**Mixed Paper and Card**

**SCOPE OF SERVICES/SPECIFICATION**

* 1. Basildon Borough Council is seeking to let a contract for the Recycling/processing of Mixed Paper and Cardboard materials. (See 27. Material Specification Detail).
	2. The Council requires circa 11,700 tonnes pa to be recycled per year. This figure is based on WRAP modelling assumptions and is only indicative.
	3. The Mixed Paper and Cardboard materials originate from domestic and commercial properties within the Borough of Basildon. Material is loose and not with sacks or bales. Material is collected 5 days per week and on Saturdays after Bank Holidays.
	4. Material will be housed within a building and expect material provided to be a consistent source of dry mixed paper & cardboard, i.e. typically circa 10% under normal atmospheric conditions.
	5. Material will be transported to your facility by a third party contractor which is TBD.

**Treatment/Recycling Facility (The Contractor**)

1. The Council provides estimates of the quantities of mixed Paper and Cardboard to be delivered to the Treatment Facility without warranty and in good faith. The Council cannot guarantee any minima or maxima for the quantity of mixed Paper and Cardboard each year.

2. The Contractor’s Treatment Facility shall be provided with a weighbridge for the purpose of weighing vehicles to determine the weight of the Council’s Mixed Paper and Cardboard entering and leaving each Facility.

The Contractor shall ensure (where required) that each weighbridge at each Treatment Point is:

(a) maintained, calibrated and serviced on a regular basis in accordance with Good Industry Practice;

(b) tested annually and independently certified in accordance with the Weights and Measures Act 1985;

(c) operated only by a person holding a Certificate of Competence under Section 18 of the Weights and Measures Act 1985 who is always present in the weighbridge office during the opening hours defined in the Specification; and

(d) used to establish the weight of all Waste coming into and leaving from the Treatment Facility as appropriate.

The Contractor will retain a second paper copy of each computerised weighbridge ticket. A summary sheet showing the tickets issued for each working day shall be prepared daily by the Contractor and passed to the Supervising Officer with each invoice. The format of the summary sheet shall be agreed between the Council and the Contractor, but will include:-

(a) ticket numbers issued
(b) weight of each load
(c) total weight for each source of Waste
(d) deliveries out of hours

OR:

A computerised data handling system shall be electronically linked to the weighbridge and shall generate the weights of Recyclate delivered without the need for manual input of:

(a) gross, net and tare weights; and

(b) time of arrival and departure.

The Contractor must retain and make available for inspection all details of all weighing’s made throughout the contract period and in line with the legislated retention of waste transfer notes

3. If the Contractor's weighbridge becomes inoperable for any period, the Council will take as a basis for payment its own weight ticket appertaining to the Mixed Paper and Cardboard. If one does not exist, it will take as a basis for such period, the average recorded input of Mixed Paper and Cardboard for each vehicle on the same day of the week over the previous 4 weeks. If such information is not available the Supervising Officer, following consultation with the Contractor, will be entitled at his absolute discretion to determine the amount of Mixed Paper and Cardboard input for each delivery taking into account as far as possible information from previously recorded weighbridge tickets.

4. The Contractor must immediately advise the Supervising Officer of any circumstances that prevent him from measuring the weight of Mixed Paper and Cardboard in accordance with the Contract.

5. The Contractor should have a contamination policy‎ of acceptable items and percentages accepted.

6. The Contractor shall provide a monthly report on material analysis including any contamination levels.

7. The Contractor should visually inspect each load on arrival at the treatment facility to assure it meets the Contractor’s contamination policy. The Contract shall inform Council at the earliest opportunity of any quarantined load.

8. At the Contractors Facility, a moisture analysis may be taken to ensure that the ‎material is compliant with the agreed specification. The Council shall endeavour ‎to provide a consistent source of dry mixed paper & cardboard, i.e. typically circa ‎‎10% under normal atmospheric conditions.‎

9. The Contractor will be responsible for the transportation and disposal of contamination residue, including disposal costs, unless a full load is rejected. The Contractor’s attention is drawn to the procedure detailed in clause 24.13.

10 . The Contractor shall process and divert for recycling no less than 95% by weight of collected Mixed Paper and Cardboard at the Treatment Facility. The Contractor will be responsible for any costs incurred in managing the disposal of rejected materials due to inefficiency of the process or changes in the cost or availability of outlets outside this rate. Wastes that are not suitable for recycling shall be disposed of by the Contractor at his own cost using the Best Practicable Environmental Option (BPEO). The Contractor shall inform the Council when any Wastes are to be disposed of and which disposal / Treatment route (incineration with energy recovery, landfill etc) has been used, as set out in the Contractor’s Method Statement.

11. The Contractor shall be responsible for the sale and marketing of mixed Paper and Cardboard received. The Contractor shall process Mixed Paper and Cardboard in a manner that optimises revenue and quality from the sale of the Paper and Cardboard material.

12. The Contractor shall provide end market locations of all material to enable completion of the Council’s Waste Data Flow.

13. The Council requires assurance that Paper and Cardboard is being marketed to bona fide markets. The Contractor shall hold records of the routes taken by the Paper and Cardboard from the Contractor to reprocessors and end-users. The Contractor shall provide quarterly reports to the Council with evidence of the end-markets for the Paper and Cardboard, including details of the reprocessors and any brokers to which Paper and Cardboard is sent before re-processing. In making these arrangements with these third parties the Contractor shall establish that a right is established for the Council to visit and inspect facilities on request.

14. The Contractor must supply the Supervising Officer with sufficient documentary ‎evidence (including copies of all certificates held by or issued to the Contractor in ‎respect of the weighbridge) to satisfy him that it is meeting the requirements of ‎this Specification.‎

15. The Contractor shall, at his own cost, obtain and maintain (or shall ensure the site operator has in place and maintains) appropriate Environmental Permits and any necessary statutory consents for all Delivery Points and Treatment Facilities the Contractor uses or causes to be used in the delivery of the Services. A copy of the Environmental Permit(s) for each Delivery Point and Treatment Facility will be included as part of the Service Delivery Plan and the Supervising Officer shall be immediately advised of any changes to the circumstances or conditions permitting to the Environmental Permit(s).

16. In accordance with his Method Statement, the Contractor will maintain appropriate ‎contingency arrangements in place in the event of closure of the Delivery Point(s) ‎or Treatment Facilities due to plant maintenance, breakdown, refurbishment or ‎any other occasion that results in the Council being unable to deliver Waste to the ‎nominated Delivery Point. No additional payments will be made by the Council to ‎the Contractor where contingency Delivery Points or Treatment Facilities are ‎used. The Contractor shall provide contingency arrangements in accordance ‎with its Service Delivery Plan as agreed with the Supervising Officer. ‎

17. In the event of any disruption to the Service, the Contractor must notify the ‎Supervising Officer within one (1) hour of the disruption occurring, and keep the ‎Supervising Officer informed of any developments and the likely duration of the ‎disruption.‎

18. The Contractor shall deal promptly, courteously and efficiently with complaints about ‎deficiencies or any other occurrences requiring remedial action by the Contractor. ‎All complaints made in writing shall be acknowledged in writing by the Contractor ‎within two (2) Working Days of receipt and a full written reply issued to the ‎complainant and the Council within five (5) Business Days. ‎

19. The Contractor shall have or shall establish processes and systems for the accurate ‎measurement and reporting of information pertaining to the Contract as required ‎by the Supervising Officer. The Contractor shall submit to the Council the ‎following information within two weeks of the end of each calendar month in ‎respect of that calendar month:‎

‎ (a)‎ ‎Monthly reconciliation of Mixed Paper and Cardboard received including ‎ quantity of reject (if any)‎

(b)‎ Details of the destinations of all sorted Recyclates. This shall be reported ‎on a quarterly basis with a breakdown of destinations for the different materials;‎

‎(c)‎ ‎Details of the destinations of Paper and Cardboard material reported on ‎a quarterly basis;‎

‎(d)‎ Details of all Waste disposed of according to material weight, disposal ‎method and destination on a monthly basis;‎

‎(e)‎ Monthly health and safety reports, noting the details of any accidents and ‎dangerous occurrences reportable under RIDDOR;‎

‎(f)‎ Other measures and data reasonably required by the Supervising Officer ‎for the purposes of effective Contract management and compliance with legal ‎and regulatory requirements (e.g. Waste transfer note, Waste carriers licence).‎

20. All reporting of information must be in formats as required by the Supervising Officer.‎

21. All Treatment Facilities shall be designed and operated in accordance with HSE ‎guidance (e.g. WASTE09 and WASTE13) to ensure the safety of the Contractor's ‎staff and all authorised users at the Delivery Points and Treatment Facilities.‎

22. The Council reserves the right to inspect the Contractor’s health and safety records ‎and procedure compliance records with 48 hours’ notice.‎

23. The Council will monitor closely the Contractor’s compliance with his submitted ‎Method Statements. ‎

24. Provisions Relevant to collection & recycling to mixed Paper and Cardboard

All on-site roads, car parking and pedestrian areas within the boundaries of each of the Contractor’s Facilities shall:

(a) Be fit for purpose;

(b) Have all road marks clearly visible;

(c) Have reasonably even and intact surfaces and, in particular, be free from any damage or deterioration which present tripping hazards;

(d) Be designed so as not to cause damage to any vehicles using the facility.

25. A computerised weighbridge ticket must be issued for each delivery of Waste under the Contract. A copy of the ticket must be handed to the driver of the delivery vehicle on leaving the Delivery Point or Treatment Facility and passed to such other representative of the Council as requested by the Supervising Officer. Each ticket must carry a unique serial number and include the following information:

a. address of the delivery point;
b. delivery organisation
c. container number where applicable;
d. date;
e. type of Waste;
f. gross, net and tare weights;
g. round number (furnished by the driver);
h. registered carrier number and expiry date;
 I. time of arrival/departure;
j. vehicle registration number;
k. driver’s name; and
 l. name of weighbridge operator.

## 26. **Managing Contamination**

### 26.1 The Contractor shall provide a bespoke waste acceptance procedure for the acceptance of Contract Recyclables, which outlines the process for handling the Contamination at the Collection Point(s) and the acceptable contamination thresholds

### 26.2 The Contractor shall include within the waste acceptance procedure a process for the removal of contamination through minimal and safe sorting at the Collection Point.

### 26.3 Contamination apparently in excess of those proportions defined in 5.0.1 shall be identified and removed in accordance with the following:

1. All deliveries shall be inspected in the tipping area by the Contractor. If the Contract Recyclables, in whole or in part, is determined to be unacceptable, colour digital photos shall be taken by the Contractor to verify the presence of contamination material. Only the Contract Manager, or his nominated representative (which will generally be the driver), shall have the authority to reject an entire load or delivery on behalf of the Contractor, and shall immediately notify the Authorised Officer, including the transmission of the photographed image of the contamination. The Council reserves the right to verify that the load rejection is appropriate prior to any further action being taken by the Contractor. Any loads that are considered by the Contractor not to meet the agreed acceptance contamination level, as stated in 5.0.1 including incidences of Hazardous Waste, shall if required be stored in a designated area at the Collection Point to avoid contamination of other Contract Recyclables, and the Authorised Officer informed and supplied with an image within two (2) hours of the Contractor’s exit from the Collection Point. The load shall be held for a period of twenty-four (24) hours commencing with the time the Authorised Officer is informed to allow the Contractor and the Authorised Officer to make arrangements to jointly inspect the contaminated material at an agreed time within the agreed period.

### 26.4 The Contractor shall be responsible for inspecting the consigned material before it is loaded onto his vehicles; and again, during the loading process.

### 26.5 If the Contractor considers that Contract Recyclables are contaminated beyond the limits specified in 5.0.1 he shall stop the Council from loading any or any further material onto his vehicle and notify the relevant Authorised Officer immediately, through the Collection Point staff. The Contractor and the Authorised Officer shall then agree one of the following courses of action in respect of any loads which the Contractor considers fail to meet the acceptance criteria:

1. That the load meets the acceptance criteria;
2. That the load shall be processed in accordance with the Contract, but that the Contractor shall be reimbursed by amending the Contract Price in accordance with Section 12.0 in respect of that load for the cost of removing any contaminants from the said load;
3. That the load be rejected and treated as residual waste for disposal and dealt with accordingly under the Contract; or
4. That the load be subject to a detailed analysis in accordance with arrangements agreed between the Contractor and the relevant Authorised Officer. The results of the analysis shall be binding on both the Contractor and the Councils. In the event that the analysis confirms that the load fails to meet the acceptance protocol, the cost of analysis shall be met by the Council and the load treated in accordance with this clause. In the event that the analysis shows that the load meets the specifications, the cost of the analysis shall be met by the Contractor and the load processed in accordance with the Contract. If the Contractor fails to comply with the arrangements for joint inspection of the load in accordance with this clause the load shall be accepted as meeting the acceptance protocol. If the Authorised Officer fails to comply with such arrangements the Contractor shall deal with the load in the manner set out in 5.1.1.

### 26.6 For all rejected loads, the Contractor shall, within 5 working days of notifying the Authorised Officer that a load has been rejected, complete and submit a report, complete with photographs, to the Authorised Officer in a form satisfactory to the Authorised Officer.

27. Details of enquiries and complaints received directly by the Contractor and its employees shall be passed by the Contractor immediately to the Council’s Supervising Officer including details of their source, date and time. The Contractor shall keep a written record of all complaints (whether received by him direct, or reported to him by the Supervising Officer) together with a record of the action taken by him in relation to those complaints. The Supervising Officer may direct the format or medium for the recording of such enquiries and complaints and the Contractor’s responses to them.

28. The Contractor shall assist the Council in undertaking performance reviews as specified, including the provision of information for the formulation of local and national indicators and attendance at evening Council meetings and public meetings as required.

29. The Contractor shall provide a Contract Manager whose identity should be notified in advance to the Supervising Officer. The Contract Manager’s role includes:

(a) Management of performance of the Contract against the Specification, and taking corrective action where necessary;

(b) Regularly monitoring the characteristics of the Waste stream delivered by the Council;

(c) Keeping abreast of developments in the legislative environment, taking action as necessary in order to comply with new requirements (and advising the Supervising Officer of such developments);

(d) Keeping abreast of new Waste management methods and facilities, highlighting these when appropriate to the Supervising Officer;

(e) Work with the Supervising Officer to support delivery of the Council’s Waste Strategy (including staff briefings, site visits etc);

(f) Managing and storing all Waste management documentation

(g) Be available five (5) Working Days per week to meet with the Supervising Officer should the need arise;

(h) Attending meetings as required by the Supervising Officer (probably quarterly).

30. The Contractor will ensure that the Council is provided with up to date site plans and rules.

31. The Contractor shall use up-to-date and industry-recommended and approved environmentally sustainable work methods and practices.

32. The Contractor shall provide interesting and engaging content to the Council for use on its website to educate and inform residents of -

 the processes applying to the waste fraction(s) managed;

 the quantities of waste treated;

 the fate of treated wastes and the environmental benefits of the methods used;

 and this as a minimum shall include

 a quarterly summary report written in full, in plain English and aimed at residents including performance statistics on a mass balance basis;

 an attractive and intelligible diagram showing the processes used by the Contractor;

 a five minute video (in MPEG format) showing the Contractor’s facilities and the principle operations, to include either a voiced or subtitled narration;

 any other elements included in the Contractor’s Method Statements.

33. The Contractor shall from time to time offer his full support in conceiving, developing, arranging and delivering waste awareness campaigns

34. Material Specification Detail

|  | **Target Materials****Residents shall be advised TO present these items Rinsed.****The Contractor shall ensure the Recycling of these materials regardless of particle size** | **Non-Target Materials** **Residents shall be advised NOT to present these items There is no requirement for the Contractor to Recycle these Items.** | **Non-acceptable materials** **Residents shall be advised NOT to present these items There is no requirement for the Contractor to Recycle these Items.** |
| --- | --- | --- | --- |
| http://www.clker.com/cliparts/P/L/S/h/3/O/small-green-check-mark-md.png | http://www.clker.com/cliparts/6/b/c/4/1194985626525719339tasto_11_architetto_fran_01.svg.med.png | http://www.clker.com/cliparts/6/b/c/4/1194985626525719339tasto_11_architetto_fran_01.svg.med.png |
| **EWC Code** | http://blog.which4u.co.uk/wp-content/uploads/2013/11/recycling.png | http://www.aetherczar.com/wp-content/uploads/NoRecycling_icon.jpg**The Contractor shall not reject a load on the basis of the presence of these items.** | http://www.aetherczar.com/wp-content/uploads/NoRecycling_icon.jpg |
| 20 01 01 | Newspapers, magazines, office paper, white and coloured, other papers including clean paper bags, Greetings cards, envelopes, including window type, phone Directories, Yellow Pages and similar Directories, junk mail, catalogues and shredded paper. | * Paper hand towels
* Brown parcel paper free of tape
* Paperback Books
* Paper ‘jiffy’ bags/padded envelopes
* Hardback Books
* Wrapping papers (non foil/glitter)
 | * Food contact papers (Fish and chip papers, takeaway containers),
* Wrapping papers containing foil/glitter
 |
| 15 01 01 &20 01 01 | Cardboard, grey and OCC, card-based egg boxes, domestic cardboard tubes, food packaging card, empty pizza boxes, composite card and plastic. Cardboard and fibre packing and carrier trays. | * Commercial cardboard tubes
* Card based commercial food trays and boxes
 | * Take away pizza boxes containing food waste
 |

Paper and Cardboard (flattened)

Corrugated cardboard boxes

Magazines and telephone directories

Newspapers

Envelopes (all colours)

Junk mail (all plastic wrapping removed)

Cereal/Food/Toy boxes (empty)

Ready-meal cardboard outer sleeves

Greetings cards and wrapping paper (non-foil & non-glitter)

Shredded paper and card if contained in an envelope or cardboard box

**35. Material Sampling**

35.1 The Contractor shall undertake the required periodic sampling and analysis of loads arriving at its Treatment Facility in order to meet its obligations under Schedule 9A of the Environmental Permitting (England and Wales) (Amendment) Regulations 2014 and report these to the Authorised Officer in accordance with this Specification. The Contractor shall record the composition of the Contract Recyclables and this shall then be used to calculate the quarterly fluctuation in the Material Rebate.

35.2 The Contractor shall be required to report this data to the Council on a monthly basis with the data showing the results of all individual input sampling exercises the Contractor has undertaken in relation to material from each Lot during the course of the preceding month, as well as an average for that given month. The Contractor shall be required to provide data in the format as shown at Appendix D.

35.3 The Contractor shall notify the Authorised Officer of when the material sampling shall take place for each relevant Council and the Council shall have the right to witness the sampling taking place to verify the procedure and weight readings.

**36. Sale of Contract Recyclables**

36.1 The Contractor shall be responsible for the sale and marketing of Contract Recyclables accepted. The Contractor shall process Contract Recyclables in a manner that maximises the amount of material Recycled and optimises revenue and quality from the sale of Contract Recyclables.

36.2 The Contractor shall not export from the UK any contamination arising from the Services unless it has been subject to a pre-treatment process, such as conversion to RDF or SRF and not without approval of the Authorised Officer.

36.3 The Contractor shall export from the UK only Contract Recyclables that have been sorted into re-processor feedstock streams. No unsorted Contract Recyclables shall be exported.

36.4 The Council requires assurance that Contract Recyclables are being marketed to those end destinations set out in the Service Delivery Plans, or such alternative routes as approved by the Authorised Officer, the Authorised Officer will not unduly withhold approval. The Contractor shall hold records of the routes taken by materials from the Contractor to re-processors and end-users.

36.5 The Contractor shall provide quarterly reports to the Council with evidence of the end-markets for the materials, including details of the re-processors and any brokers to which material is sent before re-processing, in the format provided at Appendix D. In making these arrangements with these third parties the Contractor shall confirm that a right is established for the Council to visit and inspect facilities on request.

**37. Reporting and Audit**

37.1 The Contractor shall ensure that throughout the Contract period, the Authorised Officer is granted access upon reasonable notice to:

a. all of the Contractor’s premises and Facilities used in the delivery of the Services (including to witness the undertaking of sampling of Contract Recyclables); and

b. all those of all organisations receiving Contract Recyclables from the Contractor.

37.2 The Contractor shall at all times during the Contract Period ensure its compliance with all necessary legal and regulatory requirements. The Contractor shall share with the Council all data generated in pursuit of these obligations insofar as they relate to the Contract Recyclables collected originally by the Council in addition to information provided under the provisions of 9.0.4.

37.3 The Contractor shall ensure that the maximum commercial value is realised from the Contract Recyclables and shall ensure particularly that the quality of the Contract Recyclables delivered by the Council(s) is not diminished through blending with materials emanating from elsewhere.

37.4 The Contractor shall have established processes and systems for the routine accurate measurement and reporting of information pertaining to the Contract as required by the Authorised Officer. The Contractor shall submit to the Council in respect of material delivered by that Council the following information by the fifth Working Day of each Payment Period in respect of the previous Payment Period:

a. Detailed information relating to the Contract Recyclables accepted and processed, to include: weight of material, weight of each load, Collection Point entry and exit times, and date;

b. As a. above, but sorted and totalled by Council Collection Vehicle;

c. As a. above, but sorted and totalled by Collection Point;

d. The weights of any Contract Recyclables received under this contract by material, load, time and date supplied on a monthly basis & sorted by both date and the Council Collection Vehicle and finally totalled;

37.5 The Contractor shall submit to each of the Councils in respect of material delivered by that Council the following information by the 20th Working Day of each Payment Period in respect of the previous Payment Period:

a. Monthly tonnage reconciliation of all Contract Recyclables received, broken down into the specific recyclable streams, the types and quantities of Waste and information on any contamination;

b. Monthly composition analysis for each Council based on the preceding months’ input material analysis of Contract Recyclables undertaken as part of the Contractor’s requirements to comply with the conditions of its Environmental Permit, as set out in Schedule 9A of the Environmental Permitting (England and Wales) (Amendment) Regulations 2014 (as per the format shown in Appendix D to this document or any amendments to this as agreed by the Authorised Officer);

c. Monthly composition analysis data based on the preceding months’ Treatment Facility output material analysis of Contract Recyclables and Rejects undertaken as part of the Contractor’s requirements to comply with the conditions of its Environmental Permit, as set out in Schedule 9A of the Environmental Permitting (England and Wales) (Amendment) Regulations 2014 (as per the format shown in Appendix D to this document or any amendments to this as agreed by the Authorised Officer);

d. Monthly analysis of separated Rejects and the composition thereof;

e. Quarterly contamination reports of the Contract Recyclables received (including details of Hazardous Waste);

f. Details of the destinations of all Contract Recyclables (provided in the format set out in Appendix D). These shall be reported on a quarterly basis with a breakdown of destinations for the different materials;

g. Details of all Waste disposed of according to material weight, disposal method and destination on a monthly basis;

h. Monthly health and safety reports, noting the details of any accidents and dangerous occurrences reportable under RIDDOR;

i. Other measures and data reasonably required by the Authorised Officer for the purposes of effective Contract management and compliance with legal and regulatory requirements (e.g. Waste transfer note, Waste carriers licence and ease of input into WasteDataFlow).

37.6 The Contractor shall undertake as a minimum an annual audit for each Council of the collected material (at its own cost) at its premises, to assess the percentage and type of each Contract Recyclable stream being delivered by each Council. This audit shall be carried out on an annual basis, or at the reasonable request of the Authorised Officer, and information shall be provided to the Authorised Officer within seven days of the audit taking place. The audit will involve running multiple representative loads (the precise number to be agreed with the Authorised Officer prior to commencement) from each authority through the plant to the exclusion of other materials.

37.7 The Authorised Officer or his nominated representative shall be entitled to visit the Contractors’ Facility during any of the sampling of the Council’s Contract Recyclables. This shall include both routine sampling to comply with the requirements of Environmental Permits, as well as the annual audit. The Contractor shall be required to provide the Authorised Officer with a sampling schedule and the Authorised Officer shall endeavour to give the Contractor at least 48 hours’ notice prior to attending.

37.8 The Authorised Officer retains at all times the right to despatch individual loads initially to a third party for detailed assay and valuation in accordance with the Conditions of Contract.

37.9 The Contractor shall report all the information detailed for the Council in a standardised MS Excel form as approved by the Authorised Officer.

37.10 The Contractor shall make available for inspection by the Authorised Officer on demand original hard copies of weighbridge tickets throughout a period of seven years commencing on the day of the weighing.

37.11 The Contractor shall assist the Council in undertaking performance reviews as specified, including the provision of information for the formulation of local and national performance against indicators and attendance at evening Council meetings and public meetings as required.

37.12 The Councils will monitor closely the Contractor’s compliance with its submitted Method Statements and the Contractor shall provide every assistance, co-operation and support to the Authorised Officer and his nominated representatives Authorised Officer in making their assessments.

37.13 The Contractor shall use up-to-date and industry-recommended and approved environmentally sustainable work methods and practices.

37.14 The Contractor shall inform the Participating Councils where any Contract Waste is to be disposed of and which Disposal or Treatment route has been used in accordance with the Contractor’s submitted Method Statements.

 **38. Management**

38.1 The Council shall nominate an Authorised Officer who will be responsible for representing the interests of the Council.

38.2 The Authorised Officer for each Lot will be the primary day-to-day contact point for the Contractor.

38.3 The Contractor shall appoint a Contract Manager approved by the Council. Any notice, instruction or other information given to the Contract Manager shall be deemed to have been given to the Contractor.

38.4 The Contractor shall notify the Authorised Officer in writing of the name, address and contact numbers of the Contract Manager and a deputy. The Contractor’s Contract Manager or its deputy must be available on every Working Day of the Contract. In the absence of the Contract Manager the deputy shall assume all responsibilities and powers of the Contract Manager.

38.5 The Contractor shall provide and shall ensure that its staff wear at all times, when engaged in the provision of the Service at Collection Points, identification that shows them to be employees of the Contractor and to include as a minimum their name and job title.

38.6 The Contract Manager’s role includes:

(a) Management of performance of the Contract against the Specification, and taking corrective action where necessary;

(b) Regularly monitoring the characteristics of the Contract Recyclables delivered by the Council;

(c) Keeping abreast of developments in the legislative environment, taking action as necessary in order to comply with new requirements (and advising the Authorised Officer of such developments);

(d) Keeping abreast of new waste management methods and facilities, highlighting these when appropriate to the Authorised Officer;

(e) Work with the Authorised Officer to support delivery of the Council(s)’ Waste Strategy (including staff briefings, site visits etc);

(f) Managing and storing all required documentation;

(g) Be available five (5) Working Days per week to meet with the Authorised Officer and/or his representatives should the need arise; and

(h) Attending meetings as required by the Authorised Officer(s) (probably quarterly).

(i) The Council will monitor closely the Contractor’s compliance with its submitted Method Statements and shall discharge these and other duties related to the Services through the appointment of an Authorised Officer and nominated representative(s).

38.7 The Contractor shall meet with the Authorised Officer for the Council at the following frequencies:

|  |  |  |
| --- | --- | --- |
| **Meeting** | **Frequency in Contract Year 1** | **Frequency in Subsequent Contract Years** |
| Meeting with nominated representative | Every 6 weeks | 4 x per year |

38.8 In addition, the Contractor shall attend a meeting during October in each Contract year to present and discuss his Annual Service Improvement Plan with representatives of the Council(s) and the Authorised Officer(s).

38.9 The Authorised Officer may vary the frequency of meetings required.

**39. Complaints**

39.1 The Contractor shall deal promptly, courteously and efficiently with complaints about deficiencies or any other occurrences requiring remedial action by the Contractor. All complaints made in writing (be it by email or post) shall be acknowledged in writing (in the format in which the compliant was received (i.e. if by email then a response by return of email and if by post then a response by return of post) by the Contractor within two (2) Working Days of receipt and a full written reply issued to the complainant and the Council within five (5) Working Days.

39.2 Details of enquiries and complaints received directly by the Contractor and its employees shall be passed by the Contractor immediately to the Authorised Officer and/or his nominated representative for the relevant Council including details of their source, date and time. The Contractor shall keep a written record of all complaints (whether received by him/her direct, or, reported to him/her by the Authorised Officer) together with a record of the action taken by him in relation to those complaints. The Authorised Officer or their nominated representatives for the Council may direct the format or medium for the recording of such enquiries and complaints and the Contractor’s responses to them.

**40. Payment Mechanism**

Throughout the first full year of the Contract the Contractor shall maintain his per-tonne tendered charge for operational services (at Price B within the Pricing Schedule)

On a quarterly basis (every 13 weeks) the tendered rate for the fluctuation of Material Rebate (at Price D within the Pricing Schedule) shall be calculated.

|  |
| --- |
| **Fluctuation of Material Rebate (at Price D within the Pricing Schedule**) |
| **First Fluctuation:** At Contract Commencement (and will consider the period between tendering and Contract Commencement as one single 13 week period, no matter its actual duration)  |
| **D Basis of Fluctuation: actual material composition and mid-point letsrecycle.com monthly material indices calculated as follows:**Revised tonnage rate to apply from Contract Month 1: R = (D x W) + DWhere:R = Reviewed PriceD = Materials Rebate Rate per tonne (tendered price D) at preceding review date or in the case of the first review, at the tendering dateW = Weighted average ‘basket price’ percentage movementTo calculate ‘W’, price changes since the last review date of each material stream shall be multiplied by the relevant proportion of that stream and totalled to give a weighted total price change and then divided by the weighted total price at the preceding review date (or in the case of the first review, at the tendering date) to give a weighted percentage price change. The material prices used in the calculation of W will be the mid-point values for the monthly material indices on letsrecycle.com for the month preceding the review date, or, in the case of the first review, at the tendering date.At the tendering date, the proportions of each material stream are to be set at the Contract Commencement Date, which are to be based on the average of the preceding 3 months’ composition reporting information.At each review date, the assessed proportions of each material stream for the period from the previous review up to the month preceding the review month shall be provided and evidenced by the Contractor in accordance with Section 9 of this Specification. A worked example of the material rebate review (price D) is provided below.The relevant published material recycling indices are as follows:**Basildon (excluding glass)****Letsrecycle.com Material Prices**Mixed PapersOld KLS (Cardboard)News and Pams**EXAMPLE**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Letsrecycle material description** | **Assessed proportion in stream at review** | **letsrecycle.com mid-point price at previous review** | **Weighted price at previous review** | **letsrecycle.com mid-point price at review** | **Change in letsrecycle.com price since previous review** | **Weighted price change since previous review** |
|  | **(P)** | **(Q)** | **(P x Q)** | **(Q')** | **(C = Q'-Q)** | **(P x C)** |
| Mixed Papers | **34%** | **£25** | **£8.50** | **£42.50** | **£17.50** | **£5.95** |
| Old KLS | **55%** | **£102.50** | **£56.38** | **£93.50** | **-£9** | **-£4.95** |
| News and Pams | **11%** | **£115** | **£12.65** | **£95** | **-£20** | **-£2.20** |
| **TOTAL** | **100%** |  |  |  |  | **-£1.20** |

R = Reviewed PriceD = Materials Rebate Rate per tonne at preceding review date or in the case of the first review, at the tendering dateW = Weighted ‘basket price’ percentage movementW = (weighted price change since previous review / weighted price at previous review)Therefore, W = (£-1.20 / £30) = -0.04%R = (D x W) + DR = (£30 x -0.040) + £30. = £28.80 |
| **Frequency of Fluctuation:**Quarterly (every 13 weeks) |

At the first anniversary of the Services Commencement date the second mechanism for fluctuation of rates will apply:

|  |
| --- |
| **Fluctuation of operational services charges (at Price B within the Pricing Schedule**) |
| **First Fluctuation:** First Contract Anniversary (start of Contract month 13) |
| **Basis of Fluctuation:** ‘**All Items** **Consumer Price Index’ (CPI)** - calculated as follows:R = (B x (A - E) / E)) + BWhere:R = Reviewed PriceB = Price B at preceding Review Date or in the case of the first review, at the Services Commencement DateA = CPI at Review DateE = CPI at preceding Review Date or in the case of the first review, at the Services Commencement Date |
| **Frequency of Fluctuation**: Annual at each Contract anniversary. |

Payments will be made by the Council to the Contractor in respect of each Calendar Month during the Contract Period as the product of the tonnage of Contract Recyclables received, managed and Recycled by the Contractor during the preceding Calendar Month multiplied by the Operational Services Charge (price B).

Payments will be made by the Contractor to the Council in respect of each Calendar Month during the Contract Period as the product of the tonnage of Contract Recyclables received, managed and treated by the Contractor during the preceding Calendar Month multiplied by the material Rebate rate (price D).

The Council will deduct from each monthly invoice any Performance Deductions resulting from the Contractor’s failure to deliver the Services in accordance with this Specification. Further details are set out in Section 13.0.

The following process shall apply in respect of Monthly payments.

i. By the fifth Working Day of each Payment Period, the Contractor shall accurately compile a statement of tonnages (meeting all the audit requirements of the Specification), associated rates and totals due in respect of the previous Calendar Month, including all and only tonnage delivered under the Services.

ii. The Authorised Officer will be responsible for approval of the Contractor’s submitted work breakdown and the reconciliation of weighbridge ticket information and the Contractor’s submitted statement and calculations.

iii. Any Payments due by the Parties in respect of each Calendar Month shall be made within 25 Working Days of the issue of the Contractor’s monthly statement in respect of that Calendar Month.

### 1. Throughout the first full year of the Contract the Contractor shall maintain his per-tonne tendered charge for operational services (at Price B within the Pricing Schedule)

### 2 On a quarterly basis (every 13 weeks) the tendered rate for the fluctuation of Material Rebate shall be calculated using the Let’s Recycling Material Prices?