

Appendix 1 - Specification - General

1. Scope

- 1.1. On 1 April 2019 Bournemouth Borough Council (BBC), Christchurch Borough Council (CBC) and Borough of Poole (BoP) were replaced by a new council named Bournemouth, Christchurch and Poole Council (BCP Council).
- 1.2. BCP Council (the Council) covers the areas of Bournemouth, Christchurch and Poole.
- 1.3. Prior to 1 April 2019 Bournemouth and Poole were operating as separate unitary authorities.
- 1.4. Prior to 1 April 2019 Christchurch waste services were part of an organisation led by Dorset County Council, known as Dorset Waste Partnership (DWP).
- 1.5. From 1 April 2019 to 31 March 2020 Christchurch waste services were operated by Dorset Council. Responsibility for Christchurch waste services transferred to BCP Council on 1 April 2020.
- 1.6. Due to the arrangements of the previous councils there is a long-term contract with a third party which runs until 2027 for the collection and disposal of residual waste from Poole.
- 1.7. Residual waste collected from Poole is directly delivered by refuse collection vehicles to the Nuffield Transfer Station, Poole. There is no further capacity for residual waste from Bournemouth and or Christchurch to be managed at this site.
- 1.8. Residual waste collected from Bournemouth and Christchurch is directly delivered by refuse collection vehicles to the third-party treatment / disposal facilities as the Council currently has no transfer station capacity in these areas.
- 1.9. The long-term contract with the third party also covers residual bulky waste disposal from the HRCs at Nuffield (Poole) and Millhams (Bournemouth). These waste streams are out of scope for the duration of this contract.
- 1.10. All waste streams from the HRC at Wilverley Road (Christchurch) are part of a contract with a separate third party. These waste streams are out of scope for the duration of this contract.
- 1.11. The contract will be separated into two Lots. That is Lot 1 – Bournemouth Residual Waste and Lot 2 – Christchurch Residual Waste.
- 1.12. Bidders can bid for Lot 1 – Bournemouth Residual Waste or Lot 2 – Christchurch Residual Waste or bid for both Lots. Each lot will be evaluated individually. If a Bidder is successful on winning both Lots they will have their price per tonnage for Lot 1 – Bournemouth Residual Waste and for Lot 2 – Christchurch Residual Waste averaged out (via a weighting as per the overall

expected tonnage for each Lot) to provide a total tonnage price for both Lots. This is as outlined in the pricing schedule. A worked example is shown below:

- Lot 1 = £50 per tonne x 41,000 tonnes = £2,050,000
- Lot 2 = £55 per tonne x 7,000 tonnes = £385,000
- £2,050,000 + £385,000 = £2,435,000 / 48,000 tonnes = contract price of £50.73 per tonne

2. Contract Principles

- 2.1. The Contractor shall manage all waste in accordance with the waste hierarchy and principals of the circular economy. Further details of these government directives are shown in Appendix 3.
- 2.2. The Contractor shall comply with all reasonable verbal or written instructions issued by the Council's Representative within the timescale notified at the time the instructions are issued. If the Contractor considers an instruction to constitute a variation, the Contractor shall notify the Council before the work is carried out.
- 2.3. The Contractor shall endeavour to provide the services in a manner that will have a positive effect on BCP Council's declared climate and ecological emergency which committed the Council to be carbon neutral by 2030 and Bournemouth, Christchurch and Poole area by 2050.
- 2.4. The Contractor shall endeavour to maintain that the monthly percentage of waste going to landfill is no more than what was in the Contractor's original method statement. This forms KPI 6 of the contract (Appendix 2).

3. Key Performance Indicators (KPIs)

- 3.1. The Contractor's performance of the Services will be assessed against KPIs.
- 3.2. All KPIs will be reviewed annually by the Council and the Contractor, any additional or changes to KPIs will be agreed by both parties before the 1st September each year following the commencement date of the contract.
- 3.3. If an amendment to the KPIs results in a change to the contract then both parties shall agree and complete a variation to the contract.
- 3.4. A full list of KPIs relevant to all lots for this contract have been provided in Appendix 2 – KPIs.

4. Operational Contact

- 4.1. The Contractor shall name at least one member of staff to act as a direct contact point with the Council in case of any major fault that would prohibit the service from being carried out. Contact details should be provided that cover all normal operating times and a contact for out of hours emergencies.

- 4.2. The Contractor and the Council will provide contacts of sufficient authority to take part in regular contract review meetings at least monthly and at other times as agreed at the request of either party.

5. Location and tipping times

- 5.1. The Contractor's site will need to be located within one or more of the following postcode areas: BH1, BH2, BH3, BH4, BH5, BH6, BH7, BH8, BH9, BH10, BH11, BH12, BH13, BH14, BH15, BH16, BH17, BH18, BH21, BH22, BH23, BH24 and BH31.
- 5.2. The Contractor shall give the Council priority access and egress to/from site to ensure that Council vehicles have minimum turnaround time. If such Council priority adversely impacts Third Party waste contracts then the Contractor shall not be entitled to bring any claim against the Council for any losses that it may suffer.
- 5.3. The Contractor's site should be available for Council vehicles to tip residual waste between:
- 5.3.1. 07:30 to 16:30, Monday to Friday including bank holidays excluding Christmas Day, Boxing Day and New Year's Day;
 - 5.3.2. 07:30 to 11:30 on Saturdays; and
 - 5.3.3. 07:30 to 15:00 on at least three Saturdays either immediately preceding or following Christmas Day, Boxing Day and New Year's Day for 'catch-up' collections to be agreed each year
- 5.4. The Contractor's site can be available at other times with agreement by both parties, but the Contractor will make best endeavours to accommodate reasonable requests by the Council.

6. Site Access for Disposal

- 6.1. The Contractor shall maintain a suitable roadway between the public highway and points where the Council is required to deposit waste material. All vehicle types up to an articulated lorry size shall be able to access the roadway and tipping point, although this would normally be a refuse collection vehicle for waste from this contract. This includes a vehicle carrying its maximum legal payload.
- 6.2. The design of the Contractor's site shall be accessible all year round and through any inclement weather.
- 6.3. Where Council vehicles will be tipping the waste materials the Contractor shall ensure that the turnaround times are on a monthly average no longer than 30 minutes, although as per clause 5.2 the Council should have priority access to the Contractor's facility. This forms KPI 3 as shown in Appendix 2.

7. Contingency for Site

- 7.1. The Contractor shall have a pre-agreed contingency plan to accept all material from the Council in the event that the Contractor normal site is unavailable. This plan should not cause any unreasonable delays or cost to the Council.
- 7.2. The contingency should enable the continued disposal of residual waste by refuse collection vehicles.
- 7.3. The Contractor shall notify the Council immediately if it is required to implement its contingency plan.
- 7.4. The contingency forms a KPI for this contract (KPI 4 as detailed in Appendix 2).

8. Health and Safety

- 8.1. The Contractor when required shall provide site induction and training to Council staff utilising the Contractor's site. The induction shall include:
 - 8.1.1. provision of a copy of the Site rules;
 - 8.1.2. reporting and recording procedures on Site;
 - 8.1.3. traffic flow arrangements and speed restrictions;
 - 8.1.4. access and tipping arrangements for the different types of vehicles;
 - 8.1.5. correct use of facilities;
 - 8.1.6. specific safe unloading practices and considerations;
 - 8.1.7. accident/incident reporting procedures;
 - 8.1.8. breakdown procedures; and
 - 8.1.9. site emergency procedures.

9. Contract Monitoring and Records/Contract Management meetings

- 9.1. The Council shall with 24 hours' notice have the right to undertake spot checks of the Contractor's systems and working methods and its site to ensure compliance with the Contract and, in particular, environmental and health & safety legislation. These spot checks may be undertaken at any time during the Contract Period. This includes any assets used by the Contractor to complete all parts of the service.
- 9.2. The Contractor shall submit an end destination report detailing the location and process used for all material that is managed under the contract. Any changes to this information will be reported to the Council within 5 working days.
- 9.3. The Contractor will be required to provide records of how and where the material is processed including any further treatment if the material is transported away from the Contractor's site. The Contractor shall fulfil its own data requirements in submitting information to Waste Data Flow. The Contractor will also ensure the Council is provided with data to fulfill its requirements in the submission of information to Waste Data Flow.
- 9.4. An accurate monthly report of all waste processing and movements forms KPI 1 for this contract (as shown in Appendix 2).

- 9.5. The Contractor shall ensure that any processing of material is handled in compliance with the requirements of the Environment Agency.
- 9.6. All material shall be handled in the process described in the End Destination Report.
- 9.7. The Contractor is required upon request to make the details of documentation available to the Council to check its compliance with legislation (e.g. relevant Environment Agency permits, waste carrier's licenses etc.)
- 9.8. Any incidents or compliance issues raised by the Environment Agency, Planning Authority or other appropriate bodies which may affect the operation of this Contract will be reported within 2 working days to the Council (or immediately if urgent). The Contractor will keep the Council up to date with any developments from these issues.
- 9.9. The Contractor shall operate procedures that ensure the Council is charged only for the services delivered under this contract.

10. Weighbridge Records

- 10.1. The Contractor shall have a weighbridge at its site which meets the following criteria:
 - 10.1.1. The weighbridge meets the Non-automatic Weighing Instruments Regulations 2016;
 - 10.1.2. The Contractor will calibrate the weighbridge annually as a minimum;
 - 10.1.3. The capacity of the weighbridge will be no less than 50 tonnes;
 - 10.1.4. The procedure for weighing will be able to produce electronic records containing the information as in clause 10.2 as follows:
- 10.2. The Contractor shall provide a monthly report to the Council to include each transaction of material. Each record shall include:
 - 10.2.1. unique weigh ticket serial number;
 - 10.2.2. operator name;
 - 10.2.3. name of Site/Facility;
 - 10.2.4. type of waste, including European Waste Catalogue Code;
 - 10.2.5. the Council collection round number/origin of the waste;
 - 10.2.6. delivery vehicle registration number;
 - 10.2.7. date of delivery;
 - 10.2.8. time of entry and exit;
 - 10.2.9. gross, tare and net vehicle weight;
 - 10.2.10. unit price;
 - 10.2.11. cost per load; and
 - 10.2.12. Landfill Tax, where applicable;

11. Dealing with Objectionable Waste

- 11.1. The Council gives no guarantee or undertaking as to the composition of Contract Waste. The Contractor shall accept and make provision for potential

changes in quantity and composition of Contract Waste over the Contract Period.

- 11.2. The Contractor shall make assessments of any possible future trends for changes in materials and end process and factor this in their response.
- 11.3. Where the Contractor reasonably considers that any single load of Waste delivered to a Delivery Point pursuant to this Contract constitutes Objectionable Waste, the relevant load shall be segregated from all other Waste at the Delivery Point, reported to the Council within 1 working day and retained for inspection by the Council.

12. Exclusivity of Waste

- 12.1. This contract includes residual waste from the Bournemouth and Christchurch areas of the Council. Residual waste may increase or decrease during the course of the contract although no major changes that would cause a significant reduction to the waste volumes are currently envisaged. Changes may be due to Council or government activities and interventions. Actual tonnages and future estimates of expected tonnages will be discussed in contract meetings and any major change will be addressed through the variation procedure.