**STFC Tender Document**

**LOT 2**

RUTHERFORD APPLETON LABORATORY, HARWELL CAMPUS

# Term Service Contract

# 3 +1 years

# For

# COMMERCIAL WASTE COLLECTION AND RECYCLING SERVICES

# At The

# Rutherford Appleton Laboratory and Associated Sites

**Change control:**

| Current Issue | Changes made by | Date |
|---|---|---|
| V1.2 | V Gledhill | 04/02/21 |
| V1.3 | V Gledhill (after SR) | 5/02/21 |
| V1.4 | V Gledhill | 11/02/21 |
| V1.5 | V Gledhill after Kieran's changes | 12/02/21 |
| V2 .1 | Final draft VG updates | 18/3/21 |

## 1. Introduction

### 1.1 Description of portfolio

The Science and Technology Facilities Council, (STFC), part of UK Research and Innovation (UKRI), ("the Client"), invites you to submit a tender for the execution of a Term Service Contract to provide waste services up to £550,000 excluding VAT, in accordance with the terms and conditions specified.

UKRI is an independent non-departmental public body that brings together the seven Research Councils (AHRC, BBSRC, EPSRC, ESRC, MRC, NERC, STFC) plus Innovate UK and a new organisation, Research England. UKRI operates across the whole of the UK and has a combined budget of more than £8 billion. For more information, please visit: www.ukri.org

STFC is a world-leading multi-disciplinary science organisation. Their research seeks to understand the Universe from the largest astronomical scales to the tiniest constituents of matter, yet creates impact on a very tangible, human scale. For more information, please visit: www.stfc.ukri.org

### 1.2 Context

UKRI has launched its first environmental sustainability strategy (for reference only this is located in Appendix 1). As part of this, STFC is committed to renewing and developing its approach to *'embed sustainability in everything we do',* from enhancing our overall environmental performance, to phasing out avoidable single-use materials and reducing waste generation. The Client is looking for a waste service provision that not only delivers value for money and quality, but also delivers sustainable environmental improvements and innovation.

Currently, cleaning and waste services are provided through a 'bundled' contract of which cleaning and waste services are one lot. In support of its approach to sustainability, STFC has decided to separate the two elements of the current contract. STFC now wishes to secure a waste contract with a modern and forward-looking contractor that it can be confident can take care of each stage of STFC's waste requirements – reflecting the *Waste Hierarchy* – in a cost-effective manner, ensuring legal compliance (including with STFC's duty of care obligations).

1. Specifically, we are looking for a contractor that can assist in achieving the following goals supported and evidenced through providing accurate, transparent and timely data:

    - No non-hazardous waste to be landfilled
    - Increase amounts and rate of recycling and reuse of non-hazardous waste

In addition to delivering an effective waste management and recycling service, STFC seeks a contractor that can provide innovative technology and solutions, inform and educate our stakeholders, ensure processes are continuously improved and improve sustainable outcomes. Additionally, bidders should take into account changes in legislation or government policy in relation to resources and waste management, as outlined in the Environment Bill.

**1.3 Contract Terms**

The Client wishes to appoint a Contractor capable of delivering a fully integrated and seamless commercial waste management and recycling service for a period of three plus one years. The legal form of the contract will be NEC4. It is for the Contractor to ensure they are literate on this form of contract.

The services within the scope of this procurement are not subject to TUPE.

**1.4 Site Details**

The STFC estate comprises a portfolio of old and new buildings, comprising a diverse range of space/accommodation types including offices, reception, communal and amenity areas, laboratories and clean rooms.

The primary scope encompasses the Rutherford Appleton Laboratory (RAL), which is at the heart of the Harwell Campus in Oxfordshire, England. Approximately 1,200 staff at RAL support the work of more than 10,000 scientists and engineers, chiefly from the university research community. RAL's pioneering research in areas such as energy, security, healthcare and the environment addresses important challenges facing society.

The RAL site is approximately 35 hectares and there are currently 72 buildings on it, including the Ridgeway House accommodation block.

- There are off-site conference and accommodation facilities, at The Cosener's House in Abingdon.
- In addition, there is a laboratory at Chilbolton near Stockbridge that consists of 8 buildings. Contractors should note that these areas are also in scope.
- Site maps of RAL, Chilbolton and The Cosener's House are attached as Appendix 2.
- Bidders should note, some buildings may change (be extended, removed or added) during the contract, or building uses (and therefore contractor services) change over the life of the contract. For information purposes new buildings detailed within the site map at RAL (Appendix 2), are provided with provisional go live dates. It is intended that these will be included in the scope of the contract but will require further details in terms of waste requirements.

### 1.5 Contacts

Any queries relating to the tender process are to be raised using the Message facility within the Delta e-procurement tool. The manager of this e-procurement is: UK Shared Business Services Ltd.

The Client may appoint any other person as Service Manager from time to time, and will notify the Contractor of that change.

## 2. Specification

### 3.1 General Introduction

Bidders are expected to provide responses to all specified requirements within their submission.

As part of UKRI, STFC falls under the statutory reporting requirements of the Greening Government Commitments (GGC).[1] GGC targets for 2021/22 – 2024/25 have yet to be set but for the purpose of this contract the Contractor must be able to meet all GGC targets.

STFC seeks to reuse or recycle as many of its non-hazardous waste streams as possible and currently this includes paper, cardboard, newspapers and magazines, plastic bottles, plastic cups, glass and food waste. In line with the progressive and forward-looking intent of this contract, the Contractor should commit to maintaining 100% diversion from landfill and over the contract duration.

Appendices to refer to:

*Appendix 1 – Information only - UKRI Environment & Sustainability Strategy*
*Appendix 2 – Site Plans showing bin locations*
*Appendix 3 - Data showing bins locations, type and current frequency of collection*
*Appendix 4 – Information only - Hazardous Waste Streams*

### 3.2 Material waste streams

The Client places high emphasis in obtaining accurate information on the waste streams it produces, and how it can improve the way waste is managed, and therefore requires proposals that offer:

- On board weighing solutions to measure waste by identifying actual lifts of individual containers weighed at the time of collection so that be trusted and used to benchmark the past and predict future trends in site waste generation.

[1] https://www.gov.uk/government/collections/greening-government-commitments

- Providing solutions for tracking and reporting on waste volumes per bin and per stream to enable measurement at a more granular level e.g. building level
- Providing feedback on contamination at a sufficiently granular level to allow STFC to target training and education.
- Provision for new waste streams and responding to increase of current waste streams in response to campus growth.

The approximate quantity of waste produced by STFC in the last year is summarised in the following tables. It is expected that volumes of waste, containers and frequencies will change in the course of the contract as recycling increases and the service is made more efficient and with accurate reporting.

The Contractor is required to collect each of the waste streams listed in Table 1 and Table 2 from the service commencement date. The bidder should assume all containers and bins are provisioned by the incumbent contractor and therefore this replacement provision must be factored in to bidders response.

*Table 1: Materials to be collected from Wheeled Bins from Day 1 – refer to Appendix 2 (site plans) and Appendix 3 for more detail of bin location and type*

| **Waste stream** | **Total weight for year 19/20 (kg)** | **Current bins / containers (owned and supplied by current supplier or 3rd party)** | **Current frequency** | **Required start date** | **Notes** |
|---|---|---|---|---|---|
| Residual general waste | 179,295 | 30 x 1100 (RAL)<br>2 x 240 (RAL)<br>3 x 1100 (Coseners)<br>1 x 1100 (Chilbolton) | Weekly twice<br>Weekly twice<br>Weekly twice<br>Weekly once | day 1 | |
| Dry mixed recycling | 89,517 | 25 x 1100 (RAL)<br>1 x 240 (RAL)<br>2 x 100 (Coseners)<br>1 x 1100 (Chilbolton | Weekly twice<br>Weekly twice<br>Weekly twice<br>Weekly once | day 1 | Including paper, card, glass, cans, plastics |
| Glass | 18,474 | 11 x 240 (RAL)<br>7 x 240 (Coseners) | Fortnightly | day 1 | |
| Food waste | 42,780 | 10 x 120 (RAL)<br>4 x 120 (Coseners) | Weekly | day 1 | |

*Table 2: Materials to be collected in Skips / Containers from main bin store R24 or other areas of site if indicated*

R24 is the building which accommodates the waste compound area for container based waste which can be identified on Appendix 2 Site Plan.

| **Other Waste streams** | **Total weight for year 19/20 (kg)** | **Current containers (owned by current supplier)** | **Current frequency** | **Required start date** | **Notes** |
|---|---|---|---|---|---|
| Residual general waste (large items) | 108,000 | 40 yd skip<br>8 yd skip(R105) | Twice per month | Day 1 | |
| Cardboard | 18,760 | 16 yd skip | Twice weekly | Day 1 | Generally large cardboard boxes, unsuitable for a wheeled bin |
| *Metals (ferrous/non-ferrous) | 341,495<br><br>137,000 | 40 yd skip<br>20 yd skip (R105)<br><br>Flatbeds (15 loads) | Monthly | Day 1 | |
| WEEE | 10,434 | 10 yard skip | Monthly | Day 1 | WEEE is delivered to R24 store |
| Batteries (household) | 912 | No information | Four visits per annum | Day 1 | Contractor to provide a suitable container |
| Batteries (other including Lithium Ion and Lithium Metal | < 100 kg | No information | Four visits per annum | Date to be agreed in mobilisation | Contractor to provide a suitable container and safe disposal in line with dangerous goods disposal and transfer |
| Fluorescent tubes | 300 | No information | Four visits per annum | Day 1 | Contractor to provide a suitable container |
| Confidential waste* * | < 100 kg | Sacks filled and cleaners collect from buildings and deposit at R1 compound (T note: 4 container may not be required). | Fortnightly Detailed on appendix 3 bin list | Day 1 | Contractor to provide suitable secure containers for storage of confidential waste until it is collected (currently 4 lockable bins in R1 compound these will need to be provided by the Contractor) |
| Printer cartridges | < 100 kg | No information | Four visits per annum | Day 1 | Contractor to provide a suitable container at R24 main waste store and 8 to be dispersed around site |

*Metals and WEE are currently collected by a separate local supplier outside of the main contract. The Client's preference is for this to be provided and managed as part of the new contract arrangement.

**Confidential waste disposal supplied by the Contractor or with third parties must include the requirement to have appropriate security measures in compliance with the General Data Protection Regulations (GDPR) and the facility to allow audit by the Client. Whilst the Client anticipates a like for like service from Day 1, this service is included in section 2.5 for in-year improvements.

At the discretion of the Client, the following services in Table 3 are in scope of this contract and are required to be mobilised on a date to be agreed, after contract start (to align with current service provision contract end dates).

*Table 3: Specialist Materials (to be collected on demand, from a date to be agreed)*

| **Waste stream** | **Total weight for year 19/20 (kg)** | **Current container** | **Current frequency** | **Required start date** | **Notes** |
|---|---|---|---|---|---|
| Clinical waste which is linked to the site occupational health service (sharps) | Unknown | 2 x 3.75 litre bins | Monthly pick ups | Date to be agreed in mobilisation phase | Bins required at R12 to replace current ones |
| IT hard-ware/discs | < 10000kg | N/A | ad-hoc | Date to be agreed in mobilisation phase | Require confidential disposal/data wiping before reuse / redistribution providing end to end traceability |
| **Hazardous waste material** | | | | | |
| Fridges | 5,722 kg | N/A | Circa every 3 months | Date to be agreed in mobilisation | |
| Hazardous waste -*Waste arising from* various site, Laboratory & Cleanroom processes | c46, 678kg | | | Date to be agreed in mobilisation phase | See Appendix 4 |

The scope of this tender excludes collection, transport, storage and disposal of the following specific waste(s):

- Asbestos
- Active / Radioactive waste
- Atmospheric and aqueous discharges.

### 3.3 Bin provision and containerisation

Appendix 3 details the number, sizes and maximum collection frequency of the bins that are currently on site. This is provided for information, not as a specification of the containers that must be provided by the Contractor. The Contractor shall make its own assessment of the number and range of bins that the Contractor considers necessary to meet STFC's requirements in readiness for day 1 of the contract in the most cost-effective and sustainable way, taking account of the tonnages stated in the table. It is not expected that this will have an impact on the bid price submitted.

The Contractor shall have overriding responsibility for bin and container provision including responsibility for their maintenance and renewal. The contractor shall monitor the condition of bins and containers on site and provide a report for the Client's review for recommended repairs or replacement.

To assist with ad hoc service requirements, the Contractor shall provide skip rental charge and a container emptying charge for the following open waste skips capacities: 2,4,6,8,12,20 and 40 cu yard. Options for enclosed, lockable open skips are also required. It is assumed that the same per kilogramme fee/rebate will apply regardless of container size.

### 3.4 Weighing Requirements

All collection vehicles must have the capacity to provide accurate container weights. Weight data must be captured for each bin to support the reporting requirements as set out in section 3.8.2. Bidders are required to evidence weighing process including the exchange modes (skip and bulk carrier mode) collections that may be weighed in and out of the facility. The Client expects accurate charges to be based on accurate 'net weight' of the waste deposited and collected. The data will enable the Contactor to make improvements to reducing or changing bin types across the site which will be required as part of the year one service review and improvements set out below.

### 3.5 Year One Service Improvements Audit, Review & Implementation

It is expected that with improved weight data and waste management approaches, the new contract will evidence and prioritise efficiency and environmental improvements across the scope of the contract. During the mobilisation phase, the Contractor and Client will jointly agree key milestone dates for the audits to take place within one year of the contract start date. These audits will provide costed options for the Client to review, alongside associated implementation plans. The Contractor shall make no additional charge for the service of providing this activity and the Client is under no obligation to take forward:

### 3.5.1 Waste Collection and Bin Provision

The Contractor shall review STFC's waste collections and external bin provision and make recommendations for initial improvements to better tailor the collection and STFC's needs from a cost and efficiency basis.

### 3.5.2 Internal Bin System

The Contractor shall audit and review the current internal bin system and provide costed recommendations for a replacement standardised bin system to provide for a range of needs e.g. office, public areas, prestige areas, meeting rooms. The audit shall cover all sites in scope, with the objective of further reducing residual waste and increasing recycling, aligning with STFC's environmental and sustainability ambitions. This may involve identifying opportunities to increase and improve source separation of recyclable material. Prices will be submitted during contract for this requirement.

### 3.5.3 Confidential Waste System

The Contractor will audit the current confidential waste system and make recommendations for a secure and auditable end-to-end confidential waste process to include the option for lockable waste bins to be dispersed across the scope of the site.

### 3.5.4 IT Disposal / Reuse

The Contractor shall work with the Client to develop a proposal to provide a specialist service to securely dispose of IT hardware including servers and discs. This may involve destroying and shredding the hardware, or thoroughly and irreversibly wiping the hardware clean of all data before making it available for refurbishment and reuse as part of the solution.

### 3.5.5 Legislative Change & Improvements and Innovation

Included in the year one service improvement review, and during the life of the contract, as often as necessary, the Contractor will advise on legislative change to ensure compliancy as well as progress towards its sustainability goals. The Contractor will advise and support the Service Manager to enable STFC to develop and implement new policies and approaches to waste management. These will include processes to encourage and maximise reuse, preparation for reuse and recycling and minimise recycling contamination.

The output of this input will be the development by the Client of a Sustainable Waste Plan which will align with the UKRI Environment and Sustainable Strategy and Plan. The Plan may include annual targets for landfill, waste minimisation, re-use and recycling and will link to future key performance indicators following year 1.

### 3.6 Engagement – Training & Education

The Contractor will engage with the Client to assist in employee engagement and awareness in relation to recycling and waste. The Contractor shall make no additional charge for the service of providing this input. Examples of the support and input required for illustration purposes but not limited to, may include:

- Attend sustainability / waste workshops or events in person/ by zoom – about 3 times per year
- Provide collateral tailored to STFC's needs to directly support STFC's campaigns
- Provide training workshops for STFC staff – about 4 times per year
- This work may also involve liaising with cleaning staff to train them in how to use the containers correctly and reduce contamination – about once per year
- Tours of other facilities to enhance STFC's awareness and learning – e.g. example to look at the waste journeys and systems on other sites.

### 3.7 Waste Porterage Engagement

STFC employs a porterage through the cleaning contract, this function supports the segregation of non-hazardous metal, furniture, and WEEE which is collected and taken to the store compound location, R24. Before any of this leaves the building compound, health reassurance monitoring activity undertaken by the Client takes place to provide clearance. The Client seeks to improve functional efficiency and compliancy, and ensure that salvage income is maximised and disposal costs minimised. The Contractor shall support this activity through providing:

- relevant updates on legislative changes/updates to support compliance.
- training to the porterage staff on waste handling and separation where appropriate.
- Information and guidance to include identification and definition of waste categories to be segregated at source where the value of the material justifies the time involved in separating it.

For the avoidance of doubt, <u>the Contractor will have no management duties in respect of STFC's staff</u>.

### 3.8 Waste Collection – Service and Performance Management

3.8.1 The Contractor shall provide an efficient, effective, timely and compliant waste management service to STFC. In particular, the Contractor shall:

- Provide a service access contact point for all related services requested by the Service Manager to be acknowledged within the same working day and responded to accordingly
- Advise on the frequency and undertake scheduled collections of waste on the agreed and appointed days. Collections shall normally be undertaken before 9am. Collections are only required to be undertaken between Monday and Friday, (excluding bank holidays - when these fall on a day when collections would normally be scheduled, collections shall instead be carried out on the next working day).
- Rectify any missed collections, wholly or partially, within 24 hours.

- Arrange for the delivery of a skip within 24 hours of receiving a request from the Service Manager
- Arrange for the removal of a skip within 48 hours of receiving a request from the Service Manager
- Arrange for the replacement of a damaged bins or containers within 5 working days of receiving a request from the Service Manager
- The Contractor (and their subcontractors) will assist the Service Manager in ensuring that the Client meets its responsibilities as waste holder under the “duty of care” regulations.
- Have sufficient plans for business continuity in particular to inclement weather

3.8.2 The Client is required by the government to provide reporting on the waste removed from its site. To enable the Client to meet this requirement and secure and strengthen its waste data, where the Contract involves the Contractor removing the Client’s waste from its site, the Contractor must produce a monthly contract report to be sent to the Service Manager via email by the 10th working day of each month. This must include all waste activity in that period with a cumulative total over the financial year period and structured to provide quarterly view of each waste stream. In addition, reporting must address all of the KPIs detailed in section 2.17.

A. Weight (in kilogrammes) of each waste type removed from site broken down by:
   - Type of Waste;
   - European Waste Catalogue (EWC) Code;
   - Name of Waste Carrier and Carrier Licence Number;
   - Name of Broker and Broker Licence Number (if applicable);
   - Name and Location of Treatment/Transfer Site;
   - Treatment/Transfer Site Licence Number.

B. Percentage of all collected waste streams that is
   - reused,
   - recycled,
   - composted,
   - Anaerobically Digested,
   - incinerated with energy recovery
   - incinerated without energy recovery and
   - landfilled.

C. Monthly trend information for the above (graph)

D. Waste by bin identity and location identifying where under or over utilised;

E. Bin condition report, details of replacements and identified replacement costs

F. Any relevant certification and documentation must be held by the Contractor in safe storage (including digitally on their system) throughout the life of the contract and made available to the Service Manager.

G. Bin contamination report

H. Bin location report to be maintained

I. Skip report – skips on site by date delivered, removed, still on site

J. Monthly reporting should also include all Key Performance Indicators as referred to in Section 2.17

**3.9 Health & Safety**

**3.9.1** The Contractor shall demonstrate a strong commitment to Health and Safety throughout all aspects of its organisation, this shall be particularly important in relation to the provision of robust record management and auditing processes so as to ensure statutory and best practice compliance. The Service shall be carried out in accordance with all legislative and environmental compliance requirements and relevant STFC Safety, Health & Environment (SHE) Codes. https://www.she.stfc.ac.uk/pages/home.aspx

**3.9.2** All incidents, near misses and injuries (whether of a major or minor nature) shall be reported to Service Manager within 12 hours, or within 2 hours if the incident is major who reports to a H&S SHE Assure system. In the event of an incident, injury or near miss the Contractor must report to the Service Manager.

**3.9.3** The Client H&S representative may investigate such reports and request specific remediation action in direct relation to the H&S key performance indicators.

**3.9.4** The Contractor is responsible for ensuring that the COSHH Regulations are complied with in full by their employees or sub-contractors in the performance of this Contract. COSHH information and appropriate PPE must be provided in each of the designated cleaning store areas and must demonstrate that each and every employee or sub-contractor has been trained and has signed to say they have done so. This shall include annual refresher training.

**3.9.5** The Contractor shall provide all measures, which under the Health and Safety at Work Act 1974, or the working rules of any industry, the Contractor is required to take in connection with Health, Safety and Welfare.

**3.9.6** The Client's Occupational Health facilities are for the use of Contractor's personnel only in emergency. First Aid equipment and other facilities for dealing with minor injuries shall be provided by the Contractor.

**3.9.7** All Contractors' employees and their subcontractors working on the Client's sites have to attend a Health and Safety Induction course, which lasts about one hour. The Contractor is to keep records of those who have attended. During Covid-19 there are additional induction requirements which are provided on-line.

**3.9.8** The Contractor shall ensure that their operatives, including those of his sub-Contractors, comply at all times with the safety measures required by the Client's Safety, Health and Environment Codes. The contractor is responsible for ensuring all site operatives including sub-contractors are fully inducted into the site safety operations, management of contractors SHE code 15. The Client' SHE Codes are available on the following website: https://www.she.stfc.ac.uk/pages/home.aspx

**3.9.9** The Contractor shall susatain the Service Manager of the name of their nominated In-House Safety Officer; regular attendance by the Safety Officer is required and a Health and Safety report is to be included in reporting.

**3.9.10** It is a condition of appointment to this Contract that the Contractor employs on the Client's sites, only persons who have satisfactorily completed a DBS (Disclosure and Barring Service) application form and received a DBS Certificate, available on line from www.gov.uk/government/organisations/disclosure-and-barring-service. The method the Client will use to monitor and audit this will be advised during the tender period or before mobilisation.

### 3.10 Compliance

The Contractor shall be required to have up to date waste carrier licencing and comply with all waste carrying and disposal legislation. The contractor shall use only appropriate licensed waste management contractors, and shall retain waste transfer documentation regarding material that may contain waste collected from STFC that it transfers to any third party, so that the documentation can be for inspected by the Service Manager.

### 3.11 Audit

The Contractor will be subject to audit by the Client, or their appointed agent, as regards performance, quality and statutory compliance measures against the KPIs. Consequently, the Contractor shall be required to facilitate collaborative waste audit activities and supply supporting documentation when requested at no additional cost.

Following the year one service improvement audit and reviews, services will be audited annually, or as often as necessary in order to achieve compliance with legislative change and maintain STFC's progress towards its sustainability goals, the Contractor will advise the Service Manager to enable STFC to develop

and implement new policies and approaches to waste management. These will include processes to encourage and maximise reuse, preparation for reuse and recycling and minimise recycling contamination.

### 3.12 Handover / Mobilisation

Following award of contract, the Contractor and Client will work closely to confirm and progress handover and mobilisation plans, including co-ordination for bin replacement from incumbent supplier to the Contractor. Key milestone dates will be agreed during mobilisation for provision that is not specified as required from 'day 1'.

A Contractors Plan detailing key activity such as provisioning of bins and containers will be required 4 weeks following contract award. In addition to a Mobilisation Plan, an indicative outline of this is required as part of your bid submission.

### 3.13 Exit Management

On the request of the Service Manager the Contractor updates the Contractors Plan to include for the transition of the service to a new supplier. The Contractor provides details on:

- The demobilisation of the Contractors staff and equipment, including any specific requirements for the transition of the Contractors staff and equipment to the Client or Others;
- The provision of work in progress reports on any Task Orders that may not be completed prior to the end of the service period;
- The handover of documentation required for the continuation of the service (including but not limited to risk and method statements), including information held electronically where reasonably required;
- The cessation of access to the Affected Property, including the return of site specific access passes; and
- An asset register detailing the title and condition of assets used in the provision of the service.

At the request of the Service Manager the Contractor attends meetings or workshops with the Service Manager and a new supplier to agree the day to day transition of the service (if required) prior to the end of the service period. The Service Manager issues a transition schedule to the Contractor and new supplier to confirm agreed actions.

### 3.14 Other Contract and Site Related Requirements

### 3.15 Subcontracting

A subcontractor will be deemed any person, entity or company, which provides services similar to this Specification or might be described as a waste or disposal business. With prior notice, subcontractors may be used by the Contractor for the supply of services. Details must be provided to the Client as part of its tender response and thereafter for any new subcontractors. The Contactor manages and controls the service provided by the subcontractor exactly as they would his/her employed staff and to the requirements of this Specification.

## 3.16 Site Rules

### 3.16.1 Personnel

The Contractor shall ensure all operatives deployed on site conduct themselves in a reasonable manner, are not under the influence of alcohol, recreational drugs or sensory impairing medication etc.

Each member of his workforce shall wear the required Personal Protective Equipment (PPE) necessary to carry out his work. Visibility jackets and the like should be endorsed with the Company name/or logo.

The Client shall have full power to require the Contractor to cease to employ on site any person in his employ whom the Client (whose decision shall be final and conclusive) may consider negligent in the execution of any work or incompetent or to have misconducted themselves and the Contractor shall forthwith comply with any such requirement.

### 3.16.2 Vehicles

Any vehicles of the Contractor used within the Establishment shall be insured and operated as though they were on the highway and subject to the Road Traffic Acts. This is additional to any other insurance, which the Contractor deems necessary to cover their liabilities and responsibilities under the Contract. Attention is drawn to the fact that a Public Highway (Fermi Avenue) separates the main RAL site from some of the Client's other buildings.

Drivers of such vehicles shall hold current driving licences. The Contractor shall ensure that their sub-Contractors observe this regulation. No vehicles are to be left on site overnight.

### 3.16.3 Site Access

Access to Site for the Contractor's traffic, including that of his sub-Contractors and workpeople, will be via the main entrance of the Establishment. STFC RAL site closes from 24th December and reopens 2nd January. The site also closes on bank holidays.

The Contractor will be permitted to use such roads and paved areas as are authorised by the Client. They shall keep them thoroughly clean and limit the weight and class of vehicles as directed. They will be held responsible for all damage, including damage by subcontractors and Contractors, which, in the opinion of the Client, is occasioned by non-compliance with the Client's instructions or is not due to fair wear and tear. Site speed limits must be observed. Operatives who do not comply with the site speed limits may be removed from site.

Obstruction of roads and paved areas will not be permitted unless notice has been given in writing and approval obtained. The Contractor should note that all persons and vehicles entering or leaving the Client's sites are liable to be searched.

#### 3.16.4 Restricted Areas

The Contractor will be informed of restricted areas and all employees, agents and sub-Contractors of the Contractor will have to obtain permission from the Service Manager to enter any restricted area. Permits for Work where required for access to certain controlled areas of site, must be obtained prior to work commencing via the Estates Helpdesk –the Client will advise on this system and process as part of mobilisation.

Permission granted will be in the form of a permit which will give the date and time. In addition, the permit will give details of work to be performed and of any other specific requirement. Where the restricted area is a Radiation Controlled area the permit system will also include the issue of a radiation-monitoring device to check for exposure. The SHE Code 29 applies to work in restricted areas.

#### 3.16.5 Utilities

All utilities shall be provided free of charge to the Contractor. The Contractor shall ensure this facility is not abused and ensure that it is used safely and all procedures are adhered to ensuring consumption is controlled and offers value for money to STFC.

### 3.17 Contract Management

The Contractor shall, in agreement with the Client, appoint one senior member of their staff (known as the 'Contract Manager') to provide effective liaison between all sections of his own organisation and the Client for this Contract. The Contract Manager will be contactable during office hours, Monday to Friday, 9 am to 5 pm but provide a mechanism for emergency contact out of hours should there be waste that is presenting a risk or hazard.

Meetings will be established to ensure good lines of communication and as a means to progressing and developing the service delivery in line with the requirements and requests, including the strategic vision as per the STFC Environment & Sustainability Strategy. Minuted actions will be progressed within agreed timescales.

The Contract Manager will be named, responsible and accountable person for all service performance and will be required:

- To attend monthly service review meetings with the Service Manager during the mobilisation period and produce minutes;
- To attend quarterly service review meetings with the Service Manager after the contract start date and produce minutes;
- To provide timely submission of all management information in the required format;
- To provide timely performance and reporting against required key performance indicators in the agreed format;
- To ensure that key waste related documentation is maintained such as bin locations;
- Provide remediation plans against underperformance;
- Report on key sustainability industry or government changes;
- To make recommendations on innovation and improvements;
- To manage any instructions and service changes that the Client may require;
- To manage any complaints; and
- To address any invoicing queries.

**The quarterly** service review meetings will focus (but not be limited to):

- A review of the latest data, including the number of collections carried out, tonnages, recycling rate performance and carbon emissions
- A review of any Contractor issues or remediation, in the period including:
    - Missed collections
    - Spillages
    - Health and safety incidents
- A review of service issues that STFC can address including access issues and bin contamination
- Review of spend data
- Service provision recommendations / enhancements to improve efficiency or value including bin capacity, container numbers and collection frequencies
- Discussion of innovative or technical proposals to enhance sustainability measures including additional source separation, new waste streams etc.
- Update and report on Report on Risks and Opportunities via Risks and Opportunities Register

- Discussion of any forthcoming changes in the size or use of buildings that may affect the quantity or composition of waste and the timescale in which service changes may be required
- Quarter 1 of year two and proceeding years of the contract will require an annual report collating all data.

It is envisaged that the Client may invite other contractors (e.g. its cleansing contractor) to attend part of the quarterly service review meeting, so that any issues relating to the interface between the contracts can be discussed.

It is envisaged that the services required by the Client will change during the lifetime of the contract. The Contract Manager will be responsible for ensuring that the services provided are flexible and adapt to accommodate such changes in a timely way.

| Table 4 Key Performance Indicators | | | | | |
|---|---|---|---|---|---|
| **No** | **Weight** | **KPI Area** | **Definition** | **Measure** | **Consequence** |
| 1 | 10% | Missed Collections | Missed Collections full or partial not evidenced to be due to Client | More than 2 missed collections in any rolling 2 month period (this should be reflected in support business continuity plans in relation to weather) | Service credit |
| 2 | 25% | Missed Collection Rectification | Missed Collections not rectified within 24 hours | More than 1 missed rectification collection in any rolling 1 month period | Service credit |
| 4a) | 25% | Legislative Compliance | Waste collected is stored, sorted and disposed of at properly licensed facilities | Less than 100% compliance | Service credit |
| 4b) | | Annual waste transfer notes | Number of annual waste transfer notes issued to STFC less than 30 days before expiry of the previous note | More than 0 | Service credit |
| 5 | N/A | Health & Safety – Incidents & near misses | Number of incidents and near misses | 1 or more incidents occur | Remediation plan |
| 6 | 20% | Health & Safety – Reporting | Number of incidents or near misses not reported to the Service Manager within 12 hours (or 2 hours in the event of a serious incident) | 1 or more instance occurs in rolling 2month period | Service Credit or termination depending on severity |
| 7 | N/A | Container replacement / repair | Number of containers agreed with the Service Manager to be unfit for purpose not replaced within 5 working days of initial notification. Also includes reporting bin areas to Service Manager that require cleaning. | 1 or more container | Remediation plan |
| | | **Waste Treatment** | | | |
| 8 | N/A | Landfill percentage | Non-hazardous waste landfilled ÷ non-hazardous waste collected not evidenced to be due to Client fault | More than 0% | Remediation Plan |

| | | | | | |
|---|---|---|---|---|---|
| 9 | N/A | Recycling and reuse percentage | Non-hazardous waste recycled ÷ non-hazardous waste collected | Set target rates to be achieved at the end of each year of the contract, with 10% increase year on year | KPI target to be agreed at end of year 1 |
| | | **Administration & Contract Management** | | | |
| 10 | 20% | Service Request Response | Number of service change requests made by the Service Manager that are not acted upon within 3 working days | More than 0 | Service credit |
| 12 | | Minutes of Monthly or Quarterly Meetings | Minutes of the meeting sent for verification by Contract Manager within 5 working days of the meeting | Minutes not issued within timescale | Service credit |
| 13 | | Monthly Management Information Reporting | Contract Manager provides accurate monthly Management Information by 10th working day of each month as identified in Section 3.8.2 and reports against all KPIs, including nil responses | MI not issued within timescale | Service credit |
| 14 | | Quarterly Review Meeting Attendance | Number of quarterly review meetings attended in the quarter | Missed one quarterly meeting | Service credit |

Bidders to note that the figures detailed above are for illustrative purposes only and the KPI's are to be agreed with the successful Contractor during the mobilisation period.

## 3.18 Key Performance Indicators, Performance and Remediation Mechanisms

Service Credits

3.17.1 The Contractor shall report on a monthly basis against all of the KPIs (detailed in below table 4), providing cumulative totals structured by month, and by quarter, for each financial year (April – March). The Contractor will identify areas of non-performance against all KPIs, and where there is no required service credit, improvement by remediation plan is required to be submitted within the corresponding monthly reporting period.

3.17.2 At each assessment date 15% of the total value of the amount due may be withheld in respect of low performance as identified and reported by the Contractor, or as evidenced by the Client, in the previous assessment period. The sum of a deduction from the amount due is calculated using the Key Performance Indicator Service Credits in Table 4.

3.17.3 The Service Credits for non-performance are weighted and then applied 15% of the amount due. Nil returns service credits should be reported. A correction to a deduction for non-performance will be made at the next assessment date.

Ratchets for "Consecutive or Repeated Failure "

3.17.4 A ratchet will apply to the total value of KPI related service credits for each aspect of low performance for frequent or repeated failure of the KPI target (the "Ratchet").

3.17.5 Such ratchets of 1.5 will be applied if any aspect of performance has failed the KPI for two (2) consecutive months the ratchet will apply to the service credit for the second month.

3.17.6 A repetition ratchet of 1.75 will be applied if any aspect of performance has failed the KPI for three (3) consecutive months the ratchet will apply to the service credit for the third month.

Bedding in Period

3.17.7 The Key Performance Indicators and all service credits are only applicable from month two (2) of the service commencement date, to allow appropriate time for familiarisation and mobilisation.

Remediation Plan

3.17.8 The Contractor will identify and supply in the monthly reporting regime, performance which falls below the key performance target level(s).

3.17.9 An agreed target(s) for performance improvement and a date for review will be set and communicated by the Client. Client has the option to seek a service from another provider and apply for service compensation.

3.18 Finance and Invoicing

Note, due to the organisational structure of the site there may be a requirement of the Contractor to issue a small number of bills to collaborator organisations directly. However, the Contractor will issue all invoices on a monthly basis by the 15th of each month to the Client to enable assessment purposes. The Client will assess and once validated will then provide these to UK SBS finance team for payment. For the avoidance of doubt, UKRI is fully responsible for the approval and payment of all invoices and is the sole Client.