



SPECIFICATION

for

TREATMENT OF GREEN WASTE

between

RUTLAND COUNTY COUNCIL DISTRICT COUNCIL
of Catmose, Oakham, Rutland, LE15 6HP (“the Council”)

and

CONTRACTOR NAME

whose registered address is at

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

(“the Contractor”)

Services Commencement Date: **XX.XX.XXXX**

Expiry Date: 31 March 2020

Dated 20**XX**

RUTLAND COUNTY COUNCIL – TREATMENT OF GREEN WASTE

SPECIFICATION

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SPECIFICATION SCHEDULE 1: BESPOKE DEFINITIONS

1 In this Agreement the following bespoke definitions shall have the following meanings:

Annual Report	the reports to be submitted by the Contractor in accordance with clause 7 of Specification schedule 5 (Reporting Requirements)
CA Green Waste	the Council's Green Waste accepted at either of its two Civic Amenity Sites (CA Sites)
Contingency Delivery Point	a facility, provided by the Contractor, to which the Council's Green Waste will be diverted, in the event that it cannot be received and accepted at the Primary Delivery Point, being [insert via Tender Response Document]
Contract Year	a period of twelve (12) Months commencing on 1 April, provided that the first Contract Year may be a 'part year' commencing on the Services Commencement Date and ending on the subsequent 31 March
Delivery Point	either the Primary Delivery Point or the Contingency Delivery Point
End Destination	any Further Treatment Facility at which any fraction of the Council's Green Waste, or part thereof, is deemed to cease to be a waste material, or where there is deemed to be 'process loss', in accordance with clause 4.7 of Specification schedule 2 (Service Requirements)
Further Treatment Facility	any facility to which the Contractor consigns any fraction of the Council's Green Waste including Target Materials and/or Residue materials
Green Waste	compostable organic waste from gardens, such as branches, cut flowers, grass cuttings, hedge, shrub and tree cuttings/prunings, leaves, weeds and windfall fruit
Indexation Factor	the annual mechanism to be applied to index the costs of this Agreement, calculated in accordance with clause 2 of Specification schedule 4 (Payment Mechanism)

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SPECIFICATION SCHEDULE 1: BESPOKE DEFINITIONS

Kerbside Green Waste	The Council's Green Waste that results from its kerbside collections
Key Performance Indicators (KPIs)	the indicators by which the Contractor's performance in the delivery of the Services shall be monitored and assessed, in accordance with appendix 1 to Specification schedule 3 (Performance Management Framework)
Monthly Payment	the payment due to the Contractor and payable by the Council for each relevant calendar month, calculated in accordance with Specification schedule 4 (Payment Mechanism)
Monthly Report	the reports to be submitted by the Contractor in accordance with clause 2 to 6 of Specification schedule 5 (Reporting Requirements) inclusive
Performance Deductions	the monetary value of Performance Points, to be deducted from the Monthly Payment, as calculated in accordance with Specification schedule 4 (Payment Mechanism)
Performance Failure	a Performance Issue which the Contractor does not Resolve within the required Resolution Period in accordance with Specification schedule 3 (Performance Management Framework) or an example whereby it is identified that the Contractor has failed to deliver the Services or has failed to deliver the Services to the required standard, including with regards to reporting requirements in accordance with Specification schedule 5 (Reporting Requirements) and where this cannot be addressed (Rectified) in accordance with Specification schedule 3 (Performance Management Framework)

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SPECIFICATION SCHEDULE 1: BESPOKE DEFINITIONS

Performance Issue	an example whereby it is identified that the Contractor has failed to deliver the Services or has failed to deliver the Services to the required standard, including with regards to reporting requirements in accordance with Specification schedule 5 (Reporting Requirements) and where this can be addressed (Resolved) in accordance with Specification schedule 3 (Performance Management Framework)
Performance Points	penalty points allocated to the Contractor for each Performance Failure as set out in appendix 1 to Specification schedule 3 (Performance Management Framework)
Primary Delivery Point	the main facility, provided by the Contractor, to which the Council's Green Waste shall usually be delivered, being [insert via Tender Response Document]
Quarantined Load	a load of the Council's Green Waste for which the proportion of Residue materials is deemed to be high enough that removal of the Residue materials is not practicable, in accordance with clause 4.5 of Specification schedule 2 (Service Requirements)
Quarantined Load Report	a report to be submitted by the Contractor to the Council in the event of a load of the Council's Green Waste being deemed to be a Quarantined Load, in accordance with clause 4.5 of Specification schedule 2 (Service Requirements)
Rectify	suitable actions required of or undertaken by the Contractor in order to address a Performance Failure in accordance with Specification schedule 3 (Performance Management Framework)
Rectification Period	the timescale in which the Contractor must Rectify a Performance Failure in accordance with Specification schedule 3 (Performance Management Framework)

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SPECIFICATION SCHEDULE 1: BESPOKE DEFINITIONS

Repeated Failure Period	the rolling period of time during which multiple Performance Failures have been active against a specific KPI, as detailed in appendix 1 to Specification schedule 3 (Performance Management Framework), resulting in the multiplication of Performance Points in accordance with clause 5 of Specification schedule 3 (Performance Management Framework)
Residue	as per clause 2.9 of Specification schedule 2 (Service Requirements)
Resolve	suitable actions required of or undertaken by the Contractor in order to address a Performance Issue in accordance with Specification schedule 3 (Performance Management Framework)
Resolution Period	the timescale in which the Contractor must Resolve a Performance Issue in accordance with Specification schedule 3 (Performance Management Framework)
Secondary Facility	a facility used for the initial treatment (i.e. sorting) of the Council's Green Waste in the event that the Primary Delivery Point is only used for bulking this material for onward haulage
Target Material	as per clause 4.4 of Specification schedule 2 (Service Requirements)
Turnaround Time	the time lapse between the recording of the gross weight on an entry weighbridge and the tare weight on an exit weighbridge
Waste Collection Contractor	the Contractor commissioned by the Council to perform waste collection duties

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SPECIFICATION SCHEDULE 2: SERVICE REQUIREMENTS

1 INTRODUCTION

This Specification schedule 2 (Service Requirements) details the general requirements and the minimum standards that the Contractor shall meet, in relation to the delivery of the Services.

2 THE COUNCIL'S GREEN WASTE

2.1 The Council's Waste Collection Contractor collects organic garden waste from 240 litre wheeled bins from the majority of Rutland households, i.e. excluding properties where waste collections are from larger communal bins and a very small number of properties where waste collections are bagged. These collections also incorporate a small number of 'commercial' and 'schedule 2' properties. For the purpose of this Agreement, all such organic garden waste is defined as the Council's Kerbside Green Waste.

2.2 Each relevant Rutland household/property receives a fortnightly collection of Kerbside Green Waste, but collections are spread across all weeks, thus avoiding 'on weeks' and 'off weeks' in terms of the flows of the Council's Kerbside Green Waste for the majority of each year.

2.3 The Council suspends its Kerbside Green Waste collections for:

- a. three weeks in each December; and
- b. two weeks at the start of each January; and
- c. two weeks at the start of each February.

2.4 The Council's Kerbside Green Waste will be directly delivered to the Delivery Points in refuse collection vehicles, with the Council's Kerbside Green Waste being subject to compaction.

2.5 The Council also accepts organic garden waste at two Civic Amenity Sites (CA Sites). For the purpose of this Agreement this material is defined as the Council's CA Green Waste.

2.6 The Council's CA Green Waste will be delivered to the Delivery Points in 'roll on roll off' containers, with the Council's CA Green Waste sometimes being subject to compaction.

2.7 Both the Council's Kerbside Green Waste and the Council's CA Green Waste shall be collectively defined as the Council's Green Waste.

2.8 The Council's Green Waste will be subject to seasonal variations in waste flows.

2.9 Materials excluded from the Council's Green Waste material, which will be considered Residue, are:

- a. significant volumes of aggregate/inert waste/rubble;
- b. food waste (excluding windfall fruit);

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- c. plastic e.g. garden furniture, plant pots, plastic bags;
- d. significant volumes of soil;
- e. significant volumes of turf; and
- f. any other materials not referenced under the definition of Green Waste.

3 RECEIPT AND ACCEPTANCE OF THE COUNCIL'S GREEN WASTE

- 3.1 The Contractor shall receive and accept the Council's Green Waste at a designated Primary Delivery Point. This may be a facility where the Council's Green Waste will be treated, or this may be a facility where the Council's Green Waste will be bulked up for onward haulage to a Secondary Facility where it will be treated.
- 3.2 The Contractor shall also provide for a Contingency Delivery Point, to which the Council's Green Waste will be diverted, for receipt and acceptance, in the event that, for any reason, the Contractor cannot receive and accept the same at the Primary Delivery Point. Such diversions shall be utilised for planned and unplanned maintenance as well as for other unforeseen circumstances.
- 3.3 In the event that the Contractor has a capacity issue at the Primary Delivery Point, either in terms of receiving Green Waste (i.e. into a reception/tipping area) or processing Green Waste, the Contractor shall divert out third party commercial waste before diverting the Council's Green Waste to the Contingency Delivery Point.
- 3.4 In the event that the Council's Green Waste is to be diverted to the Contingency Delivery Point, the Contractor shall, before the diversion is initiated, inform the Authorised Officer and a nominee of the Council's Waste Collection Contractor of:
- a. the reason for the diversion; and
 - b. the expected duration of the diversion.
- 3.5 During all periods of diversion to the Contingency Delivery Point, the Contractor shall keep the Authorised Officer and a nominee of the Council's Waste Collection Contractor informed regarding the Contractor's progress with efforts to end that diversion and recommence the receipt and acceptance of the Council's Green Waste at the Primary Delivery Point. The required frequency of such updates shall depend on the nature and likely duration of each diversion and will be subject to the approval of the Authorised Officer.
- 3.6 All Delivery Points must be available to receive and accept the Council's Green Waste every day including bank holidays, except for Christmas Day, Boxing Day and New Years Day, on:
- a. Monday to Friday, 07:00 to 17:00; and
 - b. Saturdays, 08:00 to 15:00.

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- 3.7 Receipt of all the Council's Green Waste at any Delivery Point shall be across a suitable weighbridge, which shall be calibrated at least every 12 months. The Contractor shall supply to the Authorised Officer copies of all relevant weighbridge calibration certificates.
- 3.8 The Contractor shall maintain suitable operational procedures so as to minimise the Turnaround Times of the Council's Waste Collection Contractor's delivery vehicles and shall endeavour to maintain:
- a. a maximum Turnaround Time of 40 minutes; and
 - b. a daily average Turnaround Time of 15 minutes.
- 3.9 In the event that a vehicle delivering the Council's Green Waste suffers a mechanical failure on or between the entry weighbridge and the exit weighbridge, this shall be excluded from all relevant Turnaround Time calculations.
- 3.10 The Contractor shall ensure that the Council's Waste Collection Contractor's delivery vehicles are given priority over all third party bulk haulage vehicles and commercial waste deliveries.
- 3.11 For each load of the Council's Green Waste received and accepted, the Contractor shall provide a weighbridge ticket, which clearly identifies:
- a. the date;
 - b. the time on the entry weighbridge;
 - c. the time on the exit weighbridge;
 - d. the material type;
 - e. the vehicle registration number;
 - f. the vehicle type;
 - g. the name of the driver;
 - h. the gross weight;
 - i. the tare weight; and
 - j. the net weight.
- 3.12 The Contractor shall ensure that every weighbridge ticket is signed by the relevant driver, whom shall then be given the original copy.
- 3.13 Increases and decreases in tonnages of the Council's Green Waste are a Contractor risk where these are the result of:
- a. growth in housing and/or the population within Rutland; or
 - b. other factors outside of the Council's control, such as regional, national and global economic factors.

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SPECIFICATION SCHEDULE 2: SERVICE REQUIREMENTS

3.14 Increases and decreases in tonnages of the Council's Green Waste are a Council risk where these are the result of a Council-led service change, which shall require a variation to this Agreement in accordance with clause 32.

3.15 Increases and decreases in tonnages of the Council's Green Waste that are the result of a Change in Law shall be dealt with in accordance with clause 33.

4 GREEN WASTE TREATMENT

4.1 The Contractor shall not reject any loads of the Council's Green Waste 'at the gate' (i.e. prior to the load being ejected (tipped) from the delivering vehicle).

4.2 The Contractor shall direct all loads of the Council's Green Waste to a designated reception/tipping area, where a Contractor Employee shall direct the driver to eject (tip) the material into a defined area, enabling a Contractor Employee to assess the quality and composition of the load. Once the Council's Green Waste has been tipped from the delivering vehicle, it shall be deemed to be in the ownership of the Contractor.

4.3 The Contractor shall grade each ejected (tipped) load of the Council's Green Waste, based on the proportion of any Residue.

4.4 For any loads of the Council's Green Waste for which the proportion of Residue materials is low enough that it can be removed, the Contractor shall so remove the Residue materials and consign all Residue materials to a suitable form of waste treatment. It shall be a Contractor responsibility to ensure that such consignments of Residue materials meet the waste acceptance criteria of the relevant facility. Any facility to which Residue materials are consigned shall be deemed to be a Further Treatment Facility. The remaining fraction of the load shall be defined as the Target Material.

4.5 For any loads of the Council's Green Waste for which the proportion of Residue materials is deemed to be high enough that removal of the Residue materials is not practicable, the entire load shall be deemed to be a Quarantined Load. For each Quarantined Load, the Contractor shall prepare a Quarantined Load Report for submission to the Authorised Officer, detailing the volume and nature of the contaminant material, along with photographic evidence. The Authorised Officer will have a maximum of one (1) Business Day following the receipt of a Quarantined Load Report, to inspect the Quarantined Load, after which time the Contractor shall consign the Quarantined Load to a suitable form of waste treatment. In such instances, the entire Quarantined Load tonnage will be categorised as Residue. Should the Authorised Officer deem that inspection of a Quarantined Load is not

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required, they shall inform the Contractor as soon as this decision is arrived at, such that the removal of the Quarantined Load shall not be unnecessarily delayed.

- 4.6 The Contractor shall subject the Target Material to a suitable treatment process or a series of treatment processes until such time as the relevant fraction, or part thereof, ceases to be a waste material. This may require the Contractor to consign some fractions to a Further Treatment Facility or a series of Further Treatment Facilities.
- 4.7 The Further Treatment Facility at which any fraction of the Council's Green Waste is deemed to cease to be a waste material, or where there is deemed to be 'process loss', will be referred to as an End Destination.

5 DUTY OF CARE

- 5.1 The Contractor shall ensure that all the Delivery Points, all/any Secondary Facilities and all Further Treatment Facilities utilised in the delivery of the Services have a current suitable environmental permit and a current suitable planning permission.
- 5.2 The Contractor shall indicate to the Council the anticipated waste movements and waste flows between all Delivery Points, all/any Secondary Facilities and all Further Treatment Facilities and shall update these anticipated waste movements and waste flows at a suitable frequency as agreed with the Authorised Officer and following any significant change.

6 INNOVATION AND ADDED VALUE

- 6.1 The Contractor is encouraged to present to the Council, between the award of the contract and at all times throughout the Contract Period, ideas, proposals and suggestions that are innovative and/or value adding. Examples may include the use of new/smart technology.
- 6.2 For the avoidance of doubt, innovation and added value proposals made by the Contractor as part of its Tender will be deemed to be a commitment, should the Authorised Officer choose to take these up.

7 SOCIAL IMPACT AND PROSPERITY

- 7.1 The Contractor is encouraged to present to the Council, between the award of the contract and at all times throughout the Contract Period, ideas, proposals and suggestions that will afford a positive social impact and/or prosperity benefits related to the local economy. Examples may include:
- a. the provision of employment opportunities including apprenticeship schemes;
 - b. a commitment to recruitment advertising that has a local focus;

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- c. working with local charities, community groups and not-for-profit organisations;
 - d. providing opportunities for local people to develop skills and employment prospects, such as attending training courses, particularly with regards to vulnerable members of the community; or
 - e. providing opportunities for local people who are long-term unemployed to re-enter employment.
- 7.2 For the avoidance of doubt, social impact and prosperity proposals made by the Contractor as part of its Tender will be deemed to be a commitment, should the Authorised Officer choose to take these up.
- 7.3 The Contractor shall as a minimum comply with any Council policy on social impact and prosperity as may be drafted and as may be amended at any time.
- 8 CONTRACT MEETINGS**
- 8.1 The Contractor shall ensure that appropriate Contractor Employees are available to attend regular contract meetings with the Council. These may be six monthly, quarterly or monthly as agreed between the Contract Manager and the Authorised Officer.
- 8.2 The Contractor shall ensure that appropriate Contractor Employees are available to attend ad-hoc contract meetings as and when required to address any specific issues.

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SPECIFICATION SCHEDULE 3: PERFORMANCE MANAGEMENT FRAMEWORK

1 PERFORMANCE

- 1.1 The performance of the Contractor shall be subject to monitoring against 6 (six) Key Performance Indicators (KPIs), as detailed in appendix 1 to this Specification schedule 3 (Performance Management Framework).
- 1.2 The Contractor's failure to deliver the Services or to deliver the Services to the required standards will be referred to as a Performance Issue.

2 PERFORMANCE ISSUES

- 2.1 The addressing of a Performance Issue is referred to as a Resolution.
- 2.2 Each notification of a Performance Issue shall be followed by a Resolution Period, in accordance with appendix 1 to this Specification schedule 3 (Performance Management Framework). Each Resolution Period shall commence on the first Business Day after the day on which the relevant Performance Issue is notified.
- 2.3 If the Contractor demonstrates that a Performance Issue is Resolved during the associated Resolution Period, the matter will be closed.
- 2.4 No Performance Points shall be allocated to Performance Issues or Resolution Periods.
- 2.5 If the Contractor fails to demonstrate that a Performance Issue is Resolved within the associated Resolution Period, this will be deemed to be a Performance Failure. A Performance Failure may be notified by the Contractor to the Council or vice versa.

3 PERFORMANCE FAILURES

- 3.1 The addressing of a Performance Failure is referred to as a Rectification.
- 3.2 For each notification of a Performance Failure, a Rectification Period, determined in accordance with appendix 1 to this Specification schedule 3 (Performance Management Framework), shall commence on the same Business Day that the notification is given.
- 3.3 In the event that a Performance Failure is not Rectified within the associated Rectification Period, subsequent Rectification Periods, still determined in accordance with appendix 1 to this Specification schedule 3 (Performance Management Framework), shall be commenced in continuity until the Performance Failure is Rectified.

4 PERFORMANCE POINTS

- 4.1 Performance Points shall be allocated upon the commencement of each and all Rectification Periods, with the number of Performance Points allocated being determined in accordance with appendix 1 to this Specification schedule 3 (Performance Management Framework).

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SPECIFICATION SCHEDULE 3: PERFORMANCE MANAGEMENT FRAMEWORK

4.2 Performance Points allocated for the commencement of Rectification Periods shall be accrued until the related Performance Failure is Rectified.

4.3 Upon Rectification of each Performance Failure, the total number of Performance Points accrued for that 'failure' shall be applied to the Performance Deductions calculation for the calendar month which includes the date of the Rectification.

5 PERFORMANCE POINTS MULTIPLIER

5.1 For all Performance Failures, whilst the Performance Points will be determined in accordance with Appendix 1 to this Specification schedule 3 (Performance Management Framework), if a failure(s) against the same KPI has already been active within the associated Repeated Failure Period (refer to appendix 1 to this Specification schedule 3 (Performance Management Framework)), then a multiplier mechanism shall also apply, in accordance with table 5.1 below:

TABLE 5.1 PERFORMANCE POINTS MULTIPLIER

Number of Performance Failures relating to the same KPI within the associated Repeated Failure Period	Performance Points multiplier
2	1.0
3	1.5
4	2.0
5	2.5
>5	3.0

5.2 Performance Failures are deemed to be active from the date on which they are notified to the date on which they are Rectified.

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SPECIFICATION SCHEDULE 3: PERFORMANCE MANAGEMENT FRAMEWORK

APPENDIX 1 KEY PERFORMANCE INDICATORS (KPIs)

KPI no.	KPI title	Performance Failure (clause references refer to the relevant parts of Specification schedule 2 (Service Requirements) unless indicated otherwise.	Reporting frequency	Resolution Period	Performance Points	Rectification Period	Repeated Failure Period
1	Acceptance of Green Waste	Failure to accept a load of the Council's Green Waste at either the Primary Delivery Point or the Contingency Delivery Point, in accordance with the requirements of clause 3.	Monthly	N/A	1,000 per occurrence	5 Business Days	24 months
2	Turnaround Times - maximum	Failure to minimise any load of the Council's Green Waste to a Turnaround Time of 40 minutes, in accordance with the requirements of clause 3.	Monthly	N/A	100 per day	5 Business Days	1 month
3	Turnaround Times – daily average	Failure to achieve a daily average Turnaround Time of 15 minutes for Council Green Waste loads calculated across all Delivery Points, in accordance with the requirements of clause 3.	Monthly	N/A	100 per occurrence	5 Business Days	1 month
4	Conditions and consents	Any receipt of notification from the Environment Agency that the Contractor is in breach of any relevant environmental permit condition or consent.	Monthly	N/A	1,000 per notice	N/A	24 months
5	RIDDOR	Failure to inform the Authority Representative(s) of any RIDDOR reportable incident within 1 (one) Business Day of the incident becoming reportable under RIDDOR.	Monthly	1 Business Day	300 per occurrence	1 Business Day	24 months
6	Reporting Errors	Failure to submit a Monthly Report or an Annual Report required under Specification schedule 5 (Reporting Requirements) or the submission of a Monthly Report or an Annual Report required under Specification schedule 5 (Reporting Requirements) containing one or more material errors.	Monthly	5 Business Days	300 per report	5 Business Days	12 months

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SPECIFICATION SCHEDULE 4: PAYMENT MECHANISM

1 MONTHLY PAYMENT

- 1.1 The Monthly Payment to the Contractor in respect of each calendar month 'm' shall become due and payable on the fifteenth (15th) Business Day of the following calendar month.
- 1.2 The Monthly Payment (MP_m) for each calendar month 'm' shall be calculated using the following formula:

$$MP_m = [(PC_m + PRA_m) \times T_m] - PD_m$$

where:

PC_m = the amount payable to the Contractor to account for local circumstances, subject to the addition of PRA_m , for the Contractor's treatment of each tonne of the Council's Green Waste, in respect of the relevant calendar month 'm' being **[insert via Tender Response Document]**;

PRA_m = the average cost of the selected technology for the treatment of the Target Materials, being **[insert via Tender Response Document]**, for the relevant calendar month 'm', as calculated in accordance with clause 2 of this Specification schedule 4 (Payment Mechanism);

T_m = the total tonnage of the Council's Green Waste received and accepted by the Contractor during the relevant calendar month 'm'; and

PD_m = the aggregate of Performance Deductions in respect of the relevant calendar month 'm', as calculated in accordance with clause 3 of this Specification schedule 4 (Payment Mechanism).

2 PUBLISHED RATE ADJUSTMENT (PRA_m)

- 2.1 Rather than the Contractor's processing cost being subject to indexation, it shall instead fluctuate in accordance with fluctuations in the market as determined by published costs relevant to the Contractor's selected technology for the treatment of the Target Materials, as per the following methodology:
- a. the Contractor shall calculate, for each quarter (April to June, July to September, October to December and January to February) the average mid-

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SPECIFICATION SCHEDULE 4: PAYMENT MECHANISM

cost for its selected technology for the treatment of the Target Materials, being [insert via Tender Response Document];

- b. the Contractor shall calculate the mid-costs, using the mid-point of costs published on www.letsrecycle.com/prices for its selected technology for the treatment of the Target Materials, being [insert via Tender Response Document]; and
- c. the Contractor, shall apply the calculated quarterly average mid-cost, as PRA_m , for the three (3) calendar months of the subsequent quarter.

3 PERFORMANCE DEDUCTIONS (PD_m)

- 3.1 Performance Deductions in respect of each calendar month 'm' shall be calculated using the following formula.

$$PD_m = PP_m \times \text{£1} \times IX_y$$

where:

PP_m = the number of Performance Points in respect of the relevant calendar month 'm', determined in accordance with Specification schedule 3 (Performance Management Framework); and

IX_y = the Indexation Factor, as calculated in accordance with clause 4 of this Specification schedule 4 (Payment Mechanism).

4 INDEXATION

- 4.1 Indexation of the amounts referred to in this Specification schedule 4 (Payment Mechanism), where applicable, shall be applied annually from 1 April in each Contract Year, with the first indexation date being 1st April 2018.
- 4.2 The Indexation Factor shall be calculated in accordance with the following formula:

$$IX_y = CPI_{y-1} / CPI_{base}$$

where:

IX_y = the Indexation Factor for the relevant Contract Year;

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SPECIFICATION SCHEDULE 4: PAYMENT MECHANISM

- CPI_{y-1} = the published Consumer Price Index value for the December immediately preceding the relevant Contract Year; and
- CPI_{base} = the published Consumer Price Index value for (December 2015) being 100.3.

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SPECIFICATION SCHEDULE 5: REPORTING REQUIREMENTS

1 REPORTS

1.1 Subject to the provisions of clause 39 (Price and Payment) and this Specification schedule 5 (Reporting Requirements), the Contractor shall provide:

- a. Monthly Reports in respect of each calendar month; and
- b. Annual Reports in respect of each Contract Year.

1.2 Failure to provide such reports within the required timescales or provision of reports containing one or more material errors, may result in Performance Deductions in accordance with KPI 6 (refer to appendix 1 to Specification schedule 3 (Performance Management Framework)).

1.3 All reports shall be submitted in a format to be agreed with the Authorised Officer.

2 MONTHLY REPORTS

2.1 Pursuant to clause 3.4 (Invoicing and Payment), the Contractor shall submit to the Council for each calendar month, a Monthly Report, in the format of one electronic file, comprising:

- a. a monthly operational summary for the calendar month, in accordance with clause 3 of this Specification schedule 5 (Reporting Requirements);
- b. a monthly data summary for the calendar month and Contract Year to date, in accordance with clause 4 of this Specification schedule 5 (Reporting Requirements);
- c. a monthly performance summary for the calendar month and Contract Year to date, in accordance with clause 5 of this Specification schedule 5 (Reporting Requirements); and
- d. a monthly payment summary for the calendar month and Contract Year to date, in accordance with clause 6 of this Specification schedule 5 (Reporting Requirements).

3 MONTHLY OPERATIONAL SUMMARY

3.1 Each monthly operational summary shall include:

- a. information on the operation of the Services in respect of the calendar month to which that report relates. Such information shall include reporting by exception the Contractor's delivery of the Services in accordance with Specification schedule 2 (Service Requirements);

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SPECIFICATION SCHEDULE 5: REPORTING REQUIREMENTS

- b. details of all relevant health & safety incidents (including accidents and near misses) that occurred during the relevant calendar month, including the time and date the incident first came to the attention of the Contractor or any relevant Sub-contractor, the location of the incident, the time and date at which action was initiated to remedy the incident and the time and date at which the incident was remedied; and
- c. any relevant links to any Performance Issues or Performance Failures.

4 MONTHLY DATA SUMMARY

4.1 Each monthly data summary shall include:

- a. details of each load of the Council's Green Waste received and accepted by the Contractor during the relevant calendar month, at each of the Primary Delivery Point and the Contingency Delivery Point, including each element required on all weighbridge tickets in accordance with clause 3.11 of Specification schedule 2 (Service Requirements);
- b. details of all Turnaround Times, highlighting any that are over 40 minutes;
- c. the calculation of each daily average Turnaround Time, highlighting any relevant day(s) on which this exceeds 15 minutes;
- d. details of any/all Contaminated Loads;
- e. the total tonnage of the Council's Green Waste received and accepted by the Contractor during the relevant calendar month;
- f. details of all waste flows and waste movements, beyond the Primary Delivery Point and/or the Contingency Delivery Point, to any/all Secondary Facilities and any/all Further Treatment Facilities;
- g. confirmation of when and where fractions of the Council's Green Waste have ceased to be waste or where there has been 'process loss', highlighting the associated Further Treatment Facility as the End Destination for that material; and
- h. any other information reasonably required by the Council for the completion of any statutory returns.

5 MONTHLY PERFORMANCE SUMMARY

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SPECIFICATION SCHEDULE 5: REPORTING REQUIREMENTS

- 5.1 Each monthly performance summary shall include complete, factually correct, accurate and contemporary records of performance against each of the KPIs for the relevant calendar month, including:
 - a. the time and date that each Performance Issue/Performance Failure first came to the attention of the Contractor or any relevant Sub-contractor;
 - b. whether each Performance Issue/Performance Failure was identified by the Contractor or brought to the attention of the Contractor by the Council;
 - c. an explanation as to the cause of each Performance Issue/Performance Failure;
 - d. what efforts were taken to Resolve/Rectify each Performance Issue/Performance Failure (where applicable) and the outcome of those efforts;
 - e. the time and date at which action was initiated to effect each Resolution/Rectification;
 - f. the time and date at which each Resolution/Rectification was effected; and
 - g. details of any application of the multiplier of Performance Points and (for any Performance Failures Rectified during the relevant calendar month) the total Performance Points accrued for that 'failure'.

- 5.2 Each monthly performance summary shall also include a record of the total number of Performance Points incurred during the relevant calendar month.

6 MONTHLY PAYMENT SUMMARY

- 6.1 Each monthly payment summary shall include the following:
 - a. an invoice detailing the Monthly Payment, calculated in accordance with Specification schedule 4 (Payment Mechanism);
 - b. a detailed breakdown of the components of the Monthly Payment, for the relevant calendar month, in accordance with Specification schedule 4 (Payment Mechanism); and
 - c. a table showing invoices submitted (including reference number, date and amount), and payments made for the Contract Year to date.

- 6.1 The monthly payment summary, prepared in accordance with clause 6.1 of this Specification schedule 5 (Reporting Requirements) for the month of February of each Contract Year shall include a calculation of the Indexation Factor to be applied in the

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subsequent Contract Year, as determined in accordance with clause 4 of Specification schedule 4 (Payment Mechanism).

7 ANNUAL REPORTS

7.1 For each Contract Year, pursuant to clause 39 (Price and Payment), the Contractor shall submit to the Authority, no later than the 30 April of the subsequent Contract Year, an Annual Report in the format of one electronic file, comprising:

- a. an annual operational summary for the relevant Contract Year;
- b. an annual data summary for the relevant Contract Year;
- c. an annual performance summary for the relevant Contract Year; and
- d. an annual payment summary for the relevant Contract Year.

7.2 Each annual operational summary shall include the following:

- a. a review of the operational delivery of the Service over the relevant Contract Year;
- b. a summary of the Contractor's health & safety performance for the relevant Contract Year;
- c. a copy of relevant certification and documentation confirming the Contractor has maintained appropriate levels of insurance;
- d. a copy of all relevant weighbridge calibration certificates; and

7.3 Each annual data summary shall include a summary for the relevant Contract Year of all of the information detailed in clause 4 of this Specification schedule 5 (Reporting Requirements).

7.4 Each annual performance summary shall include the following:

- a. an annual summary of performance against each KPI for the relevant Contract Year, as set out in appendix 1 to Specification schedule 3 (Performance Management Framework); and
- b. the total number of Performance Points incurred in respect of the relevant Contract Year.

7.5 Each annual payment summary shall include a summary for the relevant Contract Year of all of the information detailed in clause 6 of this Specification schedule 5

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(Reporting Requirements) along with details of all the payments made to the Contractor by the Council for the same period.

8 REPORTING ERRORS

8.1 Any material errors or discrepancies identified by the Council in Monthly Reports or Annual Reports submitted by the Contractor shall be verified and corrected as appropriate by the Contractor and the relevant report shall be resubmitted within five (5) Business Days following notification of the error(s) by the Authority.

8.2 For the avoidance of doubt, any error shall be regarded as 'material' if it is:

- a. an error within text or an image(s) which is likely to lead to the reviewer misinterpreting the content; and/or
- b. an error within numerical data which constitutes the incorrect recording of the Contractor's performance or which could lead to an incorrect amount being paid to the Contractor

whilst errors shall not be regarded as material if:

- a. they are minor errors within text, such as grammar or spelling errors, which are unlikely to result in a reviewer's misinterpretation; and
- b. minor issues with numerical data, such as rounding differences.