**TRANSFER STATION AND HAULAGE**

**OF TWO RECYCLABLE MATERIAL STREAMS**

**Cardboard/Paper**

**& Household Metals and Plastic Packaging**

**SPECIFICATION**

1. **GENERAL**

1.1 Introduction

1.1.1 This Schedule 1 (Specification) sets out the Authority’s minimum requirements for the Services.

1.1.2 The Supplier shall be required to develop, maintain and deliver the Services in accordance with the specification set out in this Schedule 1 (the Specification).

1.1.3 If within this Schedule 1 (Specification) there are separate provisions and requirements which relate to the same subject matter and if and to the extent that such provisions and/or requirements are inconsistent, the more specific provision or requirement created particularly to address the subject matter hall take priority over the provisions and requirements set out in any other part of this Schedule, unless the agreement requires otherwise.

1.2 **Scope of Services**

1.2.1 The Supplier shall provide the Services in accordance with the requirements set out in this Specification and the Performance Standards.

1.2.2 The Services shall include the following:

1.2.2.1 Services Management

(a) operating and maintaining appropriate monitoring and reporting systems for the performance and payment of the Services;

(b) providing the Authority with access, information and assistance necessary to monitor the Services;

(c) managing health, safety and welfare requirements for the safe operation of the Services; and

(d) ensuring adequate contingency arrangements are in place, as described more fully in section 2 of this Specification;

1.2.2.2 **Contract Recyclables Transfer Services**

(a) the designation of a WTS for the acceptance of Contract Recyclables as described more fully in section 3 of this Specification;

(b) the bulking and transport of Contract Recyclables received at the WTS to the Disposal Facility as described more fully in section 4 of this Specification;

1.3 **Duty of Care**

1.3.1 The Supplier shall comply with the requirements of the duty of care code of practice issued under section 34(7) of the EPA 1990 (as the same may be amended from time to time) (the Duty of Care Code). The Supplier shall also provide all information to the Authority, as may reasonably be requested from time to time, for the Authority to ensure that it complies with its requirements under the Duty of Care Code.

1.4 **Material Quantity and Composition**

1.4.1 Subject to paragraph 1.4.3 below, the indicative forecasted tonnage for Contract Materials tonnes per annum are:

Paper / Cardboard - 11,700 tonnes

Metals/Plastic Packaging - 2,800 tonnes

1.4.2 The Authority gives no guarantee or undertaking as to the quantity or composition of the Contract Materials. Subject to clause 21.1 and Schedule 6 (Change Control), the Supplier shall accept and make provision for potential changes in quantity and composition of the Contract Materials over the Term.

2. **SERVICES MANAGEMENT**

2.1 **Contract Monitoring and Reporting**

Subject to clause 19 (Reporting and Meetings) and clause 20 (Monitoring)

2.1.1 The Supplier shall be responsible for monitoring its own performance under the agreement in accordance with this Schedule 1 (Specification) and Schedule 2 (Performance Regime) and shall notify the Authority of any failure to comply with the Performance Standards and rectify such defaults in accordance with the procedures set out in this agreement.

2.1.2 The Authority shall be entitled to conduct random monitoring checks on any operational areas of this agreement.

2.1.3 The Supplier shall permit the Authority to have reasonable access to the WTS and their records and, if so required, give such information and other assistance to the Authority to enable the Authority to verify compliance with its financial terms, performance requirements and other express provisions of this agreement.

2.1.4 The Supplier shall submit Monthly Service Reports in accordance with paragraph 3.2.1 of Schedule 5 (Contract Management).

2.1.5 The Supplier shall maintain records for the purposes of complying with its obligations under 3 (Reports) of Schedule 5 (Contract Management).

2.1.6 The Supplier shall be required to preserve all records of Contract Materials and financial transactions in an agreed electronic format for at least twelve (12) years following the Termination Date.

2.1.7 Subject to clause 27 (Freedom of Information) and clause 29 (Confidentiality), data and reports shall be kept in electronic format and the system shall be designed to permit the transfer of data electronically between the Supplier and the Authority and for the transfer of relevant data as required by Best Industry Practice between the Supplier and other relevant parties (including the Environmental Agency).

2.1.8 The electronic format shall be updated to ensure compatibility with the Authority’s systems, always ensuring that all relevant historic data is still readable with any updated technology provided always that the Supplier shall not be required to update its management information system to be compatible with any revised Authority systems after the date of this agreement other than pursuant to an Authority Change.

2.2 **Emergency Services**

2.2.1 Supplier shall provide cover 24 hours a day, every day of the year to respond to any emergency that may arise in connection with the Services. An emergency call out procedure shall be provided, maintained and updated in accordance with the requirements of the Environment Agency.

2.2.2 The Supplier shall nominate one or more of its representatives who may be contacted outside normal working hours every single day of the year. In the event of an emergency, e.g. traffic, accident, spillage, that representative shall be required to be on the relevant facility within two (2) hours of being notified by the Authority. Should the Supplier for any reason fail to respond to call out within this time, the Authority shall arrange for another contractor to carry out such reasonable measures as are necessary to manage the emergency. Any reasonable cost to the Authority for such work shall be recovered from the Supplier as a debt.

2.2.3 The Authority will not require the Supplier to carry out tasks needing specialist training for which available staff are not trained. The Supplier shall inform the Authority if it is unable to provide available staff with the appropriate training for tasks requested to deal with an emergency.

2.2.4 When the Authority advises the Supplier of an emergency the Supplier will immediately appoint a senior member of its management to act as a liaison. The Authority will similarly identify a senior member of its management to act as a liaison.

2.2.5 All instructions given by the person identified by the Authority under paragraph 2.2.4 above shall be deemed to be instructions given by the Authority Representative.

2.3 **Health, Safety and Welfare**

2.3.1 General Requirements

2.3.1.1 The Supplier shall at all times in providing Services comply with the requirements of the Health and Safety at Work Act 1974, the Management of Health and Safety at Work Regulations 1999 and all other relevant health and safety Law and incorporate such requirements into its systems designs and operational procedures.

2.3.1.2 The Supplier shall provide evidence of its compliance with paragraph 2.3.1.1 as reasonably required by the Authority upon request.

2.3.2 **Site Health and Safety Rules**

2.3.2.1 The Supplier shall no later than two weeks prior to the Services Start Date prepare the following:

(a) a traffic management plan for the WTS (Traffic Management Plan);

(b) an induction procedure for Authority drivers who will be delivering Contract Materials to the WTS advising such drivers how to use the WTS; (Induction Procedure):

(c) rules to manage health and safety at the WTS (Site Rules);

(d) a plan for safe working practices for its activities under this agreement (Safe Systems of Work); and

(e) risk assessments for its activities under this agreement to ensure the appropriate standards of safety for all WTS users, visitors, and Supplier Personnel (Risk Assessments), and submit a copy of the same to the Authority, together with any other information that the Supplier believes the Authority should be made aware of, for the Authority’s comments. The Supplier shall amend any of the documents required by this paragraph 2.3.2.1 to comply with any reasonable request of the Authority.

2.3.2.2 The Site Rules shall take note of and comply with all guidance published by the Health and Safety Executive (HSE) on "Health and Safety in Waste Management and Recycling Industries".

2.3.2.3 The Supplier shall amend and update the Site Rules as necessary during the Term and shall ensure that the Authority is provided with a copy of any updated Site Rules for the Authority’s comment. The Supplier shall amend the updated Site Rules to comply with any reasonable request of the Authority.

2.3.2.4 The Supplier shall circulate copies of the Site Rules (including any amended version of the Site Rules to all Supplier Personnel and visitors of the WTS (including any Authority staff who access the WTS), and shall obtain evidence of receipt of the Site Rules by such persons or their representatives. In addition, copies of the Site Rules shall be displayed at suitable locations at the WTS and attention drawn to the Site Rules at any induction or visitor presentation and copies thereof made available to any attendee of such an induction or presentation upon request.

2.3.2.5 Any breach of the Site Rules must be recorded by the Supplier and such record shall be made available to the Authority promptly at the Authority’s request.

2.3.3 **Supplier Personnel**

2.3.3.1 The Services shall be operated so that they provide an appropriate standard of safety for the Supplier Personnel, visitors and other users of the Services. The Supplier shall train all Supplier Personnel to adhere to the Site Rules and maintain health and safety training records for the Supplier Personnel. These records are to be open for inspection by the Authority.

2.3.4 **Records and Reporting**

2.3.4.1 The Supplier shall maintain an accident book at the WTS and shall record any reportable incident and near misses in accordance with RIDDOR.

2.3.4.2 The Supplier shall produce a monthly health and safety report detailing incidents, accidents, near misses and dangerous occurrences and submit it to the Authority as part of the Monthly Service Report.

2.3.4.3 The Supplier shall notify the Authority in the event of an RIDDOR reportable incident and shall ensure that such notice is provided within two (2) hours from the time of the relevant incident becoming known to the Supplier.

2.3.4.4 The Supplier shall arrange for regular health and safety inspections of the WTS and the operation of the Services at the WTS. Copies of the inspection reports shall be provided to the Authority within five (5) Working Days of request. The Authority, or its appointed monitoring officer, reserves the right to undertake health and safety inspections at the WTS at any time at its own cost. The Supplier shall provide the Authority or its appointed inspector with such access to the WTS as the Authority or its appointed inspector requires to carry out such an inspection.

2.3.5 **Welfare Facilities for the Crew of Authorised Vehicles**

2.3.5.1 The Supplier shall supply welfare facilities for the crew of all Authorised Vehicles. As a minimum this will include a toilet, hand washing facilities and the ability to top up fresh drinking water.

2.3.6 **WTS Health and Safety**

2.3.6.1 The Supplier shall be responsible for all aspects of the health, safety and welfare requirements necessary for the operation of the WTS in accordance with all relevant Law.

2.3.6.2 The Supplier shall ensure sufficient clear, visible and legible signage to safely direct tipping crews around the WTS (including signage for, storage areas, safety rules and welfare facilities) and such signage shall be kept up to date and be reasonably free from defects.

2.3.6.3 The Supplier must maintain in good working order all necessary guards, screens, fences and traffic control measures to give proper protection to the public and site operators.

2.3.6.4 The Supplier shall provide adequate first aid facilities and an appropriately trained first aider for treatment of Supplier Personnel and authorised visitors to the WTS. This shall include, as appropriate, eye baths and decontamination facilities for all Supplier Personnel and authorised visitors to the WTS.

2.4 **Contingency Events**

2.4.1 The Supplier shall agree with the Authority a Contingency Plan. The Contingency Plan shall include arrangements for directing Contract Materials to an alternative WTS for the reception and bulking of Contract Materials. The Authority shall comply with the Contingency Plan and shall procure that deliveries are made in accordance with any Contingency Plan as may be reasonably required by the Supplier from time to time.

2.4.2 Where Contract Materials is directed to an alternative WTS under the Contingency Plan, any additional costs shall be borne by the Supplier. Where the location of an alternative WTS means that the distance to that alternative WTS is greater than to the WTS provided for in the Supplier’s Tender, the Authority shall be entitled to receive a payment from the Supplier for the additional mileage at a maximum of £1.16 per tonne per mile.

2.4.3 Where the Disposal Facility is unavailable for any reason, the Supplier shall redirect Contract Materials to the Alternative Disposal Site.

2.4.4 Any additional costs or expenses incurred by the Supplier as a result of a Contingency Event (including redirecting Contract Waste pursuant to paragraph 2.4.3 or Food Waste pursuant to paragraph 2.4.4) shall be borne by the Supplier.

3. **WASTE TRANSFER STATION**

3.1 The Supplier shall provide and maintain a WTS at [LOCATION] for the duration of the Term.

3.1.1 The WTS shall be suitable to bulk the two material streams as stipulated in 1.4.1.

3.1.2 The WTS shall have two segregated areas for the two material streams to ensure that materials do not become contaminated by other waste streams.

3.1.3 The WTS shall have a structure in place to keep the Paper/Cardboard Materials Dry and from the elements to ensure the quality of the material does not reduce in quality while being stored.

3.1.4 The WTS shall provide a weighbridge in order to evidence the input and output of the material streams.

3.1.5 The supplier will highlight to the Authority if a delivered load is badly contaminated before onward haulage. Should this occur, then arrangements will be made with the Council as to how to dispose of the material appropriately

3.2 **The WTS Site**

3.2.1 **General Requirements**

3.2.1.1 The supplier will have all the necessary planning and waste management permits to run the site.

The Supplier shall ensure that sufficient capacity to allow for the Authority’s waste to be tipped at the WTS is maintained at all times.

3.2.1.2 The Supplier shall ensure that the WTS shall be capable of receiving Contract Waste regardless of weather conditions (other than in extreme conditions which prevent safe access to the WTS).

3.2.1.3 The Supplier shall ensure that the WTS has sufficient lighting (either natural or artificial inside a building) to allow safe operation at all times during permitted operating hours.

3.2.1.4 The Supplier shall ensure that the WTS has in place a fire action plan which shall be provided to the Authority on request.

3.2.1.5 The Authority’s vehicles must take priority over any other vehicles waiting to be loaded at the WTS.

3.2.2 **Waste Reception Area**

3.2.2.1 The Supplier shall ensure that the waste reception tipping area at the WTS has a flat floor and be free from any defects. The structure floor will also prevent contamination of the material.

3.3 **WTS Opening Hours**

3.3.1 The opening hours of the WTS must be in accordance with the terms of the Necessary Consents for the WTS.

3.3.2 Subject to paragraph 3.3.1, the Supplier shall, as a minimum, accept deliveries of Contract Materials at the WTS in accordance with the minimum waste acceptance times set out below:

|  |  |  |  |
| --- | --- | --- | --- |
| Monday to Friday Minimum Waste Acceptance Times | Saturday Minimum Waste Acceptance Times | Additional Opening Hours  (Mon-Fri) | Bank Holiday Saturday catch-up\* Opening Hours |
| 07:00 – 16:00 | 08:00 – 13:00 | 16:00 – 18:00 | 07:30 – 16:00 |

\*The 8 Saturdays following a Bank Holiday Monday.

3.3.3 The Supplier may operate the WTS outside of the hours set out above, at its own cost, subject to the terms of the Necessary Consents, to:

3.3.3.1 facilitate the most efficient bulk haulage of Contract Waste; and

3.3.3.2 support any Contract Waste bulking activities that the Supplier may wish to undertake.

3.3.4 When requested by the Authority, and with not less than three (3) Working Hours’ notice, the Supplier shall allow Contract Materials to be received during Additional Opening Hours, provided that such requests are permitted under the Necessary Consents.

3.3.5 When requested by the Authority, and with not less than two (2) Working Days’ notice, the Supplier shall allow Contract Materials to be received during Additional Weekend Sessions. Additional Weekend Sessions are between 07.30 and 16.00 on a Saturday.

3.3.6 The Supplier shall use reasonable endeavours to open the WTS at times other than the above in response to emergencies.

3.3.7 The Supplier shall take full account of the waste collection delivery patterns that arise on a daily, weekly and monthly basis (including after public holidays). The Supplier shall use reasonable endeavours to determine and plan for any abnormal waste delivery patterns and make suitable allowances to ensure service standards are not adversely affected.

3.4 **Tipping Vehicles**

3.4.1 The Supplier Authorised Vehicles are not required to bear any specific logos or branding.

3.4.2 The Supplier shall ensure that at all times that all Supplier Authorised Vehicles are registered on the Authorised Vehicle List.

3.4.3 The Supplier shall ensure that only Authority vehicles that appear on the Authorised Vehicle List are allowed to tip at the WTS.

3.4.4 The Authority will provide a copy of the Authorised Vehicle List to the Supplier prior to the Services Start Date, and ensure that the Supplier is provided a copy of any updated Authorised Vehicle List during the Term.

3.4.5 The Supplier acknowledges that the Contract Waste will be delivered in Authorised Vehicles that will include, but are not limited to the following vehicle types:

|  |  |  |
| --- | --- | --- |
| Vehicle Type | Maximum Gross Vehicle Weights (tonnes) | Maximum Vehicle Length (metres) |
| Refuse Collection Vehicle | 32, 26 18 etc | N/A |
| Roll-on-roll-off Vehicle | 32, 26, 18 | N/A |
| Roll-on-roll-off/trailer combination | 44 etc | 20 |
| Caged Vehicle | 18; 7.5 etc | N/A |
| Sweeper | 18, 7.5 etc | N/A |
| Skip Vehicle | 18, 7.5 etc | N/A |

3.5 **Weighbridges**

3.5.1 The WTS shall have a weighbridge. The Supplier shall ensure that all Authorised Vehicles and Supplier Authorised Vehicles are weighed before and after tipping each material.

3.5.2 The Supplier shall ensure that weighbridges are calibrated and tested in accordance with all relevant Law. The Supplier shall ensure that weighbridges are independently certified at least every 12 months and in accordance with section 11 of the Weights and Measures Act 1985 and any other requirements imposed by Trading Standards.

3.5.3 In the event of weighbridge breakdown, the Supplier shall use reasonable endeavours to restore the normal operation of the weighbridge as soon as reasonably practicable. During a breakdown event, a valid and auditable manual recording system should be used by the Supplier.

3.6 **Turnaround Times**

3.6.1 The Supplier shall ensure that the turnaround time for all Authorised Vehicles delivering Contract Materials to the WTS does not exceed 15 minutes. The turnaround time shall be calculated from the time of arrival of the Authorised Vehicle at the WTS weighbridge to the time of departure from the WTS weighbridge in respect of each category of Contract Materials, as recorded on the weighbridge computer.

3.7 **Unloading**

3.7.1 The Supplier shall direct and manage the delivery and unloading operation at the WTS, providing such assistance as is reasonably required for the unloading of Contract Material from all Authorised Vehicles.

3.8 **WTS Waste Operations**

3.8.1 **WTS Personnel**

3.8.1.1 The numbers of Supplier Personnel at the WTS shall be as required to comply with the requirements of this Specification.

3.8.1.2 All Supplier Personnel shall be suitably trained and competent.

3.8.1.3 The Supplier shall ensure that the WTS is supervised by a competent person who has been certified as being competent through the approved ‘Competence Management Scheme’ or ‘Operator Competence Scheme’.

3.8.1.4 The Supplier shall ensure that all plant operators and drivers (including any plant operator or driver who is a Sub-Contractor or who is supplied by a Sub-Contractor) are competent in the use of their equipment, having particular regard to the hazards inherent in waste handling machinery. All plant operators and drivers ((including any plant operator or driver who is a Sub-Contractor or who is supplied by a Sub-Contractor) shall be in possession of the applicable statutory or other approved training certificates as evidence of this competence.

3.8.2 Waste Bulking and Removal

3.8.2.1 Contract Materials shall be bulked up by the Supplier and subsequently loaded into Supplier Authorised Vehicles for onward transfer to the Disposal Facility and any other locations notified to the Supplier by the Authority for this purpose from time to time in accordance with paragraph 2.4.3.

4. **HAULAGE**

4.1 **General Requirements**

4.1.1 The Supplier, or any Sub-Contractor engaged by the Supplier to provide this element of this Specification, shall provide, operate and maintain a vehicle fleet, together with appropriate storage and maintenance depot(s), suitable for the efficient delivery of this Specification.

4.1.2 All Supplier Authorised Vehicles, together with the bodies of and containers carried by such vehicles shall at all times be presented in a clean and professional standard.

4.1.3 All drivers engaged by the Supplier to deliver this element of this Specification shall be recruited, trained and assessed to ensure the highest level of driving standards.

4.1.4 The supplier will liaise with the Materials Processors to organise onward delivery of material at their Treatment Facility and provide all the necessary documentation and evidence of tonnages tipped at the facilities.

4.2 **WTS Bulk Haulage**

4.2.1 The Supplier shall provide the bulk haulage service required by this Specification from the Services Start Date.

4.2.2 The supplier is responsible for the safe loading of the bulker vehicles.

4.2.3 The Supplier shall haul the Contract Materials from the WTS:

4.2.2.1 from the Services Start Date until notified otherwise by the Authority in accordance with paragraph 4.2.2.2 below, to {LOCATION}; for Paper and Cardboard and to {LOCATION}; for Metals and Plastic Packaging.

4.2.2.2 at any time to any other locations notified to the Supplier by the Authority from time to time pursuant to paragraph 2.4.3.

4.2.2.3 If a load is rejected by the Disposal Facility the Authority will be informed immediately. The Authority will then determine the location of the load.

4.3 **Supplier Authorised Vehicle Types for Haulage Operations**

4.3.1 The Supplier shall provide, operate and maintain the Supplier Authorised Vehicles suitable for the transportation of Contract Materials specified from the WTS to the Disposal Facility.

4.3.2 All Supplier Authorised Vehicles carrying open-top containers or open-top trailers shall be fitted with appropriate load sheeting equipment.

4.3.3 The Supplier shall be responsible for the sheeting and unsheeting of all relevant Supplier Authorised Vehicle loads at all WTS treatment facility locations.

4.3.4 All laden Supplier Authorised Vehicles shall be sheeted at all times when carrying waste outside the WTS.

4.4 **Site Rules at the Delivery Locations**

4.4.1 The Supplier shall ensure that all Supplier Personnel entering third-party premises for the purposes of delivering or collecting Contract Materials are fully aware of and comply with any site rules set by the operator of those locations.

4.4.2 The Supplier shall deliver the Contract Materials to the tipping area(s) at the relevant Recycling Facility which have been specified by the Recycling Facility Contractor as the areas for the delivery of Contract Materials

4.5 **Licensing and Permitting**

4.5.1 The Supplier shall secure and maintain, and at all times comply with, for the Supplier Authorised Vehicles and any storage depot(s) or maintenance facility for such vehicles, the appropriate prevailing Good’s Vehicle Operator’s Licence and Waste Carrier Licence required by Law.

4.6 **Duty of Care Documentation and Electronic Records**

4.6.1 The Supplier shall ensure that all loads of Contract Materials are accompanied by the documentation necessary for compliance with section 34 of the EPA 1990 and the Waste (England and Wales) Regulations 2011 together with any paper or electronic systems that the Authority reasonably requires.

4.6.2 The Supplier shall make details of all loads recorded available to the Authority for performance monitoring purposes.

4.6.3 The Supplier shall comply with the requirements of all future electronic data systems introduced by the Authority to record details of waste movements and any new documentation and recording processes introduced by the Authority during the Term.

4.6.4 At all times, the Supplier shall ensure that loads of Contract Materials removed from the WTS are recorded on the electronic system provided by the Authority at the WTS and the drivers of the Supplier Authorised Vehicles supply the information as requested by the Disposal Facility.

4.6.5 The Supplier shall comply with any new documentation and recoding processes introduced by the Authority during the Term.

4.6.6 The Supplier shall provide a Monthly Input/Output Report detailing all tonnage information, vehicle registrations, whether input/output to the Council no later than 6th of the Month for the previous month.