

Treatment of Food Waste

Volume 3

Specification

SPECIFICATION

TABLE OF CONTENTS

INTRODUCTION..... 3

PART 1: FOOD WASTE TREATMENT SERVICES..... 4

PART 2: OPERATIONS & MANAGMENT..... 10

PART 3: ADDED VALUE 17

INTRODUCTION

The Council has a statutory duty to collect and arrange for the receipt and disposal of household waste and other waste arising within Bath and North East Somerset. This includes domestic waste collected direct from householders at the kerbside and waste taken to its three Household Waste Recycling Centres.

A weekly Food Waste collection service is offered to the majority of homes in the district, Food Waste recycling bins are positioned for use at its three Recycling Centres and a separate Food Waste collection offered to the Council's commercial waste customers. These services are well established, with good capture rates. However, the Council has aspirations to improve on performance, offer all homes a collection service and divert further Food Waste for Treatment as part of this contract.

This contract is for the receipt and treatment of Contract Waste commencing on 1st March 2022 and continuing for an Initial Term of 7 years with an option for the Council to extend the Contract for up to a further 3 years. This Specification details the Services to be provided by the Contractor. The Specification is divided into 3 parts.

PART 1: DELIVERY OF SERVICES

1. Background

- 1.1 The Council operates a weekly Food Waste collection service to approx. 84,350 homes within the district via its standard kerbside sort collections. This service was first introduced in 2010 and is well established. Collections are made using kerbside sort Romaquip vehicles from 23 litre caddies issued to residents.
- 1.2 Since 2010, the Council's commercial waste services has offered a food recycling option to business customers. Currently 116 local businesses including schools, restaurants and care homes, receive a regular collection of food waste via their commercial arrangement with the Council.
- 1.3 There is capacity on the dedicated vehicle to increase our food waste customer base with businesses and linked to the outcome of the national waste strategy consultations, its possible we would be keen to explore innovative ways of capturing more food waste from businesses within the district in partnership with the contractor.
- 1.4 During the last 3 years, a food waste recycling service has been rolled out to residential flats with varying degrees of success in capture rates which we're keen to address and improve on with the awarded contractor.
- 1.5 The Council operates all its waste and recycling services in-house. Currently the kerbside material is collected in stillages within the kerbside sort vehicle and emptied by forklift at our Keynsham depot into bulk 40 yard containers ready for collection by the incumbent contractor. The Food Waste from commercial customers and flatted properties is collected in a dedicated toploader collection vehicle and tipped directly at the current Treatment Facility.
- 1.6 Bidders will be required to offer collection and direct tipping facilities to accommodate these two collection methods. Variant bids will be accepted for consideration. It should however be noted that the Council does not own or have access to a tipping bay suitable for food waste collected via its dedicated vehicle. These loads are known to be very wet.

2. Food Waste

- 2.1 The Food Waste which requires Processing as part of this Contract will contain European Waste Category Codes 20 01 08 and Category 3 material only as specified under the Animal By-Products Regulations (EC) number 1774/2002 ("**ABPR**") and although not exhaustive, the Food Waste will comprise of the following types of material which shall be source segregated:-
 - Meat and fish (raw and cooked, including bones);
 - All dairy products such as eggs and cheese;

- Raw and cooked vegetables and fruit;
 - Bread, cakes and pastries;
 - Rice, pasta and beans;
 - Uneaten food from plates and dishes;
 - Tea and coffee grounds.
- 2.2 In addition, the Council encourages residents to line their food waste caddy to contain the Food Waste. This aids collection, encourages participation and helps keep receptacles clean. Bidders will be required to set out the type(s) of liner(s) they will accept within the Contract Waste for the Term of the Contract.
- 2.3 The Council currently encourages the use of biodegradable liners, paper liners, plastic bags, and/or newspaper for use by residents in their 5L kitchen caddy and/or 23L food waste bin. It does not provide these liners to residents within the district.
- 2.4 Collections made from flatted properties and business customers are however provided with liners. We use 140L wheeled bins to collect and store food waste at these premises. Once emptied the collection crew will place a biodegradable liner back into the bin to help contain the waste and keep the bin clean.
- 2.5 Bidders should note that DEFRA is proposing that provision of caddy liners in the collection of separately collected food waste is promoted as good practice as part of its consultation on consistency in household and business recycling in England. Therefore, a suitable form of liner will be required to be accepted and either removed or processed as part of this contract for the term of the agreement.

3. Tonnage Information

- 3.1 Irrespective of quantities of Contract Waste delivered as part of this Contract, other customers and any other source, the Contractor must have capacity to Treat all Contract Waste arising as part of the award of this Contract.
- 3.2 Table A below sets out the Food Waste tonnages collected over the last 5 years by Bath & North East Somerset Council. These tonnages are provided for indicative purposes only and are by no means a guarantee over the duration of the contract. Tonnages will fluctuate depending on a range of political, social and economic factors.

Table A – Food Waste tonnages

Food Waste (tonnes)	2017/2018	2018/2019	2019/2020	2020/21	Forecast 2021/22
Kerbside Service	5194.70	6412.22	6670.21	7824.01	7727.84
Flatted properties	128.71	126.60	191.79	146.46	135.5
Commercial service	70.71	159.9	176.62	109.43	155.36

- 3.3 The tonnage and composition of Contract Waste may also vary throughout the year in line with seasonal changes and variations in the collection patterns following Public and Bank Holiday periods.
- 3.4 The tonnages outlined in Table A for 2020/21 equate to approximately 1.8 kg per household per week. Waste analysis undertaken in 2019 indicates that the average residual bin still contains 26% of Food Waste.
- 3.5 Currently, 13 Bulk Containers (approx. 2-3 per day) exchanges are made from our Depot by the incumbent contractor each week. The Depot can give you 24 hour notice for extra collections.
- 3.6 Contractor collections of Bulk Containers must be made between 6.30am and 10am from the Council's Depot. This helps ensure there is sufficient access to the Food Waste for collection and avoids peak times when the kerbside collection vehicles are tipping disruption to the kerbside vehicle tipping turnaround times.
- 3.7 In addition to this the Council directly delivers Food Waste from commercial customers and flatted residential properties directly to the treatment site. Currently this equates to 2 loads per week during weekly working hours. The Contractor will be expected to accept these loads at the Treatment Site and allow for potential fluctuation in the number of loads delivered as the Contract Waste volumes may fluctuate throughout the Term.

4. Treatment Site

- 4.1 The Contractor shall be required to provide a Treatment Site that is capable of accepting and Processing Contract Waste from 1st March 2022 and for the Term of the Contract.
- 4.2 The Contractor shall ensure that the Treatment Site(s) provided is managed and operated with the benefit of and comply with all Necessary Consents.

- 4.3 The Process utilised may be in-vessel composting or anaerobic digestion, or variants under this terminology. The Council will not accept any other type of treatment process.
- 4.4 If the Contractor transfers Contract Waste between sites during any part of the process, it must ensure that it or any Subcontractor or other person involved is a registered carrier under the Controlled Waste (Registration of Carriers and Seizure of Vehicles) Regulations.
- 4.5 The Council reserves the right to visit the Treatment Site(s) named in tenderers' submissions. Such site visits shall take place prior to Contract Award. The Council shall liaise with tenderers via the e-tendering system to pre-arrange any site visits.

5. Secure Markets / Beneficial Re-Use

- 5.1 The Contractor will be required to use all reasonable endeavours to ensure that the outputs from the Treatment Site are suitable for markets or beneficial re-use to maximise diversion of Contract Waste from disposal.
- 5.2 The Council's preference would be for an anaerobic digestion process in line with the national waste strategy consultations on consistency in collection. The resulting digestate shall comply with the equivalent requirements of the British Standards Institutions' Publicly Available Specification for Digestate (BSI PAS 110) in the Digestate Quality Protocol or be blended to produce a topsoil that will meet the equivalent of the British Standard BS 3882, and maintain this standard for the Contract Period.
- 5.3 Bids proposing an in-vessel composting process will however be considered, providing the resulting compost product complies with the British Standards Institution's Publicly Available Specification for Composted Materials (BSI PAS 100) in the Composting Association Quality Protocol or equivalent, or be blended to produce a topsoil that will meet the equivalent of British Standard BS 3882, and maintain this standard for the Contract Period.
- 5.4 The Contractor will be responsible for securing all markets for the Term of the Contract. The Contractor will supply the details of all such arrangements to the Council prior to the Commencement Date and notify the Council of any changes to such details from time to time. The Contractor will use all reasonable endeavours to comply with the Proximity Principle in securing and entering into these agreements.
- 5.5 If any of the outputs are classified as a waste and incapable of beneficial re-use or does not have a market available, then the Contractor shall be responsible for the final disposal of such waste. The Contractor shall provide a copy of the Environmental Permit and full site address details on end outlet(s) for the material treated as part of this Contract. The Contractor will ensure that the Council has an accurate record of the Environmental Permit

number(s) or Exemption reference details of its site and all end outlet sites utilised as part of this Contract.

- 5.6 The Contractor will be required to provide details to the Council of the tonnage of Contract Waste that after Treatment is still classified as waste as part of monthly reporting, as detailed in Part 2 (Reporting Requirements) of this Specification.
- 5.7 The full costs of any Contract Waste that is disposed as a result of sub-paragraph 6.4 will be borne by the Contractor.

6. Contaminants

- 6.1 The Council shall endeavour to keep Contaminants delivered with Contract Waste to a minimum. Although the Council will work with the collection crews to tackle issues of contamination of the Food Waste at the point of collection, the Contractor must accept that there is likely to be some level of Contaminants within the loads delivered
- 6.2 The Contractor will be required to specify the acceptable level of contamination as a maximum proportion of Contract Waste Load (by weight), in a table format as identified below:

Contaminants	Maximum Proportion of Contract Waste Load (by weight) %
Plastic (including plastic bags)	[bidder to specify]
Metals	[bidder to specify]
Textiles	[bidder to specify]
Glass	[bidder to specify]
Nappies	[bidder to specify]
Hazardous Household Waste	[bidder to specify]
Soil/rubble	[bidder to specify]
[Other – bidder to specify]	[bidder to specify]

- 6.3 The Contractor will inspect Contract Waste delivered to the Treatment Site. On receipt and inspection of any load which contains Contaminants in excess of those specified in sub-paragraph 7.2 the load shall be deemed to be a Contaminated Load and dealt with in accordance with the provisions of clause 2.4 (Contaminants) of Volume 2 (Contract).

- 6.4 Any Contaminated Load rejected in accordance with sub-paragraph 7.3 shall be separated from all other Contract Waste and the Authorised Officer notified. The Contaminated Load shall remain on site until inspected by the Authorised Officer and shall not be disposed of without the approval of the Authorised Officer.
- 6.5 The costs of disposal of any Contaminated Load shall be borne by the Council subject to the disposal arrangements agreed between the Contractor and the Authorised Officer.
- 6.6 Where the cost of disposing of the Contaminated Load is borne by the Council in accordance with sub-paragraph 7.5, the Contractor will not charge the Council the gate fee for the Processing of the Contaminated Load.
- 6.7 Any Contaminants suitable for economic recycling e.g. scrap metal etc. shall be sent for recycling by the Contractor.

PART 2: OPERATIONS & MANAGEMENT

1. Direct Deliveries

- 1.1 The Contractor is required to receive Contract Waste arising from businesses and flatted properties delivered by the Council or its representatives.
- 1.2 The Treatment Site(s) shall be open for the reception of Contract Waste within the following Working Hours: -

Week days	Hours
Monday – Friday	0700 – 1600 hours
Saturdays	0700 – 1200 hours
Bank Holidays	0700 – 1600 hours

- 1.3 The Council reserves the right to deposit Contract Waste outside these Working Hours, provided such Treatment Site(s) is/are capable of accepting the Contract Waste within the terms of all Necessary Consents.
- 1.4 Subject to Part 1 (Delivery of Services), paragraph 6 (Contaminants), on receipt by the Contractor all Contract Waste will be deemed to be the property of, and held at the entire responsibility of the Contractor and the Council will have no claim over any such Contract Waste.
- 1.5 Contract Waste will be delivered to the Treatment Site in the Council's, or its agent's, dedicated toploader collection vehicle, refuse collection vehicle or similar.
- 1.6 The Contractor shall ensure that all vehicles delivering Contract Waste to the Treatment Site are dealt with properly and efficiently and that the unloading and weighing of Contract Waste and the processing of weighbridge tickets is undertaken in the most efficient way practicable so that the turnaround of delivery vehicles at the Treatment Site is less than 30 minutes on any one occasion.
- 1.7 For the avoidance of doubt, the 30 minutes turnaround period specified in paragraph 1.6 above, shall be measured from the time the vehicles enter the Treatment Site until it exits and shall include all time taken to issue receipts, weighing, tip, weigh out and wheel wash.

2. Collection and Haulage Services

- 2.1 Contract Waste collected by the Council's kerbside weekly service will require a Contractor collection. Food Waste is taken to the following Depot:

- 2.1.1 Bath & North East Somerset Council Recycling Depot, Unit 4, Ashmead Trading Estate, Keynsham, BS31 1SX. This facility currently bulks the recycling collected from homes within the district, including all Food Waste.
- 2.1.2 Bidders should note that the Council is seeking to relocate its entire transfer station operation to a new facility at the following address: Pixash Depot, Pixash Lane, Keynsham, BS31 1TP during the term of this Contract. Collections will be required from this location once operational.
- 2.2 The Depot is open Monday to Friday 07.00 to 15.00 hours, except the following Bank Holidays, 25th, 26th December and 1st January. To limit disruption on site and ensure clear access to the containers is available, the Contractor will be required to arrange for collection of Contract Waste during the hours of 7am – 9am Monday to Saturday.
- 2.3 The Contractor will comply with the Depot Site Rules and ensure that their vehicles arrive, collect the Contract Waste and depart so as to ensure that all Contract Waste has been transported away from the Depot within twenty-four hours of being brought in by the kerbside collection vehicles, ensuring that Contract Waste shall be collected as regularly as necessary to prevent overspill. The exception to this being Saturday collections, which are only required over the Christmas bank holiday period.
- 2.4 In the event of the Council or its agent notifying the Contractor of a container that requires emptying, the Contractor shall respond within 24 hours from receipt of the notifying telephone call by delivering an empty replacement container before removing a full container.
- 2.5 The Contractor shall clean up carefully and dispose of any material resulting from any spillage arising from the collection of the containers.
- 2.6 The Contractor shall arrange for the loading of Contract Waste into the Contractor vehicles. No labour, machinery or craneage can be made available to assist the Contractor in the movement of Contract Waste. The Contractor must accept and collect the whole container(s) of the Contract Waste for which his tender has been accepted. Contract Waste shall be removed by the Contractor at his own expense and risk.
- 2.7 The Council and their agents reserve the right to move containers supplied around the Depot at any time, if required.
- 2.8 All vehicles and equipment used in the provision of the Service shall be suitable and maintained in a safe and roadworthy condition and meet all legal requirements.
- 2.9 The Nominated Officer and the Contractor should ensure that any vehicle collecting Contract Waste under this Contract possesses a written authorisation in the form of a weight ticket or a delivery note bearing the vehicle registration number and signed by an authorised person.

- 2.10 Subject to Part 1 (Delivery of Services), paragraph 6 (Contaminants), on collection all Contract Waste shall be deemed to be the property of, and held at the entire responsibility of, the Contractor and the Council will have no claim over any such Contract Waste.
- 2.11 The Contractor must ensure that it or any Subcontractor or other person involved is a registered carrier under the Controlled Waste (Registration of Carriers and Seizure of Vehicles) Regulations. The Contractor will be responsible for all Contract Waste whilst in transit.
- 2.12 Please note the Council reserves the right to change the location of Depot and will provide the Contractor with prior written notice of such change. Bidders should note that there is a planned change to the Depot detailed in paragraph 2.1.1 in this Part 2 (Operations and Management). If the location of the Depot is due to change to a location not listed in paragraph 2.1, it shall be considered a Variation in accordance with clause 3 (Variations to the Service) of Volume 2 (Contract) of the ITT.

3. Haulage Containers

- 3.1 The Contractor shall be required to purchase the Haulage Containers as specified in Appendix 1 of Volume 3 (Specification). The Contractor shall own and be responsible for the maintenance and replacement of the Haulage Containers, paying particular attention to the seals to ensure that no leakage occurs and scavenger access is prevented.
- 3.2 The Haulage Containers will be used for the sole use of storage of the Council's Contract Waste at the Depot and onward haulage to the Treatment Site for the Term of the Contract. The Council shall be informed of any replacement container to be provided by the Contractor under the Contract and the Council shall approve the specification of such container before allowing it to be placed at the Depot. Haulage Containers and replacement containers shall be maintained in a good condition by the Contractor.
- 3.3 The Council currently has five containers allocated with the incumbent contractor to undertake the Haulage Services with current tonnage volumes. The Depot has capacity to store a maximum of three containers on site at any time and they are to be replaced on a like for like basis following collection. An additional fifth container is required to be made available and stored with the Contractor as a spare.
- 3.4 The Contractor will be responsible for ensuring the appropriate number of Haulage Containers are made available to meet the fluctuating demand of the Contract Waste for the duration of the Contract.

4. Weighing and Reporting

- 4.1 For each load of Contract Waste delivered by the Council, its Representatives, or via the Contractor's haulage arrangements, to the Treatment Site during the Term, the Contractor shall:

- 4.1.1 Establish the gross weight in tonnes of the delivery vehicle upon arrival at the Treatment Site;
- 4.1.2 Direct, as necessary, and assist drivers in the operation of unloading Contract Waste;
- 4.1.3 Establish the tare weight in tonnes of the delivery vehicles once unloaded upon its exit from the Treatment Site;
- 4.1.4 Provide a weighbridge ticket to the delivery vehicle driver, to be signed by the delivery vehicle driver and the Contractor's weighbridge operator, showing:
 - (a) The registration number of the delivery vehicle;
 - (b) The date and time of the relevant delivery;
 - (c) The gross entire weight in tonnes of the vehicle making the delivery;
 - (d) The weight in tonnes of the Contract Waste delivered (being the difference between the gross and entire weight of the delivery vehicles);
 - (e) The type of Contract Waste delivered and the applicable European Waste Catalogue number.

5. Monthly summary

- 5.1 The Contractor shall provide to the Council on a monthly basis, within 5 Business Days of the end of the month, the following information for the preceding month:
 - 5.1.1. The total amount of Contract Waste received at the Treatment Site;
 - 5.1.2 Details of each load of Contract Waste received including:
 - (a) the registration number of the collection vehicle;
 - (b) the date and time of the delivery;
 - (c) the gross and tare weights in tonnes of the vehicle making the delivery; and
 - (d) waste transfer notes reference numbers and European Catalogue Number
- 5.2 The amounts (if any) of Contaminants or Prohibited Materials delivered to the Treatment Site and how such loads were handled by the Contractor, including (if applicable) a breakdown of the cost incurred by the Contractor in disposing

of such waste(s) and details including the site licence number of the final destination of the Contaminated Load;

5.3 Details of Contract Waste, which has undergone Treatment;

5.3.1 Details of Process Outputs diverted from landfill and any residues disposed of to landfill in a format the Council can use for WasteDataFlow auditing purposes; and

5.3.2 Such other information as the Council may reasonably require from time to time.

5.4 The monthly report(s) shall be provided in an electronic format to be agreed, hard copies of this information and copies of the waste transfer notes may be required upon request.

5.5 The information provided under this paragraph will form the basis of all payments by the Council for receipt in handling Contract Waste under clause 13 (Payment Provisions) in the Contract.

5.6 The Contractor will also be required to include information agreed in paragraph 7 (Climate Change) of Part 3 (Monitoring and Added Value of this Specification).

6. Certificate Payments and Maintenance Waste Records

6.1 The Council should pay only for that amount of Contract Waste, which the Contractor verifies, to the satisfaction of the Authorised Officer, has been disposed of at the Treatment Site.

6.2 In relation to the Contract, the Council shall permit the Authorised Officer and the Council's Representatives access at all times to the Contract Waste records of the Contractor relating to the Contract.

6.3 The Contractor shall operate a system of identification of Contract Waste by type, amount and frequency.

6.4 The Contractor shall be required to use regulated weighbridges at the Treatment Site to ensure that all the Council's vehicles are weighed, and computerised weight dockets issued. The Council will only make payment against such dockets.

6.5 The Contractor is required to operate a system of vehicle identification to distinguish Contract Waste for which the Council is liable to pay for under this Contract, from waste delivered by other agents.

7. Site Incidents & Operating Incidents

7.1 The Contractor shall follow the procedure set out in the Service Delivery Plan to deal with any reported accidents that occurred to vehicles while on the Treatment Site(s) so a clear audit line can be established.

- 7.2 The Contractor shall set up an Incident Book for persons delivering waste at the Treatment Site(s) to the satisfaction of the Authorised Officer and shall make the same available for inspection at any time during the Term.
- 7.3 In the event of an accident the Contractor shall ensure that the following details are recorded:
- 7.2.1 Location of accident;
 - 7.2.2 Name and address of people and property involved in the accident;
 - 7.2.3 Insurance information where applicable;
 - 7.2.4 Details of the extent of injury and all damage to property/person;
 - 7.2.5 Names and addresses of any witnesses;
 - 7.2.6 Details of all vehicles involved in the accident including the registration number and driver details;
 - 7.2.7 Details of any police involvement and/or reports submitted to insurance companies and/or to the Health and Safety Executive.
- 7.3 The Contractor shall ensure that all accidents involving Contract Waste or any other materials delivered by the Council or its Representatives to the Treatment Site(s) are reported to the Authorised Officer as soon as reasonably practicable.
- 7.4 The Contractor shall fully understand the statutory duties of the Council as a Waste Disposal and Waste Collection Authority. The Contractor shall note that all waste regulation requirements in relation to this Contract relate to the Environment Agency. The region of the Environment Agency would depend upon the location of the Treatment Site(s).
- 8. Environment Agency**
- 8.1 Copies of all Environment Agency inspection reports on the Treatment Site(s) must be provided to the Authorised Officer immediately upon receipt.
- 9. Monitoring**
- 9.1 The Contractor is required to self-monitor the performance of the Service in accordance to ensure the standards set out in their Service Delivery Plan are maintained.
- 10. Business Continuity Plans**
- 10.1 The Contractor shall ensure that adequate contingency plans are in place for the Term of the Contract. Should the Treatment Site cease wholly or partially to function or be available for any reason, The Contractor will continue to accept and Treat the Authorities waste at the contract rates throughout the duration of the contingency arrangements.

- 10.2 Where the Contractor's Delivery Point is unavailable, the Contractor will be responsible for providing an alternate Delivery Point, and to reimburse any additional reasonable costs incurred by the Authorities in delivering their waste to the alternate Delivery Point.
- 10.3 The Contractor is to include in its Service Delivery Plan full details of its contingency arrangements.

PART 3: MONITORING & ADDED VALUE

1. Customer Care

- 1.1 The Contractor shall ensure that it has an effective communications system in place, to communicate with its Staff, the Council and any other stakeholders. The Contractor's Manager or their authorised deputy shall be available for contact by the Council at all times.
- 1.2 All reports provided to the Council shall be in a format agreed by the Authorised Officer.
- 1.3 The Contractor will be required to host visits, give talks, and provide shareable media explaining the Treatment Site to interested parties identified by the Council, this may include Elected Members, school and community groups.

2. Contractor's Manager

- 2.1 The Contractor will provide a Contract Manager for the Term of the Contract. The Contract Manager, or nominated deputy, shall be available to the Council at all reasonable times.
- 2.2 Where the Contractor's Manager is absent or unavailable for any reason the suitably authorised representative of the Contractor shall act in his or her place.
- 2.3 Where the Contractor's Manager is due to be absent for more than 5 consecutive Business Days, the Contractor shall inform the Council of the name and contact details of an appropriate replacement.

3. Staffing and Resources

- 3.1 The Contractor will ensure that all Staff employed in connection with the operation of the Treatment Site, plant operators, drivers and sub-contractors, are suitably skilled and competent in their professions, trades and calling and in the use of their equipment having particular regard to the hazards inherent in waste handling machinery. They shall be in possession of the applicable statutory or other approved training certificates as evidence of this competence.
- 3.2 The Contractor shall employ sufficient Staff to ensure the Services are provided at all times and in all respects. The Contractor shall ensure that a sufficient reserve of Staff is available to meet all obligations during holidays and absences. The Contractor shall ensure that all aspects of the operation of the Treatment Site are supervised by sufficient numbers of persons who have adequate knowledge for the satisfactory and safe performance of the Treatment Site in accordance with the Contract and with regard to the activities which are carried out at the Treatment Site and to the nature of persons occupying the Facility.

- 3.3 The Contractor shall provide the Council with any information in respect of employee or employment information in relation to Staff, as requested.
- 3.4 The Contractor shall develop and maintain an appropriate and up-to-date induction programme for all Staff and the Contractor shall ensure all new Staff involved in the Service delivery undertake the induction programme prior to their commencement of work on the Treatment Site.

4 Health & Safety

- 4.1 The Contractor must take full note of the requirements of health and safety at work laws in the United Kingdom and incorporate these into all systems design and operational procedures for the provision of the Service. The Contractor shall take particular account of the Health and Safety at Work, etc, Act 1974 (as amended) and all other applicable regulations. The Contractor and its Staff shall adopt safe construction and working practices as laid down in current and future Laws and working rules that apply to its activities under the Contract.
- 4.2 The Treatment Site shall be designed so that in their layout, and plant and equipment used, they aim to give the highest standard of health and safety to Staff and other users of the Treatment Site. In particular, the Contractor must appropriately maintain all plant, equipment, Treatment Site and operating systems (including traffic control).
- 4.3 The Contractor shall provide and maintain adequate measures in relation to fire prevention/procedures commensurate with the requirements of the Fire Regulatory Reform Order 2005 and related legislation.
- 4.4 The Contractor shall make suitable first aid provision as determined by risk assessment commensurate with Health and Safety (First Aid) Regulations 1981. The provision will be made available to Council staff and visiting public requiring treatment following an incident on the premises.
- 4.5 A copy of the Site Rules must be included with the Service Delivery Plan; and must be prominently displayed at the site; and copies given to all employees and visitors. The Council's Depot Site Rules will be shared with the Contractor, and its hauliers will be required to comply with them.
- 4.6 The Contractor shall provide personal protective equipment ("PPE") and ensure that PPE is utilised in accordance with the Personal Protective Equipment at Work Regulations 1992 (as amended).
- 4.7 The Contractor shall arrange for health and safety inspections of the Facility, all areas and equipment used in the provision of the Service. These shall be carried out by a competent person every 12 months as a minimum. Copies of the Inspection Reports shall be provided to the Council within 7 Business Days of their receipt prior to a joint health and safety meeting.
- 4.8 The Contractor shall maintain appropriate Health and Safety Training Records for its Staff to demonstrate ongoing competence and legal

compliance. These records are to be open for inspection by the Council within 5 Business Days of a written request. Copies of these records shall be provided to the Council by the Contractor on request.

- 4.9 The Contractor will be required to ensure the Council's staff are appropriately inducted into using the site and the Site Rules. Furthermore, the Contractor shall ensure that the Council's staff shall be granted access to the Treatment Site at all reasonable times.
- 4.10 The Contractor shall inform the Council of every major injury or dangerous occurrence as specified in RIDDOR by the quickest practicable means. Any accident involving a member of the public must be appropriately investigated and reported to the Council as necessary. In addition, the Contractor shall provide a monthly Health and Safety Report for submission prior to each liaison meeting and shall include all details of health and safety issues arising.
- 4.11 The Contractor shall be responsible for carrying out all risk assessments and, where necessary, develop safe working procedures for implementing all health and safety recommendations in the delivery of the Service. Copies of all such documentation shall be provided as part of the Service Delivery Plan by the Contractor and any amendments shall need to be submitted to the Council within 15 Business Days of re-assessment.

5 Environmental Control Plan

- 5.1 The Contractor shall develop and maintain an Environmental Control Plan included in the relevant SDP. The Contractor will be required to review and update this plan on an annual basis and all changes to be agreed with the Council.
- 5.2 The Environmental Control Plan shall include all procedures and actions required by the Contractor to:
 - 5.2.1 Minimise the environmental impacts of receiving, treating, transporting and disposing of Contract Waste including but not limited to the impacts from:
 - (a) Light;
 - (b) Noise;
 - (c) Vermin and other pests;
 - (d) Litter;
 - (e) Graffiti;
 - (f) Flies;
 - (g) Dust;

(h) Emissions;

(i) Odour; and

(j) Traffic.

5.2.2 meet the environmental conditions contained or referred to within the Necessary Consents;

5.2.3 meet and comply with all Laws and Good Industry Practice; and

5.2.4 where practical, minimise the amenity impacts on the local population,

5.3 The Contractor shall comply with the latest version of the Environmental Control Plan.

5.4 The Contractor shall implement at its own cost the amendments to the Environmental Control Plan including for the avoidance of doubt all changes required to the Treatment Site and the Services.

5.5 The Contractor shall remove from the Treatment Site and transport all Contract Waste in accordance with the relevant SDP.

5.6 The Contractor shall store Contract Waste in designated on-site storage facilities.

6 Continuous Improvement

6.1 The Contractor shall comply with requests for information, data or other assistance to enable the Authority to undertake and comply with its obligations as a Best Value Authority in relation to the Council's waste operations and the Council's waste strategy. The work involved in assisting the Authority to produce these reports shall use information that is readily available to the Contractor and shall be provided within ten (10) Business Days of receiving the request.

6.2 The Contractor shall review their operational practices and processes to identify ways to improve the efficiency of the Service and, where reasonably practical and economically advantageous to do so, shall implement updated practices and procedures. The Contractor shall report such identified and prepared improvements at the annual liaison meeting.

7 Climate Change

7.1 The Contractor will also be required to report on the Greenhouse Gas Emissions associated with the services carried out as part of this Contract. This information required will likely include but not be limited to, Scope 1 (Direct Emissions) as defined by the Greenhouse Gas Protocol and referenced by DEFRA . The information required and format of the report will be agreed with the Contractor.

8. Social Value

8.1 The Contractor shall seek to make improvements to the economic, social and environmental well-being within Bath & North East Somerset, through the delivery of this Contract. Such improvements could involve:

- 8.1.1 Increased employment opportunities for residents, those most removed from the labour market, or young people
- 8.1.2 Increased use of local supply chains
- 8.1.3 Reducing environmental impacts through greening its collection infrastructure and helping the Council to do the same.
- 8.1.4 Stronger local voluntary/community sector support
- 8.1.5 Provision of educational and promotion opportunities to tackle Food Waste.
- 8.1.6 Provide of suitable liners to our residents to help encourage further capture rates of unavoidable Food Waste.

Appendix 1 – Haulage Containers

The Council requires the Contractor to provide and maintain Haulage Containers of similar specification to the below:

ROLL ON-OFF CONTAINER WITH SHEETING SYSTEM

- Chassis & “A Frame” etc. to C.H.E.M. Standard
- Floor – 5/6mm
- Sides -5mm
- Head & Backboards 4.5mm M.S. Plate
- Top rails – 150 x 75mm Heavy P.F.C.
- Middle horizontal rails - 300 x 100 x 6mm M.S. Plate
- Heavy duty steel wheels c/w grease ports
- Rope ties, hooks & Front ladder system etc
- D Section heavy rubber door seals
- Door locked by ratchet tensioner
- Fully integrated easy sheet system to securely cover
- Double-ended Straps
- Finish – Zinc Phosphate Undercoat & Enamel top coats