# SPECIFICATION

* 1. **DESCRIPTION OF THE SERVICE**

# The Contractor shall provide a Delivery Point(s) and shall receive, keep, recycle, treat and where necessary, dispose of Sweepings delivered to the Delivery Point (s).

# The Contractor shall provide all resources and support services necessary for the receiving, keeping, recycling, treating or disposal of the Sweepings in accordance with the terms and conditions of the Contract.

# 2.1.3 The Contractor shall minimise disruption to users of the service during the repair, maintenance, construction or development of the Delivery Point(s).

2.1.4 The Contractor shall provide the Delivery Point(s) and deliver the service in accordance with the submitted Service Delivery Plan which details the Contractor’s proposals for the delivery of the service.

2.1.5 The Contractor shall be responsible for ensuring the Delivery Point(s) have the required planning permission and hold the relevant environmental permit prior to any Sweepings being delivered into the site.

2.1.6 The Contractor shall be responsible for maintaining the environmental permit and ensuring the Delivery Point complies with its permit and planning conditions.

**2.2 WASTE QUANTITIES AND OWNERSHIP**

2.2.1 The Company gives no guarantee or warranty as to the amount of tonnages arising over the term of the Dynamic Purchasing System.

2.2.2 All Sweepings delivered to a Delivery Point shall be deemed to be the property of the Contract after the person delivering the Sweepings has discharged the Sweepings from the delivery vehicle and it has been inspected and accepted by the Contractor.

**2.3 WASTE ACCEPTANCE**

2.3.1 The Contractor’s proposed facilities may be recycling, transfer, treatment or disposal facilities.

2.3.2 The Contractor shall endeavour to use a Delivery Point that is in its own control. Where the Delivery Point is not in its own control, the Contractor shall ensure a contractual arrangement with the third party operator shall continue to exist throughout the term of the Dynamic Purchasing System and evidence of that contractual arrangement shall be provided to the Company upon request and on any occasion that it is varied.

2.3.3 The Delivery Point(s) shall accommodate a range of vehicles including, but not limited to, vans, road sweepers, refuse collection vehicles, fixed body hook-lifts, tippers and rigid and articulated HGVs.

2.3.4 Sweepings may be delivered to the Delivery Point by the Company, agents or directly by the WCAs. The Contractor shall accept the Sweepings ensuring that the organisation delivering the Sweepings complies with the Delivery Point’s procedures and health and safety requirements.

2.3.5 The Company may require that the Contractor collects the Sweepings from one of the Company’s own facilities. This will only be requested where the Contractor has indicated it is able to provide this additional service.

2.3.6 The turnaround times for vehicles delivering Sweepings 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.

2.3.7 Delays caused by incidents which are directly attributed to the vehicle or actions of the driver of any vehicle delivering Sweepings (for example vehicle breakdowns, washing vehicles whilst on site, or failure to follow instructions) shall be excluded from the provision of paragraph 2.3.6.

2.3.8 The Contractor shall provide a weighbridge controlled entrance at each Delivery Point for the purpose of establishing actual net weights of Sweepings 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 each Delivery Point and the weighbridge may be subject to inspection by the Company during the Delivery Points opening hours.

2.3.9 The Contractor shall ensure that all vehicles delivering Sweepings 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.

2.3.10 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 the Contractor for the purpose of establishing net weights of Sweepings and shall be deemed not to be available.

2.3.11 The Contractor shall be responsible for monitoring deliveries for compliance with the permitted waste types.

2.3.12 Any load that is considered by the Contractor not to meet the permitted waste type specifications shall be segregated and the Company informed. The load shall be held for a period of 72 hours commencing at the time that the Company is informed to allow the Contractor and the Company to make arrangements to view the load and agree upon an appropriate course of action.

**2.4 ACCESS**

2.4.1 The Contractor shall ensure that reasonable and safe access is provided for all vehicles between the public highway and tipping / discharge point.

2.4.2 The Contractor shall ensure that all access roads used by vehicles delivering waste are clear of debris to prevent injury.

2.4.3 The Contractor shall ensure that all pedestrian access walkways throughout the Delivery Point are kept clear of debris to prevent injury.

**2.5 HEALTH AND SAFETY**

2.5.1 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.

2.5.2 The Contractor shall at all times ensure provision of safety information, instruction, training and supervision. The Supplier shall ensure that all members of staff have the appropriate level of health and safety training to enable them to safely provide the service.

2.5.3 The Contractor shall at all times ensure that it adheres to all elements of the Health & Safety at Work etc Act 1974.

2.5.4 At all times, the Contractor shall ensure provision of safe premises, access and egress, plant and substances in the premises or provided for use.

2.5.5 The Contractor shall ensure risk assessments and controls are applied to any present or future activities relating to the Service. The Contractors shall confirm when its risk assessments have been reviewed and shall supply the Company with copies of any new or modified risk assessments and safety procedures which relate to the Services.

2.5.6 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.

2.5.7 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.

2.5.8 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.

2.5.9 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.

2.5.10 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.

**2.6 PROVISION OF INFORMATION**

2.6.1 The Contractor shall submit to the Company with each invoice copies of each weighbridge ticket.

2.6.2 No later than six weeks following the end of each quarter, the Contractor shall supply the Company with information regarding the onward treatment or disposal of the Sweepings.

**2.7 DATA RECORDING**

2.7.1 The Contractor shall record and maintain an auditable trail for each load of Sweepings from acceptance to treatment or disposal.

**2.8 PERFORMANCE AND MONITORING**

2.8.1 The Company will monitor compliance and evaluate the performance of the Contractor against all aspects of the Service throughout the Term through routine inspecting, auditing and review of customer feedback. The Contractor shall co-operate with compliance monitoring processes, demonstrating the systems in place to achieve compliance with requirements within this Service, the Service Delivery Plan, the terms and conditions and current best practices. Records of inspections, audit outcomes, recorded non-compliance, required corrective actions and associated timescales will be provided by the Company.

2.8.2 The Company will monitor the most significant aspect of the Contractor’s performance of the Service through the use of the KPIs set out in the table below:

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| KPI | Description | Unit of Measure |
| KPI 1 | Availability of the Delivery Point | 95% |
| KPI 2 | Availability of the contingency Delivery Point if required | 100% |
| KPI 3 | Turnaround times for vehicles discharging waste | 30 mins |
| KPI 4 | Vehicle cleaning equipment available (where required) | 95% |