National Framework Agreement for Waste Management and Minimisation

Project Reference: F/072/WMM/20/AB

SCHEDULE A

FRAMEWORK AGREEMENT SPECIFICATION

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Overview

The Countess of Chester Hospital NHS Foundation Trust's Commercial Procurement Service requires supplies to provide waste management and minimisation solutions across a one or more waste streams including but not limited to clinical healthcare waste, reusable sharps, sanitary and washroom services, domestic waste and confidential waste.

The environmental impact of waste is of increasing concern, and Suppliers will be expected to work with Participating Authorities to minimise their waste production and offer environmentally friendly solutions in order to support organisations in meeting their environmental targets as part of a waste management solution.

This national framework agreement will be structured into seven Lots:

Lot 1 – Clinical Healthcare Waste

This lot covers the management, minimisation and disposal of infectious waste, offensive (hygiene) waste, pharmaceutical waste (including cytotoxic and cytostatic medicines), anatomical waste and laboratory waste (cultures and chemicals used in the diagnosis, provision and treatment of human healthcare), sharps, hazardous healthcare waste and wastes that are dangerous for carriage. All such waste streams may cause infection or prove hazardous or offensive to any person coming into contact with them.

Lot 2 – Reusable Sharps

This lot covers the provision of a managed solution for the implementation, supply, collection and cleaning of reusable sharps containers.

Lot 3 – Sanitary, Washroom and Associated Services

This lot covers the collection and disposal of sanitary waste and installation and maintenance of sanitary bins.

Lot 4 – Domestic Waste

This lot covers the management, minimisation and disposal of general non-confidential office waste, offensive healthcare waste, hazardous non-healthcare waste, ferrous and non-ferrous metals, WEEE waste, mattresses and miscellaneous waste.

Lot 5 – Confidential Waste

This lot covers the management, minimisation, destruction and disposal of all confidential waste and both on- and off-site shredding and lockable consoles, bins and sacks.

Lot 6 – Total Waste Management

This lot covers a combination of two or more of the services offered under the Framework Agreement. .

Lot 7 – Waste Minimisation and Innovations

This lot covers innovations in the services offered under the Framework Agreement.

General Requirements

This specification describes the services required and the way in which services are to be provided by the Supplier for the collection, transportation, minimisation and appropriate disposal method at agreed locations for clinical healthcare waste, reusable sharps, sanitary and washroom services, domestic waste and confidential waste. Disposal methods may include incineration, energy recovery from incineration, alternative treatment, recycling and or landfill, dependent on the waste stream.

Groups of Participating Authorities may work in collaboration to award a single contract for waste management services across multiple sites. The process for awarding contracts will be the same whether the Participating Authority is a single Authority or collaborative group.

For the avoidance of doubt, where the Participating Authorities in collaborative groups are sited in adjacent regions as opposed to the same region as per Appendix 2, the region should be considered to be that which the lead Authority for the contract is based in. Where there is no lead Authority, the region should be considered to be that which the majority of Participating Authorities in the collaborative group sit within.

Participating Authorities may require a management service for a full waste stream under a Lot or a partial service. This is to be determined by the Participating Authority.

All Suppliers will be expected to visit all of the Participating Authority(s) sites applicable prior to award of a contract under this framework, in order to familiarise themselves with specific site requirements and understand vehicle access. Suppliers are requested to contact the Participating Authority to arrange suitable dates and times for site visits.

Locations, collection frequencies, estimated waste volumes and other details specified by the Participating Authority(s) are subject to change; the Participating Authority(s) reserve the right to add or deduct sites as appropriate.

Prior to the award of a contract, Suppliers will be required to disclose subcontractors and/or third parties that may be utilised to provide the service to the Participating Authority(s).

1. Legislation, Regulation and Guidance

1.1 Suppliers must, on request, provide full details of any convictions or prosecutions brought against the company for the failure to comply with waste legislation and any other applicable legislation or regulations during the past three years, to allow Participating Authorities to make informed judgements in their award decisions.

1.2 Attached is Appendix A, which contains a list of legislation, regulations and guidelines that are applicable to the Framework Agreement. This is not exhaustive, and Suppliers are expected to comply with all legislation, regulations and guidance that applies to the service(s) they offer at all times to ensure that Participating Authorities utilising the Framework Agreement meet their individual duty of care and other commitments.

1.3 Legislation, regulations and guidelines for waste management change from time to time; suppliers are expected to continue to be compliant with all relevant legislation, regulations and guidance throughout the term of the Framework Agreement, and any contracts called off under the Framework Agreement.

1.4 Suppliers must, on request, provide a written statement of conformity on how they comply with current waste regulations, legislation, guidance and HTM07:01.

1.5 If a Supplier breaches any element of the legislation surrounding Waste Management, the Supplier must immediately advise the Participating Authority and Framework Manager. This breach may result in the Supplier being removed from the Contract and/or Framework.

1.6 For the avoidance of doubt, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

2. Licences and Trade Bodies

2.1 It is a requirement that Suppliers are members of relevant waste trade bodies/associations and institutions such as; the Chartered Institute of Waste Management (CIWM), Waste Management Industry Training and Advisory Board (WAMITAB), Environmental Services Association etc.

2.2 Suppliers must provide when requested and on an on-going basis, evidence of memberships, certifications and licences, as relevant to the Framework Agreement. These may include, but are not limited to:

- Waste Carrier Registration Certificate(s)
- Waste Broker Registration Certificate
- Mobile Plant Licence(s)
- Exemption(s) from waste management licensing
- Local Authority Authorisation(s)
- Transfer Station Licence(s)
- Environmental Permit(s) for the treatment and/or transfer of Healthcare Waste and Hazardous Healthcare Waste Streams
- Integrated Pollution Prevention and Control (IPPC) Permits & Pollution Prevention and Control (PPC) Permit(s)
- Copy of sub-contractor licence(s) and permit(s) where applicable
- Copies of up-to date weighbridge equipment documentation
- DGSA Certificate
- WEEE Certificate(s)
- Environmental Permits
- Scrap Metal Dealer Site Licence
- Hazardous Waste Consignment Notes

2.3 Suppliers will ensure that all waste is treated by approved methods that are authorised by the local authority and/or Environment Agency. Any treatment processes operating without appropriate authorisation must not be used.

2.4 The Supplier shall immediately advise the Participating Authority(s) of any suspension, withdrawal or refusal to renew any licence, certificate or permissions applicable to carrying out the requirements of this contract during the term of the contract.

2.5 The Participating Authority(s) will require sight of the original licences and other relevant documents on a regular basis and will reserve the right to inspect any transit station and disposal facilities at any reasonable time, as implied under the Code of Practice 'Waste Management the Duty of Care'.

2.6 The Supplier will be responsible for all costs associated with finding an alternative Contractor(s)/treatment facility if there is a failure on their part to undertake the services outlined within the specification at any time during the contract period.

2.7 The Supplier must carry out all works expeditiously and in strict compliance with all relevant legislation. This shall include (but is not limited to): Control of Pollution Act 1974, Health and Safety at Work Act 1974, Control of Pollution (Amendment) Act 1989, Environmental Protection Act 1990, Environmental Permitting Regulations 2010 (SI 675) along with any amendments to the above and all other statutory obligations not specifically referred to.

2.8 The Supplier must carry out all works expeditiously and in strict compliance with all relevant legislation. This shall include (but is not limited to): Control of Pollution Act 1974, Health and Safety at Work Act 1974, Control of Pollution (Amendment) Act 1989, Environmental Protection Act 1990, Environmental Permitting Regulations 2010 (SI 675) along with any amendments to the above and all other statutory obligations not specifically referred to.

2.9 Section 34(1) of the Environmental Protection Act 1990 imposes a duty of care on any person who imports, produces, carries, keeps, treats or disposes of controlled waste or, as a broker, has control of such waste. Suppliers are to ensure they, and any sub-contractors, are fully compliant with their responsibilities under this Act.

2.10 Under the Environmental Protection Act 1990, the person transferring the waste and the person to whom it is transferred must complete and sign a waste transfer note containing specific information, copies of which must be held for two years, and provided to a waste regulation authority if required to do so by the authority.

2.11 The Supplier must ensure that any person or organisation involved in activities under or related to this contract has any authorisations that are required under any statute, regulation or by-law of any local authority; or any statutory undertaking or any common law. The Supplier shall provide on request copies of any documents that may be required by the Participating Authority(s) and the Framework Manager to fulfil its duty of care under the Environmental Protection Act Section 34.

3. **Duty of Care**

3.1 To ensure that the Participating Authority(s) Duty of Care in respect of waste is adequately discharged, Suppliers are required to:

3.1.1 Visit the sites, prior to confirming pricing and entering into any contracts, in order to establish the suitability of their proposed arrangements for the removal of waste.

3.1.2 Provide details of weighbridge facilities or other waste tracking processes.

3.1.3 Provide a fully detailed example of an audit trail relating to the collection of all waste streams including appropriate method statements where significant risk is identified.

3.1.4 Produce a complete procedure, which covers all the requirements of the Environmental Protection Act 1990, as amended, the Environmental Protection (Duty of Care) Regulations 1991, as amended, including Code of Practice on Duty of Care, Environmental Permitting Regulations 2010, COSHH and the requirements of the Health and Safety at Work Act. This must include formal Risk Assessment documentation.

3.1.5 Suppliers are requested to provide a 'Duty of Care' report for any organisation that they propose to use during the execution of this Framework Agreement either frequently or on a contingency basis. Reports provided must be no older than 12 months old.

3.1.6 Adherence to Duty of Care principles will be a continuing process throughout the duration of the Framework Agreement and subsequent contracts derived under the Framework Agreement. Suppliers are required to amend this procedure and their reporting requirements in line with any regulatory or statutory guidance changes as applicable thorough the life of the Framework Agreement and subsequent contracts.

3.1.7 Suppliers are required to advise if their organisation carries out DBS (Disclosure and Barring Service - Replacement of CRB checks) checking of directly employed staff and subcontracted staff, and how their organisation would undertake and manage DBS checking if their organisation prior to the award of a contract.

4. Service Schedule

4.1 The service schedule is to be agreed with each Participating Authority prior to the signing of any contract.

4.2 Suppliers may suggest improvements to service schedules or the use of alternative waste holding/storage equipment throughout the contract. All proposals should be outlined in writing to the Participating Authority(s) and associated costs and/or savings should be highlighted.

4.3 Variations in service requirements will be notified to the Suppliers as and when required. The period of notice and a mechanism for agreeing variations will be agreed between the Participating Authority(s) and the Supplier prior to contract award.

4.4 Locations, frequencies of collection and other details may be subject to change during the contract term. The Participating Authority(s) reserves the right to add or remove sites as appropriate.

5. Sub-Contracting

5.1 Suppliers must make it clear to Participating Authorities where they are intending to sub-contract and/or employ a third party to fulfil services under the Framework Agreement, prior to the award of any contract.

5.2 Names, addresses and contact details of proposed sub-contractors to be utilised must be provided together with all relevant licences and requirements as below:

- Waste carrier registration certificate;
- Waste broker registration certificate;
- WAMITAB certificates and copies of continuing competency certificates;
- Mobile plant licence;
- Exemptions from waste management licensing;
- Local authority registrations;
- Transfer station licences, waste management licences and/or environmental permits or IPPC

5.3 Where suppliers sub-contract and/or employ a third party to fulfil services under the Framework Agreement, the supplier is responsible for ensuring all parties involved in the delivery of these services comply with the requirements of this specification.

5.4 Suppliers must not sub-contract the collection, treatment, transportation or disposal of waste without the prior consent in writing from the Participating Authority(s).

5.5 Where sub-contracting arrangements do exist, the Supplier must arrange for all invoices to be coordinated so that the Participating Authority(s) receive one consolidated monthly invoice.

5.6 For the purposes of the Framework, if geographic location affects the assignment of sub-contractor the Supplier is to provide details of their main sub-contracting organisations, specific details should then be provided prior to award of a Contract.

6. Contract Implementation Plan

6.1 Comprehensive Contract Implementation Plans are required for each Contract under this Framework (preferably in Gantt chart format); this must reflect the planned procedure of smooth handover from the incumbent provider to the successful provider, considering: replacement of bins/containers/bags, security, collection dates and site purges where applicable.

6.2 The Contract Implementation Plan will outline the following:

- The proposed collection schedule for the Participating Authority's various sites
- Proposed plan for the ordering and delivery of new bins/containers to the Participating Authority
- Proposed plan for the ordering and delivery of new vessels/sacks/ties etc.
- The method of transportation to be used for the collection of waste
- Details of recruitment, training and development and mobilisation of staff to service/deliver the Contract (including any Disclosure and Barring Service (DBS) checks where appropriate and required by the Participating Authority)
- The co-ordination of any sub-contracting arrangements required to fully service the Contract as specified
- Proposed timetable to complete duty of care visits for the Participating Authority representatives
- Any proposed changes that can be implemented to reduce the environmental impact and volumes of waste
- Any proposed changes that can be implemented to cost save across the Participating Authority's site(s)

6.3 Suppliers may nominate a revised collection frequency if this suits the Participating Authority(s) and does not adversely affect the overall cost of the contract. Proposals will be agreed in with the Participating Authority(s) prior to the contract commencing at call off.

6.4 The Implementation Plan provided by the Supplier is subject to alteration and agreement with the Participating Authority(s).

6.5 Waste Pre-Acceptance Audits must be undertaken prior to the implementation of a contract.

7. Contract Management

7.1 The Participating Authority, in accordance with its Duty of Care principles, will agree the Key Performance Indicators (KPI's) with the Supplier, to commence at the start of the Contract and be based on a continuous assessment process throughout the life of the Contract.

7.2 The Supplier and the Participating Authority will be responsible for monitoring the quality and effectiveness of the contracted services using these predetermined KPI's. All Suppliers must be able to provide measures against the KPI's in addition to evidence behind the measure.

7.3 If KPIs are consistently not met, Participating Authorities reserve the right to terminate the Contract at any time.

7.4 KPIs may include (but are not limited to):

- Service level measurement
- Response times to new orders and removals
- Stock quality control
- Continuous improvement
- Management information
- Complaints procedure and resolution
- Bin functionality (e.g. lids lock, wheels working)
- Missed services
- Proactive responses to issues
- Progress towards NHSI 60%/20%/20% waste targets (where applicable)
- Improvements in percentage of waste recycled
- Reductions in percentage of waste to landfill

7.5 The Supplier shall provide monthly service reports to the Participating Authority. The detail of these shall be agreed between the Supplier and the Participating Authority before the contract commences. The reports shall include as a minimum, but not be limited to the following:

- Reports will be provided for each site that the Supplier is providing a service to the Participating Authority for.
- A summary of all operational activities provided, highlighting planned dates and actual dates when activities were carried out.
- A summary of the service performance.
- Details on any requests for contract variation.
- Details of all complaints and remedial action taken or in progress.
- Statement of accounts demonstrating full visibility of the invoiced amounts, payments made by the Participating Authority and payments made to sub-contractors.
- Forthcoming changes in legislation that may impact the service.
- Health, Safety and environmental breaches and recordable accidents, incidents and near misses relating to the building and or the services provided
- Recommendations on the content of the Participating Authority's Safety Management Information System.
- Review of staffing numbers, and management structure including a full list of site staff showing name, job descriptions, work location, Disclosure and Barring Services (DBS) status, licences and other relevant certification/qualification details as required.
- Service delivery proposals and contractual issues if any changes have occurred.
- Reporting on waste management and waste streams
- All performance monitoring must be agreed with each Participating Authority, before the contract starts.

7.6 A Contract review meeting will be held on a quarterly basis (or other timeframe as agreed) between the Supplier and the Participating Authority's representatives.

7.7 The Supplier will nominate an Account Manager to work with Participating Authorities on improvements to services including (but not limited to) improvements in waste minimisation, segregation, recycling etc. and to provide a single point of contact where required, to allow the Supplier and Participating Authority to work in partnership to improve the management of waste on their site(s). This is in addition to the Supplier's Customer Service Team, who will manage day to day queries from Participating Authorities.

7.8 The Supplier will nominate an Account Sponsor within their senior team for each Participating Authority contract. This Sponsor will be responsible for the Participating Authority's account within the organisation, and will act as a strategic lead. They will remain available to the Participating Authority over and above the Account Manager in the event of service failure or for complaint escalation if required.

7.9 The Participating Authority shall receive monthly management information in relation to all contracted waste streams under this Framework. This should ideally be in an electronic format and web based for the Participating Authority to manipulate as required.

7.10 The Supplier will provide a monthly consolidated invoicing report, detailing number, volume and cost of collections to both the Participating Authority's finance department and the relevant representative. The report provided to the Participating Authority must include details such as, but not limited to, waste type, source department (where applicable), costs of waste collection process, rental details, additional costs, government levies and weights, end of life, etc. this information must be provided for each waste stream under this Framework and contracted by the Participating Authority.

8. Service Variations

8.1 Variations in service requirements will be notified to the Supplier as and when required using an agreed form. The period of notice for variations will be subject to the Participating Authority service criteria.

8.2 A mechanism for agreeing variations will be agreed between the Participating Authority and the Supplier prior to the Contract award. Suppliers are required to provide a proposed mechanism for agreeing variations as part of their Framework tender submission.

9. Servicing of the Contract

9.1 The details for servicing of the contract will be agreed between the Supplier and the Participating Authority. They should include:

- Relevant clearances for service delivery personnel;
- Nomination of Account Manager and Account Sponsor;
- Staff structure and day to day support;
- Staff training and competency;
- Waste disposal and relevant licenses;
- Dealing with emergency callouts; and
- A proof of service document signed by each department should be emailed to a named person within the Participating Authority after each service visit.

9.2 Suppliers are required to provide full details of each waste stream, waste transfer, treatment and disposal processes they propose to use during the course of the Framework Agreement.

9.3 Suppliers must provide copies of licences/permits of any disposal/treatment sites that are proposed for use to service this Framework Agreement.

9.4 Suppliers are required to provide full details regarding the performance history of all proposed facilities (including contingency facilities) that will be used to service the Framework. Information should include:

- Use and performance;
- Efficiency testing;
- Ash residue (if incinerator/if appropriate);
- Microbiological treatment standard (non incineration only);
- Material testing (non incineration only); and
- Storage and testing of shredded material (non incineration only).

9.5 The Contractor will put in place a system of tracking and auditing bin movements which is acceptable to and easily monitored by the Participating Authority(s). This system which may be by bar coding or a numbered bin system must be maintained by the Contractor. It should permit the identification and monitoring of all bins, from the waste yard, to the wards/departments, the return to waste yard, to the carriers vehicle and through to the waste disposal site.

9.6 The information collected by the system set up is to be supplied to each Participating Authority(s) in respect of their sites either on a monthly basis or as requested by that Participating Authority(s).

9.7 The reports received by the Participating Authority(s) will be compared by the Participating Authority(s) with the Consignment Notes and Waste Transfer Notes which correspond with each collection of clinical healthcare waste. This will ensure accurate recording and correlation of all waste transferred off site.

9.8 Suppliers must appoint a single point of contact to manage the daily activities of each Contract.

9.9 The Supplier will be required to nominate a competent person(s) who can be contacted during operational hours. The Supplier will also be required to nominate a competent person(s) who can be contacted in the event of an emergency.

9.10 An out-of-hours phone number will be required and communicated to the Participating Authority. The Participating Authority will supply the Supplier with similar out-of-hours contact names for each of the sites included within the Contract.

9.11 The Supplier shall respond to any complaint, verbal or otherwise, within 48 hours of receipt. The Account Manager and Account Sponsor shall remain available for escalation of any complaints where required by the Participating Authority.

9.12 The nominated Account Manager shall notify the Participating Authority as soon as reasonably practical (and in any event within 24 hours) of any accident, emergency or untoward incident which may affect the Participating Authority.

9.13 Indicative examples of incidents which the Participating Authority would wish to be made aware include (but are not limited to):

- Death or serious injury of any person of any member of the Supplier's (or any sub-contractor's) staff in the course of their work duties.
- Death or injury of any other person as a result of the actions or inactions of the Contractor (or any sub-contractor or employee).
- Road Traffic accidents involving the Supplier's or sub-contractor's vehicle(s).
- Prosecution or conviction of the Supplier, any sub-contractor or any employee for an environmental or other offence relevant to the duties in this specification.
- Escape of waste, discharge of polluting matter to any surface waters, discharge of dark smoke to air or any breach of any licence or environmental permit condition.
- Injury to any person or damage to any property on Participating Authority premises as a result of activities under this specification.

9.14 After notifying the Participating Authority, the Supplier will conduct a thorough investigation and shall report to the Participating Authority of their findings as to the cause of the incident, a description of the procedures put in place to limit any further

damage and/or prevent any re-occurrence and any recommendations that the Participating Authority may wish to consider in respect of its own operations.

10. Supplier's Staff

10.1 The Supplier shall ensure that every person employed by the Supplier and/or sub-contractor employed for the provision of waste management services, is at all times properly and sufficiently trained by having participated in a formal training programme prior to commencing work. Details of training records should be available as requested by the Participating Authority.

10.2 Supplier drivers, escorts etc. should wear an appropriate uniform and ID badge at all times whilst on the Participating Authority's premises. Supplier personnel must respect the rules of the various Participating Authority sites and abide by these at all times.

10.3 Staff appointed by the Supplier and/or sub-contractors and/or temporary staff must be aware of all relevant rules and procedures concerning Health and Safety at Work and the recording of all accidents and untoward occurrences involving waste disposal procedures at the Participating Authority sites.

10.4 Reportable incidences (i.e. RIDDOR) whilst undertaking work on behalf of the Participating Authority must be reported on the appropriate Accident/Incident Form and copies forwarded to the authorised officer.

10.5 The Participating Authority reserves the rights to request the removal of Staff who fail to carry out the service to the standards required by the Participating Authority as outlined within the Contract and/or this specification.

11. Transportation of Waste

11.1 The Supplier shall maintain a comprehensive Transportation Plan giving details of routes (including alternatives, should the primary route be unavailable), collection points, timetables, vehicles and driver details. The Transportation Plan should allow sufficient flexibility to accommodate any reasonable special needs that the Participating Authority may have. The Supplier shall consult and agree with the Participating Authority in advance of making any alterations.

11.2 When requested, Suppliers must provide written details of how they propose to transport waste from site to off-site waste destruction facilities and if applicable how waste is transported to final disposal sites.

11.3 All vehicles used for providing the services are to be roadworthy in accordance with the Road Traffic Acts and as appropriate be properly licensed by the Local Authority and where appropriate be of a type that conforms to current Motor Vehicle Regulations (i.e. Motor Vehicles (Construction and Use) Regulations, the Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2004 etc.) and future regulations during the course of the Framework Agreement and any Contracts derived under it.

11.4 Vehicles must be maintained to a high standard of reliability and roadworthiness according to the Motor Vehicles (Construction and Use) Regulations.

11.5 The interior and exterior of all vehicles must be kept clean and tidy. The Supplier will be required to demonstrate that they can provide adequate cover for the non-availability of vehicles for any reason.

11.6 The vehicles shall at all times, at the expense of the Supplier, be appropriately licensed and insured. The Supplier shall provide evidence of insurance and breakdown cover for all vehicles. Evidence of insurance and breakdown cover provision will be required to be produced to the Participating Authority upon request.

11.7 The Supplier shall provide evidence of current registration by the appropriate authority, as a waste carrier for the transportation and disposal of all of the waste streams covered by this Framework.

11.8 Suppliers may be requested to provide details of their company's Dangerous Goods Safety Advisor (DGSA) including evidence of qualifications, certification and technical competence together with a copy of their most recent Dangerous Goods Safety Advisor Report.

11.9 Supplier may be requested to supply specific Participating Authorities with a copy of the Dangerous Goods Safety Advisor report on an annual basis.

11.10 The Supplier shall ensure that the necessary Transport Documentation required to support the carriage of UN3291, Sharps Waste, Unspecified and N.O.S. (as required under the CDG Road Regulations 13(2) is completed in order to ensure that the Participating Authority is not in breach of their Duty of Care.

11.11 In the event of non-availability of vehicles for any reason including fuel shortage, the Supplier must have and maintain clear and detailed contingency plans.

11.12 Suppliers must produce, when requested, evidence of their abilities and authorisation to transport and/or recycle the various waste streams.

11.13 It is essential that the Supplier uses the most cost and environmentally efficient route to carry out the Waste service. Participating Authorities may expect the Supplier to assist with their Carbon Reduction Targets and providing details of carbon produced.

12. Vehicle Access

12.1 The Participating Authority will ensure that adequate access and space are provided for the Supplier for the collection of waste streams in accordance with the agreed service schedule.

12.2 The Supplier will be required to park their vehicle in an appropriate location not causing hazards or obstructions. Restrictions regarding the size of the site and access to departments will be detailed during the implementation phase.

12.3 Site parking will only be permitted during the period of loading and unloading.

12.4 Suppliers will ensure vehicles used to collect waste/serve any contracts derived under the Framework Agreement will avoid the blocking/disruption to vehicles or public access to of the Participating Authority(s) sites.

12.5 The sites are not to be used for temporary storage of waste units as part of the collection process.

13. Noise Control

13.1 The Supplier shall ensure that all measures are taken to control the noise levels produced by operations on the Participating Authority(s) site(s) required under or by virtue of any enactment, regulation or Codes of Practice or by the working rules of any industry.

13.2 The Supplier's attention is drawn in particular to Part III of the Control of Pollution Act 1974, Part III of the Environmental Protection Act 1990 and any Regulation made or Codes of Practice approved there under, the Noise and Statutory Nuisance Act 1993 and Directive 92/97/EEC amending Directive 70/157/EEC on the approximation of the laws of the Member States relating to the permissible sound level and the exhaust system of motor vehicles and the UK regulations made there under.

14. Major Incidents

14.1 In the event of a major incident occurring, the Supplier will be responsible for disposing of the waste generated by the Participating Authority. This will apply to waste streams that they are contracted to manage.

14.2 The Participating Authority in conjunction with emergency services and the Environment Agency will advise the Supplier of the nature of the waste.

14.3 Supplier should note that subject to the major incident in question, additional bins/containers maybe required in addition to bins/containers already on site.

15. Spillages and Accidents

15.1 Suppliers are expected to provide method statements for all waste streams, including for dealing with any spillage, or accident. Where applicable, the spillage must be reported to the Participating Authority representative and logged internally at the Supplier; the appropriate method of legislative reporting must also be followed.

15.2 Costs associated with clearing spillages and to remedy accidents where the Supplier has been at fault must be met by the Supplier. This includes third-party costs where the Participating Authority has had to raise an order for works and also any internal costs incurred by the Participating Authority for invoice processing and to effect remedial measures/repairs. Where a spillage or accident caused by the Supplier results in an inability to provide the normal service (either by the Supplier or the Participating Authority), temporary alternative arrangements must be provided by, and at the expense of, the Supplier, such that waste does not accumulate at the Participating Authority's premises.

16. Contingency Planning

16.1 Contingency plans must be in place and are expected to include cover for, but not limited to, driver shortages, strikes, fuel shortages, inclement weather, traffic issues, pandemic illnesses etc.

16.2 The Contingency Plan must allow for immediate transfer of waste collection/disposal in order that the Participating Authority does not suffer as a result of the Suppliers non-performance. This Plan must also ensure that cover is available 24 hours a day, 7 days a week including weekends and Bank Holidays where reasonably requested.

17. Invoicing

17.1 Details of Invoice address, key accounting personnel and invoice frequency will be determined between the Participating Authority and Supplier. The Supplier will be requested to provide details of:

- Credit control contacts
- Invoice sample

17.2 The Supplier will provide the Participating Authority with a choice of invoicing if requested, for example one invoice per site, or a single consolidated invoice.

17.3 All invoices must quote the current price per tonne/unit, or unit cost, for the collection and relevant Waste Transfer Notes / Consignment Notes and Certificates of Destruction.

17.4 Where sub-contractors/third parties are used to manage various waste streams on behalf of the Participating Authority(s) via the Supplier, the Supplier is responsible for managing and coordinating all invoicing arrangements and shall arrange for all invoices to be co-ordinated with the Participating Authority(s) receiving one consolidated monthly invoice. Proposed methods of managing invoicing arrangements between sub-contractors and/or third parties must be provided in writing to the Participating Authority(s) prior to the award of a Contract.

17.5 Any associated administration charges for the management of third parties and / or sub-contracted services (including the consolidation of collections, invoicing arrangements etc.) must be included in the agreed contract price.

18. ISO Requirements

18.1 ISO 9001:2015 accreditation or a demonstrably equivalent alternative quality management system must be held by the Supplier. Certificates must be made available on request.

18.2 ISO 14001:2015 accreditation or a demonstrably equivalent alternative environmental management system must be held by the Supplier. Certificates must be made available on request.

18.3 ISO 45001:2018 or OHSAS 18001:2007 accreditation or a demonstrably equivalent alternative occupational health and safety system must be held by the Supplier.

19. Sustainability, Innovation and the Environment

19.1 All Suppliers must provide on request their Sustainability Policy, outlining mechanisms for ensuring that processes in place are sustainable and designed to reduce Environmental, Economic and Social impact.

19.2 Suppliers must detail the sustainable initiatives their organisation currently has in place and if their organisation has any initiatives that promote green transport. Suppliers should also advise any future initiatives they intend to develop.

19.3 Suppliers must provide details on what steps their organisation has taken, or is intending to take, to reduce CO2 emissions per tonne.

19.4 Suppliers must detail what innovative ideas they can offer to reduce costs on an on-going basis for the Management of Waste and Minimisation Services.

19.5 All Suppliers are asked to provide written details of any Training/Education initiatives that they can provide regarding waste minimisation, segregation, recycling and effective operation of equipment that is appropriate to the Participating Authority(s).

19.6 Participating Authority(s) reserve the right to accept or reject any proposed innovations/additional services prior to acceptance of an offer.

LOT 1 – CLINICAL HEALTHCARE WASTE

This Lot will encompass the segregation, recycling, storage, collection, treatment and final disposal of clinical healthcare waste. This includes, but is not limited to:

- Infectious waste
- Offensive (hygiene) waste
- Pharmaceutical waste (including cytotoxic and cytostatic medicines)
- Anatomical waste
- Sharps
- Laboratory wastes (cultures and chemicals used in the diagnosis, provision and treatment of human healthcare
- Wastes that are dangerous for carriage

All such waste streams may cause infection or prove hazardous to any person coming into contact with them.

Suppliers appointed to Lot 1 of the Framework Agreement will meet the following requirements.

1. Duty of Care

1.1 The Supplier must ensure all designated waste streams are traceable from its source to the point of final disposal, in order that the Participating Authority's Duty of Care, in respect of the designated waste streams, is adequately undertaken. All documentation must be provided in a timely manner agreed with the Participating Authority upon implementation of services and available on request. When requested Suppliers are required to:

- Visit the sites, prior to the award of any contract, in order to establish the suitability of their proposed arrangements for the removal of waste;
- Provide comprehensive written documentation relating to all aspects of the Framework;
- Provide a fully detailed audit trail relating to the collection of Clinical Healthcare Waste, including appropriate method statements where significant risk is identified;
- Provide details of weighbridge facilities or other waste tracking processes
- Produce a complete procedure, which covers all the requirements of the Environmental Protection Act 1990, as amended, the Environmental Protection (Duty of Care) Regulations 1991, as amended, including Code of Practice on Duty of Care, Environmental Permitting Regulations 2010, COSHH and the requirements of the Health and Safety at Work Act. This must include formal Risk Assessment documentation.

1.2 Suppliers must be able to provide a 'Duty of Care' report for any organisation that they propose to use during the execution of this Framework, either frequently or on a contingency basis. Reports provided must be no older than 12 months.

1.3 Adherence to Duty of Care principles will be a continuing process throughout the duration of the Framework. Suppliers are required to amend this procedure and their reporting requirements in line with any regulatory or statutory guidance changes as applicable.

1.4 Suppliers must ensure they meet all legislative requirements to operate in the relevant field and that all required licences are kept current for the life of the Framework and any Contracts awarded under it. Failure to do so will result in the Supplier being removed from the Contract and/or Framework.

1.5 The Supplier shall at all times cooperate with the Participating Authority to assist and facilitate compliance with their obligations and duties under the Environmental Protection (Duty of Care) Regulations 1991, including but limited to allowing the Participating Authority to visit (whenever the Participating Authority shall reasonably require) disposal sites and facilities being used or employed by the Supplier for the collection, transfer and disposal of the Participating Authority's waste.

1.6 If required by the Participating Authority, Suppliers must advise if their organisation carries out DBS (Disclosure and Barring Service) checks for directly employed and sub-contracted staff.

2. Waste Sites

2.1 Details of primary treatment sites proposed to be used to provide services under this Framework Agreement for all Clinical Healthcare Waste streams must be made available on request. These details will include as a minimum, location, capacity, permits and details of the local Environment Agency office that issued the licences for the primary treatment sites. Suppliers must also be able to provide details regarding backup or contingency treatment and/or disposal sites or facilities to be used in the event of a primary site being unavailable.

2.2 Suppliers may be requested to provide full details regarding the performance history of all proposed facilities (including contingency facilities) that will be used to service contracts under the Framework. Information should include:

- Use and performance
- Efficacy testing
- Ash residue (if incinerator/if appropriate)
- Microbiological treatment standard (non incineration only)
- Material testing (non incineration only)
- Storage and testing of shredded material (non incineration only)

2.3 The Supplier shall ensure that Clinical Waste is treated in accordance with methodologies that are authorised by the Environment Agency and in line with the Hazardous Waste Regulations. Treatment processes operating without appropriate authorisation and/or regulation must not be used. The Supplier shall immediately advise the Participating Authority of any suspension, withdrawal or refusal to renew any licence, certificate or permissions applicable to carrying out the requirements of this Framework.

2.4 The Supplier will be responsible for all costs associated with finding an alternative Supplier/treatment facility (either on or off the Participating Authority's site) if there is a failure on their part to undertake the services outlined within the specification at any time.

2.5 In the event of a missed collection, the 'catch up' service must be provided by 8pm on the next day of service. After that point, all costs and/or charges from a contingency service provider will be payable by the Supplier.

2.6 The Participating Authority will require sight of the original licences and other relevant documents or recycling permits etc., on a regular basis and will reserve the right to inspect any depot, transfer station, disposal or treatment facilities as implied under the Code of Practice 'Waste Management the Duty of Care'.

2.7 The Participating Authority reserves the right to visit the specified site(s)/facilities(s) in accordance with its "Duty of Care" responsibilities under the Environmental Protection Act 1990 and Hazardous Waste Regulations.

2.8 The Supplier must comply with the current relevant legislations relating to the disposal of Cytotoxic and other drugs, foetal tissue and part or whole limbs, in accordance with Department of Health guidelines including Health Technical Memorandum 07-01: Safe Management of Healthcare Waste.

2.9 Suppliers must advise if they export waste and if so detail where waste is exported to, and the process and procedures that are in place to protect against illegal disposal, contamination and pollution of by exported clinical waste streams.

3. Assurance and Environmental Policy

3.1 On request Suppliers shall provide details of the quality assurance system and/or accreditations (including copies of certificated evidence) operated by their company, and any nominated sub-Supplier, which are applicable to this Framework. It is required that any Supplier on this Framework holds at least ISO 9001:2015 (or an

equivalent recognised standard). Suppliers should also advise where they hold additional certification for specific waste streams.

3.2 Suppliers will provide when requested details of any environmental policies and/or accreditations (including copies of certificates) developed or received by their company, and any nominated sub-Supplier, which are applicable to this Framework.

3.3 Following the award of a Contract, Suppliers may be asked to provide details on how the services they offer would improve environmental, social and economic wellbeing for the Participating Authority and provide an explanation of the process they would use to secure that improvement.

4. Clinical Healthcare Waste Categories

4.1 The definition of clinical healthcare waste is laid out in the Health Technical Memorandum (HTM) 07-01.

4.2 Suppliers must provide a written statement of conformity with their tender proposal on how they comply with current waste regulations, guidance and the Health Technical Memorandum (HTM) 07-01: Safe Management of Healthcare Waste. This statement must be made available to Participating Authorities prior to the award of any Contract.

4.3 Suppliers must be capable of providing a waste management service for all categories of Clinical Healthcare Waste, and are required to provide pricing for each of the separate groups of waste included in the contract specification.

4.4 Infectious Waste

4.4.1 Infectious waste is a waste that poses a known or potential risk of infection, regardless of the level of risk or type of infection. It includes, but is not limited to, all substances containing viable microorganisms or their toxins, which are known, or reliably believed, to cause disease in man or living organisms.

4.4.2 Healthcare wastes generated from healthcare practices or produced by healthcare workers in the community are considered to be infectious waste unless assessment has taken place. This assessment is based on item and patient specific clinical assessment by a healthcare practitioner. It is the Participating Authority's healthcare practitioner's decision as to whether the waste should be treated as infectious or not.

4.4.3 Municipal waste from domestic minor first-aid and self-care of a type that does not involve recourse to a Healthcare Practitioner is assumed to be non-infectious unless a Healthcare Practitioner indicates otherwise. Therefore, soiled waste such as nappies, sanitary products and plasters are not considered to be infectious, unless a Healthcare Practitioner gives the producer advice to the contrary.

4.4.4 Similarly, municipal type waste from industrial and commercial premises is assumed to be non-infectious providing that a risk assessment has been conducted. Therefore, soiled waste such as sanitary products and plasters are not considered to be infectious unless a Healthcare Practitioner gives specific advice to the contrary.

4.4.5 Waste contaminated with non-infectious bodily fluids is capable of causing offence and therefore, requires appropriate packaging to alert those in the waste management chain of the contents. The HTM 07-01 v2 document identifies such waste as offensive/hygiene waste.

4.5 Anatomical Waste

4.5.1 Anatomical waste includes, but is not limited to:

- All human and animal tissue (being part of a body or organ), with the exception of very small unidentifiable pieces of skin or flesh incidentally removed from treatment of wounds or during very minor surgery (for example, mole removal, nail clippings etc)
- Pieces of waste bone/tissue from maxillofacial surgery

4.5.2 Anatomical waste requires disposal by incineration in a suitably licenced or permitted facility.

4.5.3 Anatomical waste must at all times be managed, treated, transported and disposed of in accordance with the Human Tissue Act 2004.

4.6 Pharmaceutical Waste

4.6.1 Pharmaceutical waste includes, but is not limited to, expired, unused, spilt, and contaminated pharmaceutical products, drugs, vaccines, and sera that are no longer required and need to be disposed of appropriately.

4.6.2 Pharmaceutical waste also includes, but is not limited to, discarded items contaminated from use in the handling of pharmaceuticals, such as bottles or boxes with residues, gloves, masks, connecting tubing, syringe bodies and drug vials.

4.6.3 Memorandum 07-01 divides medicines into three broad groups:

- Cytotoxic and cytostatic;
- Pharmaceutically active, but not cytotoxic and cytostatic; and
- Not pharmaceutically active and possessing no hazardous properties (examples include saline and glucose).

4.6.4 Pharmaceutical waste is listed in both Chapter 18 and Chapter 20 of the European Waste Catalogue (EWC). The term “cytotoxic and cytostatic” relates to the classification of waste medicines in the EWC.

4.6.5 Only cytotoxic and cytostatic medicines are classified as a hazardous waste, although other medicines often possess hazardous properties and therefore require appropriate treatment and disposal.

4.6.6 A cytotoxic and cytostatic medicine is a medicinal product possessing any one or more of the hazardous properties:

- H6: Toxic;
- H7: Carcinogenic;
- H10: Toxic for reproduction; and
- H11: Mutagenic.

4.6.7 Medicines other than cytotoxic and cytostatic medicines may have hazardous properties that should be identified to subsequent holders for the purposes of Duty of Care and for transport.

4.6.8 To establish whether a medicinal product has the above mentioned hazardous characteristics, pharmacists should refer to the products’ material safety data sheets (MSDS; sometimes referred to as “COSHH sheets”).

4.6.9 In England, Wales and Northern Ireland, the Hazardous Waste Regulations place prohibitions on producers mixing waste types. The mixing of a cytotoxic and cytostatic medicine with any other medicine, including other cytotoxic and cytostatic medicines, is prohibited where they are chemically incompatible or the necessary treatment/disposal of the waste is affected.

4.7 **Offensive/Hygiene Waste**

4.7.1 Offensive/hygiene waste is waste that is non-infectious but may cause offence due to the presence of recognisable healthcare waste items, body fluids or odour. It does not require specialist treatment or disposal.

4.7.2 Offensive/hygiene waste includes waste previously described as human hygiene waste and ‘sanpro’ waste, and does not need to be classified for transport.

4.7.3 Examples of offensive/hygiene waste include, but not limited to, the following:

- Incontinence and other waste produced from
- Human hygiene
- Sanitary waste
- Nappies
- Medical/veterinary items and equipment which do not pose a risk of infection, including gowns, plaster casts etc.
- Animal faeces and soiled animal bedding

4.7.4 The European Waste codes that relate to Offensive Waste streams can be identified in chapter 18 as 18 01 04 (Wastes whose collection and disposal is not subject to special requirements in order to prevent infection (for example dressings, plaster casts, linen, disposable clothing, nappies)).

4.8 **Hazardous Healthcare Waste**

4.8.1 Hazardous healthcare waste included in this Framework Agreement is that defined by current and any future legislation.

4.8.2 Specific categories of Hazardous Healthcare waste included within this Framework include but are not limited to:

- Healthcare waste contaminated with radioactive material
- Infectious waste contaminated with cytotoxic and/or cytostatic medicinal products
- Sharps contaminated with cytotoxic and cytostatic medicinal products
- Infectious and other waste requiring incineration including anatomical waste, diagnostic specimens, reagent of test vials and kits containing chemicals
- Amalgam waste from dental care.

4.8.3 Subject to revised legislation and regulations, these categories are subject to alteration during the course of the Framework Agreement.

4.9 Sharps Waste

4.9.1 Sharps wastes will include, but is not limited to, items such as needles, hypodermic needles, scalpels and other blades, infusion sets, broken glass, scissors etc. which could cause cuts or puncture wounds. In some instances they may contain pharmaceutical products.

4.9.2 The Supplier may be required to supply sharps containers to Participating Authorities as part of this service. This will be determined by the Participating Authority. All sharps containers must safely contain contaminated sharps and be air-tight and liquid proof. These properties must be maintained from the point of use, during temporary storage, during handling and transport to the point of treatment and final disposal.

4.9.2 Sharps containers should ideally include the following safety features:

- A visible window to allow the operator to see the sharps levels from the front of the container
- An overfill protection mechanism to ensure that sharps containers placed within public access areas cannot be overfilled

- A hand entry prevention system which eliminates the possibility of retrieving disposed sharps
- A tamper proof locking mechanism
- The sharps container should be pre-assembled by the supplier to eliminate the possibility of incorrect assembly.

4.9.4 The sharps containers provided must have undertaken independent laboratory testing to the following sections of BS EN ISO 23907-1:2019:

- Security and strength of the handle
- Test for security of aperture closure devices
- Resistance to penetration
- Resistance to vertical dropping
- Resistance to leakage

4.9.5 Sharps containers must be fitted with a sharps aperture, capable of receiving syringes and needle assemblies for all standard sizes up to and including 20ml, together with other sharps, blood collection single use adaptors and giving sets. It must be possible to close and seal the aperture at any time between empty and full to maximum capacity. Where possible it should also have availability of a temporary closure system. The closure mechanism must pass the test for security of attachment of aperture closure devices described in BS EN ISO 23907-1:2019 and contain an aperture with a tilt mechanism for the safer disposal of sharps.

4.9.6 Sharps containers should be supplied with a handle or other lifting device which allows the container to be carried safely with one hand. The lifting device must be positioned above the fill line, must not obstruct access to the sharps aperture, and must be sufficiently robust to ensure that it does not break during use and during transport to the disposal site. It must remain attached to the box when the box is filled with sharps to its maximum capacity.

4.9.7 Sharps containers must be clearly marked with the international bio-hazard warning (UN 3291), printed in or on each container.

4.9.8 The Supplier must provide detailed written and pictorial standard operating procedures for each function of the sharps container. This SOP will also include details of infection prevention procedures, safety procedures and segregation techniques to be used throughout the sharps generation lifecycle.

5. Service Requirements

5.1 The Supplier shall be responsible at its own expense with effect from the commencement date of the Contract, for: the transportation of the clinical healthcare wastes to an agreed location or locations for the disposal of such wastes and procuring the disposal of such clinical healthcare wastes by an agreed process of disposal which has been authorised for that express purpose. In each case “agreed” shall mean previously approved in writing by the Authorised Officer for the site from which the clinical healthcare waste was collected.

5.2 Clinical healthcare wastes must all be collected from Participating Authority(s) sites in approved bins (see Section Bins and Containers below). The Supplier will indicate whether these waste bins will then be decanted at a transfer station and transported to the disposal plant as bulk loads.

5.3 Participating Authority(s) must be granted access to monitor the process of clinical healthcare waste disposal at any site where waste forming part of the service is being disposed of at any time during the provision of the services.

5.4 The Supplier will collect, transport and dispose of more specialist healthcare wastes including (but not limited to) implants and pacemakers, as well as those of a radioactive nature. All such wastes may cause infection or prove hazardous to any person coming into contact with them and may require special handling and/or disposal procedures.

5.5 Radioactive wastes are those generated from therapeutic and diagnostic medicine and subject to the Radioactive Substances Act.

5.6 The Contractor will collect, transport and dispose of mattresses from Participating Authority's sites which may cause infection or prove hazardous to any person coming into contact with them.

5.7 The Supplier will advise the Participating Authority(s) as soon as reasonably practicable if it believes the frequency of collection, or the number or size of waste bins needs altering. Excess waste should not be allowed to build up between collections nor should frequent collections be made if the bins are empty. Waste bags should not be left on the ground at any site but should be collected. The Supplier should work with the Participating Authority(s) to ensure the collection schedule is appropriate, efficient and as cost effective as possible.

5.8 Building or maintenance works may occasionally force Participating Authority(s) staff to alter the location of the bins around a site. The Participating Authority(s) will inform the Supplier when, and to where the bins have been moved and will ensure that bins are located in an area accessible to the Supplier's vehicles. The Supplier will collect bins from these "contingency" areas as required.

5.9 The Supplier must detail the days of the week when collections could take place prior to the award of any Contract and whether collections would ever be made on Sundays. The Supplier must also indicate their standard working hours when collections would take place. Collection times must be agreed with each Participating Authority. Where possible, any ad hoc requirements will be managed on the same day as the Participating Authority's regular service.

5.10 The Supplier will confirm their policy for the collection of wastes on English national bank holidays. It should indicate if there are any bank holidays when it would not provide the normal collection schedule prior to the award of any Contract.

5.11 The Supplier will provide a contact telephone number for use if the Participating Authority(s) experience major service problems at weekends, bank holidays and outside of standard working hours.

5.12 The Supplier must inform verbally by telephone the Participating Authority(s) Authorised Officer for each site if their waste collection service is cancelled or if it will be delayed by more than 1½ hours beyond the usual collection time. The Participating Authority(s) will provide a list of nominated persons and contact numbers. These instances must be recorded by both the Supplier and the Participating Authority as this may form a Key Performance Indicator for the Contract.

5.13 The Participating Authority(s) are keen to improve their waste management procedures. The Supplier must provide suggestions as to how this could be done and must be willing to work with Participating Authority(s) to improve this.

5.14 The Supplier will assist the Participating Authority(s) to follow the waste hierarchy as specified in the Waste Management Plan for England (2013).

5.15 The Supplier will cooperate with and support the Participating Authority(s) in their use of the Department of Health best practice guidance document "Environment

and Sustainability, Health Technical Memorandum 07-01: Safe management of healthcare waste".

5.16 The Supplier must be aware of any changes in legislation and regulation relevant to the handling, transportation and disposal of all healthcare wastes. The Supplier must abide by all relevant legislation and regulation, follow best practice guidance and should assist the Participating Authority(s) to do so. The Supplier must advise Participating Authority(s) on how forthcoming legislation, regulation or best practice may affect management of their wastes and should work with them to ensure that all parties are compliant.

5.17 The Supplier shall at all times cooperate with the Participating Authority(s) to assist and facilitate the compliance by the Participating Authority(s) with the Participating Authority(s) obligations and duties under the Environmental Protection (Duty of Care) Regulations 1991, including but not by way of limitation arranging for the Participating Authority(s) Authorised Officer to visit (whenever the Participating Authority(s) shall reasonably require) disposal sites and facilities being used or employed by the Supplier for the collection transfer and disposal of the Participating Authority(s) waste.

5.18 The Supplier shall supply if requested by the Participating Authority(s) waste bags and sharps bins, this will include the provision of orange and tiger stripe bags, yellow lidded sharps boxes and purple lidded sharps boxes and/or reusable sharps containers. The cost for these receptacles will be listed within Schedule E – Commercial Schedule.

6. Service Schedule

6.1 The service schedule requirements are to be agreed between the Supplier and the Participating Authority prior to award of a Contract.

6.2 The supplier may provide any suggestions to improve the service schedules or the use of alternative waste holding/storage equipment along with any associated costs and/or savings throughout the term of the Contract.

7. Service Variation

7.1 Variations in service requirements will be notified to the Supplier as and when required using an agreed form. The period of notice for variations will be subject to individual service criteria.

7.2 A mechanism for agreeing variations will be agreed between the Participating Authority and the Supplier prior to Contract award.

8. Bins and Containers

8.1 The colour coding adopted by the Participating Authority's is that recommended by HTM 07-01: Safe Management of Healthcare Waste and is outlined in Section 7 of that document. The Contractor should ensure the bins are clearly labelled and they are easily identifiable as clinical waste or offensive waste. Any labels supplied are to be within the cost of the service.

8.2 The Supplier will supply an agreed number of bins at the commencement of the contract(s) derived under this Framework Agreement and these will fully conform to the Health Technical Memorandum 07-01 and be fit for the purpose of use with locking lids, keys, towing bars etc. as required by the Participating Authority(s).

8.3 Existing containers should be replaced as stocks become worn / depleted by new colour coded waste receptacles in line with the colour coding set out in Memorandum 07-01.

8.4 All hazardous healthcare waste bags / containers must be sealed with a numbered tag or label for identification purposes or stored in a uniquely identifiable (bar-coded) container for audit purposes.

8.5 Bins and containers used must be suitable for storage of the various clinical waste streams and its subsequent transportation from site. They must be, where appropriate, BS/UN approved and must clearly display appropriate UN markings i.e. UN number within a hazard warning diamond. Containers must be UN Performance tested to meet the appropriate requirements. The Supplier shall on request supply a copy of the relevant Test Certificate to the Participating Authority and must at all times comply with the conditions stated within the certificate. The Supplier is required to correctly mark and label the containers before they are loaded onto a vehicle for the purpose of carriage on public roads.

8.6 Bins must be fully maintained and serviced by the Supplier at all times and must be replaced without additional costs to the Participating Authority(s) when required. The Supplier shall immediately (within one working day) replace damaged bins with undamaged bins on a one for one basis and the damaged bins must be removed from the site without delay unless otherwise agreed with the Participating Authority. As a guide and without limitation, damaged bins include those which are split, have non-working locks or brakes, or have loose wheels. The Supplier will have a system in place for the recording and reporting of faulty bins. (i.e. Supplier supplied tags to attach to the bins).

8.7 All Bins must be cleaned and disinfected by the Supplier after each service exchange and the cleaning will be to a standard acceptable to the Participating Authority(s) Infection Control Departments. As a guide and without limitation this requires the bins to be free of visible soiling inside and out and odour free.

8.8 The Supplier must ensure that the bins are locked before loading on to the vehicles.

8.9 The Supplier should ensure that empty bins, and bins which are less than a third full, are noted and a list of the sites and dates where bins were not more than a third full are sent to the relevant Participating Authority's Authorised Officer on a monthly basis.

8.10 Bins should have provision for the attachment of a label or tag to identify their contents and ward/clinic collected from. For example, the use of coloured plastic tags that identify the contents of specific bins; these tags are to be provided by the Supplier. These tags are fixed by elastic bands and removed from the bins as they are loaded onto the Supplier's vehicle. The Supplier will supply suitably coloured tags for each waste stream as per the UN, EWC colour coding.

8.11 The Participating Authority may require the Supplier to put in place a system of tracking and auditing bin movements; which is acceptable to and easily monitored by the Participating Authority. This system, which may be bar coding, or a numbered bin system must be maintained by the Supplier, should permit the identification and monitoring of all bins from the waste yard, to the wards/departments, through the return to waste yard, to the carrier's vehicle and through to the waste disposal site.

8.12 The Supplier must not place any waste originating from any other source other than the individual Participating Authority(s) in any bin used for the purposes of the contract.

8.13 Separate containers must be provided for metal wastes that can be recycled after disinfection.

8.14 The containers will remain the property of and be maintained by the Supplier throughout the Contract(s) derived under this Framework Agreement. The containers must be promptly removed from the Participating Authority(s) site(s) on the expiry or termination of the contract.

9. Storage and Collection of Healthcare and Hazardous Waste

9.1 The Supplier will collect containers and replace them with cleansed empty containers in accordance with an agreed schedule as per the Participating Authority requirements.

9.2 The Supplier is required to provide clean, individually numbered (where appropriate), lockable and wheeled (where appropriate) containers at all times for all areas. The purpose is to store bagged healthcare wastes and sharps containers.

9.3 The containers, subject to the approval of the Participating Authority(s) authorised officer(s), shall minimise the handling of waste and be compatible with both the Participating Authority(s) and the Contractor's transportation systems. Suppliers shall fully describe the number of containers to be provided on site/s to store both healthcare and hazardous healthcare waste awaiting collection and shall fully describe the type and size of available bins to service this Framework Agreement. (I.e. One-way burn bins, reusable containers, 1100 Litre Euro Bins etc.). The Participating Authority(s) reserves the right to accept or reject any proposals provided by Suppliers.

9.4 Containers that become unsuitable for continued use through wear, loss or any other reasonable reason shall be withdrawn immediately from service and replaced as necessary at the Supplier's expense.

9.5 The Supplier shall ensure that there are an agreed number of containers available at all times, to meet the requirements of the collection of Healthcare waste across the Participating Authority(s) during the length of the contract(s) derived under the Framework Agreement.

9.6 The Supplier will be required to provide containers in excess of normal requirements to accommodate emergency overflow of Healthcare waste. Documented evidence must be provided of contingency plans in the event of major plant or transport failure.

9.7 All containers used for healthcare waste collection will be colour coded and labelled as per Section 7 of the Health Technical Memorandum 07-01 Safe Management of Healthcare Waste and meet all requirements of current legislation (i.e. UN Guidance and Markings).

9.8 The Supplier shall be responsible for the internal and external cleaning of the containers, with an agreed cleaning schedule established with the Participating Authority(s) prior to the contract(s) commencing.

9.9 The Supplier must identify how containers would be cleansed and disinfected before being returned to the various collection points for re-use. Suppliers shall provide full details of the proposed method of cleansing to Participating Authorities, which shall comply with the Environment Agency requirements.

9.10 Containers must have no rough or inaccessible surfaces, to ensure total internal and external cleansing. Containers should withstand frequent cleansing without deterioration in quality and not be liable to corrosion.

9.11 Each container must be uniquely identified by a number / code, as part of the Supplier's recording system.

9.12 The Supplier is to provide the agreed number of container keys at the beginning of the Contract to the Participating Authority's Authorised Officers. The Supplier is to provide replacement keys as and when required by the Participating Authority's Authorised Officers for the duration of the Contract.

9.13 The Supplier is to provide a collection and disposal service for UN type approved rigid containers containing discarded sharps, chemicals, pharmaceuticals, medicines, dental amalgam and radio-isotopes from the Participating Authority(s) sites colour coded as indicated in Section 7 of Health Technical Memorandum 07-01: Safe Management of Healthcare waste.

9.14 The Supplier will be required to strictly adhere to all documentation requirements in relation to the safe and correct disposal of Hazardous Healthcare waste.

9.15 Healthcare and Hazardous Healthcare Waste will be delivered to the agreed collection / storage areas on each site by the user in accordance with the schedule agreed at the start of the Contract. The schedules will be agreed by the Participating Authority(s) and shall reflect the hours of business and needs of the individual Participating Authority(s).

9.16 Suppliers will ensure that exact quantities of Healthcare and Hazardous Healthcare Waste generated can be reported to each individual Participating Authority on a monthly basis. Evidence of reporting systems and proposed mechanisms will need to be provided to Participating Authorities prior to the award of a Contract.

9.17 The Supplier must provide itemised details of charges on a monthly basis for the disposal of healthcare and hazardous healthcare Waste.

9.18 Hazardous healthcare waste will be collected from the Participating Authority(s) sites in appropriate containers (i.e. 60 Litre one-way burn bins, reusable containers etc.) The Supplier is requested to provide details to the Participating Authority of containers they believe would best suit the needs of the Participating Authority. The Participating Authority reserves the right to accept or reject any proposals provided by the Supplier.

9.19 Containers supplied by the Supplier (wheeled carts or rigid plastic/steel) must be UN performance tested to meet the appropriate requirements, and packaged in accordance with the ADR (as set out in Section 8 of Health Memorandum 07-01: Safe Management of Healthcare waste, which may be subject to further amendments) It is the Supplier's responsibility to adopt any improvements or changes in regulation which may supersede this document and provide details of such in writing to the Participating Authority(s). In the case of UN3291 Clinical Waste, Unspecified, N.O.S., of packaging instructions P621. IBC 520 and LP621.

9.20 The Supplier is to provide a copy of the relevant Test Certificate to the Participating Authority(s) and to comply with the conditions stated within the Certificate.

9.21 The Supplier is required to correctly mark and label the packaging with Proper Shipping Name, UN number and Class 6.2 Danger Label before they are loaded onto a vehicle for the purpose of carriage on public roads.

9.22 Suppliers must have a complete end to end waste audit trail for the control, management, transport and disposal of their waste, which should be undertaken annually.

10. Recording of Waste Collection and Disposal

10.1 All waste collected will be covered by a Waste Transfer Note in accordance with the Environmental Protection Act 1990. Details of applicable charges for the provision of Waste Transfer Notes must be stated in Schedule E: Commercial Schedule.

10.2 All Hazardous waste collected will be covered by a Hazardous Waste Consignment Note and in accordance with the Environmental Protection Act 1990 and the Hazardous Waste (England and Wales) Regulations 2005. Details of applicable charges for the provision of Hazardous Waste Consignment Notes must be stated in Section E: Commercial Schedule.

10.3 All Waste Transfer Notes and Hazardous Waste Consignment Notes must be signed by the Participating Authority(s) representative(s) before waste is removed from the Participating Authority(s) premises.

10.4 The weight of each consignment must be established by the use of a weighbridge or other approved and calibrated weighing method which is weights and measures endorsed by HM Customs and Excise.

10.5 A consignment note system is to be used for each collection. The Supplier must provide a receipt recording the time and date of collection, the identification of bags/containers collected, the registration number of the vehicle and the final destination of the waste. A copy of this consignment note will be provided on a monthly basis to the Participating Authority(s) unless otherwise agreed with the Participating Authority.

10.6 After the delivery of each load the operator of the waste treatment facility shall issue to the Supplier a receipt recording the time, date and disposal method/point of the load and the weight of the individual containers. A copy of the previous month's receipts shall be forwarded together with the monthly invoices to the Participating Authority.

10.7 Suppliers will provide to the Participating Authority(s) on a monthly basis agreed reports in electronic format.

10.8 All consignment and receipt notes shall be consecutively numbered.

11. Transport of Healthcare and Hazardous Waste

11.1 The Supplier shall maintain a comprehensive Transportation Plan giving details of routes (including alternatives, should the primary route be unavailable), collection points, timetables, vehicles and driver details. The Transportation Plan should allow sufficient flexibility to accommodate any reasonable special requirements that the Participating Authority may have. The Supplier shall consult and agree with the Participating Authority in advance of making any alterations.

11.2 The Supplier must ensure all vehicle drivers are trained in line with waste transport regulations and comply with all applicable waste segregation legislation when loading and transporting waste from Participating Authority sites.

11.3 When requested, Suppliers must provide written details of how they propose to transport waste from site to off-site waste destruction facilities and if applicable how waste is transported to final disposal sites.

11.4 All vehicles used for providing the services are to be roadworthy in accordance with the Road Traffic Acts and as appropriate be properly licensed by the Local Authority and where appropriate be of a type that conforms to current Motor Vehicle Regulations (i.e. Motor Vehicles (Construction and Use) Regulations, the Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2004 etc.) and future regulations during the course of the Contract.

11.5 Vehicles must be maintained to a high standard of reliability and roadworthiness according to the Motor Vehicles (Construction and Use) Regulations.

11.6 The interior and exterior of all vehicles must be kept clean and tidy. The Supplier will be required to demonstrate that they can provide adequate cover for the non-availability of vehicles for any reason.

11.7 The vehicles shall at all times, at the expense of the Supplier, be appropriately licensed and insured. The Supplier shall provide evidence of insurance and breakdown cover for all vehicles. Evidence of insurance and breakdown cover provision will be required to be produced to the Participating Authority upon request.

11.8 The Supplier will provide evidence of current registration by the appropriate authority, as a waste carrier for the transportation and disposal of all of the waste streams covered by this Framework Agreement.

11.9 Suppliers may be requested to provide details of their company's Dangerous Goods Safety Advisor (DGSA) including evidence of qualifications, certification and

technical competence together with a copy of their most recent Dangerous Goods Safety Advisor Report.

11.10 Supplier may be requested to supply specific Participating Authority's with a copy of the Dangerous Goods Safety Advisor report on an annual basis.

11.11 The Supplier shall ensure that the necessary Transport Documentation required to support the carriage of UN3291, Clinical Waste, Unspecified and N.O.S. (as required under the CDG Road Regulations 13(2) is completed in order to ensure that the Participating Authority is not in breach of their Duty of Care.

11.12 In the event of non-availability of vehicles for any reason, including fuel shortage, the Supplier must have and maintain clear and detailed contingency plans. These must be made available to Participating Authorities on request.

11.13 Suppliers must produce, when requested, evidence of their abilities and authorisation to transport and/or recycle the various waste streams.

11.14 Suppliers must use the most cost and environmentally efficient route to carry out the services under this Framework Agreement. Participating Authorities may expect the Supplier to assist with their Carbon Reduction Targets, and Suppliers are expected to support this and work with Participating Authorities to develop a plan to achieve this.

12. Major Incidents

12.1 A Major Incident is any occurrence that presents a serious threat to the health of the community, disruption to the NHS, or causes or is likely to cause such numbers or types of casualties as to require special arrangements to be implemented by Hospitals, Ambulance Services or NHS Authorities.

12.2 In the event of a major incident occurring, the Supplier will be responsible for disposing of the waste generated by the Participating Authority.

12.3 Waste generated during a major incident may consist of healthcare/hazardous healthcare waste streams.

12.4 The Participating Authority in conjunction with emergency services and the Environment Agency will advise the Supplier of the nature of the waste.

12.5 Supplier should note that subject to the major incident in question, additional bins/containers maybe required in addition to bins/containers already on site.

13. Recycling and Waste Minimisation

13.1 Suppliers are required to work with the Participating Authority(s) to minimize the volumes of waste that they produce. This will include proposals to develop existing recycling activity as well as proposals to increase recycling activity, minimize waste production, improve waste segregation and strategies to move towards Alternative Technologies. A key aim of the Framework Agreement is to generate a reduction in landfill percentages, with a target of zero waste to landfill.

13.2 Participating Authorities welcome initiatives/innovations from Suppliers to help minimise waste levels and improve recycling. These initiatives should be sustainable and cost effective in the provision of environmental best practice.

13.3 Suppliers must be able to provide Training and Education initiatives regarding waste minimisation, segregation, recycling and effective operation of equipment, where applicable, that is appropriate to the Participating Authority. Such training must include supporting literature to be placed at ward and department level within Participating Authority facilities.

13.4 The Participating Authority reserves the right to accept or reject any proposed innovations/additional services prior to acceptance of an offer.

13.5 Suppliers must provide details of the end of life of the clinical healthcare waste stream, detailing where relevant the percentages recycled, re-used or sent to waste for energy plants etc.

13.6 The Participating Authority(s) must be advised of the locations of the proposed recycle site(s) and or transfer station(s). Any subsequent changes during the contract period must be notified in writing in advance to the Participating Authority(s). This prior notification must be received at least one month before the subsequent changes take place.

13.7 The Participating Authority(s) reserves the right to visit the specified site(s) in accordance with its “Duty of Care” responsibilities under the Environmental Protection Act 1990.

13.8 Suppliers should monitor their Carbon Reduction, Sustainability and Energy Efficiency and provide details of these results to the Participating Authority on request.

14. Contingency Planning

14.1 The Supplier must maintain clear and detailed contingency plans for non-availability of vehicles or an event or situation arising affecting services, including (but not limited to) fuel shortages, driver shortages, strikes, inclement weather, traffic issues, and pandemic illnesses.

14.2 For Clinical Healthcare Waste, the contingency plan must allow for immediate transfer of waste collection/disposal in order that the Participating Authority does not suffer as a result of the Suppliers non-performance. This plan must also ensure that cover is available 24 hours a day, 7 days a week including weekends and bank holidays where reasonably requested.

14.3 The Supplier must ensure that all events which may affect the collection of clinical healthcare waste are reported to the Participating Authority as soon as is reasonably possible. The Supplier is expected to schedule a meeting and detail a temporary schedule to ensure any backlog of clinical healthcare waste is collected in a reasonable amount of time. The Supplier must ensure that any backlogs do not cause the Participating Authority to be in breach of Health and Safety regulations.

LOT 2 – REUSABLE SHARPS

This Lot is for the provision of Reusable Sharps waste services and associated items. As detailed in the Health Technical Memorandum 07-01 – Safe Management of Healthcare Waste, sharps are items that could cause cuts or puncture wounds. They include, but are not limited to, needles, hypodermic needles, scalpels and other blades, knives, infusion sets, saws, broken glass, and nails.

This Lot covers the Medical Sharps waste services including suitable storage, segregation, recycling, collection and treatment through to final disposal.

All such waste streams may cause infection or prove hazardous to any person coming into contact with them.

Suppliers appointed to Lot 2 of the Framework Agreement will meet the following requirements.

1. Duty of Care

1.1 The Supplier must ensure all designated waste streams are traceable from its source to the point of final disposal, in order that the Participating Authority's Duty of Care, in respect of the designated waste streams, is adequately undertaken. All documentation must be provided in a timely manner agreed with the Participating Authority upon implementation of services and available on request. When requested Suppliers are required to:

- Visit the sites, prior to the award of any contract, in order to establish the suitability of their proposed arrangements for the removal of waste;
- Provide comprehensive written documentation relating to all aspects of the Framework;
- Provide a fully detailed audit trail relating to the collection of Clinical Healthcare Waste, including appropriate method statements where significant risk is identified;
- Provide details of weighbridge facilities or other waste tracking processes
- Produce a complete procedure, which covers all the requirements of the Environmental Protection Act 1990, as amended, the Environmental Protection (Duty of Care) Regulations 1991, as amended, including Code of Practice on Duty of Care, Environmental Permitting Regulations 2010, COSHH and the requirements of the Health and Safety at Work Act. This must include formal Risk Assessment documentation.

1.2 Suppliers must be able to provide a 'Duty of Care' report for any organisation that they propose to use during the execution of this Framework, either frequently or on a contingency basis. Reports provided must be no older than 12 months.

1.3 Adherence to Duty of Care principles will be a continuing process throughout the duration of the Framework. Suppliers are required to amend this procedure and their reporting requirements in line with any regulatory or statutory guidance changes as applicable.

1.4 Suppliers must ensure they meet all legislative requirements to operate in the relevant field and that all required licences are kept current for the life of the Framework and any Contracts awarded under it. Failure to do so will result in the Supplier being removed from the Contract and/or Framework.

1.5 The Supplier shall at all times cooperate with the Participating Authority to assist and facilitate compliance with their obligations and duties under the Environmental Protection (Duty of Care) Regulations 1991, including but limited to allowing the Participating Authority to visit (whenever the Participating Authority shall

reasonably require) disposal sites and facilities being used or employed by the Supplier for the collection, transfer and disposal of the Participating Authority's waste.

1.6 If required by the Participating Authority, Suppliers must advise if their organisation carries out DBS (Disclosure and Barring Service) checks for directly employed and sub-contracted staff.

2. Waste Sites

2.1 Details of primary treatment sites proposed to be used to provide services under this Framework Agreement for all Reusable Sharps Waste streams must be made available on request. These details will include as a minimum, location, capacity, permits and details of the local Environment Agency office that issued the licences for the primary treatment sites. Suppliers must also be able to provide details regarding backup or contingency treatment and/or disposal sites or facilities to be used in the event of a primary site being unavailable.

2.2 Suppliers may be requested to provide full details regarding the performance history of all proposed facilities (including contingency facilities) that will be used to service contracts under the Framework. Information should include:

- Use and performance
- Efficacy testing
- Ash residue (if incinerator/if appropriate)
- Microbiological treatment standard (non incineration only)
- Material testing (non incineration only)
- Storage and testing of shredded material (non incineration only)

2.3 The Supplier shall ensure that Reusable Sharps Waste is treated in accordance with methodologies that are authorised by the Environment Agency and in line with the Hazardous Waste Regulations. Treatment processes operating without appropriate authorisation and/or regulation must not be used. The Supplier shall immediately advise the Participating Authority of any suspension, withdrawal or refusal to renew any licence, certificate or permissions applicable to carrying out the requirements of this Framework.

2.4 The Supplier will be responsible for all costs associated with finding an alternative Supplier/treatment facility (either on or off the Participating Authority's site) if there is a failure on their part to undertake the services outlined within the specification at any time.

2.5 The Participating Authority will require sight of the original licences and other relevant documents or recycling permits etc., on a regular basis and will reserve the right to inspect any depot, transfer station, disposal or treatment facilities as implied under the Code of Practice 'Waste Management the Duty of Care'.

2.6 The Participating Authority reserves the right to visit the specified site(s)/facilities(s) in accordance with its "Duty of Care" responsibilities under the Environmental Protection Act 1990 and Hazardous Waste Regulations.

2.7 Suppliers must advise if they export waste and if so detail where waste is exported to, and the process and procedures that are in place to protect against illegal disposal, contamination and pollution of by exported clinical waste streams.

3. Assurance and Environmental Policy

3.1 On request Suppliers shall provide details of the quality assurance system and/or accreditations (including copies of certificated evidence) operated by their company, and any nominated sub-Supplier, which are applicable to this Framework. It is required that any Supplier on this Framework holds at least ISO

9001:2015 (or an equivalent recognised standard). Suppliers should also advise where they hold additional certification for specific waste streams.

3.2 Suppliers will provide when requested details of any environmental policies and/or accreditations (including copies of certificates) developed or received by their company, and any nominated sub-Supplier, which are applicable to this Framework.

3.3 Following the award of a Contract, Suppliers may be asked to provide details on how the services they offer would improve environmental, social and economic wellbeing for the Participating Authority and provide an explanation of the process they would use to secure that improvement.

4. Waste Categories

4.1 This Lot covers the provision of a safe, sustainable and compliant managed solution for the management of medical sharps waste utilising reusable sharps containers. This will include the implementation, supply, collection, cleaning and return of such containers.

4.2 The definition of Medical Sharps Waste is set out in the Health Technical Memorandum HTM 07-01.

4.3 Waste under this Lot may include (but is not limited to):

- Needles
- Hypodermic needles
- Scalpels and other blades
- Trocars
- Infusion sets
- Saws
- Broken glass
- Sharps contaminated with cytotoxic and cytostatic medicinal products
- Medicines including DOOP bins (Disposal Of Old Pharmaceuticals)

4.4 In addition to items contaminated with medical / bio hazardous waste such as broken glassware, glassware with sharp edges or points, Pasteur pipettes, glass slides etc. and other wastes that are generated as part of the Sharps Service i.e. plaster casts, single use dental equipment, medicinally contaminated items and single use surgical instruments, whether recyclable or non-recyclable etc.

5. Reusable Sharps Containers

5.1 The sharps containers must have undertaken independent laboratory testing to the following, in line with relevant legislation:

- Security and strength of the handle
- Test for security of aperture closure devices
- Resistance to penetration
- Resistance to vertical dropping
- Resistance to leakage
- EU2010/13 ‘Prevention from Sharps Injuries in Hospitals Sectors
- HS127 H&SE Sharps Instruments in Healthcare 2013

5.2 The reusable sharps containers should include the following safety features:

- A clear visual indicator to allow the operator to see the sharps levels and waste configuration from the front of the container

- An overfill protection mechanism to ensure that sharps containers placed within public access areas cannot be overfilled
- A entry prevention system which eliminates the possibility of retrieving disposed sharps
- A tamper-proof locking mechanism for both temporary and final closure
- The sharps container must be pre-assembled by the Supplier to eliminate the possibility of incorrect assembly

5.3 The external dimensions of the container and physical characteristics should be designed to allow the container to fit safely within the treatment area and to facilitate safe transport to and from the point-of-care on trolleys and accessories.

5.4 Containers must be able to receive syringes and needle assemblies for all standard sizes, together with other sharps, single-use blood adaptors and giving sets.

5.5 Sharps containers must be fitted with a sharps aperture, capable of receiving syringes and needle assemblies for all standard sizes up to and including 20ml, together with other sharps, blood collection single use adaptors and giving sets. It must be possible to close and seal the aperture at any time between empty and full to maximum capacity. Where possible it should have availability of a temporary closure system. The closure mechanism must be securely attached and should contain an aperture with a tilt mechanism for the safer disposal of sharps.

5.6 Reusable sharps containers must be clearly marked with Sharps Aperture Marking.

5.7 The disposal aperture must be clearly visible and not obscured by/against the colour of the container base and lid.

5.8 The reusable sharps container must be capable of safely storing contaminated sharps, as well as being air and liquid tight during temporary closure, handling and transportation to the point of sharps decanting.

5.9 Reusable sharps containers must be clearly marked with the international bio-hazard warning (UN 3291), printed on each container.

5.10 Boxes/containers should be supplied with a handle or other lifting device which allows the container to be carried safely with one hand. The lifting device must be positioned above the fill line, must not obstruct access to the sharps aperture, and must be sufficiently robust to ensure that it does not break during use and during transport to the disposal site. It must remain attached to the box when the box is filled with sharps to its maximum capacity.

5.11 Whilst transporting the container to and from point-of-care, it must be possible to carry the container in one hand without spilling contents and without risk of potential needle stick injury.

5.12 Where the Supplier provides stands, hooks, towing bars or other items to enhance the waste service the initial items should be provide free of charge and then at a cost to be agreed thereafter.

5.13 The container shall have no rough or inaccessible surfaces, to ensure total internal and external cleansing. The container should withstand frequent cleansing without deterioration in quality and not be liable to corrosion.

6. Tamper Proofing

6.1 Sharps containers designated to be used within a public/patient access area are to include a safety mechanism to ensure that hand access to the contained contents

is not possible. In some instances it may be required to ensure that the sharps containers are locked in position on a bracket or trolley to prevent the removal of the sharps container (by general public) or accidental intervention.

6.2 Each container must have a temporary closure and a permanent closure mechanism.

6.3 It must not be possible to separate the lid from the base of the container without specialist tools, nor must it be possible to access the container contents once the container is locked.

7. Service Requirements

7.1 The Supplier will collect containers in accordance with an agreed schedule. Where possible, any ad hoc requirements will be managed on the same day as the Participating Authority's regular service.

7.2 The Supplier is expected to:

- Provide accessories and support for the installation of reusable sharps containers.
- Provide training to the Participating Authority for the use of these bins where necessary.
- Provide an agreed number of bins for use and also an additional number of bins for replacement of any full bins.
- Collect full bins at an agreed time from an allocated location.
- Dispose of sharps and clean (to agreed standard) bins ensuring that all bins are fit for purpose.
- Return cleaned bins for reuse to Participating Authority.
- Ensure that all bins are trackable and provide access to a monthly report to ensure that bins can be traced and auditable.

7.3 Prior to award of a Contract, the Supplier may be required to undertake a site audit in order to identify stock requirements and potential risks. The audit will generate a detailed stock needs specification, to include installed (in-use stock), spare parts (at ward/department level) and weekly replenishment stock.

7.4 The Supplier will use the information gathered at the audit to develop a detailed implementation plan. This will be presented to the Participating Authority for approval. The implementation plan will outline project milestones including:

- Staff training by ward/department (prior to implementation)
- Installation schedules detailing all accessories to be fitted
- Implementation training for clinical and portering staff
- Key contacts for both the Participating Authority and the Contractor
- Contingency planning procedures
- Schedules for review meetings and routine safety and compliance audits
- Post-install (in-use) staff competency development process

7.5 It will be the Supplier's responsibility to ensure that sufficient information is gathered at the site audit to provide a detailed implementation plan as outlined above.

7.6 The reusable sharps safety containers should be available in various volumes as requested by the Participating Authority, all of which should be capable of collecting, storing and transporting used sharps, giving sets, single use sharp devices, and all other sharps items identified within this tender specification.

7.7 The containers, subject to the approval of the Participating Authority's Authorised Officer(s), shall minimise the handling of sharps waste and be compatible with both

the Authority's and the Supplier's transportation systems. Suppliers will fully describe, at the time of tendering, the type, size and estimated number of containers to be provided per Authority and per Site to dispose and store waste awaiting collection.

7.8 Clean sharps containers will be delivered to and collected from a single point within the Participating Authority or collected by the Supplier from specific locations as agreed with the Participating Authority. They will be provided within sealed transit/storage containers that ensure contents remain clean and contamination-free, and that suitable internal transportation systems will be provided to facilitate the moving of sharps containers around the Participating Authority site(s).

7.9 All containers must be cleaned and disinfected by the Supplier after each service exchange and the cleaning will be to a standard acceptable to the Participating Authority's Infection Control Department. As a guide and without limitation this requires the bins to be free of visible soiling inside and out and odour free.

7.10 Suppliers will provide documentation / procedures to enable Participating Authority staff to record the movement of sharps bins within the site.

7.11 100% of boxes are to remain physically intact, clean and suitable for use when returned from the processing facility and must always be delivered in compliance with this performance specification.

7.12 Containers that become unsuitable for continued use through wear, loss or any other reasonable reason shall be withdrawn immediately from service and replaced as necessary at the Supplier's expense.

7.13 The quality assurance procedures used for washing, mechanical inspection, container cleanliness and labelling condition must be made available on request.

7.14 The containers will remain the property of and be maintained by the Supplier throughout the contract. The containers must be promptly removed from the Authority's site on the expiry or termination of the contract.

7.15 The Supplier must ensure that there are an agreed number of containers available at all times, to meet the requirements of the collection of sharps waste across the Authority during the length of the contract.

7.16 The Supplier will be required to provide containers in excess of normal requirements to accommodate emergency overflow of sharps waste. The Supplier must indicate the response time for this request. Documented evidence must be provided of contingency plans in the event of major plant or transport failure.

7.17 All containers used for sharps waste collection should be colour coded and labelled as per Section 5 of Health Technical Memorandum 07-01: Safe management of healthcare waste and meet all requirements of current and future legislation (including UN Guidance and Markings).

7.18 The Supplier will be responsible for the internal and external cleaning of the containers, with an agreed cleaning schedule established with the Authority prior to the contract commencing.

7.19 The Supplier must identify how containers would be cleansed and disinfected before being returned to the various collection points for re-use. The Supplier will make available full details of the proposed method of cleansing, which shall comply with the Environment Agency requirements.

7.20 Each container must be uniquely identified by a number/code, as part of the Supplier's recording system.

7.21 The Supplier is to provide the agreed number of container keys at the beginning of the Contract to the Participating Authority's Authorised Officers. On request, the Supplier is to provide replacement keys as and when required by the Participating Authority's Authorised Officers for the duration of the Contract.

7.22 The Supplier must ensure that containers are locked before loading on to the vehicles.

7.23 The Supplier should ensure that empty bins and bins which are less than a third full are noted and a list of the sites and dates where bins were not more than a third full are sent to the Participating Authority's Authorised Officer on a monthly basis.

7.24 Bins should have provision for the attachment of a label or tag (barcode) to identify their contents, for example the use of coloured plastic tags that identify the contents of specific bins.

7.25 The Participating Authority may require the Supplier to put in place a system of tracking and auditing bin movements; which is acceptable to and easily monitored by the Participating Authority. This system, which may be bar coding, or a numbered bin system must be maintained by the Supplier, should permit the identification and monitoring of all bins from the waste yard, to the wards/departments, through the return to waste yard, to the carrier's vehicle and through to the waste disposal site.

7.26 The Supplier must not place any waste originating from any other source other than the individual Participating Authority in any bin used for the purposes of any future Contract.

8. Training and Supporting Materials

8.1 The Supplier is to provide a detailed program of training for the following aspects:

- Labelling of in-use containers
- Placement of containers and in-use procedures
- Temporary closure of containers
- Permanent closure of containers
- Waste segregation
- Portering (storage, selection and stock management of containers)
- Internal transportation of containers and preparation for collection
- Contingency procedures

8.2 The Supplier is to provide a range of posters at point of selection, point of use and point of disposal.

8.3 The Supplier is expected to provide detailed written and pictorial Standard Operating Procedures (SOPs) for each function of the sharps container within the Participating Authority. These SOPs will also include details of infection prevention procedures, safety procedures and segregation techniques to be used throughout the sharps generation lifecycle.

8.4 To support the delivery of the reusable system the Supplier will supply a comprehensive blended learning education package, consisting of onsite training sessions for staff delivered in person, physical training aids such as posters and an online learning platform.

9. Collection and Disposal

9.1 All Sharps Waste collected will be covered by a Waste Transfer Note/Consignment Note/Hazardous Waste Consignment Note in accordance with the Environmental Protection Act 1991 and Hazardous Waste Regulations. All Notes must be signed by the Participating Authority's representative before waste is removed from the premises.

9.2 A Consignment Note system is to be used where applicable for each collection and the Participating Authority must be left a copy of said consignment note. A copy of this consignment note should also accompany the associated monthly invoice. After delivery of each load the operator of the waste treatment facility shall issue to the Supplier a receipt recording the time, date and disposal method/point of the load and the weight of the individual containers. A copy of the previous month's receipts shall be forwarded together with the monthly invoices to the Participating Authority's representative, ideally in electronic format. This must also detail the weight, amount, and type of containers serviced.

9.3 Supplier will ensure that exact quantities of Sharps waste can be reported to each individual Participating Authority on a monthly basis in line with the Estates Return Information Collection (ERIC) reporting schedules for the NHS. Suppliers will be required to provide a proposed mechanism or evidence of such reporting systems.

10. Spillages and Accidents

10.1 Suppliers are expected to provide method statements for all waste streams, including for dealing with any spillage, or accident. Where applicable, the spillage must be reported to the Participating Authority representative and logged internally at the Supplier; the appropriate method of legislative reporting must also be followed.

10.2 Costs associated with clearing spillages and to remedy accidents where the Supplier has been at fault must be met by the Supplier. This includes third-party costs where the Participating Authority has had to raise an order for works and also any internal costs incurred by the Participating Authority for invoice processing and to effect remedial measures/repairs. Where a spillage or accident caused by the Supplier results in an inability to provide the normal service (either by the Supplier or the Participating Authority), temporary alternative arrangements must be provided by, and at the expense of, the Supplier, such that waste does not accumulate at the Participating Authority's premises.

10.3 The Supplier must work alongside the Infection Control team to ensure that any injuries such as needle stick injuries are reported and investigated and to provide training at no extra cost where necessary.

11. Environmental Impact

11.1 Suppliers are to provide details of the initiatives undertaken to minimise the environmental impact of their organisation.

11.2 Suppliers may be required to provide a detailed CO2 equivalent Lifecycle Assessment of the benefits of their respective systems detailing CO2 generation across the following phases in relation to the existing single use systems:

- Extraction and transport of raw materials
- Transport of goods to warehouse
- Transport of goods to Participating Authority site(s)

- Transport and cleaning associated with reusable sharps containers
- Disposal of Sharps waste

11.3 Suppliers are required to work with the Participating Authority(s) to minimize the volumes of waste that they produce. This will include proposals to develop existing recycling activity as well as proposals to increase recycling activity, minimize waste production, improve waste segregation and strategies to move towards Alternative Technologies. A key aim of the Framework Agreement is to generate a reduction in landfill percentages, with a target of zero waste to landfill.

11.4 Participating Authorities welcome initiatives/innovations from Suppliers to help minimise waste levels and improve recycling. These initiatives should be sustainable and cost effective in the provision of environmental best practice.

11.5 The Participating Authority reserves the right to accept or reject any proposed innovations/additional services prior to acceptance of an offer.

11.6 Suppliers must provide details of the end of life of the sharps waste stream, detailing where relevant the percentages recycled, sent for alternative treatment or sent to waste for energy plants etc.

11.7 The Participating Authority(s) must be advised of the locations of the proposed recycle site(s) and or transfer station(s). Any subsequent changes during the contract period must be notified in writing in advance to the Participating Authority(s). This prior notification must be received at least one month before the subsequent changes take place.

11.8 The Participating Authority(s) reserves the right to visit the specified site(s) in accordance with its “Duty of Care” responsibilities under the Environmental Protection Act 1990.

11.9 Suppliers should monitor their Carbon Reduction, Sustainability and Energy Efficiency and provide details of these results to the Participating Authority on request.

LOT 3 – SANITARY, WASHROOM AND ASSOCIATED SERVICES

This Lot is for the provision of sanitary and washroom services, including (but not limited to) the collection and disposal of sanitary waste and installation and maintenance of sanitary bins.

The aim is to provide washroom visitors with a discreet and hygienic way to dispose of sanitary waste. This is a vital consideration for the provision of a clean and pleasant washroom environment.

Suppliers will be required to manage all hygiene waste in accordance with sanitary waste disposal regulations.

Suppliers must ensure that the Participating Authority(s) comply with all legislation regarding the safe disposal of sanitary waste, such as The Workplace (Health, Safety and Welfare) Regulations 1992, The Water Industries Act 1991, and the Environmental Protection Act.

Suppliers appointed to Lot 3 of the Framework Agreement will meet the following requirements.

1. Service Requirements

1.1 The Supplier will be required to collect and dispose of sanitary waste from sites.

1.2 The Supplier will be required to provide, install and maintain sanitary hygiene units in Participating Authority sites.

1.3 It is important that schedules are kept to and scheduled collection days are met and not missed, as there is a hazard to health. A detailed emergency plan must be in place if sanitary units become to full and need emptying in-between scheduled collections days.

1.4 A Participating Authority may in the course of the contract close units or sites and open or redevelop sites. In this case notification will be given and a variation to the contract will be made.

1.5 The Supplier must adhere to all regulations regarding The Controlled Waste Regulations (England and Wales 2011) and any future changes of the C.W.R.

1.6 Risk assessments and method statements on how the sanitary waste will be disposed of and methods by which sanitary bins are cleaned and kept sanitised must be provided to Participating Authorities prior to the commencement of a Contract.

1.7 Details of vehicles used and whether they are marked up clearly indicating the company name and any other symbols to indicate they may be carrying anything infectious or hazardous must be provided to Participating Authorities on request.

1.8 The Participating Authority will be provided with details of key contacts for the Contract.

1.9 Suppliers must ensure that all staff working on the Contract have the appropriate training and experience to deliver the services required.

1.10 Suppliers must adhere to all legislation, regulations and guidance regarding the collection, transportation and disposal of sanitary waste.

1.11 A detailed schedule setting out when collections will take place will be agreed between the Supplier and the Participating Authority.

1.12 The frequency of service will vary from site to site. Typical service frequencies of monthly, fortnightly or weekly are to be used as a guide. More

frequent services may be required in order to provide a hygienic and sanitary washroom experience.

1.13 All visits (except any emergency calls) shall take place on weekdays, between 8.30 and 17.00 hours.

1.14 The exact nature of requirements will be agreed between the Supplier and the Participating Authority(s) but can include:

- Specially treated scented liner to be placed in each unit to minimise any unpleasant odours, which is fully replaced each service visit.
- Clean and deodorise units on site, taking the bags of waste away to be disposed of.
- Remove the full sanitary bins and replace with clean, sanitised and deodorised bins of the same specification.

1.15 Suppliers will:

- Ensure collections of full sanitary bins are completed as per the collection schedule to the frequencies that are required.
- Notify the Authorised Officer if there will be any delay in collections, detailing the reason why and agree when the collection will be rescheduled.
- Provide evidence of an audit trail/signed proof of visit/schedule of work undertaken per site visit.
- Provide per site an annual duty of care certificate.

2. Collection and Disposal

2.1 All Sanitary Waste collected will be covered by a Waste Transfer Note/Consignment Note in accordance with the Environmental Protection Act 1991. All Notes must be signed by the Participating Authority's representative before waste is removed from the premises.

2.2 A Consignment Note system is to be used where applicable for each collection and the Participating Authority must be left a copy of said consignment note. A copy of this consignment note should also accompany the associated monthly invoice. After delivery of each load the operator of the waste treatment facility shall issue to the Supplier a receipt recording the time, date and disposal method/point of the load and the weight of the individual containers. A copy of the previous month's receipts shall be forwarded together with the monthly invoices to the Participating Authority's representative, ideally in electronic format. This must also detail the weight, amount, and type of containers serviced.

2.3 Supplier will ensure that exact quantities of Sanitary waste can be reported to each individual Participating Authority on a monthly basis in line with the Estates Return Information Collection (ERIC) reporting schedules for the NHS. Suppliers will be required to provide a proposed mechanism or evidence of such reporting systems.

3. Sanitary Hygiene Units

3.1 The quantity of sanitary hygiene units / sanitary bins required will be agreed between the Supplier and Participating Authority.

3.2 Installation of sanitary hygiene units should meet the business needs of the Participating Authority.

3.3 Installation is expected to be free of charge.
3.4 All bins must be made from plastic and/or stainless steel.
3.5 Available options must include (but are not limited to):

- Free Standing Sanitary waste bin 12L or equivalent
- Pedal Sanitary Bin 15L or equivalent
- Automatic Sanitary Bin 15L or equivalent
- Free Standing Sanitary Bin 20L or equivalent
- Automatic Sanitary Bin 23L or equivalent

4. Consumables

4.1 In addition to the washroom service as detailed in this Specification, some Participating Authorities may see washroom consumables as essential in the maintenance of any commercial washroom. Required consumables may include, but are not limited to, such items as paper hand towels, toilet dispensers and rolls, soaps, grab rails, hand dryers as well as baby changing stations and automatic door closers, with options in a selection of finishes including stainless steel, satin anodised aluminium and ABS plastic. The exact nature and volume of consumables required will be agreed upon between the Supplier and the Participating Authority(s), dependent upon need.

LOT 4 – DOMESTIC WASTE

This lot covers domestic, general, offensive, non-confidential office, and hazardous non-healthcare waste streams, ferrous and non-ferrous metals, WEEE waste, mattresses and miscellaneous waste. This incorporates the minimisation, collection, transportation and appropriate disposal methods at agreed locations for Landfill, Dry Mixed Recycling (DMR) and the usage of Materials Recovery Facilities (MRF).

Suppliers appointed to Lot 4 of the Framework Agreement will meet the following requirements.

1. **Waste Categories**
   Where appropriate, waste must be segregated from other waste streams and subject to separate containment and labelling.

   1.1 Domestic and General Waste

   - Specific categories of Domestic and General Waste within this Lot include (but are not limited to):
     - Aerosols
     - Aluminium Products
     - Cardboard
     - Flowers
     - Food
     - Furniture
     - Garden Waste
     - General Non Confidential Office Waste
     - Glass
     - Newspapers
     - Offensive Waste
     - Packaging
     - Paper Towels
     - Pallets
     - Plastic Bottles
     - Textiles
     - Tissues
   - Subject to revised legislation and regulations, these categories are subject to alteration during the course of the Contract.
   - The list provided is an indication and not an exhaustive list. This list may be modified to meet the needs of the individual Participating Authority(s) during the course of the Contract.
   - The European Waste codes that relate to Domestic and General municipal waste streams can be identified in chapter 20 (Municipal waste (household waste and other similar commercial, industrial and institutional waste, including separately collected fractions)) excluding 20 01 31* Cytotoxic and Cytostatic medicines.

   1.2 Offensive/Hygiene Waste

   - The term offensive waste describes waste that is non-infectious and which does not require specialist treatment or disposal, but which may cause offence to those coming into contact with it. Hazardous waste

included in this framework is that defined by current and future legislation i.e. the European Waste Catalogue.

- The term offensive waste describes waste that is non-infectious and which does not require specialist treatment or disposal, but which may cause offence to those coming into contact with it. Hazardous waste included in this framework is that defined by current and future legislation i.e. the European Waste Catalogue.
- Offensive/hygiene waste includes waste previously described as human hygiene waste and “sanpro” waste, and does not need to be classified for transport.
- Specific categories of offensive waste included in this framework will be defined by the individual Participating Authority(s). Examples of offensive waste include but are not limited to the following:
  - incontinence and other waste produced from human hygiene
  - sanitary waste
  - nappies
  - catheters and stoma bags
  - medical / veterinary items and equipment which do not pose a risk of infection, including gowns, plaster casts etc.
  - mattresses
  - animal faeces and soiled animal bedding

1.3 Hazardous Non Healthcare Waste

- Hazardous waste included within this Lot is that defined by current and any future legislation excluding hazardous healthcare waste as defined by Health Technical Memorandum 07-01. This category also includes waste which must be disposed of in line with the Waste Electronic and Electrical Equipment Regulations 2009 (WEEE).
- Specific categories of hazardous non healthcare waste included within the Lot include:
  - Aerosols
  - Lead Acid Batteries
  - Ni-Cd Batteries
  - Lithium Batteries
  - Chemicals
  - Electronic/Electrical Equipment (WEEE)
  - Fluorescent Tubes
  - Fridges and Refrigeration Equipment
  - IT Equipment
  - Mercury
  - Pesticides
  - Television Sets
  - Photo Chemicals
  - Oils / Paints
  - Products Containing CFCs
  - Solvents

- Toner Cartridges
- X-ray Chemicals
- X-rays

- Subject to revised legislation and regulations, these categories may be altered during the course of the Framework Agreement.
- The list provided is an indication and not an exhaustive list. This list may be modified to meet the needs of the individual Participating Authority(s) during the course of the Contract.
- The European Waste codes that relate to hazardous non-healthcare waste streams can be identified in chapter 20 (Municipal waste (household waste and other similar commercial, industrial and institutional waste, including separately collected fractions)) excluding 20 01 31* Cytotoxic and Cytostatic medicines and 20 01 31 Medicines other than those mentioned in 20 01 31*

1.4 Miscellaneous Waste Streams

- Miscellaneous waste streams that have not been included in the categories above are also included within this Lot, these include, but are not limited to:
  - Catering and Grease Waste
  - Recording Media (i.e. CDs, Dictation Tapes, DVDs, Video Tapes etc.)
  - Scrap Metal
  - General Building Waste
  - Polyethylene
  - Polystyrene
  - Mattresses
  - Cold Packs
  - Coal Ash
- The list provided is an indication and not an exhaustive list. This list may be modified to meet the needs of the individual Participating Authority(s) during the course of the Contract.

2 Service Requirements

2.1 The Supplier shall be responsible at its own expense with effect from the commencement date of the Contract, for: the transportation of the domestic wastes to an agreed location or locations for the disposal of such wastes and procuring the disposal of such domestic wastes by an agreed process of disposal which has been authorised for that express purpose. In each case “agreed” shall mean previously approved in writing by the Authorised Officer for the site from which the domestic waste was collected.

2.2 Domestic wastes must all be collected from Participating Authority(s) sites in approved bins (see Section Bins and Containers below). The Supplier will indicate whether these waste bins will then be decanted at a transfer station and transported to the disposal plant as bulk loads.

2.3 Participating Authority(s) must be granted access to monitor the process of domestic waste disposal at any site where waste forming part of the service is being disposed of at any time during the provision of the services.

2.4 The Supplier will advise the Participating Authority(s) as soon as reasonably practicable if it believes the frequency of collection, or the number or size of waste bins needs altering. Excess waste should not be allowed to build up between collections nor should frequent collections be made if the bins are empty. Waste bags should not be left on the ground at any site but should be collected. The Supplier should work with the Participating Authority(s) to ensure the collection schedule is appropriate, efficient and as cost effective as possible.

2.5 Building or maintenance works may occasionally force Participating Authority(s) staff to alter the location of the bins around a site. The Participating Authority(s) will inform the Supplier when, and to where the bins have been moved and will ensure that bins are located in an area accessible to the Supplier's vehicles. The Supplier will collect bins from these "contingency" areas as required.

2.6 The Supplier must detail the days of the week when collections could take place prior to the award of any Contract and whether collections would ever be made on Sundays. The Supplier must also indicate their standard working hours when collections would take place. Collection times must be agreed with each Participating Authority. Where possible, any ad hoc requirements will be managed on the same day as the Participating Authority's regular service.

2.7 The Supplier will confirm their policy for the collection of wastes on English national bank holidays. It should indicate if there are any bank holidays when it would not provide the normal collection schedule prior to the award of any Contract.

2.8 The Supplier will provide a contact telephone number for use if the Participating Authority(s) experience major service problems at weekends, bank holidays and outside of standard working hours.

2.9 The Supplier must inform verbally by telephone the Participating Authority(s) Authorised Officer for each site if their waste collection service is cancelled or if it will be delayed by more than 1½ hours beyond the usual collection time. The Participating Authority(s) will provide a list of nominated persons and contact numbers. These instances must be recorded by both the Supplier and the Participating Authority as this will form a Key Performance Indicator for the Contract.

2.10 The Participating Authority(s) are keen to improve their waste management procedures. The Supplier must provide suggestions as to how this could be done and must be willing to work with Participating Authority(s) to improve this.

2.11 The Supplier will assist the Participating Authority(s) to follow the waste hierarchy as specified in the Waste Management Plan for England (2013).

2.12 The Supplier will cooperate with and support the Participating Authority(s) in their use of the Department of Health best practice guidance document "Environment and Sustainability, Health Technical Memorandum 07-01: Safe management of healthcare waste".

2.13 The Supplier must be aware of any changes in legislation and regulation relevant to the handling, transportation and disposal of all domestic wastes. The Supplier must abide by all relevant legislation and regulation, follow best practice

guidance and should assist the Participating Authority(s) to do so. The Supplier must advise Participating Authority(s) on how forthcoming legislation, regulation or best practice may affect management of their wastes and should work with them to ensure that all parties are compliant.

2.14 The Supplier shall at all times cooperate with the Participating Authority(s) to assist and facilitate the compliance by the Participating Authority(s) with the Participating Authority(s) obligations and duties under the Environmental Protection (Duty of Care) Regulations 1991, including but not by way of limitation arranging for the Participating Authority(s) Authorised Officer to visit (whenever the Participating Authority(s) shall reasonably require) disposal sites and facilities being used or employed by the Supplier for the collection transfer and disposal of the Participating Authority(s) waste.

2.15 The Supplier shall supply if requested by the Participating Authority(s) waste bags, this will include the provision of orange and tiger stripe bags. 70 litre sized pedal bins must be available for rental. The cost for these receptacles will be listed within Schedule E – Commercial Schedule.

2.16 Details of existing waste holding/storage equipment either owned or leased by the Participating Authority(s) will be confirmed by the Participating Authority.

2.17 Suppliers are advised that the Participating Authority(s) may seek a decanting service or a bin exchange service which will be confirmed by the Participating Authority(s) prior to the award of a Contract.

3 Service Schedule

3.1 The service schedule requirements are to be agreed between the Supplier and the Participating Authority prior to award of a Contract.

3.2 The supplier may provide any suggestions to improve the service schedules or the use of alternative waste holding/storage equipment along with any associated costs and/or savings throughout the term of the Contract.

4 Service Variation

4.1 Variations in service requirements will be notified to the Supplier as and when required using an agreed form. The period of notice for variations will be subject to individual service criteria.

4.2 A mechanism for agreeing variations will be agreed between the Participating Authority and the Supplier prior to Contract award.

5 Bins and Containers

5.1 The colour coding adopted by the Participating Authority's is that recommended by HTM 07-01: Safe Management of Healthcare Waste and is outlined in Section 7 of that document. The Contractor should ensure the bins are clearly labelled and they are easily identifiable if they contain hazardous or offensive waste. Any labels supplied are to be within the cost of the service.

5.2 Suppliers will provide, at all times, a sufficient number of appropriately sized containers/vessels at each of the agreed locations as specified by the Participating Authority. The containers must take into consideration the space restrictions of the Participating Authority. Where appropriate to the waste stream the containers must be lockable and remain secure at all times.

5.3 Participating Authorities may seek a decanting or bin exchange service, where the Participating Authority owns or leases waste holding/storage equipment. Details of this will be provided where it is required.

5.4 Suppliers will provide, at all times, a sufficient number of appropriately sized containers/vessels at each of the agreed locations as specified by the Participating Authority. The containers must take into consideration the space restrictions of the Participating Authority. Where appropriate to the waste stream the containers must be lockable and remain secure at all times.

5.5 The containers, subject to the approval of the Participating Authority's authorised officer, shall minimise the handling of waste and be compatible with both the Participating Authority and the Supplier's transportation systems. This may include where appropriate, tow bar attachments and lockable wheels to enable them to be towed by electrically powered units (provided by others). However containers may also need to be dual purpose i.e. towable and also suitable for lifting and tipping into compactors and/or waste vehicles.

5.6 Suppliers must ensure that all replacement empty containers are functional and compliant as per relevant legislation prior to their return to the site. Containers that become unsuitable for continued use through wear, loss or any other reasonable cause shall be replaced as necessary at the Supplier's expense. Where applicable, containers supplied by the Supplier (for example: wheeled carts or rigid plastic/steel) must be UN performance tested to meet regulatory requirements. Where this applies the Supplier must provide the Participating Authority with a copy of the relevant Test Certificate on request.

5.7 Waste Containers must be suitably marked as to their contents; this is in specific relation to Hazardous Waste and other waste streams that need to be clearly identifiable.

5.8 Unless owned by the Participating Authority, the containers will remain the property of and be maintained by the Supplier, at the Supplier's expense, throughout the Contract; servicing is to include cleaning (inside and outside surfaces) and lubrication of wheels. The containers must be removed efficiently as and when required, from the Participating Authority's premises on the expiry or termination of the Contract, or other such dates to be advised by the Participating Authority working in conjunction with the Participating Authority's Contract change over implementation plans.

5.9 In the event that a Participating Authority requires larger Waste containers such as Skips, WEEE Containers, Compactors (either static or portable) or Bailers etc. it is the responsibility of the Supplier to ensure this equipment is fit for purpose and is correctly maintained and serviced where applicable. Any electrical testing will be at the cost of the Supplier.

5.10 The Participating Authority may require the Supplier to put in place a system of tracking and auditing bin movements; which is acceptable to and easily monitored by the Participating Authority. This system which may be bar coding or a numbered bin system must be maintained by the Supplier. It should permit the identification and monitoring of all bins, from the waste yard, to the wards/departments, the return to waste yard, to the carrier's vehicle and through to the waste disposal site.

5.11 Suppliers may be requested to provide additional equipment as part of the service i.e. waste storage/holding, WEEE skips, battery boxes etc, however the

Participating Authority reserves the right to accept or reject all or part of the proposals submitted.

5.12 Any proposals for additional equipment must include the following information:

- Perceived benefits/opportunities for the Participating Authority if the equipment is utilised.
- Service/Maintenance Schedule for each piece of equipment
- Proposed call out/response rates if the equipment is out of use or temporary unavailable

5.13 The Supplier must ensure that the bins are locked before loading on to the vehicles.

5.14 The Supplier should ensure that empty bins, and bins which are less than a third full, are noted and a list of the sites and dates where bins were not more than a third full are sent to the relevant Participating Authority's Authorised Officer on a monthly basis.

5.15 The Supplier must not place any waste originating from any other source other than the individual Participating Authority(s) in any bin used for the purposes of the contract.

6 Storage and Collection of Hazardous Non Healthcare Waste

6.1 The Supplier shall collect containers and replace them with cleansed empty containers in accordance with an agreed schedule, by each of the authorising officers of the Participating Authority(s).

6.2 The Supplier must ensure that all replacement empty containers are functional as per relevant legislation prior to their return to the site.

6.3 Hazardous waste will be delivered to the agreed collection / storage areas on each site by the user in accordance with the schedule provided agreed at the start of the contract. The schedule, to be agreed by the Participating Authority(s), shall reflect the hours of business and needs of the individual Participating Authority(s).

6.4 Each Supplier shall identify a sufficient number of containers and size to be supplied. This shall be agreed with the Participating Authority(s) prior to the commencement of the contract.

6.5 Suppliers will ensure that exact quantities of Hazardous Waste generated can be reported to each individual Participating Authority on a monthly basis. Evidence of proposed mechanisms and reporting systems will need to be provided on request.

6.6 The Supplier must provide itemised details of charges on a monthly basis for the disposal of Hazardous Waste.

6.7 Containers supplied by the Supplier (wheeled carts or rigid plastic/steel) must be UN performance tested to meet the appropriate requirements, and packaged in accordance with the ADR (as set out in Section 8 of Health Memorandum 07-01: Safe Management of Healthcare waste, which may be subject to further amendments) It is the Supplier's responsibility to adopt any improvements or changes in regulation which may supersede this document and provide details of such in writing to the Participating Authority(s). In the case of UN3291 Clinical Waste, Unspecified, N.O.S., of packaging instructions P621. IBC 520 and LP621.

6.8 The Supplier is required to correctly mark and label the containers with Proper Shipping Name, UN number and Class 6.2 Danger Label before they are loaded onto a vehicle for the purpose of carriage on public roads.

6.9 The Supplier must provide electronically itemised details to the Participating Authority(s) of costs and weights on a monthly basis for the disposal of Domestic and General Waste.

7 Recording of Waste Collection and Disposal

7.1 The Supplier shall provide and maintain a comprehensive Transportation Plan prior to the contract implementation date, giving details of routes (including alternatives, should any primary route be unavailable), collection points, timetables, vehicles and driver details. The Transportation Plan should allow enough flexibility to accommodate any reasonable special needs that the Participating Authority may have. The Supplier shall consult and agree with the Participating Authority prior to making any alterations.

7.2 All waste collected will be covered by a Waste Transfer Note in accordance with the Environmental Protection Act 1990. Details of applicable charges for the provision of Waste Transfer Notes must be stated in Schedule E – Commercial Schedule.

7.3 All Waste Transfer Notes and Hazardous Waste Consignment Notes must be signed by the Participating Authority(s) representative(s) before waste is removed from Participating Authority(s) premises.

7.4 The weight of each consignment must be established by the use of a weighbridge or other approved and calibrated weighing method which is Weights and Measures endorsed by HM Customs and Excise. Depending on the waste stream the Participating Authority may wish to accompany the Driver e.g. waste metals, or request that the waste is collected in a vehicle that has the ability to weigh the waste on collection. Where relevant the service must allow the successful supplier to measure how much waste is collected from each department/location. Each Department/location must be stated on the invoice together with the amount of waste collected and the charge per department.

7.5 A Consignment Note system is to be used where applicable for each collection and the Participating Authority must be left a copy. A copy of this consignment note should also accompany the associated monthly invoice. After delivery of each load the operator of the waste treatment facility shall issue to the Supplier a receipt recording the time, date and disposal method/point of the load and the weight of the individual containers. A copy of the previous month's receipts shall be forwarded together with the monthly invoices to the Participating Authority's representative.

7.6 All consignment and receipt notes shall be consecutively numbered.

8 Disposal of Hazardous Non Healthcare Waste

8.1 The Supplier is to allow for the separate collection of hazardous non healthcare wastes and provide suitable disposal systems to ensure their safe disposal.

8.2 Suppliers must confirm prior to the commencement of any Contract full details of the Primary sites where hazardous non healthcare waste will be disposed of/treated. Suppliers must advise the Participating Authority(s) of the full name

and address(s) of the Primary Sites(s) / facilities that will apply to the individual Participating Authority(s) contracts.

8.3 Suppliers must have and maintain clear and detailed contingency plans for such events as the Primary waste facility being unavailable. These must be made available on request. Suppliers will be expected to continue to fulfil their obligations to Participating Authorities in such an event.

8.4 In the event that the Supplier wishes to utilise alternative site(s)/facilities the Participating Authority(s) must be notified in writing. Prior notification must be received at least one month before the alternative site/facility is utilised.

8.5 All waste management operations must be carried out in accordance with all current relevant legislation. Evidence to this must be auditable and available on demand by the Authorised Officers of Participating Authority(s).

8.6 The Participating Authority(s) reserves the right to visit the specified site(s)/facilities(s) in accordance with its "Duty of Care" responsibilities under the Environmental Protection Act 1990.

8.7 If the Supplier's contingency plans are reviewed / updated during the course of the Framework Agreement or any Contracts derived under it, written confirmation must be provided to the Participating Authority(s) within 2 weeks.

8.8 Suppliers shall provide written confirmation that any designated waste disposal plant/facility or standby facilities that they propose to use in the execution of services under the Framework Agreement are permitted / authorised by the Environment Agency/Local Authority to receive Healthcare waste from the Participating Authority(s).

9 Disposal of Domestic, General and Offensive Waste

9.1 The Supplier is to allow for the collection of domestic, general and offensive wastes and provide suitable disposal systems to ensure their safe disposal.

9.2 Suppliers must confirm prior to the commencement of the Contract full details of the where domestic, general and offensive waste will be disposed of/treated. Suppliers must advise Participating Authority(s) of the full name and address(s) of the Primary site(s)/facilities that will be utilised for this Framework.

9.3 Suppliers must have and maintain clear and detailed contingency plans for such events as the Primary waste facility being unavailable. These must be made available on request. Suppliers will be expected to continue to fulfil their obligations to Participating Authorities in such an event.

10 Major Incidents

10.1 In the event of a major incident occurring, the Supplier will be responsible for disposing of the waste generated by the Participating Authority(s).

10.2 Waste generated during a major incident may consist of non-hazardous waste streams.

10.3 The Participating Authority(s) in conjunction with emergency services and the Environment Agency will advise the Supplier of the nature of the waste.

10.4 Suppliers should note that subject to the major incident in question, additional bins/containers maybe required in addition to bins/containers already on site(s).

11 Spillages and Accidents

11.1 Suppliers are required to provide method statements for dealing with any spillage, or accident. Where applicable the spillage must be reported to the Participating Authority representative and logged internally at the Supplier. The Supplier must ensure that any accidents or injuries incurred whilst on the Participating Authority's premises are reported to the relevant nominated site waste manager.

11.2 Costs associated with clearing spillages and to remedy accidents where the Supplier has been at fault must be met by the Supplier. This includes third-party costs where the Participating Authority has had to raise an order for works and also any internal costs incurred by the Participating Authority for invoice processing and to effect remedial measures/repairs. Where a spillage or accident caused by the Supplier, results in an inability to provide the normal service (either by the Supplier or the Participating Authority), temporary alternative arrangements must be provided by, and at the expense of, the Supplier, such that waste does not accumulate at the Participating Authority's premises.

12 Recycling and Waste Minimisation

12.1 When requested, the Supplier must create a proposal which will address the issue of recycling and waste minimisation at the Participating Authority's sites. A key aim for this Framework is the Suppliers ability to develop existing recycling activity as well as provide proposals to increase the recycling activity in all waste streams and generate a reduction in landfill percentages.

12.2 Participating Authorities welcome proposals from Contractors on alternative methods of disposal (i.e. Materials Reclamation Facility (MRF) route or alternative procedures) of un-segregated Domestic, General, and Offensive waste to landfill or other immediate disposal.

12.3 Participating Authorities welcome initiatives / innovations from Suppliers to help minimise waste levels and improve recycling. These initiatives should be sustainable and cost effective in the provision of environmental best practice.

12.4 When requested the Supplier will offer innovative solutions to space constraints within the Participating Authority's facilities in order to maximise waste segregation opportunities.

12.5 The Participating Authority reserves the right to accept or reject any proposed innovations/additional services prior to acceptance of an offer.

12.6 The Supplier will ensure on-going audits are performed during the duration of the contract and adopt a continuous improvement approach to the management of the Participating Authority's account.

12.7 Suppliers must be able to provide Training and Education initiatives regarding waste minimisation, segregation, recycling and effective operation of equipment with regards to bailers/compactors, for example, that is appropriate to the Participating Authority. Such training must include supporting literature to be placed at ward and department level within Participating Authority facilities.

12.8 Depending on the Participating Authority there may be a requirement for an initial and/or annual waste pre-acceptance audits for all of the waste streams under this Framework Agreement, the nature of this audit shall meet regulatory requirements.

12.9 Suppliers should monitor their Carbon Reduction, Sustainability and Energy Efficiency and provide details of these results to the Participating Authority on request.

LOT 5 – CONFIDENTIAL WASTE

This Framework covers Confidential waste streams, including but not limited to paper and e-waste, from secure storage and collection through to final disposal, utilising either an on or off site secure destruction service in accordance with Standard BS EN15713:2009.

Suppliers appointed to Lot 5 of the Framework Agreement will meet the following requirements.

1. **Confidential Waste**

1.1 This Lot covers the provision of an on or off site confidential waste and e-waste collection and disposal service for the Participating Authority; the decision regarding actual location of disposal is Participating Authority specific. Participating Authorities may require the full confidential waste management service or a partial service i.e. just e-waste or just paper; this will be confirmed by the Participating Authority.

1.2 The Supplier must ensure high standards of safety, segregation, ethical management and environmentally sound practices at all times. The Supplier must ensure that all Confidential Waste is disposed of in line with GDPR regulations. It is preferred that the Supplier holds membership of an appropriate organisation such as National Association of Information Destruction (NAID), British Security Industry Association (BSIA) or equivalent.

1.3 Confidential Waste disposal methods must adhere to:

- British Standard BS EN15713:2009
- ISO 17799:2005 – Information Security Management
- Data Protection Act 2018
- NHS Caldicott principles
- ISO 27001:2005
- Equitable Duty of Confidentiality

1.4 Material which belongs to confidential waste may include (but is not limited to):

- Records containing personal or medical information (e.g. forms, pay rolls, pensions records, completed questionnaires, staff files),
- Records of a commercially sensitive nature (e.g. Contracts, tenders, purchasing and maintenance records, legal documents).
- Records concerning intellectual property rights (e.g. unpublished research data, draft papers and manuscripts).

1.5 For the avoidance of doubt this material will include records, information and data of a Confidential and/or sensitive nature and may include (but is not limited to) information which is “data”, “personal data” and/or “sensitive personal data” as defined by the Data Protection Act 1998.

1.6 The documentation should be incinerated or shredded in the presence of the Participating Authority, or entrusted to a firm specialising in the destruction of confidential material. If not shredded immediately, all confidential records must be held in a secured plastic bag, labelled as confidential and locked in a cupboard or other secure place.

1.7 Types of paper that may require disposal via this waste stream include (but are not limited to):

- Carbon paper, Coloured Paper, Computer Paper
- Fax paper, Glossy paper
- Invoice paper
- Laser Printouts
- Ledger Paper
- General stationary

- NCR paper
- Transparencies

1.8 Other Materials and items to be shredded include but are not limited to the following; this is not an exhaustive list:

- Microfilm, Microfiche
- CDs /DVDs/Blue Ray Disks/Hard Drive/Floppy Disks/Computers
- Video / Audio Tapes, backup magnetic tapes
- Plastic Credit Cards, ID cards and Swipe Cards
- Medical x-rays and overhead projector slides
- Recording Media (i.e. Dictation Tapes, Video Tapes etc.)
- Branded Clothing

1.9 Depending on the Participating Authority, there may be a requirement for cross cut destruction to 1.9mm x 15mm on all documentation and material that are disposed into receptacles provided, to a minimum of DIN level 4, requirements will be confirmed by the Participating Authority.

1.10 The destruction/disposal of all confidential waste streams must be fully auditable. The process of tracing the waste from point of collection to point of disposal must be outlined. The end of life disposal must be recorded for audit purposes along with a provision of a certificate of destruction where applicable.

2 Service Requirements

2.1 The Supplier shall collect containers in accordance with an agreed schedule; where possible any ad hoc requirements and/or site purges will be managed on the same day as the Participating Authority's regular service or agreed at a suitable date in accordance with Participating Authority's requirements.

2.2 The Supplier must be able to provide scheduled and or ad-hoc collections for the following types of containers:

- Office consoles (lockable)
- Wheeled bins (various sizes and lockable)
- Tied bags / sacks

2.3 The Supplier must be able to provide for the following types of services:

- On-site shredding
- Off-site shredding
- Scheduled collections (i.e. weekly/fortnightly/monthly)
- Ad hoc collections
- Centralised collections (i.e. one collection point)
- Supplier collection (i.e. Supplier collects from various points on-site, typically consoles)
- By appointment to domiciliary locations.

2.4 All shredded documents should be sent to a paper mill to be recycled.

2.5 The Supplier must provide a certificate of destruction for confidential waste. The certificate will be provided to the Participating Authority for onsite destruction and/or for off-site disposal.

2.6 Confidential waste must be destroyed beyond any possible reconstitution.

2.7 Suppliers must ensure that all employees in contact with the shredded documentation and any confidential waste have signed confidentiality agreements and are BS 7858 security checked including all agency staff.

LOT 6 – TOTAL WASTE MANAGEMENT

The scope of the Total Waste Management service will include two or more of the service areas in Lots 1-5. Suppliers awarded to this Lot may offer combinations of these services to Participating Authorities according to their requirements.

Suppliers may only offer services under Lots to which they are awarded.

The details of the required services will be agreed between the Participating Authority and the Supplier.

The Contract may include individual service areas or bundled service areas forming part of this Framework Agreement.

For the avoidance of doubt, any services delivered under this Lot must meet the requirements of each of the relevant awarded Lots.

LOT 7 – WASTE MINIMISATION AND INNOVATIONS

Any Supplier appointed to any Lot of the Framework Agreement will also be appointed to Lot 7. This Lot is intended to allow Participating Authorities to award contracts for innovative waste minimisation solutions that fall within the scope of the Lot(s) to which they have been awarded.

Participating Authorities welcome initiatives/innovations from Suppliers to help minimise waste levels, increase recycling and otherwise improve waste management. These initiatives should be sustainable and cost effective in the provision of environmental best practice.

This Lot covers any innovative products, services etc. that may be of interest to Participating Authorities in order to support delivery of environmental targets, reduce waste volumes, increase recycling, improve segregation and/or support in moving towards a zero waste to landfill position.

Suppliers are encouraged to actively engage with Participating Authorities to reduce their volumes of waste or otherwise improve their waste management, and may offer solutions to Participating Authorities under this Lot.

Participating Authorities reserve the right to accept or reject any proposed innovations/additional services prior to acceptance of an offer.