OPERATIONAL WASTE GUIDELINES:
procurement, management and reporting

PART A: MODEL CONTRACT CLAUSES
Operational waste is an area of opportunity for better management, measurement and outcomes. The Better Buildings Partnership (BBP or Partnership) recognises the importance of waste as a material with importance and value to tenants and occupants due to its environmental and economic impacts. The Partnership has created these guidelines with the intention of improving the outcomes of operational waste in buildings.

These guidelines were developed with the expertise of the Better Buildings Partnership waste technical working group members, including Robyn Pearson, Oliver Batchelour, Mark McKenzie, Steve Ford and Kathryn Cassidy.

The Partnership would like to thank them for their expertise and assistance in the development of these guidelines.
## 10 steps to good practice

1. **Specify your corporate outcomes.**
   - Clear outcomes enable everyone involved (building management, contractors, cleaners, tenants, etc) to understand how they can contribute to the waste management systems in place.

2. **Develop a Waste Management Plan (WMP) in collaboration with your contractors and stakeholders.**
   - This is the core document that fosters a successful collaboration to ensure you reach your targets.

3. **Allocate clear roles and responsibilities.**
   - Include sub-contractors where joint waste/cleaning contracts are held.

4. **Agree the fees per waste stream and the nominated facilities.**
   - Knowing your fees by stream will create shared incentives for resource recovery.

5. **Know your nominated facilities.**
   - Document any materials excluded. Your compliance helps increase their recovery rate.

6. **Use coloured translucent bags and onsite contamination checks to minimise load rejection.**
   - Using translucent bags enables better visibility for contamination when collecting on the floor or in the loading dock, decreasing rejection rates at the facility.

7. **Preference onsite weighing over lifts/volume.**
   - Where actual site weights or site-specific density conversions are not known, use the standard BBP Industry Density (ID) conversion figures.

8. **Audit your current practice.**
   - Require periodic reporting on the building’s performance by floor/area on waste stream weights. Review recycling rates/diversion and contamination rates – both at loading dock and at facility.

9. **Rate your data quality.**
   - Using the BBP Data Integrity Matrix (which favours one or more independent source).

10. **Meet regularly to address challenges and make system improvements.**
    - Consider education, training and signage for contractors, cleaners and occupants.
The Better Building Partnership (BBP) is committed to continuous improvement in the management of waste generated by commercial buildings’ operations. Drawing on its extensive expertise, it has developed these Guidelines to assist building owners and property managers to work more effectively and consistently with their waste and cleaning contractors. The Guidelines include a number of tools to create, procure and implement effective waste management programs. Using these tools will promote comparable data, clearly articulated accountabilities and transparent reporting processes.

The BBP hopes that by working together as an industry we can drive better standards, improve industry benchmarking and increase positive outcomes for waste reduction and resource recovery in the sector.

Robust waste management programs require clear contracts and articulation of roles. Model contract clauses have been developed to assist with this process (Part A). A range of related tools that collectively form a waste management system are also described (Appendices B–E). The appendices are available in Excel format so they can be used as a set or as enhancements to supplement your current waste management systems.

These Guidelines do not assume that all buildings will operate the same waste streams, have the same level of reporting or target the same recovery rates. Instead, they are a framework. Each organisation will choose its priorities, level of service and reporting based on its market position, customer/tenant requirements. The Guidelines simply seek to provide a common set of measures, a transparent method of comparing performance and a mechanism to iteratively improve performance over time.

This document contains 6 distinct parts:

- **Part A** Model contract clauses
- **Part B** Material streams and conversions
- **Part C** Template waste management plan
- **Part D** Template roles, responsibilities, KPIs
- **Part E** Waste data integrity rating protocol
how to use this guide

When beginning or reviewing a contract:

Analyse Current/Previous Contract/Service
What are the challenges? Where are the gaps? Where are expectations misaligned?

Identify areas for improvement

Troubleshooting Issues

Inconsistent data and/or reporting
See Part B.2, C.4 and C.14 for standard templates and reporting frequencies.

Data integrity questions
See Part E for a method of grading the integrity of data collected.

Unclear roles and responsibilities
See Part D.1 for a table outlining common roles to use.

Contamination/facility rejection
See Parts C.2, C.3 and C.4 for planning and tracking, C.8, C.11 and E.4 for auditing and review and D.4 for managing costs.

Unclear or inconsistent charges
Perform compliance reviews as per Part C.11, use Part D with your contractor and use Part E to learn audit techniques.

Poor outcomes
Use Part E to understand the steps to better quality outcomes and Part C4 to track them in operation.

Decide on waste streams (Section B), recovery targets (D2) and service requirements (C) and choose clauses to support (A)

Document requirements in waste management plan (C)

Include in tender brief for new contract services

Review with existing contractor to agree services.

EITHER
Identify efficiencies that can enable new service requirements, e.g. remove requirement to empty underdesk bins and replace with increased reporting and tracking. Use reduced landfill costs to fund increased onsite contamination checking.

OR
If no match can be negotiated, vary service level at an agreed fee.

Conduct periodic review and refine processes
part a: model contract clauses for contractors and cleaners

Notes:

■ Where items of the contract are to be sub-contracted, requirements should be passed through and responsibility for non-compliance clearly articulated. This is of particular importance where cleaning contractors sub-contract to the waste contractors.

■ Alignment between multiple contracts (cleaning and waste separate) and leases within the building should be a targeted outcome.

■ The development of a ‘green lease’ between landlords and tenants would provide the ideal mechanism to ensure tenants are accountable for their behaviour in relation to recycling contamination, adhering to the requirements of the waste management system and increasing their level of buy-in. Many large tenants will seek to report on their waste outcomes. Where this is the case, this should be reflected in the reporting requirements with your waste contractor.

More details about the BBP Model Lease Clauses are available at betterbuildingspartnership.com.au
A.1: Model Contract Clauses – CONTRACTORS

SECTION CLAUSES

General
a) The Contractor will supply waste management services for all the waste streams as set out in Part C and D.
b) Where the Contractor does not offer a service for a waste stream nominated in Part C3, the Principal may seek those services from an alternate provider.
c) The Contractor shall structure its waste streams for reporting as per Part B.
d) Where the Contractor does not offer a service for a waste stream with Grades recovery outcomes (Part E), the Principal may seek those services from an alternate provider.

1. Responsibility for performance
a) The Contractor acknowledges and will comply with / use reasonable endeavours to assist the Principal to reach the waste targets agreed with the Principal and in accordance with the Key Performance Indicators (KPIs), as set out Part D, and will ensure that sufficient processes are in place to deliver these targets.
b) Where targets are not achieved, the Contractor will explain variances from the targets and will work with the Principal or their nominated representative and site cleaners in order to develop solutions to enable the targets to be met.
c) Where the Contractor sub-contracts out any services referenced within this document, responsibility for compliance remains with the lead Contractor and the obligations will be passed through to any sub-contracted entity.
d) The Contractor is required to nominate Identified Facilities for processing all waste streams set out in Part C3.
e) The Contractor may suggest alternative processing facilities from time to time. Any changes must be approved by the Principal (Part C6).
f) The Contractor shall work with the Property Manager of the Principal to ensure the effective operation of the Waste Management Systems to ensure the timely resolution of emerging issues.
g) The Contractor will annually review the Waste Management Plan (WMP) with the Principal, Property Manager and other involved parties to determine enhancements, sustainability initiatives and other waste management initiatives.

2. Operations
a) The Contractor must comply with the operational WMP, adhering to minimum operational and safety standards (Part C).
b) The Contractor must be able to attribute a weight to each bin collected. Weight must be measured according to the individual waste stream and evidence is required regarding the maintenance and integrity of any scales/meters used. Where Industry Density (ID) or Site Density (SD) averages are used, the basis for the assumptions should be documented. Weights must be recorded in an agreed format and forwarded on as per the Reporting Frequency Schedule (Part C14).
c) Where the Contractor observes contamination in a recycling container, that container must be weighed and added to the contamination report (Part C8) and monthly operational Waste Management Report (Part C4). The contents in the contaminated container must then be disposed of as general waste and the incident reported to the Principal in line with the Reporting Frequency Schedule (Part C14).
d) The Contractor is expected to operate well within the maximum contamination rate accepted by the nominated Industry Facility to minimise load rejection at the Facility (Part C8).
e) The Contractor is responsible for the provision and periodic maintenance of desk paper boxes, bins, containers and equipment necessary for waste classification, recycling and weighing.
f) The Contractor must supply equipment (bins, signage/stickers etc.) colour-coded in accordance with Australian Standard 4123 and approval by the Principal.
g) The Contractor must ensure that collecting services are done periodically and only when necessary to maintain:
   i. Bins not greater than three quarters full
   ii. Odour free environment
   iii. Hygienic environment
   iv. Value for money.
3. Monitoring/ Audit
   a) The Contractor will quantify the amount and types of waste in accordance with Part C.
   b) The Contractor will monitor, report and address contamination through regular monitoring/ bin inspections, composition audits and weighing of contaminated materials, quantifying the amount and types of waste. (Part C8).
   c) The Contractor acknowledges that the Principal has the right to audit processes and reporting standards of the Contractor at any time with 48 hour notice as per Part E and agrees to provide reasonable cooperation to that process.
   d) The Contractor is obliged to adhere to occupational health and safety rules and procedures when assessing and/or weighing bins.

4. Reporting
   a) The Contractor is to provide periodic reports to the Principal in line with the Reporting Frequency Schedule (Part C14) plus:
      i. A detailed list of consumables and supplies used within the report period and percentages of recycled content material.
      ii. Maintain records and evidence to substantiate data contained within reports to the nominated standard in the Waste Data Integrating Reporting Protocol (Part E).
      iii. Maintain up-to-date information about the acceptable levels of contamination and contamination values, weights and volumes as per waste streams.
      iv. Maintain and communicate up-to-date information about Site Densities for each waste stream.

5. Costs
   a) The Contractor is expected to have costed into its Agreement Fee the cost of providing all labour necessary to adequately perform all functions (Part D).
   b) All waste contractor costs for the supply, collection, reporting, auditing and removal of the various waste streams must be properly accounted and identified (Part D).
## A.2: Model Contract Clauses – CLEANERS

### SECTIONS

<table>
<thead>
<tr>
<th>CLAUSES</th>
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<tbody>
<tr>
<td><strong>1. Responsibility for performance</strong></td>
</tr>
<tr>
<td>a) The Cleaner acknowledges its responsibilities to the Principal’s waste targets as set out in Part D.</td>
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<tr>
<td>b) The Cleaner is responsible for the successful operation of the on-site recycling system and is required to provide educational material, and undertake regular tenant and cleaner training in order to maximise effectiveness of the service (Part C10).</td>
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<tr>
<td>c) The Cleaner will use reasonable endeavours to promote and require tenant engagement from the on-site supervisor (Property Manager) and to adhere to any green leasing requirements.</td>
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<tr>
<td>d) The Cleaner shall submit a signage plan or agree to an already established plan at inception. The Cleaner must ensure that for each recycled stream, all waste handling bins have consistent signage, labeling and colour-coding according to the Australian Standards.</td>
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<td>e) The Cleaner shall provide a rapid feedback mechanism on each floor to provide tenants insights as to their contamination performance.</td>
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<tr>
<td>f) The Cleaner will review the operational Waste Management Plan (WMP) with the Principal, Property Manager and other involved parties to determine enhancements, sustainability initiatives and other waste management initiatives.</td>
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<tr>
<td><strong>2. Operations</strong></td>
</tr>
<tr>
<td>a) The Cleaner must perform its services in accordance with the operational WMP (Part C) and in a way that adheres to the operation standards in relation to environmental, health and safety practices in carrying out the cleaning service.</td>
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<tr>
<td>b) The Cleaner shall conduct operations referring to streams to be collected as per the WMP (Part C).</td>
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<td>c) The Cleaner must achieve the performance Key Performance Indicators (KPIs) set out in the WMP (verified by Contractor reporting) (Part D).</td>
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<tr>
<td>d) The Cleaner is expected to maintain appropriate records regarding the waste streams where possible and recommend system improvements.</td>
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<tr>
<td>e) The Cleaner will use clear colour-coded bags to minimise load rejection at waste facility.</td>
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<tr>
<td><strong>3. Monitoring/ Audit</strong></td>
</tr>
<tr>
<td>a) The Cleaner will address contamination through regular monitoring/bin inspections, composition audits and weighing and setting aside of contaminated materials (Part C.8).</td>
</tr>
<tr>
<td>i. Bins must be inspected for contamination or leakage before collection. Once identified the bin should be marked/taped as contaminated and left in a separate area so that cleaning staff are aware of the issue and action taken if required, subject to WHS guidelines (Part C8).</td>
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<tr>
<td>b) The Cleaner will support the Principal to drive performance from tenants through measuring the contents of waste and recycling bins on each tenant floor and providing a rapid feedback mechanism to tenants on total proportion of waste per stream and level of visual contamination (Part C8).</td>
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<tr>
<td>c) The Cleaner / Principal will provide coloured translucent bags and portable weighing/measuring equipment to assist the Cleaners in making a visual inspection (Part C8).</td>
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<tr>
<td>d) Any additional costs for this service should be detailed in the schedule of prices (Part D).</td>
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<tr>
<td><strong>4. Reporting</strong></td>
</tr>
<tr>
<td>a) The Cleaner is to provide periodic reports to the Principal in line with the Reporting Frequency Schedule (Part C14) plus:</td>
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<tr>
<td>i. A monthly report on environmental initiatives of staff for waste reduction.</td>
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<td>ii. Education planned or undertaken to address performance.</td>
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<td><strong>5. Costs</strong></td>
</tr>
<tr>
<td>a) The Cleaner should include cost for quarterly/annually/monthly contamination weigh-offs as an option. Weigh-offs will be to determine the level of contamination in each waste stream that can be applied to the sites.</td>
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<tr>
<td>b) Where the Principal finds that the Cleaning staff are causing contamination of the recycling, or not making all reasonable efforts to keep waste streams separated throughout the collection and disposal process, the Cleaner will pay any financial penalty for costs incurred due to the contamination (eg. landfill levies and the costs incurred as a result of engaging the third party auditor) (Part E).</td>
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Clause Definitions

**Actual Weight** means the weight of a waste stream from the floor or loading dock of a building at point of a collection.

**Cleaner** means the Contractor to the Principal for the cleaning services described herein.

**Contractor** means the deliverer or waste and/or cleaning services.

**Industry Density** means the industry-accepted standard density conversion rates for full bins to be translated to weight measurements for reporting purposes.

**Industry Facility** means any facility with adequate license to processes specific forms of waste material.

**Identified Facilities** means the waste processing facility as agreed in the Waste Management Plan (WMP). May include a primary and a backup facility.

**Key Performance Indicator (KPI)** means a specified performance requirement against which the Service of the Contractor or Cleaner is reviewed by the Principal.

**Diversion Rate** means, in respect of each category of Site, the weight of waste collected by the Contractor across all the Sites in that category under this Agreement that is diverted away from disposal in landfill. This rate must be expressed as a percentage of the total weight of waste disposed of by the Contractor across all the Sites in that category under this Agreement.

**Mixed General Bin (MGB)** means bin or other receptacle for the collection of waste material.

**Principal** means the building owner or the Property Manager, who is signatory to the Contract and client for the services described herein.

**Recovery Grade** means the value of the final output from a recycling path.

**Reporting Frequency Schedule** means the list of expected reports, their descriptions and the frequency of their expected, as set out in Part C.14.

**Waste Management Plan (WMP)** means the documentation, requirements, targets and other influencing management tools for delivering the service as agreed between the parties.

**Waste Management System** means the holistic approach to the movement and processing of materials. An efficient and effective Waste Management System will minimise material generation and maximise resource recovery. A Waste Management System can include various key stakeholders (waste contractors, cleaners, property managers and waste producers), strategies & processes(WMP) and equipment.

**Site Density** means the site-specific audit density conversion rates for full bins to be translated to weight measurements for reporting purposes.