

**Model Waste and
Recycling Collection
Contract
Section D Specification
Part 3: Recyclables
Specification**

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

Section D Specification

Part 3 Recyclables Specification

Contract number:

[Click here and type Contract number]

Contract for:

[Click here and type title]

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1. Introduction

This part defines explicit requirements for the collection of 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.

2.1 Collection and Frequency for Single Premises

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

The Service involves the collection of fully commingled Recyclables from single Premises in approved "[Click here and type volume e.g. 240 or 360 Litre]" Mobile Bins on a fortnightly basis.

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

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

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

2.2 Collection and Frequency for Multi-occupancy Premises

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

Unless otherwise specified, multi-occupancy Premises will be provided with a fortnightly Recyclables collection on a shared arrangement whereby

[Click here and type number in words e.g. three]

([Click here and type number in numerals e.g. 3]) households will utilise one (1)

"[Click here and type size e.g. 240 or 360 Litre]" Mobile Bin between them.

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

2.3 Collection and Frequency for Other Recyclables Service-Entitled Premises

The Contractor shall collect Recyclables from other Recyclables Service-Entitled Premises including being non rateable properties and Council buildings including:

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

The Council will determine the entitlement of participation.

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

The Other Recyclables Service-Entitled Premises will be provided with a weekly Recyclables collection utilising "[Click here and type size e.g. 240 or 360 Litre]" Mobile Bins.

Multiple services shall be available to Premises, as specified in Clause 6.2 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	≤ [Click here and type number] per [Click here and type number] services
Early Starts	≤ [Click here and type number] per [Click here and type number] services
Other Customer Complaints	≤ [Click here and type number] per [Click here and type number] services

4.2 Performance Incentives and Damages

Failure to achieve the Performance Benchmarks in Clause 4.1 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:

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

- (c) blue-topped bin (for paper)

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.

Option 1 Council Ownership of Recyclables
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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 provision of Services and will retain any income from materials sold through provision of these Services.

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

For this purpose, the new journey will be the return trip, measured from the Approximate Centroid of the Service Area in a direct route to the Alternative Facility. The payment for the period during which the Alternative Facility is utilised will be calculated in accordance with the formula in Clause 0 of this Recyclables Specification.

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

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

7.6.3 Calculation of Payment for Transport to Alternative Facility

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

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

Where:

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

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

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

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 [Click here and type name of facility] at [Click here and type address of facility].

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

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

7.8 Rejection of Recyclables and Disincentive Charges

Where Recyclables collected under this Recyclables Specification is rejected by the Nominated Facility, or where liquidated damages are payable due to Contamination of the delivered material, the Contractor will pay fifty percent (50%) of any and all associated charges. Council will deduct the amount owing from the Contractors invoice or seek payment separately.

Where Recyclables collected under this Recyclables Specification is rejected by the Nominated Facility, or where a disincentive charge is imposed due to over compaction of loads or unacceptably high levels of glass fines, the Contractor will pay any and all associated charges. The Council will deduct the amount owing from the Contractors invoice or seek payment separately.

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.

OR

Option 2 Contractor Material Ownership
--

7. Contractor Recyclables Ownership and Delivery

7.1 Contractor Ownership of Recyclables

The Contractor owns all Recyclables collected as part of the Recyclables Collection Service. The Contractor must pay all costs associated with the acceptance, receiving, sorting, processing of the Recyclables and the delivery of the Recyclables to the end market or other destinations. The Contractor will retain any income from Recyclables sold through provision of these services.

7.2 Amendment of Recyclables

The Recyclables to be collected by the Contractor under this Contract may be varied from time to time by the Contractor with the prior written consent of the Council.

The Council's consent may be withheld, at its absolute discretion, or given subject to any conditions, which it may, at its absolute discretion, consider appropriate, including, without limitation, agreement on any costs necessary to give effect to the variation.

7.3 Sorting Facility – Contractor Nominated Facility

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

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

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

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

7.4 Rejection of Recyclables and Penalty Payments

Where material collected under this Contract is rejected by the facility, or where a penalty charge is imposed for any reason whatsoever, including but not limited to Contamination of the delivered material, over compaction of loads or unacceptably high levels of glass fines, the Contractor will pay any and all associated charges and costs.

If the Contractor is required to transport the load to a disposal facility, all associated transport costs will be paid by the Contractor.

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

7.5 Sorting Facility – Reporting

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

The Contractor must provide the Council with a report related to the Contractor Nominated Facility on a yearly basis. The report shall include, but not be limited to:

- (a) total tonnes of material received over the year
- (b) total tonnes of material disposed of due to Contamination and processing waste
- (c) actual or estimated proportion of material disposed of that is glass fines.

7.6 Sorting Facility – Audits

The facility must undertake audits on materials accepted for sorting and/or processing from Council at least every twelve (12) months. The Contractor shall pay any and all costs associated with conducting the audit. The audit must determine:

- (a) the proportion of glass breakage
- (b) the proportion and composition of Contamination
- (c) The composition of the Recyclables.

An audit must be conducted within sixty (60) days after the Services Commencement Date and within thirty (30) days of each anniversary of the Services Commencement Date.

The detailed audit methodology shall be agreed upon by the Council and Contractor prior to the audit process. The audit methodology shall include but not be limited to:

- (a) recyclables from not less than three (3) days in a week
- (b) record drivers name, registration number of the Collection Vehicle, date and time of entering the facility, net weight of load and compaction density.

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

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 **one-hundred-and-seventy kilograms (170 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 Strategy and Operations

The Contractor will be responsible for developing, implementing, monitoring, evaluating and reviewing a Contamination management strategy and associated procedures.

The strategy and procedures will ultimately form a chapter of the Quality Plan specified under Clause 15 of the General Specification but also must be suitable to act as a stand alone operational document.

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

9.2 Supporting Materials to be Developed

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

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

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

9.3 Contamination Procedures

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

These minimum requirements will form the basis of the procedures to be developed by the Contractor and the Contractor is expected to expand on and improve the minimum procedures detailed under Clause 0 of this Recyclables Specification.

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

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

9.4 Minimum Contamination Requirements and Procedures

9.4.1 Gross Contamination – Visible at the Kerbside

The Contractor must not empty 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 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 either by way of letter being placed in the letterbox of the Premise or sticker attached to the Mobile Bin. Customers must be notified prior to 5:00 p.m. on the day that the incident occurred.

The Customer must be given the opportunity to rectify the problem within one (1) Working Day and contact the Customer Service Centre to request another Service. The Contractor must return to the Premises 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.

9.4.2 Contamination – Visible at the Kerbside

If the Contractor finds Contamination, not considered to be Gross Contamination, on visual inspection of a Mobile Bin, the Contractor may empty the Mobile Bin if deemed acceptable.

The Contractor must notify the Customer of the problem and clarify the acceptable recyclable materials.

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

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 notification, specifying the problem and clarifying the acceptable Recyclables.

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

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 0, 0 and 0 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 0, 0 and 0 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 0, 0 and 0 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 0 of this Recyclables Specification applies. Council will notify the Customer in writing after removal of the service.

9.5 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.

9.6 Council Contamination Policy

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

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

9.7 Review of Contamination Strategy and Procedures Program

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

Annexure to the Recyclables Specification

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

Nominated Facility Requirements

[Click here and type any specific Nominated Facility requirements]