal facility. 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. The Contractor shall not claim for the Transport and Discharge costs from Council for the rejected load.

If the Nominated and the Contractor agree that the load contains greater than 10% by weight Contamination after unloading the material, the Contractor shall load the contaminated material back onto the vehicle. All costs to transport the load shall be paid by the Contractor and cannot be charged to the Council. The Council shall be responsible for paying the disposal fees for this load at the approved disposal facility. 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 Contractor disagree that the load contains greater than 10% 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 10% 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 10% by weight of Contamination, the Contractor shall arrange to collect and dispose the rejected load. All costs for the transport of the load shall be paid by the Contractor and cannot be charged to the Council. The Council shall be responsible for paying the disposal fees for this load at the approved disposal facility.

Where the audit shows that the load contained less than 10.1% Contamination the Nominated Facility must process the load.

7.8 Only Materials from the Service Area

The Contractor must ensure, and enable the Council to verify, that only Textiles collected in the course of providing the services to Textiles 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.

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 Textiles Specification. This may include for example bags of garbage visible at the top of the Mobile Bin.

The Contractor must notify the Customer of the problem either by way of written communication including a photo of the issue to a cleaner/building manager where relevant, or where not possible then by a 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 Textiles Collection service, and is not entitled to also claim for the Garbage service collection. Once the Textiles 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 – Cessation of Service

The Council may request that the Contractor cease the Textiles Service, as specified in Clause 6.3 of the General Specification, for a period of time determined by the Council at that Premise. Council will notify the Building Manager in writing after removal of the service. The Contractor shall remove the Textiles Mobile Bin from the premises upon cessation of service, and provide notification to all premises in the building via a Council approved letter box drop.

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 Strategy and Procedures

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.

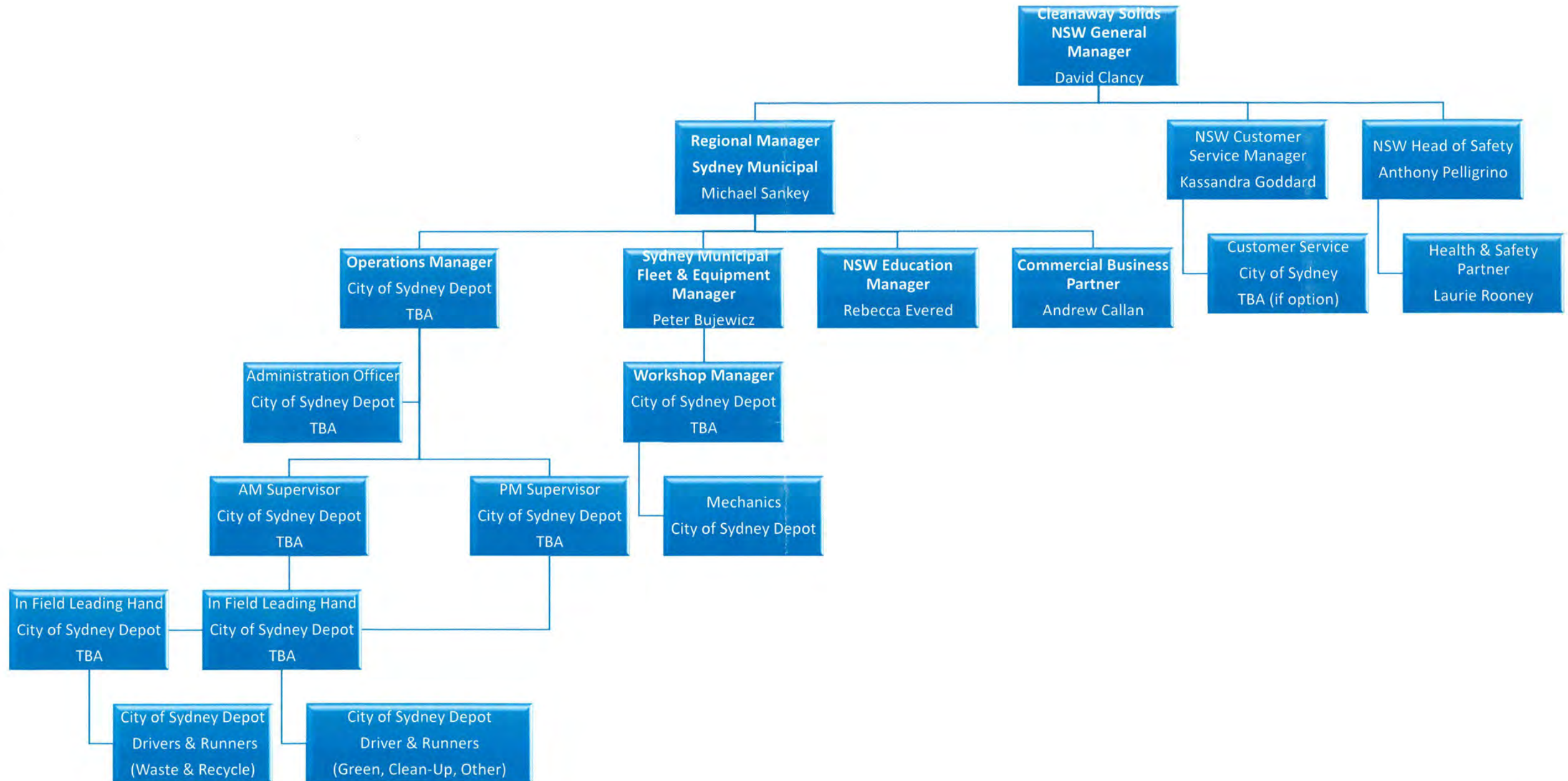




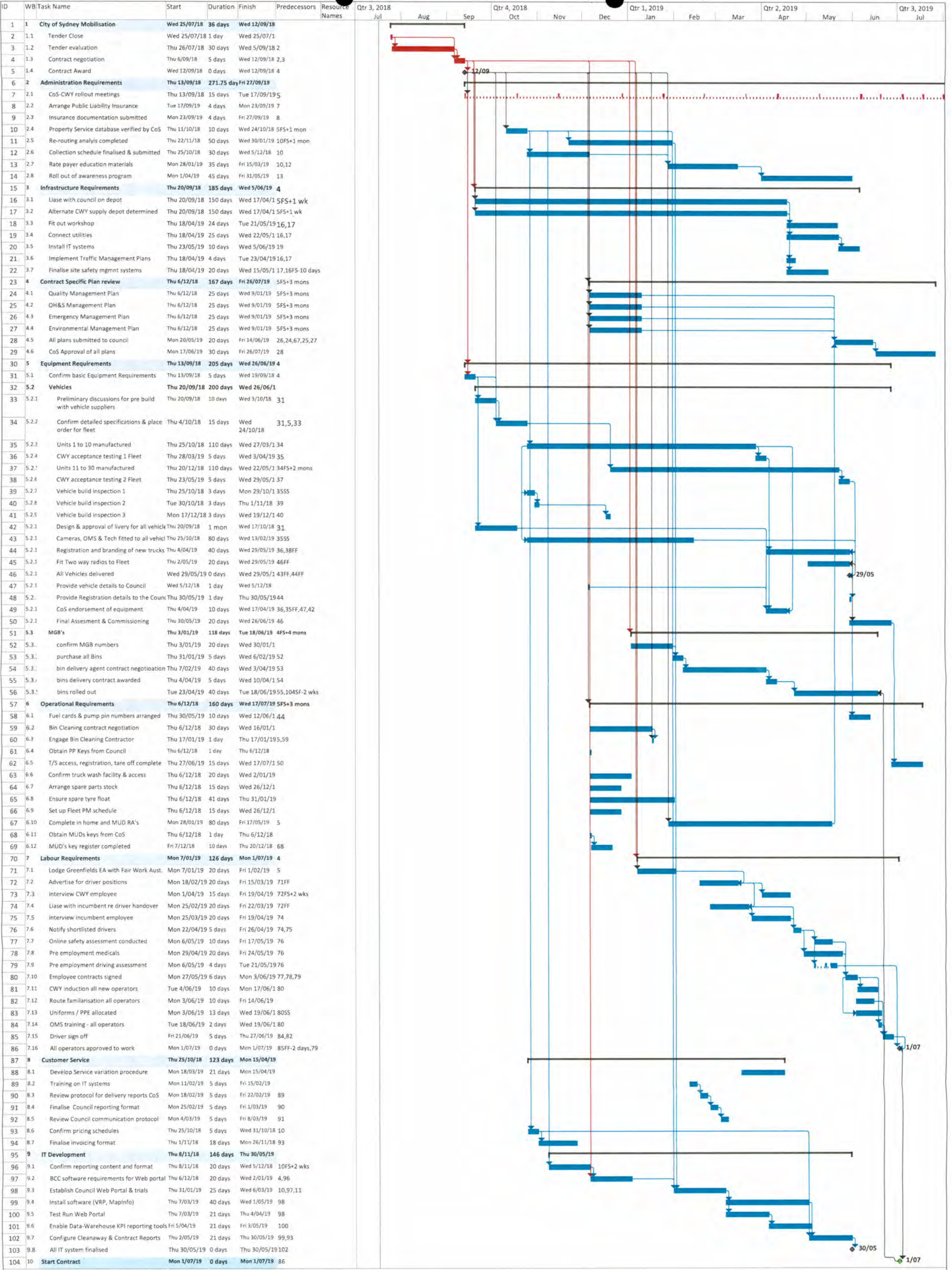
		WASTE COLLECTION SERVICES																			
		CONTRACT RESOURCE SCHEDULE																			
		DOMESTIC COLLECTION SERVICES																			
WASTE STREAM	SIDE LOAD VEHICLES	BODY SIZE	REAR LOAD VEHICLES	BODY SIZE	DAYS OF WEEK	NO. OF LOADS	HOURS OF OPERATION		STAFF FOR EACH VEHICLE		NO. OF BINS PER LOAD	TONNES PER LOAD	LEGAL PAY LOAD (kg)	WEIGHT OF CAB CHASSIS (kg)	MAXIMUM COMPACTION RATE	MAKE AND MODEL CAB/CHASSIS	AGE OF VEHICLE	VEHICLE REGISTRATION NO.	PLANT NO./ MAINTENANCE CODE	INSURANCE EXPIRY DATE	
	e.g. check for each side load vehicle	e.g. 25m3	e.g. check for each rear load vehicle	e.g. 25m3	List each M/TUES/WED/ THU/F. For Fortnightly collections where vehicles are shared provide details below.	No. of loads for this vehicle for each Day of Week - if not the same for each day provide further details below.	FROM AM e.g. 6.00 am	TO PM e.g. 4.00 pm	DRIVER	OTHER List all runners/ pullers for each vehicle							Identified year of manufacture				
GARBAGE																					
			1	x	20	Mon, Tue, Wed, Thu, Fri	2	5:00:00 AM	4:00:00 PM	1	2	590	6T	8700	13771		Mercedes Benz Econic Euro VI	NEW	TBA	TBA	TBA
			2	x	20	Mon, Tue, Wed, Thu, Fri	2	5:00:00 AM	4:00:00 PM	1	2	590	6T	8700	13771		Mercedes Benz Econic Euro VI	NEW	TBA	TBA	TBA
			3	x	20	Mon, Tue, Wed, Thu, Fri	2	5:00:00 AM	4:00:00 PM	1	2	590	6T	8700	13771		Mercedes Benz Econic Euro VI	NEW	TBA	TBA	TBA
			4	x	20	Mon, Tue, Wed, Thu, Fri	2	5:00:00 AM	4:00:00 PM	1	2	590	6T	8700	13771		Mercedes Benz Econic Euro VI	NEW	TBA	TBA	TBA
			5	x	12	Mon, Tue, Wed, Thu, Fri	2	5:00:00 AM	4:00:00 PM	1	1	280	3.5T	4500	8249		Hino 500 FE Euro VI	NEW	TBA	TBA	TBA
			6	x	12	Mon, Tue, Wed, Thu, Fri	2	5:00:00 AM	4:00:00 PM	1	1	280	3.5T	4500	8249		Hino 500 FE Euro VI	NEW	TBA	TBA	TBA
			7	x	12	Mon, Tue, Wed, Thu, Fri	2	5:00:00 AM	4:00:00 PM	1	1	280	3.5T	4500	8249		Hino 500 FE Euro VI	NEW	TBA	TBA	TBA
			8	x	8	Mon, Tue, Wed, Thu, Fri	3	5:00:00 AM	4:00:00 PM	1	1	150	1.8T	2300	5480		Hino 300 Hybrid	NEW	TBA	TBA	TBA
	OTHER																				
RECYCLING																					
			1	x	24	Mon, Tue, Wed, Thu, Fri	2	5:00:00 AM	4:00:00 PM	1	2	554	5.2T	7250	14415	220	Mercedes Benz Econic Euro VI	NEW	TBA	TBA	TBA
			2	x	24	Mon, Tue, Wed, Thu, Fri	2	5:00:00 AM	4:00:00 PM	1	2	554	5.2T	7250	14415	220	Mercedes Benz Econic Euro VI	NEW	TBA	TBA	TBA
			3	x	24	Mon, Tue, Wed, Thu, Fri	2	5:00:00 AM	4:00:00 PM	1	2	554	5.2T	7250	14415	220	Mercedes Benz Econic Euro VI	NEW	TBA	TBA	TBA
			4	x	24	Mon, Tue, Wed, Thu, Fri	2	5:30:00 AM	4:30:00 PM	1	2	554	5.2T	7250	14415	220	Mercedes Benz Econic Euro VI	NEW	TBA	TBA	TBA
			5	x	24	Mon, Tue, Wed, Thu, Fri	2	5:30:00 AM	4:30:00 PM	1	2	554	5.2T	7250	14415	220	Mercedes Benz Econic Euro VI	NEW	TBA	TBA	TBA
			6	x	24	Mon, Tue, Wed, Thu, Fri	2	5:30:00 AM	4:30:00 PM	1	2	554	5.2T	7250	14415	220	Mercedes Benz Econic Euro VI	NEW	TBA	TBA	TBA
			7	x	24	Mon, Tue, Wed, Thu, Fri	2	5:00:00 AM	4:00:00 PM	1	1	554	5.2T	7250	14415	220	Mercedes Benz Econic Euro VI	NEW	TBA	TBA	TBA
			8	x	12	Mon, Tue, Wed, Thu, Fri	2	5:30:00 AM	4:30:00 PM	1	1	410	2.6T	4500	8249	220	Hino 500 FE Euro VI	NEW	TBA	TBA	TBA
			9	x	12	Mon, Tue, Wed, Thu, Fri	2	5:30:00 AM	4:30:00 PM	1	1	410	2.6T	4500	8249	220	Hino 500 FE Euro VI	NEW	TBA	TBA	TBA
			10	x	8	Mon, Tue, Wed, Thu, Fri	2	5:30:00 AM	4:30:00 PM	1	1	224	1.7T	2300	5480	220	Hino 300 Hybrid				
OTHER																					
GARDEN ORGANICS																					
			1	x	20	Mon, Tue, Wed, Thu, Fri	1	5:00:00 AM	4:00:00 PM	1	2	500	5.8T	8700	13771		Mercedes Benz Econic Euro VI	NEW	TBA	TBA	TBA
			OTHER																		
CLEAN UP WASTE																					
e-waste, metals, white goods	1	flatbed truck	1	x	24	Mon, Tue, Wed, Thu, Fri, Sat, Sun	2	5:30:00 AM	4:30:00 PM	1	2	60	7T	7250	14415		Mercedes Benz Econic Euro VI	NEW	TBA	TBA	TBA
						Mon, Tue, Wed, Thu, Fri, Sat, Sun	2	5:30:00 AM	4:30:00 PM	1	2	50	3T	4000		Mercedes Benz Econic Euro VI	NEW	TBA	TBA	TBA	
MATTRESSES (option)				combined with flatbed truck					1												
OTHER									1												
FOOD ORGANICS (Trial)																					
			1	x	20	Mon, Tue, Wed, Thu, Fri	2	5:00:00 AM	3:00:00 PM	1	2	580	4.5T	8700	13771		Mercedes Benz Econic Euro VI	NEW	TBA	TBA	TBA
			OTHER																		
TEXTILES (Trial)																					
			3	x					1												
			4	x							1										
			OTHER																		
OTHER (Spare, Ancillary, Sub-contractors e.g.)																					
			1	x	20	as required	2	as required	as required	1	2			8700	13771		Mercedes Benz Econic Euro VI	NEW	TBA	TBA	TBA
			2	x	12	as required	2	as required	as required	1	2			4500	8249		Hino 500 FE Euro VI	NEW	TBA	TBA	TBA
			OTHER		3	x	Supervisors mUtilities x 4				1						Isuzu 4x2 with Tub back	NEW	TBA	TBA	TBA
			4	x	Workshop Response Vehicle				1							Isuzu 4x2 NLR 45-150	NEW	TBA	TBA	TBA	
COMMENTS/EXPLANATION - 1. start times are only indicative. Specific times per truck will be determined once routes are designed. 2. Textile collection will be performed by sub contractor 3. weight of cab chassis includes cab chassis, compactor body and body subframe.																					

Handwritten signature and initials in blue ink.

Cleanaway Sydney Municipal – City of Sydney Council Org Chart



Handwritten signature/initials



Project: BCC Mobilisation Cat1
Date: Tue 17/07/18

Task

Split

Milestone

Summary

Project Summary

External Tasks

External Milestone

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

Deadline

Critical

Critical Split

Progress

+

Appendix S.2 Ongoing Contract Timeline for City of Sydney Council Waste Collection Contract

ID	Task Name	Start	Finish	1st Half	2nd Half	1st Half	2nd Half	1st Half	2nd Half	1st Half	2nd Half	1st Half	2nd Half	1st Half	2nd Half
1	Collection Service Commences	Mon 1/07/19	Mon 1/07/19		Cleanaway										
2	MGB delivery	Mon 8/07/19	Mon 2/09/19												
3	Monthly Safety Report	Mon 29/07/19	Tue 25/06/24												
64	Monthly Operational Meeting	Mon 15/07/19	Tue 18/06/24												
125	Annual Quality Plan review	Wed 5/08/20	Thu 8/08/24												
131	Annual WH&S Plan and RA Update	Mon 3/08/20	Tue 6/08/24												
137	Annual HR / IR Plan review	Mon 3/08/20	Tue 6/08/24												
143	Annual Environmental Plan review	Fri 7/08/20	Mon 5/08/24												
155	Annual Emergency Plan Update	Mon 9/11/20	Tue 12/11/24												
161	Invoice	Fri 26/07/19	Mon 1/07/24												
222	Rise and Fall	Mon 1/07/19	Tue 4/07/23												
149	Two Yearly Bin Audits	Tue 30/06/20	Wed 3/07/24												
228	Insurance Documentation	Mon 11/11/19	Tue 15/11/22												

Project: City of Sydney Council	Task		External Tasks		Inactive Summary		Start-only		Deadline	
	Split		External Milestone		Manual Task		Finish-only			
	Milestone		Inactive Task		Duration-only		External Tasks			
	Summary		Inactive Milestone		Manual Summary Rollup		External Milestone			
	Project Summary		Inactive Milestone		Manual Summary		Progress			

788