**SECTION TWO: SPECIFICATION LOT 1 – KERBSIDE COLLECTED RESIDUAL WASTE**

1. **Description of the Service**
   1. The Contractor shall be responsible for providing the following Services:
      1. Provision, management, operation and maintenance of an appropriated permitted Delivery Point for the acceptance and final disposal of a range of Kerbside Collected Non-Hazardous Residual Waste (“KCNHRW”); and,
      2. Acceptance at the Delivery Point of waste as described in paragraph 1.2 of this Specification, and its subsequent transport, treatment, recovery, recycling or final disposal.
   2. The types of waste (“Waste”) to be accepted under this Dynamic Purchasing System (“DPS”) are:
      1. Domestic residual waste or mixed municipal waste;
      2. Commercial & industrial waste collected from local businesses;
      3. Domestic and commercial industrial waste from the HWRCs; and
      4. Any other waste as determined by the Company.
   3. All Waste as described in paragraphs 1.2.1 to 1.2.4 shall not be ‘over size’ or ‘bulky’.
   4. Any Waste to be delivered under paragraph 1.2.4 above, shall be subject to a review of the gate fee for this material only.
   5. The Contractor shall deliver the Services in accordance with the submitted service delivery plan (“Service Delivery Plan”) detailing the Contractor’s proposals for delivery for each aspect of the Service.
2. **Health & Safety**
   1. Access to the Contractor’s welfare facilities will be required for all persons delivering Waste to the site as part of this DPS.
   2. The Contractor shall ensure that a copy of the site rules and conditions is prominently displayed at the Delivery Point; and that all employees and visitors are made aware of them.
   3. In provision of the Service the Contractor shall comply with the requirements of the Health & Safety at Work etc. Act 1974 (and any amendment or re-enactment thereof) and all relevant legislation.
   4. The Contractor shall take all measures as are necessary to ensure safety, health and welfare of all persons at work or using the facility.
   5. At any time, the Contractor shall ensure provision of safe premises, access and egress, plant and substances in the premises or provided for use.
   6. The Contractor shall notify the Company of any changes of contact details for the nominated people within their organisation responsible for Health & Safety matters.
   7. The Contractor shall at all times ensure that its own health and safety policy and procedures are adhered to and take into account any existing and future guidance from the Health and Safety Executive (HSE) (or other similar body) relating to the safe acceptance, storage or transport of waste.
   8. The Contractor shall ensure provision of safe plant and equipment and ensure that work equipment is suitable for the purpose for which it is to be used or provided. Work equipment shall be used only for operations for which it is suitable. Work equipment shall be maintained in an efficient state, in efficient working order and in good repair. Where any equipment has or requires a maintenance log it shall be maintained.
   9. The Contractor shall review its health and safety policy, safety procedures and risk assessments as requested by the Company and on a periodic basis no greater than every twelve months. The Company Representative reserves the right to comment upon such health and safety policy, safety procedures and risk assessments as it feels appropriate and request a review at any stage.
   10. The Contractor shall ensure risk assessments and controls are applied to any present or future activities relating to the Service. The Contractor shall confirm when its risk assessments have been reviewed and shall supply to Company with copies of any new or modified risk assessments and safety procedures which relate to the Service.
   11. The Contractor shall at all times ensure provision of safety information, instruction, training and supervision. The Contractor shall ensure that all members of staff have the appropriate level of health and safety training to enable them to safely provide the Service.
   12. The Contractor shall implement a demonstrable incident reporting system, the system should facilitate the recording, investigation of incidents and near misses, and include preventative measures, review and agreed action taken.
   13. The Contractor shall maintain an accident book and shall record details of any incidents or accidents involving injury to any persons. The accident book will be available for inspection at all times by the Company Representative.
   14. The Contractor shall report to the Company Representative as soon as practicable any RIDDOR reportable incidents involving the provision of this Service. If required by the Company Representative, the Contractor shall submit within 21 days after the incident a full incident investigation report; including measures taken to prevent any re-occurrence of the incident.
   15. The Contractor shall maintain a first aid point equipped with appropriate first aid equipment and displaying the name of the appointed person in charge of first aid or a qualified first aider. As a minimum standard the Contractor shall ensure at all times availability of a first aid box and an appointed person to take charge of first aid requirements.
   16. The Contractor shall demonstrate an active monitoring of safety in the provision of the Service; this shall include the completion of daily check lists of safety provisions at each Delivery Point.
   17. The Contractor shall undertake the duties of Responsible Persons as set out in the Regulatory Reform (Fire Safety) Order 2005, including undertaking Fire Risk Assessments at each facility. The Contractor shall provide and maintain an emergency action plan for each centre, emergency instruction shall be made available at all times.
   18. The Contractor shall investigate and rectify all health and safety issues identified by the Company. The Contractor shall agree with the Company an action plan to address these issues including a timescale.
3. **Waste Quantities & Ownership**
   1. The Company gives no guarantee or warranty of tonnages arising over the Term. Approximate tonnages to be delivered will be confirmed in the award criteria as set out in the further competition documents.
   2. All Waste delivered to a Delivery Point shall be deemed to be the property of the Contractor after the person delivering the Waste has discharged to Waste from the delivery vehicle.
4. **Waste Acceptance**
   1. For the purposes of the DPS a delivery point is the point of interface between the Company (or its agents, parties, customers or partners), and the Contractor for the handover of Waste (“Delivery Point”). The Contractor’s proposed facilities may themselves by treatment or disposal facilities. In the event that a Contractor uses its own transfer station the Contractor shall be responsible for the costs of transporting Waste from Delivery Points to their treatment or disposal facilities.
   2. The Contractor shall use a Delivery Point that is in its own control. Where the Delivery Point is not in its own control, a contractual arrangement shall continue to exist throughout the Term and evidence of that contractor arrangement shall be provided to the Company upon request.
   3. Waste may be delivered to the Delivery Point by the Company, related parties, partners, agents, customers or bulk haulage contractors. The Delivery Point shall therefore accommodate a range of vehicles including but not limited to, vans, road sweepers, refuse collection vehicle, fixed body hook-lifts and rigid and articulated HGVs.
   4. The Contractor shall provide facilities for the acceptance of Waste as set out in the Service Delivery Plan. Such facilities shall be compatible with the vehicle types, quantities and types of waste delivered by the Company, its related parties, partners, agents customers or bulk haulage contractors.
   5. The turnaround times for vehicles delivering waste at the Delivery Point shall not exceed 30 minutes. This time includes time spent queuing from the entrance of the Delivery Point before reaching the inbound weighbridge and ends when the vehicle exits the outbound weighbridge.
   6. Delays cause by incident which are directly attributed to the vehicle or actions of the driver of any vehicle delivery waste (for example vehicle breakdowns or failure to follow instructions) shall be excluded from the provisions of paragraph 4.5.
   7. The Contractor shall provide a weighbridge controlled entrance for the purpose of establishing actual net weights of waste delivered to the Delivery Point and shall be understood as being “in use for trade”. The design and operation of the weighbridge shall be subject to the requirements of the Weights and Measures Act 1985 and as such the weighbridge shall be stamped and verified. The weighbridge shall be maintained in calibration and subject to routine inspection and calibration at the Contractor’s own expense. A copy of the calibration certificate shall be available for inspection at the Delivery point.
   8. The Contractor shall ensure that all vehicles delivering waste are weighed in and out of the Delivery Point. Stored tare weights shall only be used in emergencies and when prior notification has been sent to the Company.
   9. Any weighbridge not meeting the requirements of the Weights and Measures Act 1985 for being “in use for trade” or not generating weighbridge tickets automatically at the time of weighing shall not be used by either the Contractor or the Company for the purpose of establishing net weights of waste and shall be deemed not to be available.
   10. The Contractor shall be responsible for monitoring deliveries for compliance with the permitted waste types.
   11. Any load that is considered by the Contractor not to meet the permitted Waste type specifications shall be segregated and the Company Representative informed. The load shall be held for a period of 48 hours commencing at the time that the Company Representative is informed to allow the Contractor and the Company Representative to make arrangements to view the load and agree upon an appropriate course of action.
5. **Access**
   1. The Contractor shall ensure that reasonable and safe access is provided for all vehicles between the public highway and tipping / discharge point.
   2. With the exception of landfill sites, the Contractor shall ensure that all site access roads are fully engineered and surfaces will be constructed of either concrete or tarmac.
   3. The Contractor shall ensure that all access roads used by vehicles delivering waste are clear of debris which may cause damage.
   4. The Contractor shall ensure that all pedestrian access walkaways throughout the site are kept clear of debris to prevent injury.
   5. The Contractor shall ensure that a vehicle cleaning facility is available at all times with the minimum manual input and is maintained to a standard that it effectively removes any mud and/or debris that may have accumulated whilst the vehicle has been on site.
   6. The Contractor shall be liable for all damage to vehicles delivering waste to the Delivery Point save in the event of a negligent act by the driver or other persons in the vehicle.
   7. Where the proposed Delivery Point(s) is a landfill, the Contractor shall ensure that all internal access roads within the site are maintained in a suitable all-weather condition to allow all vehicles delivering Waste to reach the point of discharge. The road shall be constructed of suitable hard material and maintained to ensure that no rutting occurs of depth greater than 10cm. The road surface shall be clean from loose debris and protrusions and have a suitable camber as to provide adequate drainage without preventing access to vehicles with a low ground clearance for example street sweepers and collection vehicles.
6. **Contingency Plan**
   1. For each Delivery Point the Contractor shall prepare a contingency plan detailing the Contractor’s arrangements to prevent disruption to the Service by severe weather conditions including, but not limited to, strong winds, fog, heavy rain, ice and snow.
   2. The contingency plan shall also provide details of alternative Delivery Point(s) if this forms part of the contingency measures.
   3. A copy of the contingency plan shall be supplied to the Company as part of the Request to Participate; this shall be reviewed and amended as necessary on an annual basis.
   4. If any Delivery Point is closed for the acceptance of Waste, the Contractor shall provide an alternative Delivery Point and meet the additional costs incurred by the Company in transporting Waste to the alternative Delivery Point(s). These costs will include, but will not be limited to, any overtime payments incurred, the provision of additional vehicles, additional fuel costs and additional disposal costs.
   5. The Company reserves the right to withdraw deliveries to any Delivery Point provided as a contingency if the use of the facility is judged to have a detrimental effect on the efficiency of the Company and/or its customers.
   6. In such circumstances as described in paragraph 6.4 above, any additional cost of the alternative Service provision, including landfill tax if required, will be fully met by the Contractor.
   7. In the event of a Contractor wishing to temporarily close a Delivery Point, the Contractor shall notify the Company of his wish to close this Delivery Point a minimum of two hours before the closure and advise when the Delivery Point shall reopen.
7. **Provision of Information**
   1. The Contractor shall submit electronically to the Company with each weekly invoice, a computerised return (to an email address as the Company may from time to time specify) detailing, for each weighbridge ticket and for each vehicle delivering material to the Delivery Point, the following information:
8. Origin of the waste
9. Delivery Point name
10. Disposal Contractor name
11. Unique reference number for each load or part load
12. Date
13. Time of arrival and departure
14. Vehicle registration number
15. Haulier’s employee’s name
16. Description of waste type
17. EWC (European Waste Catalogue) number
18. Gross, tare and net weights
    1. The information above shall be provided in an excel spreadsheet in addition to PDF copies of each weighbridge ticket. At all times the Contractor shall use a series of standardised references for the Delivery Point name, Waste type, origin etc.
    2. Within two calendar months of the end of each quarter, the Contractor shall supply all information necessary to enable the statutory data returns to be made to WasteDataFlow or any successor reporting system.
19. **Data Recording**
    1. The Contractor shall record and maintain an auditable trail for each load of Waste from acceptance to disposal.
20. **Performance & Monitoring**
    1. The Company will monitor compliance and evaluate the performance of the Contractor against all aspects of the DPS and Call Off Contracts over the Term through routine inspection, auditing and review of feedback. The Contractor shall co-operate with the compliance monitoring processes, demonstrating the systems in place to achieve compliance with requirements within this Specification, the Service Delivery Plan, the Dynamic Purchasing System Agreement, the Call Off Contract, the submitted Request to Participate and current best practices. Records of inspections, audit outcomes, record non-compliances, required corrective actions and associated timescales will be provided by the Company.
    2. The Company will monitor the most significant aspects of Contractor performance through the use of Key Performance Indicators (“KPIs”). The KPIs that are to be used are described in the table below.

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| KPI | Description | Target |
| KPI 1 | Turnaround times of no more than 30 minutes | 93% compliance |
| KPI 2 | Access roads to be free of defects as per the Specification | 97% compliance |
| KPI 3 | Weighbridge to be fully calibrated and available | 100% compliance |
| KPI 4 | Availability of welfare facilities | 100% compliance |
| KPI 5 | Timely reporting of RIDDOR incidents as per the Specification | 100% compliance |

* 1. The Contractor shall be responsible for monitoring, accurate recording and reporting their own compliance with the above KPIs as detailed in Clause xx of the Call Off Contract Conditions.
  2. The Company shall manage failures to deliver the Service using the default provisions in Clause xx of the Call Off Contract Conditions.