



**NORTH YORKSHIRE COUNTY COUNCIL and the  
CITY OF YORK COUNCIL**

**Waste Treatment Contract  
[OJEU Notice Ref 208874-2007]**

**Invitation to Submit Final Tender**

**Output Specification  
(as issued at ISDS)**

**Issue 1  
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## **1 INTRODUCTION**

- 1.1 This Output Specification defines the Authority's requirements for delivery of the Service. The Contractor must perform the Service in accordance with all of the requirements set out in this Output Specification and the contract documents.
- 1.2 The Contractor's response may offer any range of waste management facilities and practices provided that it can be demonstrated that they are fully capable of meeting the Authority's aims, objectives and targets. The solutions offered must also demonstrate that they will comply with any additional foreseeable legislative requirements set out in national or European laws and Directives, and especially those that are applicable to waste management activities.
- 1.3 The Contractor is free to select the system which offers Best Value and is consistent with the regions emerging Regional Spatial Strategy (RSS) and at the local level the waste policy aspects of the adopted Waste Local Plan 2006 and the emerging policies of the Local Development Framework (LDF). Most importantly the proposals should best meet the Authority's objectives within the overall constraints of providing an affordable and value for money contract. The Contractor shall deliver a flexible waste management service capable of responding to usage, technical, regulatory/environmental and economic developments within the waste management industry during the Contract Period.
- 1.4 The Output Specification refers to Service Delivery Plans that are developed by the Contractor. These set out the Contractor's detailed arrangements for the delivery of all aspects of the Service. The Service Delivery Plans have been developed during the competitive dialogue stages to a final Service Delivery Plan prior to the award of a Contract.
- 1.5 The terms and expressions used in this Output Specification shall have the meaning set out in the Glossary to the Project Agreement.

## **2 OVERALL SERVICE OBJECTIVES**

- 2.1 The overall service is for the receipt, acceptance and treatment of Contract Waste, including transfer of treatment products, residues or rejects, in an effective, efficient, economic and environmentally sustainable manner with the aim of contributing to the achievement of the Councils' JMWMS and Landfill Diversion targets.
- 2.2 The Contract will have the following objectives with regard to the management of Contract Waste:
  - Comply with the statutory obligations of the County Council and the City Council under the Environmental Protection Act and other applicable legislation e.g. WET Act duty to divert waste from landfill
  - Achieve the BMW diversion and recycling targets detailed in this specification
  - Comply with any licensing, permitting, and consent requirements placed on the Contractor in the execution of the Services

- Apply the waste management hierarchy maximising recycling of materials from the waste, before recovery of resources and energy from the waste
- Protect and improve the environment, prevent environmental pollution and control environmental impact
- Support the Councils' Joint Municipal Waste Management Strategy and achieve the JMWMS targets
- Contribute to the national recycling and MSW recovery targets in the Waste Strategy for England 2007
- Secure the provision of facilities to recover materials and energy from Contract Waste by the most appropriate methods and technologies
- Secure the optimum return on all assets utilised under the contract
- Achieve a seamless transition from the current service approach
- Utilise the Authority's available sites for Waste Treatment Facilities, unless the Contractor can identify and proposes alternative sites
- Secure markets for the sale of recyclates, recovered materials and energy
- Develop a flexible service that can accommodate changes in waste arisings and composition and respond to changes in technology and the requirements of future technology
- Provide reasonable flexibility for changes in waste practice and legislation
- Encourage and promote partnering and collaborative working arrangements between the Contractor and the County Council, City Council, the Waste Collection Authorities and the Authority's other contractors as appropriate
- Support stakeholder, public and community liaison in the management of waste in the region.

2.3 No constraints are placed on the Contractor in the provision of facilities or services to meet the performance requirements of this Contract. The Contractor may choose the facilities and services which meet the performance requirements of the Contract and provide Best Value to the Authority.

2.4 The Services shall be provided where practicable in accordance with PPS10 namely to "help secure the recovery or disposal of waste without endangering human health and without harming the environment, and enable waste to be disposed of in one of the nearest installations".

### **3 SCOPE OF THE SERVICE**

3.1 The proposed scope of this contract is for the provision of a waste treatment service for the reception, acceptance and treatment of Contract Waste and transfer of treatment outputs in accordance with the targets and service requirements set out in this Output Specification.

3.2 The Authority's key performance targets for this contract are:

- Recycle a minimum 5% of Contract Waste
- Divert a minimum 70% of Contract Waste from landfill

- Divert a minimum 80% of BMW in Contract Waste from landfill

- 3.3 This paragraph is intentionally blank. Participants are aware of developments during the dialogue and should size their facility accordingly.
- 3.4 The Contractor shall accept and manage all Contract Waste during the term of the Contract. It is for the Contractor to be satisfied that the offered Service shall cater for all Contract Waste from the described sources throughout the Contract Period.
- 3.5 The Contractor shall make allowances for future changes in waste arisings and composition and shall incorporate these factors into the facility design. All data gathered on Contract Waste composition during the operational phase by or for the Contractor shall be made available to the Authority.
- 3.6 If requested by the Authority Representative, the Contractor shall arrange for an independent body to be employed to carry out an analysis of the Contract Waste, identifying the waste by such categories as the Authority shall require.
- 3.7 It is the responsibility of the Contractor to provide a system with sufficient capacity and flexibility to manage the Contract Waste and achieve the Contract targets throughout the life of the Contract.
- 3.8 The Contract Waste will be delivered to the Contractor's Treatment Facility reception point(s) by the Authority's nominated or approved contractors. Nominated or approved waste delivery contractors will include the Authority's Front End Service Contractor(s) and Waste Collection Authority (WCA) contractors/Direct Service Organisations (DSOs)
- 3.9 The Contractor shall ensure that Contingency arrangements exist at all times and are implemented in the event of Unavailability of the Service or any part thereof, in order to ensure Service continuity.
- 3.10 The Contractor shall take all necessary measures for an effective management control system including the preparation and maintenance of Service Delivery Plans, staffing matters, quality assurance systems, partnership arrangements, performance tests, monitoring and reporting arrangements and Authority access.
- 3.11 The Contractor shall conduct the works and Service in accordance with Health and Safety Obligations.
- 3.12 The Contractor shall provide a Service that complies with all relevant current Legislation and that which is reasonably foreseeable at the time of the Contract Award.

#### **4 SITES USED FOR THE DELIVERY OF THE SERVICE**

- 4.1 The Contractor shall design the facilities for each site and obtain planning permission for the facilities at each site.

#### **5 QUALITY ASSURANCE**

- 5.1 The Contractor shall obtain certification for the provision of the Service in accordance with ISO9001 or equivalent standard, or similar Quality Management System, through a certifying body accredited by the National

Accreditation Council for Certifying Bodies within 18 months of commencement of operation and shall retain certification for the remainder of the Contract period.

## **6 ENVIRONMENTAL PROTECTION AND MANAGEMENT**

- 6.1 The Authority has an important role to play in the current emerging sustainability agenda by improving its own performance and translating this across to all of its contracts by means of more sustainable approaches to service provision. Therefore it is important to the Authority that they engage with organisations who will support them in working within the overall principles and priorities of sustainability to help to reduce its environmental impacts, improve resource efficiency, reduce costs and demonstrate that it is managing its environmental and social risks and liabilities responsibly. In particular the Authority will wish to see service providers demonstrating an approach that clearly incorporates a whole life approach with minimum waste, efficient use of resources including an awareness of energy consumed both at facilities and through transportation and which considers all those who have an interest in the service provision including employees, the local community and contractors.
- 6.2 The Contractor shall ensure that the unavoidable impact of any of its operations upon the environment, in pursuance of its obligations under the Contract, is adequately and sufficiently considered, minimised, supervised, controlled and monitored in accordance with all relevant legislation.
- 6.3 For each of the Waste Treatment Facilities developed or refurbished to deliver the Services the Contractor shall undertake a consultation exercise with relevant stakeholders following Good Industry Practice and agreed with the Authority and employ a systematic decision making process to ensure the protection and conservation of the environment. All Waste Treatment Facilities shall be planned, constructed, operated and if appropriate subsequently decommissioned in accordance with all legislation applicable from time to time, Best Practice Guidance, Policies and Standards.
- 6.4 The Contractor shall ensure that the waste hierarchy, sustainable development and a balanced approach to social, environmental and economic issues are taken into account in this Contract to minimise the impact on the environment in the long term as well as the short term, in the selection of sites and the construction, commissioning and operation of all Waste Treatment Facilities developed to achieve the Contract Performance Standards.
- 6.5 The Contractor shall obtain certification for the provision of the Service in accordance with ISO14001 or equivalent standard, or similar Environmental Management Accreditation System, through a certifying body accredited by the National Accreditation Council for Certifying Bodies and approved by the Authority within 18 months of the commencement of operation and shall retain certification for the remainder of the Contract Period.
- 6.6 The Contractor shall prepare an annual environmental report, or project specific Corporate Social Responsibility (CSR) report, for the service, showing evidence of continuous improvement.

## 7 OTHER CONTRACT INTERFACES

- 7.1 The Authority has procured and is in the process of procuring Front End Service Contract(s) for waste and recycle transfer, recycling, composting and the management and operation of Household Waste Recycling Centres (HWRCs). The Contractor will be required to work closely with the Front End Service contractor(s) to achieve an efficient and effective overall waste management service and to minimise potential conflicts with respect to contract interfaces. The main interface will be the receipt of residual waste from Waste Transfer Stations and Materials Recovery Facilities rejects and residues for treatment.
- 7.2 The Contractor will also be required to accept residual waste directly for treatment from the Councils' nominated waste delivery contractors including the Waste Collection Authorities' collection contractors, DSOs and the City of York Waste Collection Service.
- 7.3 The Councils have existing contracted landfill arrangements which will be made available to the Contractor to use for disposal of non-hazardous Contract Waste, residues and rejects *[to be discussed during Competitive Dialogue]*. The landfill contracts will be re-procured at the appropriate time either by the Waste Treatment Contractor or by the Authority to provide certainty of non-hazardous landfill capacity throughout the duration of the Waste Treatment Contract.
- 7.4 There is no contracted capacity for hazardous waste produced through the Waste Treatment Contract. The Contractor shall make provision for disposal of hazardous output, rejects or residues from treatment processes (such as fly ash).

## **Service Output 1 – Service Management**

### **Summary of Service Requirement**

The Contractor shall develop, implement and operate an effective Service management system as detailed in comprehensive Service Delivery Plans agreed with the Authority.

### **Service Requirements**

The Contractor shall:

- i. Produce, agree, update and comply with a Service Delivery Plan (SDP) including Overall Project Plan, Project Programme, Works Development Plan, Method Statements and Contingency Plan that detail how the Detailed Specification of Contract Work will be delivered.
- ii. Consult, agree, produce, update and implement an Annual service Performance and Improvement Plan
- iii. Submit and maintain a Best Value Method Statement
- iv. Obtain and maintain relevant Quality Assurance standards for the Service
- v. Obtain and maintain relevant Environmental Management System (EMS) standards for the Service
- vi. Develop, operate and maintain monitoring and reporting systems for the performance of the Service
- vii. Provide an independently certified annual summary report of all tonnage data, as set out in the Contract requirements
- viii. Provide the Authority with all access, information and assistance necessary to monitor the Service.
- ix. Provide the Authority with results of audits and inspections by relevant authorities and internal Contractor audits within 10 working days of receipt of results by the Contractor

### **Service Standards**

#### **S1.1 Service Delivery Plan**

- S1.1.1 The Service Delivery Plan shall comprise a number of specific plans including the Overall Project Plan, Project Programme, Works Development Plan, Method Statements and Contingency Plan to illustrate in detail how all of the key components of the Services will be delivered over the Contract Period in accordance with this Specification.
- S1.1.2 The Service Delivery Plan, Overall Project Plan, Project Programme and Works Development Plan shall be reviewed and updated as required to incorporate the requirements of the Output Specification and any agreed changes and demonstrate Best-Value.
- S1.1.3 Any changes in the operation of the Service shall be notified to the Authority, before they are implemented and the Service Delivery Plan shall be updated accordingly.

- S1.1.4 All procedures in the Service Delivery Plan shall be developed in accordance with the recognised quality and environmental standards of ISO9000 Quality Management Systems and ISO14000 Environmental Management System or equivalent.
- S1.1.5 All relevant employees of the Contractor and sub-Contractors shall be trained in all aspects of operational procedures, site Permit or licence requirements and customer care associated with the Service Delivery Plan. Training activities shall be detailed in the Service Delivery Plan.
- S1.1.6 The Contractor shall, before the Service Commencement Date prepare and publish as part of the Service Delivery Plan standard operational and training procedures manuals governing the actions of all Authorised Users, including District Councils and their nominated sub-contractors and any approved third parties, delivering waste to the Facilities. The Contractor shall thereafter amend and update such manuals as required. The Contractor shall take such steps, as they reasonably can to ensure that such procedures are observed by Authorised Users accessing the Service at these Facilities.

### **Overall Project Plan**

- S1.1.7 The Contractor shall prepare an Overall Project Plan for the service as a whole, describing how it meets the performance standards stated in the Specification
- a **summary of the service** including an outline of how the solution fulfils the overall scope of the service;
  - a statement of predicted **service performance** against all targets stated in this Specification;
  - a statement of the Contractor's **organisation structure**, staffing levels, roles and responsibilities;
  - a summary of the Services for integration with the **Front End Service Contractors, WCA Collection Contractors** and the **Councils' landfill contractor(s)**;
  - a **flow diagram** of the service, providing a diagrammatic representation of waste flows, including percentage performance for identified facilities and processes and their contribution to overall service performance;
  - an electronic **mass flow** analysis for the integrated solution in a MS Excel format. This should cover key dates (e.g. meeting targets, phasing of facilities, opening closing of integral facilities, etc) over the contract, and state waste movements, tonnages, Waste Management Facility throughputs, delivery points, material type from reception through to final disposal and all emissions;
  - a separate **biodegradable municipal waste (BMW) mass balance** and calculations sheet highlighting the BMW fraction of Contract Waste only, from reception, through treatment, to final destination (market or disposal) shall be included with the mass flow analysis. This must identify the total tonnage of BMW landfilled against

relevant targets under the Landfill Directive, given in the Specification. It shall also identify Waste Management Facility names and highlight where the treatment of this fraction is reliant on a third party;

- a sustainability analysis critique of how the proposed Service is consistent with the regional policy framework set out within the Regional Waste Management Strategy (RWMS) for the Region, the Regional Spatial Strategy (RSS) and local policy framework set out within the relevant waste plans within the adopted Waste Local Plan 2006 and the emerging policies of the Local Development Framework (LDF). Particular regard should be paid to the Waste Hierarchy, Sustainability and Self-Sufficiency principles;
- a **Waste Transport plan** indicating volumes and transport type for movement of waste outputs, rejects or residues from Waste Treatment Facility to further treatment, markets or final destination;
- a **master list** of all plans and drawings submitted in the SDP.

## **Project Programme**

S1.1.8 The Project Programme shall be in Microsoft Project and shall comprise a critical path analysis and appropriate Gantt charts, setting out the timetable for the obtaining of all necessary consents, and the design, building and or refurbishing, commissioning, and achievement of full operational status for the waste treatment system as a whole and the dates by which the output Performance Standards shall be met. The Project Programme shall include the following information:

- programme showing the achievement of Contract Performance Standards throughout the Contract Period and, as a minimum, including the following activities:
- site acquisition and/or leases;
- carrying out surveys;
- agreeing design standards;
- submitting regulatory applications;
- obtaining planning consents including periods of determination;
- obtaining Necessary Consents including Environment Agency authorisations, Permits, consents and Waste management licences including periods of determination;
- all Longstop and deadline dates;
- starting and finishing construction;
- starting and finishing commissioning;
- commencing operations; and
- any other key deliverable dates or subsequent key events for the Services.

## **Works Development Plan**

S1.1.9 The Contractor shall prepare a Works Development Plan for all Waste Treatment Facilities to be provided for the Services to include:

- the tendering process and evaluation criteria when selecting sub-Contractors for any aspect of works;
- methods for incentivising sub-Contractor(s), to meet set dates for completion;
- details of proposed forms of Sub-Contract with confirmation that contractual arrangements are consistent fully with Standardisation of PFI Contracts guidance relating to step down arrangements ;
- site details (introduction, location, size, land ownership control and availability);
- plant & equipment to be installed;
- details of any sub-Contractors and major suppliers;
- planning approvals and building consents required;
- site licences, Permits and other permissions as relevant;
- approach to and accordance with IPPC, where relevant;
- availability of assignable warranties;
- approach to site design;
- specify planning and construction fall back and contingency arrangements;
- detailed Design Proposals – Architecture, Landscape & Sustainable Design Features;
- design Development Procedure - Engineering drawings for each Waste Treatment Facility;
- design Contract Schedules and Specifications;
- commissioning Tests and Ready for Use Criteria, including details of Independent Certifier(s);
- Planned and emergency maintenance schedules/contingencies

## **Ready for Use Criteria**

S1.1.10 The Contractor shall detail in the Works Development Plan all Tests on Completion of the Works, commissioning and performance tests to be carried out by the Contractor for each of the Waste Treatment Facilities developed for the Service to demonstrate that the Ready for Use Criteria are achieved. The Ready for Use Criteria shall be set out for each of the Waste Treatment Facilities developed for the Service and shall include all procedures for carrying out tests, required standards of tests and procedures for assessment by the Authority for the following tests:

- to determine completion of construction,

- to demonstrate satisfactory functional operation of the Waste Treatment Facility on completion of construction;
- to determine satisfactory performance for handling and treating Waste in accordance with all Necessary Consents and this Specification and;
- to demonstrate that the Waste Treatment Facility is Operationally Ready in accordance with the Operational Readiness Criteria, which shall be developed and completed by the Contractor and approved by the Authority prior to commencement of commissioning and performance tests.

S1.1.11 The Contractor shall include in the Works Development Plan the timetable for issuing notice to the Authority for conducting inspections of the Facilities in accordance with the Contract.

### **Method Statements**

S1.1.12 There shall be a set of Method Statements for each service or operational activity which sets out how and to what standard the services will be provided with reference to the relevant Service Output in this Specification.

### **S1.2 Best Value**

S1.2.1 The Contractor shall fulfil the obligations pursuant with the Best Value clause in the Contract. The Contractor shall work with and provide assistance to the Authority in meeting their Best Value Duty in respect of the Best Value Performance Plans, Best Value Reviews and Inspections and Comprehensive Area Assessment (CAA) inspections or any equivalent or replacement regime in place during the Contract.

S1.2.2 The Contractor shall prepare a Best Value Method Statement incorporating the following actions specified for the Annual Service Performance and Improvement Plan and to assist the Authority in the collation of information for Best Value Reviews and Performance Plans.

### **Annual Service Performance and Improvement Plan**

S1.2.3 The Annual Service Performance and Improvement Plan shall be prepared by the Contractor every twelve months and submitted to the Authority by 1st April. The Annual Service Performance and Improvement Plan shall contain the following information:

- a) a review of the performance and delivery of the Service during the previous twelve months, this shall include the Contractor's annual environmental or CSR report documenting performance with respect to achieving continual improvement across the Service;
- b) sufficient data to allow for the calculation of nationally specified Best Value Performance Indicators;
- c) sufficient data to allow for the calculation of locally derived Key Performance Indicators as may be agreed with the Authority;
- d) the Contractor's proposals for changing the provision, performance and delivery of the Service to ensure it will be more efficient, effective and economic;

- e) the Contractor's proposals for measuring the improvement to the Service by means of appropriate performance indicators;
- f) financial forecasts for the next three financial years.

### **Annual Service Plan**

S1.2.4 If, following receipt of the Annual Service Performance and Improvement Plan, the Authority issue a Best Value Service Change Notice, the Contractor shall prepare an Annual Service Plan in accordance with the Best Value provisions of the contract. The Contractor shall implement any resulting Change in Service in accordance with the Contract.

### **Best Value Reviews**

S1.2.5 The Contractor shall comply with all requests for information and data and give assistance to the Councils with CAA and Best Value reviews of its waste management services as follows:

- Provide information requested by the Councils for benchmarking studies with other local authorities;
- Attend focus group meetings and other review related activity;
- Attend review meetings to discuss performance with the Councils' review staff;
- facilitate Best Value and CAA audits and inspections of facilities and services, including making staff available and allow access for files and information;
- Attend meetings of Overview and Scrutiny Panels and such other meetings as reasonably required by the Authority.

### **S1.3 Contract monitoring and auditing**

S1.3.1 The Contractor shall be responsible for monitoring its own performance under the Contract in accordance with the Detailed Specification of Contract Work and Performance Standards (see Performance Framework) and shall notify the Authority of any performance defaults and rectify such defaults in accordance with the procedure set out in the Contract.

S1.3.2 The Authority shall be entitled to conduct random monitoring checks on any operational areas of the Contract, including any of the Facilities, without prior warning. The Contractor shall provide the Authority's Representative with reasonable access, information and assistance necessary for such checks.

S1.3.3 The Contractor shall permit the Authority to have access, at any time, to the premises, facilities and records and, if so required, give such information and other assistance to the Authority to enable them to verify compliance with the financial terms, performance requirements and other Contract conditions. The Contractor shall be required to preserve all records of Waste transactions for at least 7 years after the end of the Authority financial year in which such transaction was made.

## **Management Information Systems**

- S1.3.4 The Contractor shall install, implement and operate management information systems and equipment to the satisfaction of the Authority throughout the Contract Period. These systems should allow the Authority to meet current and reasonably foreseeable corporate information technology objectives and will be used to ensure that the Authority are charged for and pays only such amounts as it is obliged to under the terms of the Contract. The Contractor's arrangements shall provide an auditable trail for each load of Contract Waste through each stage of the process, from receipt to final processing or disposal.
- S1.3.5 The management information system should incorporate all performance data and a register of customer enquiries and complaints.
- S1.3.6 All ICT arrangements should be fully compatible with current and known proposed systems used/to be used by the Authority to enable direct transfer of Contract information and shall be capable of remote interrogation by authorised users.

## **S1.4 Data Processing and Reporting**

- S1.4.1 Records shall be such as to provide all the information required to make due payments under the Contract, to compare the Contractors performance against the Contract Waste landfill and recycling targets, and to ensure that the Authority can comply with their Waste data reporting obligations, for example, as required by the Audit Commission (including Best Value Statutory Performance Standards), Defra (Waste Data Flow) and CIPFA.
- S1.4.2 These records are to include the weight of material diverted from Landfilling, Recovered and Recycled (identified by type), the amount and description of any Non-Contract Waste and unauthorised Waste sent for disposal, access to data on vehicle movements and greenhouse gas emissions data and any other information which the Authority may reasonably require.
- S1.4.3 The Contractor shall supply details in the Service Delivery Plan of the computerised recording and electronic transfer of data. The system shall be capable of being interrogated remotely via the internet by the Authority Representative and authorised users.
- S1.4.4 The Contractor is to provide summaries of weighbridge data on a daily basis. All weighbridge tickets are to be retained for seven years for inspection by the Authority.
- S1.4.5 Records are required for each of the Councils for the purposes of:
- comparison of the Contractor's performance against the Authority Waste Recycling and BMW diversion from Landfill Performance Standards;
  - verification of payment and operational data under this Contract;
  - completion of statistical returns (CIPFA, DEFRA, Waste Data Flow etc);
  - submissions in respect of the LATS;
  - compilation of performance indicators;

- management information.

S1.4.6 The Contractor shall provide to the Councils comprehensive Waste data in two formats:

1. electronic - on spreadsheet (Microsoft Excel or as agreed) which can also be interrogated but not directly altered remotely by the Authority;
2. paper copies.

S1.4.7 The Contractor shall submit regular records to the Councils in respect of the performance of its obligations under the Contract, as follows:

S1.4.8 At the end of each calendar month a statement shall be provided showing:

- a) Records of the tonnages of Contract Waste accepted by the Contractor at Waste Treatment Facilities
- b) Separate records of all tonnages of Contract Waste received, denominated by NYCC and CYC, and third parties delivering Contract Waste, type of Waste delivered, registration number of delivery vehicle and end destinations of the aggregate amount of Waste Recycled, diverted from Landfill or disposed to Landfill in accordance with the requirements of Waste Data Flow;
- c) Records of the tonnages of Contract Waste recovered through delivery of the Service;
- d) Records of Schedule of Rate items instructed by the Authority;
- e) Separate records of Non Contract Waste handled at the Contractor's facilities which are used for the Contract;
- f) Records of the opening hours achieved at the Contractor's facilities which are of relevance to the delivery of the Contract;
- g) Records of all hours of Unavailability which were incurred at each of the Contractor's facilities which are used for delivery of the Contract;
- h) Records of all Performance Defaults against the requirements of the Contract;
- i) Records of all Enforcement Actions brought against the Contractor or its Sub Contractors which relate to the delivery of the Contract;
- j) The Health and Safety Report pursuant to paragraph S6.10 and
- k) any other information specifically requested by the Authority.

S1.4.9 Within two months after the end of each financial year the Contractor shall submit to the Authority a summary report, independently certified giving (a) to (j) above.

S1.4.10 Waste records kept under this Clause may be used to comply with the provisions of any Waste Management Licence, Pollution Prevention and Control Permit and Environment Agency authorisation, and the Contractor shall keep any additional waste records that might reasonably be requested by the Environment Agency.

- S1.4.11 The Contractor shall at all times comply with the Data Protection Act 1998 (DPA) as a data controller if necessary, including maintaining a valid and up to date registration or notification under the DPA covering the data processing to be performed in connection with the Service.
- S1.4.12 Any requests made by individuals for information from the Contractor shall be handled in a time that will allow the Authority to respond in accordance with the relevant provisions of the Freedom of Information Act 2000 (FOIA), Environmental Information Regulations 2004 (EIR) or the DPA.

## **S1.5 Safety and Security**

- S1.5.1 The Contractor shall be directly responsible for the security of the Waste Treatment Facilities provided for the provision of the service including any property belonging to the Authority and the Contractor. The Contractor shall ensure that all the Waste Treatment Facilities provided by any other Contractor or person for the purpose of this Contract, are properly secure. Full details of all arrangements for dealing with security and the results of vandalism shall be provided in the Service Delivery Plan. Emergency procedures shall also be detailed in the Service Delivery Plan.
- S1.5.2 The Contractor shall comply with the Authority' security regulations, and its obligations under the Data Protection Act 1998 and the Computer Misuse Act 1990.

## **S1.6 Operating Manuals and Emergency Plan**

- S1.6.1 Before commencement of the Service the Contractor shall prepare comprehensive Operating Manuals and instructions for all major component parts of facilities, as to be appended to the detailed facility Service Delivery Plans. These shall be in sufficient detail to enable all facilities and their associated systems to be operated effectively and safely by those using them.
- S1.6.2 An Emergency Plan shall be prepared and kept updated for each facility provided for the Service. This will document the procedures to deal with accidents, fires, breakdowns, or other similar situations. It shall define the management duties, off duty call-out rosters, and have regard to all authorisations (including any requirements for the controlled shut-down of processes).

## **S1.7 Hours of Operation**

- S1.7.1 The Waste Treatment Facility shall be Available<sup>1</sup> from [ ] to receive Contract Waste for Treatment between the following Opening Hours:

## **S1.8 Provision of Services Outside of Normal Operating Hours**

- S1.8.1 The Authority may from time to time require the Contractor to keep facilities open for short periods outside normal operating hours to deal with unforeseen delays in the pattern of waste deliveries.
- S1.8.2 The Contractor will be required to provide access to the treatment facilities in case of external emergencies occurring outside the normal delivery hours, where access to waste facilities is urgently required for disposal of non-

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<sup>1</sup> The definition of Availability to be developed during the dialogue phase of the procurement, but is likely to incorporate reference to appropriate resources, safety of the site, and in accordance with the SDP.

contract wastes. Additional payment for making these emergency facilities available at the Authority request (and for any additional wastes received) will be made in accordance with the Conditions of Contract.

## **Service Output 2 – Stakeholder and Community Liaison**

### **Summary of Service Requirement**

The Contractor shall develop, implement and operate a service that ensures effective Stakeholder and community liaison including consultation, promotional activities to raise waste awareness, and procedures for handling complaints in relation to the Service provided by the Contractor.

### **Service Requirements**

The Contractor shall:

- i. Develop and implement a Stakeholder and Community Liaison Plan in partnership with the Authority.
- ii. Facilitate an independent Advisory Panel for the Service
- iii. Provide systems for dealing with all Stakeholder and public queries, complaints and comments.

### **Service Standards**

#### **S2.1 Stakeholder and Community Liaison Plan**

S2.1.1 The Stakeholder and Community Liaison Plan shall include the scope, purpose and timetable for all consultations with relevant stakeholders (including waste collection authorities), promotional activities to raise waste awareness, and general procedures for handling questions and complaints. It shall be updated and agreed annually with the Authority to reflect any changes in these arrangements.

#### **S2.2 Equality**

S2.2.1 The Contractor shall address issues of equality, disabled access and social exclusion where relevant to aspects of the Service.

#### **S2.3 Communications**

S2.3.1 Adequate methods of communications shall be provided to meet needs of disabled people and people for whom English is an additional language.

S2.3.2 Where requested by the Authority, community representatives must have access to representatives of the Contractor at director level within two weeks of an application.

S2.3.3 All public documents and public reports shall be published electronically.

S2.3.4 Information should also be provided through community events and organisations, including targeting residents from a non-English speaking background.

#### **Stakeholder Satisfaction**

S2.3.5 A reporting system on communications quality should be provided for stakeholders, to achieve user satisfaction survey results as agreed with the Authority.

S2.3.6 The Contractor shall make available a Site Diary at all Waste Treatment facilities so that Authorised Users can record comments.

#### **S2.4 Visitor Centres**

S2.4.1 The Contractor shall provide visitor centre(s) to facilitate promotional and waste awareness activities. *[a detailed specification for the capacity, aims, target audience, access arrangements, integration with the Schools curriculum etc., may be suggested by Participants]*

## **S2.5 Advisory Panel**

S2.5.1 The Contractor shall facilitate an independent Advisory Panel for the Service. The terms and role of this body shall be agreed within the Authority.

## **S2.6 Community/Public Care**

S2.6.1 The Contractor shall provide the Authority with a comprehensive written community/public care policy, and in particular, the method of dealing with enquiries, complaints and issue of public information. The Contractor shall take account of the Authority's and constituent partners' respective policies for customer care which shall be made available to the Contractor upon request. The Contractor shall work with the Authority to provide consistent information to the public regarding the Service.

S2.6.2 The Contractor shall allow reasonable access for internal and external audit of customer care records and procedures.

S2.6.3 The Contractor shall provide and publicise an operated telephone service, with a single telephone number with sufficient lines dedicated to this Contract for receiving public enquiries, that shall be capable of receiving and recording calls 24 hours per day 365 days per year. Calls shall be taken by the Contractor's personnel during normal office working hours. The Contractor shall also allow for receiving public enquiries, and complaints via the Authority.

## **S2.7 Complaints Procedure**

S2.7.1 The Contractor shall deal with any complaints received from whatever source in a prompt, courteous and efficient manner.

S2.7.2 Should the Contractor receive complaints direct from the public it shall notify and brief the Authority on any material disputes or complaints by the following business day.

S2.7.3 It should be noted that the Authority will from time to time check the Contractor's compliance with the complaints procedure aspect of the service. If the Authority find that complaints have not been dealt with in accordance with the Service Delivery Plan, this shall be considered a failure of service delivery and may result in performance deductions being applied.

S2.7.4 Where the Contractor or any of its staff become aware of any incident, accident or other matter which may give rise to a claim or legal proceedings in respect of the provision or failure to provide the Services, it shall notify the Authority immediately. Such notification shall include all relevant information to enable the Authority to investigate the matter fully.

S2.7.5 The Contractor shall fully co-operate with and provide assistance and relevant information to the Authority and to the Commission for Local Administration ("the Ombudsman") in enquiries or investigations carried out by or on behalf of the Ombudsman in matters of alleged maladministration

or injustice or any other matters arising in connection with the provision of Services under this Contract.

## **Service Output 3 – Waste Reception and Transfer**

### **Summary of Service Requirement**

The Contractor shall be responsible for receiving Contract Waste at the waste treatment facilities. The Contractor shall also be responsible for the transfer of any treatment products, residues or rejects to further treatment, processing, final disposal points, or markets. *[Landfill disposal points may be nominated by the Authority].*

### **Service Requirements**

The Contractor shall:

- i. Receive Contract Waste delivered by the Waste Collection Authority (WCAs) and the Authority's waste transfer contractor(s).
- ii. Provide Contract Waste reception facilities at the waste treatment facilities that are compatible with the delivery systems, quantities and types of Contract Waste from the waste collection and transfer operations.
- iii. Make arrangements for the transfer of products, residues or rejects between waste treatment facilities and/or to end processors and users of products recovered from waste, and to final disposal points.
- iv. Develop, implement and operate a Transport Plan in consultation with the Authority.

The Service requirement shall be for the Contractor to accept all Contract Waste delivered to it by or on behalf of the Waste Collection Authorities and Front End Service Contractor(s)'.

### **Service Standards**

#### **S3.1 Waste Reception Arrangements**

S3.1.1 The Contractor is only required to provide Reception Facilities at the waste treatment facilities. However, the Contractor shall demonstrate in the Service Delivery Plan that it has taken into account sustainability principles when designing the waste reception facility, including; minimising amenity impacts on the local population and minimising the environmental impacts of receiving waste. All waste Reception Facilities shall be fully enclosed.

S3.1.2 In the case of waste delivered by Waste Collection Authorities, or their contractors and other Authorised Users, the Contractor must ensure that such vehicles are only accepted on receipt of a written authorisation.

S3.1.3 Where practicable the reception and manoeuvring areas, in addition to waste processing facilities/areas, will be designed to control dust and odour emissions.

S3.1.4 The number of simultaneous vehicle discharge points shall be adequate to prevent undue delays to the waste collection and transfer vehicles and take account of the peak time delivery patterns.

S3.1.5 Where waste is discharged onto a flat enclosed concrete apron, this shall be of such a size as to permit a safe degree of segregation between vehicles and the waste handling mobile plant.

- S3.1.6 All waste reception and handling areas shall be provided with adequate traffic control and safety barrier systems, lighting, drainage, effluent treatment, ventilation and dust suppression equipment as minimum requirements.
- S3.1.7 The Contractor shall aim to ensure that an average daily turnaround time of 20 minutes or less (subject to a maximum turnaround time of 30 minutes) is achieved for all Council nominated vehicles at each reception facility. The Contractor shall also take account of the need to avoid contract waste spilling onto the highway and to incorporate this into the facility designs. The vehicles delivering Contract Waste shall be given preference over other users of the facilities.
- S3.1.9 The Contractor will be required to take full account in Service Delivery Plans of the variable waste collection delivery patterns that will arise daily and periodically after Public and Bank Holidays. The Contractor shall take all steps to determine the likely extent of these abnormal waste delivery patterns and make due allowances for them while preserving the standards that apply to 'normal' waste delivery periods.
- S3.1.10 Provision shall be made for the treatment of vehicles and/or wastes arriving on site where smouldering loads present a risk of fire.
- S3.1.11 All Waste Reception Facilities shall have adequate capacity to store residual waste whilst it is being prepared for treatment. See also S3.5.

### **S3.2 Weighbridge and Data Processing**

- S3.2.1 The Contractor shall provide a comprehensive computerised electronic weighbridge system at all major waste management facilities provided under the Contract, for the purpose of establishing actual or average net weights of waste delivered to the Sites.
- S3.2.2 The weighbridge will be equipped with computerised data logging and transmission equipment. The extent of data logging shall be such to provide the Authority with all the information required to make the due payments under the Contract and to assist in the better future management of the collection and/or downstream waste treatment/disposal services. The weighbridge system shall issue weighbridge tickets generated from secure computerised records and the system shall have been authorised by an inspector as fit for use in accordance with Section 11 of the Weights and Measures Act 1985. Weighbridges shall be appropriately calibrated, tested and independently certified at least annually. Net weights shall be determined without reference to stored tare weights, i.e. by weighing vehicles in and out.
- S3.2.3 The driver of each vehicle delivering Authorised Waste shall be provided with a Weighbridge Ticket containing relevant information.
- S3.2.4 In the event of breakdown of a weighbridge installation a valid and manual recording system that can also be audited shall immediately be instituted and maintained in operation until the weighbridge is again in normal operation. In operating the weighbridge installations, the Contractor shall have regard to the obligations of the Duty of Care Code of Practice March 1996 issued under Section 34 of the EPA 1990.
- S3.2.5 Data to be recorded for each transaction shall comprise of at least:

- Date
- Origin Council (name) or HWRC (name) or Other
- Transaction number which shall be sequential for the Contract (weighbridge ticket if different)
- Site Name
- Licence number
- Waste Description(in accordance with the European Waste Catalogue)
- Time weighed on
- Registration
- Driver's Reference
- Transfer note Number. (where issued)
- Gross weight
- Net weight
- Tare weight (actual, not stored)
- Time weighed off
- Additional information to be advised by the Authority.

### **S3.3 Waste Transportation Services**

S3.3.1 The Contractor shall produce a Waste Transport Plan to address all activities involving the Contractor's vehicle fleet and associated traffic management arrangements to/from service facilities. The Contractor shall seek to utilise vehicles with emissions that, as a minimum, meet European and National standards and seek to utilise rail or water transport systems wherever possible.

S3.3.2 This plan will be regularly updated throughout the Contract period. Any changes in the plan will be made known to the Authority, giving reasonable time for any responses and suggestions to be made.

S3.3.3 This is in addition to traffic flow management arrangements pertinent within the confines of each facility's land area are to be specified within each facility's Service Delivery Plan.

### **S3.4 Road Vehicles and Containers**

S3.4.1 The Contractor will maintain in an efficient, clean and serviceable condition all road vehicles, containers and trailers used for the performance of the Service.

S3.4.2 Waste can only be transported in Authorised Vehicles that are permitted to carry waste under the Contract.

S3.4.3 Waste must be transported in enclosed containers or sheeted vehicles.

S3.4.4 All drivers and other operatives will be suitably trained and qualified for their tasks and must be made aware of the safe use of the vehicles in their charge.

S3.4.5 Where operations involve loading into open top vehicles the vehicles shall, as a minimum, be sheeted before leaving the enclosed loading area and the Contractor shall provide suitable facilities for the sheeting operation.

### **S3.5 Waste Storage**

S3.5.1 The storage capacity shall be a minimum of [2] days waste input at design capacity if the delivered waste is processed daily.

S3.5.2 In preparing the designs for the performance of the Service, the Contractor must have regard for current and planned waste delivery arrangements within the Contract Area. It shall be the Contractor's duty to maintain a close liaison between the appropriate levels of management of the Contractor and the Authority to ensure that all aspects of the Service are suitable for use by the waste delivery services that will use the facilities provided.

### **S3.6 Signage**

S3.6.1 Signs shall be provided by the Contractor at each Waste Treatment Facility provided within the Authority's area in the corporate style of the Authority, commensurate with maintaining a positive public image stating that the Waste Treatment Facility is provided in partnership with the Authority.

## **Service Output 4 – Waste Treatment and Disposal**

### **Summary of Service Requirement**

The Contractor shall develop, implement and operate a network of facilities and services for the treatment of Contract Waste. The Councils have existing contracts for non-hazardous landfill disposal which they may make available to the Contractor

### **Service Requirements**

The Contractor shall:

- i. Provide waste treatment operations for Contract Waste, which are environmentally sustainable and meet or exceed stated targets.
- ii. Comply with all applicable regulations, Environment Agency guidance and industry good practice.
- iii. Make arrangements for the recovery of value from Contract Waste in order to meet or exceed Contract targets.
- iv. Manage all recycled, composted and recovered products derived from the Service.
- v. Make provision for final disposal of all Contract waste not recycled, composted or recovered including any hazardous and non-hazardous process residues or reject fractions.

### **Service Standards**

#### **S4.1 Recycling, Composting and Diversion Targets**

- S4.1.1 The Service shall be in accordance with the national, regional and local policy framework for the management of household and municipal waste.
- S4.1.2 The Authority require that the Service achieve a minimum recycling rate of 5% of Contract Waste input to the treatment facilities
- S4.1.3 The Service Delivery Plan should also identify means of achieving future increases in recycling rates during the Contract term [*this could take the form of outline service proposals or demonstrating adequate excess capacity within certain facilities*].
- S4.1.4 The Service must meet or exceed the biodegradable municipal waste (“BMW”) diversion targets which are set out in the Waste and Emissions Trading Act 2003 and enacting regulations. The Service must divert 80% of BMW in Contract Waste from landfill.
- S4.1.5 The Service must divert at least 70% of Contract Waste from landfill:
- S4.1.6 Compliance with all targets will be measured for the whole twelve-month period of the relevant financial year, closing on 31st March. The calculation of recycling, energy recovery and diversion targets shall be carried out by the Contractor in accordance with the Glossary to the Contract. Defined audit trails should be established for reporting purposes and audit purposes.

#### **S4.2 Design Principles**

S4.2.1 All construction works, processes and equipment shall be operated, at the minimum, to the appropriate national standards of the United Kingdom and EU directives and regulations.

S4.2.2 Where improved or new facilities are provided, the architectural, civil engineering and site works and finishes provided shall be to good industrial standards. They will have regard to best practice in the Waste management industry in addition to conforming to the requirements of the relevant planning consents.

S4.2.3 The Contractor shall consider assessing environmental and management performance of new Facilities in accordance with the Building Research Establishment Environmental Assessment Method (BREEAM) in order to achieve a BREEAM Good standard or equivalent as a minimum.

S4.2.4 The Contractor shall take into consideration guidance on design quality available from Constructing Excellence ( [www.constructingexcellence.org.uk](http://www.constructingexcellence.org.uk) ), OGC (How to achieve Design Quality in PFI Projects), CABE (Improving Standards of Design in the Procurement of Public Buildings, October 2002) and 4Ps (Achieving Quality in Local Authority PFI Building Projects).

The Contractor shall have regard to the Design Documents contained within the Planning Pack2 issued at ISDS. These include guidance to Participants on generic and site specific design principles which the Authority will require the Contractor to have regard to when formulating bids and new development proposals. The Authority will expect the Contractor to demonstrate that proposals are designed to the highest standards (not entailing excessive cost) having regard to relevant national guidance such as that contained in PPS 10.

CABE (the Commission for Architecture and the Built Environment) provides a design review service to prospective developers whereby proposals can be reviewed by their panel of experts. This review considers architectural issues as well as the sustainable design credentials of the proposals prior to planning submission. Where appropriate, modifications can be made to proposals which may improve the final design solution and also reduce planning approval risks. The Authority would expect the Contractor to make use of this service.

S4.2.5 The Contractor shall design, construct and operate the Facilities taking the following non-exhaustive list of factors and requirements into account:

- (i) Safety during construction and operation;
- (ii) Signage and traffic control systems.  
No vehicles which can reasonably be expected to use the Waste Treatment Facility under normal operating conditions shall queue on the public highway. This shall apply to vehicles whether they are entering or leaving the Waste Treatment Facility and carrying Waste, product, residues or are empty.
- (iii) Visual and other environmental impacts;
- (iv) General sustainable design aspects;

- (v) Weighbridges shall be provided and operated in accordance with this Specification with a weighbridge office adjacent.
- (vi) Inspection of incoming loads;
- (vii) Size of refuse collection vehicle and safe manoeuvring and discharge in the Waste Management Facility.
- (viii) Continuity of Service in the event of breakdown, servicing or repair. The feeding system shall be capable of operating at the total plant hourly design throughput rate over the total operating hours per year. In the case of mobile plant, the Contractor shall make alternative equipment available within 24 hours of a major breakdown.
- (ix) Waste storage capacity and contingency for plant downtime. The Contractor shall state the capacity of storage to be provided in the Provisional Method Statements.
- (x) Vehicle storage;
- (xi) Building and construction standards and finishes;
- (xii) Use of re-used and recycled materials in building materials;
- (xiii) Fencing and security;
- (xiv) Drainage, including protection of ground and surface waters, impact on watercourses and assessment of flooding risk and incorporation of Sustainable Urban Drainage Systems (SUDS), where practicable;
- (xv) Site lighting (external and internal);
- (xvi) Fire Protection and fire fighting equipment;
- (xvii) Building Services;
- (xviii) Maintenance requirements and consideration of whole life costs;
- (xix) Energy use and efficiency;
- (xx) Water use and efficiency;
- (xxi) Impact on biodiversity;
- (xxii) Impact on the historic landscape
- (xxiii) Management of construction Waste.

S4.2.6 In preparing the designs for the process to be used, the Contractor must ensure that all significant Waste processing and Waste or product storage takes place under cover in buildings of a good industrial standard, with appropriate environmental controls provided [*note: Participants to specify materials standards and controls to be used*].

S4.2.7 All plant and equipment used in the Service shall be adequately rated for the task. Adequate redundancy in plant and equipment shall be provided to accommodate planned maintenance and unforeseen breakdowns and interruptions in operation, and meet agreed availability criteria.

- S4.2.8 All control systems shall provide all necessary on-line monitoring and data for good operational and environmental practice.
- S4.2.9 Whilst the minimum standard of all facility emissions shall meet regulatory limits, the process designs must have regard to the possibility of significant improvements in these standards over the period of the Contract.
- S4.2.10 Treatment Facilities provided for the Service shall be designed to store not less than two days' Waste at design capacity.
- S4.2.11 The Contractor shall demonstrate in the Service Delivery Plan that the proposed Service is consistent with the regional policy framework set out within the Regional Waste Management Strategy (RWMS) and local policy framework set out within the Waste Strategy/Waste Local Plan. Particular regard should be paid to the Waste Hierarchy, Sustainability and Self-Sufficiency principles. The Contractor should seek to promote a synergy between the management and disposal of Contract Waste and Non-Contract Waste according to Best Value principles and a Value for Money approach.

### **S4.3 Legal Compliance**

- S4.3.1 The Contractor shall be responsible for complying with or procuring compliance with all legal obligations arising out of the provision of the Service. The Service shall fulfil all the relevant requirements for the management and disposal of waste required under United Kingdom and EU legislation, directives and regulations.
- S4.3.2 It is the Contractor's responsibility to obtain all required permits and authorisations for delivery of the Service. The Contractor shall operate all facilities and practices provided for the Service fully in compliance with the relevant Waste Management Permits and Authorisations under Integrated Pollution Prevention and Control to be issued by the Environment Agency. The obligations placed on the Contractor under such licences and authorisations, shall be binding on the Contractor within the terms of this Contract.
- S4.3.3 The exclusion or omission of any legal duty within this Output Specification in no way absolves the Contractor of responsibility to fulfil such.

*[Note to Participants: Within the Service Delivery Plan, Participants shall identify the extent to which their proposal meets the requirements of reasonably foreseeable legislation, and state their assumptions regarding how such legislation could be implemented in the UK.]*

### **S4.4 Site Order**

- S4.4.1 The Contractor shall maintain facilities and conduct operations in a clean and orderly manner, and notably those facilities set aside for storage or erection of equipment, operations, parking, and welfare.
- S4.4.2 The Contractor shall operate a regular programme of litter removal and remove debris from all facilities and within 100m of the facility boundary if requested by the Authority's Authorised officer during normal working hours. Details of the frequencies of such activities are to be set out in the Service Delivery Plan.

### **S4.5 Maintenance**

S4.5.1 The Contractor shall submit and update at least annually a programmed Maintenance Plan for all plant and equipment commensurate with their age and in accordance with the manufacturer's instructions. Where third party maintenance support is to be used, details of such Contractors must be given including evidence of competence to undertake the expected functions.

S4.5.2 Where third party maintenance or operational support is to be used, details of such Contractors must be given including evidence of competence to undertake the expected functions.

#### **S4.6 Markets for Recycled and Recovered Products**

S4.6.1 The Contractor shall provide for all aspects of managing recycled and recovered products, in accordance with the protocols set out in their Service Delivery Plan.

S4.6.2 The Contractor shall not combust or dispose of recovered products (particularly recyclables or compost) unless it is agreed within the Service Delivery Plan.

S4.6.3 The Contractor shall seek for continual improvement in the quality of recovered products.

S4.6.4 Subject to the overriding requirements of Best Value, local markets shall be preferentially sought for the sale of recovered products.

#### **S4.7 Mechanical/Biological Treatment Facilities**

S4.7.1 The capacity of the reception and processing equipment shall be sufficient to commence the processing of all materials supplied on the day of receipt.

#### **S4.8 Thermal Treatment Facilities**

S4.8.1 Thermal treatment, including combustion and those processes associated with pyrolysis/gasification plants shall be equipped for energy recovery by the generation of electricity, and/or recovery of waste heat, or through combined heat and power (CHP) applications.

S4.8.2 While the minimum standard of combustion gas cleaning shall be those set by the Environment Agency, the process designs must have regard to the possibility of significant improvement in these required standards subsequent to the first [5 years] of the period following plant commissioning and at agreed time intervals thereafter.

#### **S4.9 Emission Standards**

S4.9.1 All Waste Treatment Facilities proposed shall be designed, equipped, built and operated in such a way that the plant complies with the emission limits set out in current and foreseeable UK emission standards.

S4.9.2 The Contractor shall satisfy the Authority that compliance with improvements to these emission standards can be accommodated at reasonable cost to the Authority. Emissions will be monitored by the Environment Agency and other outside bodies.

S4.9.3 All proposals for Waste Treatment Facilities must be accompanied by a comprehensive site-specific risk assessment including a detailed study of local conditions, which will form part of the environmental statement accompanying any planning application. This must demonstrate that there

will be no unacceptable impact from emissions on the surrounding population and no unacceptable impact on ecological systems and the surrounding environment.

S4.9.4 All systems shall have appropriate plant and equipment to monitor and control all systems to ensure that environmental and operational best practice is achieved. On-line, all year round, monitoring and control systems necessary for good operational and environmental practice shall be installed by the Contractor.

S4.9.5 As a minimum requirement, all Waste Management Facilities shall meet the requirements of the Environment Agency. The Contractor shall take the necessary steps to ensure that improvements required by legislation may be readily incorporated while maintaining continuity of the service.

S4.9.6 The control systems at all Waste Management Facilities provided for the service shall be designed to the requirements of the Environment Agency to provide all necessary on-line monitoring and data for good operational and environmental practice. Where necessary (and on combustion plants in particular) controlled shutdown of the process must be possible should conditions so dictate.

#### **S4.10 Signage**

S4.10.1 Signs shall be provided by the Contractor at each Waste Treatment Facility provided within the Authority's area in the corporate style of the Authority, commensurate with maintaining a positive public image stating that the Waste Treatment Facility is provided in partnership with the Authority.

## **Service Output 5 – Mobilisation, Contingency and Expiry Arrangements**

### **Summary of Service Requirement**

The Authority will require a seamless transition between existing services, the new Service that the Contractor provides and manages and the hand over of these on Contract Expiry, or earlier termination.

### **Service Requirements**

The Contractor shall:

- i. Produce and implement a **Mobilisation Plan** that details the transition of all Contract Waste from the existing disposal routes to the new facilities once operational as detailed by the Contractors Service Delivery Plans.
- ii. Produce, agree, update and implement a **Contingency Plan** that makes arrangements for the continuation of the service, or any part thereof, in the event of the unavailability of a key facility during the Contract Period
- iii. Produce and implement an **Expiry Plan** for the hand back of the service at contract expiry or any earlier termination of the service. The Expiry Plan shall be produced and agreed within the first twelve months of Contract Commencement.

### **Service Standards**

#### **S5.1 Mobilisation Plan**

S5.1.1 The Contractor shall provide for a smooth hand-over from all existing arrangements and for commencement of facility operation clearly set out in a Mobilisation Plan. This will set out an agreed set of activities and timetable between the Contractor and Authority for all significant events and shall detail the following stages:

- from Contract Award to facility construction
- from commissioning to Service Commencement Date
- from Service Commencement Date for a period up to the first [6 months] of the operation of the new waste treatment facilities.

#### **S5.2 Contingency Plan**

S5.2.1 The Contractor shall agree with the Authority a Contingency Plan that details how each aspect of the service will be operate in the event of any site or service being unavailable on a permanent or temporary basis. The Contingency Plan shall include arrangements for directing waste to other facilities, provision of a limited service and the establishment of temporary facilities.

S5.2.2 Contingency arrangements must cover the provision of alternative facilities for the reception, treatment and disposal of Contact Waste, and also for any services provided by third parties to the Contractor that facilitate the delivery of the Service to the Authority.

S5.2.3 The standards for operational services at any other facility not forming part of the Contracted Facilities, shall be no lower than that provided under the Contract.

S5.2.4 The Authority shall, wherever practicable, be given not less than 24 hours notice of the need to divert to another facility, together with notice of the anticipated duration of such a diversion.

S5.2.5 The Contractor shall review and if appropriate update the Contingency Plan every twelve months during the Contract Period. The Contingency Plan for the forthcoming twelve months shall be submitted to the Authority by 1st April each year for acceptance along with the Annual Service Performance and Improvement Plan.

### **S5.3 Expiry Plan**

S5.3.1 The Contractor shall provide for a smooth hand-back at the expiry or any early termination of the Service clearly set out in an Expiry Plan which is to be produced and agreed within the first 12 months of Contract Commencement. This shall set out an agreed set of activities and timetable between the Contractor and Authority for all significant events leading up to the hand-back of the Service to the Authority

S5.3.2 The Contractor shall hand-back all facilities, equipment and plant in an agreed physical and operational state.

### **S5.4 Handback Criteria**

S5.4.1 Facilities when transferred back to the Authority shall be in a condition capable of operating in compliance with all Necessary Consents, this Specification and requiring no more than routine planned maintenance, for a period not less than five years. The Contractor shall include Handback Criteria in the Expiry Plan for all Waste Treatment Facilities developed and or operated for delivery of the Contract. The Facilities will be required to achieve the Handback Criteria upon Contract Expiry to the satisfaction of the Authority, unless otherwise agreed by the Authority.

S5.4.2 The Handback Criteria shall include the requirement to transfer any Necessary Consents and Permits relevant to the Waste Management Facility to the Authority or to its nominated contractor(s).

S5.4.3 The Handback Criteria shall include all test procedures, required standards of tests and procedures for assessment by the Authority for the following tests :

- to determine that the structure of the Waste Management Facility and all permanent plant, equipment, fixtures and fittings are sound and to identify any remedial measures to be carried out before Contract Expiry in addition to planned maintenance as set out in the Service Delivery Plan;
- to demonstrate satisfactory functional operation of the Waste Management Facility and to identify any remedial measures to be carried out before Contract Expiry in addition to planned maintenance as set out in the Service Delivery Plan;
- to determine satisfactory performance for handling and treating Waste in accordance with all Necessary Consents and this Specification, including, without limitation, the output standards set out in the Contract;

- where a facility is to be decommissioned a detailed decommissioning Plan shall be developed by the Contractor and approved by the Authority at least 12 months prior to decommissioning.

### **S5.5 Aftercare Plan**

S5.5.1 Provision for the dismantling or aftercare of all facilities upon their closure during or following the Contract period may be carried out under separately agreed contractual arrangements. However, the Contractor should, as appropriate, separately prepare a suitable **Aftercare Plan** and provide an estimate for associated costs. The inclusion of these items within the Contract will be subject to the approval of the Authority.

S5.5.2 This Aftercare Plan shall embrace the care and maintenance of the sites, and include monitoring, maintenance of restoration materials and vegetation together with the management of environmental management systems already in place, and until such time as the Environment Agency is satisfied that the site Permit may be handed in, and/or where there is agreement that on-going liabilities may revert back to the responsibility of the Authority.

## **Service Output 6 – Health, Safety and Welfare**

### **Summary of Service Requirement**

The Contractor shall be responsible for all aspects of the health, safety and welfare requirements necessary for the safe operation of the service.

### **Service Requirements**

The Contractor shall:

- i. Conduct the service in accordance with health and safety requirements.
- ii. Provide and comply with a Health, Safety and Welfare Plan (including a schedule of service risk assessments), detailing the arrangements that will be implemented and maintained, as updated and agreed annually with the Authority.
- iii. Produce a monthly health and safety report.

### **Service Standards**

- S6.1 The Contractor must take full note of the requirements of health and safety at work laws in the United Kingdom and incorporate these into the systems design and operational procedures.
- S6.2 In particular, the facilities shall be designed so that in their layout, and plant and equipment used, they aim to give the highest standard of safety to the site staff and other users of the sites. In particular, the Contractor must maintain in good working order all necessary guards, screens, fences and traffic control measures to give full protection to the public and site users and operators.
- S6.3 The Contractor must provide a **Health, Safety and Welfare Plan** within [4] months of the Commencement Date, and updated at 12 monthly intervals in accordance with the Contract. It shall be designed to achieve the highest standards of health and safety to construction personnel, the operators of facilities, waste delivery vehicle crews, and visiting public, covering all facilities and their supporting systems. The Contractor shall provide information about the actual health and safety performance during construction.
- S6.4 The Contractor and its staff shall adopt safe construction and working practises as laid down in current and future regulations and working rules that apply to its activities under the Contract.
- S6.5 The Contractor will provide all necessary fire-fighting, first aid, health and safety facilities at each of the facilities provided for the Service, commensurate with the requirements of the Fire and other statutory authorities.
- S6.6 All permanent and temporary staff working on site shall be provided with a full range of welfare facilities including changing rooms, showers, toilets, canteen and associated facilities. All regular site users shall have access to showers, toilets and associated facilities.

- S6.7 A copy of the **Site Rules and Conditions** must be included with the facility's Service Delivery Plan; and must be prominently displayed at the site; and copies given to all employees and visitors.
- S6.8 The Contractor shall arrange for health and safety inspections of all contract facilities and operations. These shall be carried out by a competent Health and Safety practitioner every [12] months as a minimum. Copies of the Inspection Reports shall be provided to the Authority within [5] working days of their receipt.
- S6.9 The Contractor shall maintain **Health and Safety Training Records** for its staff. These records are to be open for inspection by the Authority within [5] working days of a written request lodged with the Contractor by the Authority.
- S6.10 The Contractor shall produce a monthly **Health & Safety Report** detailing accidents and dangerous occurrences reportable under RIDDOR (Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995). Any RIDDOR reportable accident or accident involving a member of the public must be reported to the Authority within [2] hours of any accident occurring.

## **Service Output 7: Management, Supervisory and Operational Staff**

### **Summary of Service Requirement**

The Contractor shall be responsible for all human resource issues in relation to the operation of the Service including, assimilation of existing personnel (where applicable), recruitment, retention, training and development.

### **Service Requirements**

The Contractor shall provide and maintain appropriate management structures, resources and skills for the effective management and operation of the Service.

### **Performance Criteria**

- i. Compliance with the Code of Practice on Workforce Matters in Local Authority Service Contracts;
- ii. Compliance with criteria agreed in the Service Delivery Plan

### **Service Standards**

#### **S7.1 Management, Supervisory and Operational Staff**

S7.1.1 The Contractor shall identify and ensure that adequate numbers of suitably trained employees are provided for all aspects of the operation of all Facilities and associated Services.

S7.1.2 Further training shall be given (the Contractor should identify proposed training activities) at regular intervals in accordance with good management practice.

S7.1.3 The Contractor shall appoint competent management and supervisory employees for the efficient management of the Contract. COTC holders shall be clearly identified and the Contractor shall have sufficient additional COTC staff to provide cover for absences and staff who may leave its service.

S7.1.4 The Contract Manager, in particular, shall be an individual of considerable expertise in practical Waste management. All other members of the management and supervisory team shall possess the formal and practical qualifications appropriate to their tasks.

S7.1.5 The Contractor must identify and name a senior member of staff to provide the direct contact point 24 hours a day with the Authority, to be available for regular meetings with the Authority or other official body as and when required.

#### **S7.2 Facility Staffing**

S7.2.1 The Contractor shall provide details of the staffing arrangements that they propose for each facility used in the delivery of the Service. All staff shall be suitably qualified and trained.

S7.2.2 Where staff are expected in their duties to work with members of the public they shall be readily identifiable by means of name badges, in a suitable uniform and should be proactive and available to assist the public promptly as required.

S7.2.2 Numbers of staff at each site will be determined by the Contractor taking into account the tonnage at the site, the nature of operations at the site, the number of site users and segregation of Waste containers at the site.

S7.2.3 The Contractor shall notify The Authority of the COTC holders for the Facilities.

### **S7.3 Emergency Services**

S7.3.1 The Contractor will be required to nominate one or more employees who may be contacted outside normal working hours, and in the event of an emergency or extraordinary event, e.g. traffic, accident, spillage. The Contractor's staff shall be required to be on site within one hour of being notified by The Authority. Should the Contractor for any reason fail to respond to call out within this time, The Authority shall arrange for another Contractor to do the work. Any cost to The Authority for this being deducted from monies due to the Contractor.

S7.3.2 The Contractor shall operate and maintain a suitable communication system for its operatives and managers that must be capable of being used by both the Contractor's staff and the Authority in the event of an emergency.