

1. GENERAL

1.1. Introduction

- 1.2. This Appendix A (Specification) defines the Council's minimum requirements for the Works and Services.
- 1.3. The Contractor shall be required to deliver the Services in accordance with the Contractor's Proposals as required by this Specification.
- 1.4. If within this Appendix A (Specification) there are separate provisions and requirements which relate to the same subject matter and if and to the extent that such provisions and/or requirements are inconsistent, the more specific provision or requirement created particularly to address the subject matter shall take priority over the provisions and requirements set out in any other part of this Schedule, unless the Contract requires otherwise.

2. Duty of Care

- 2.1. All Contract Waste Handled by the Contractor shall be sent to appropriately permitted facilities, and the Contractor shall comply with the requirements of the Environmental Protection (Duty of Care) Regulations 1991. The Contractor shall also provide all information to the Councils, as may reasonably be requested from time to time, for the Councils to ensure that it complies with its requirements under the Environmental Protection (Duty of Care) Regulations 1991 (as the same may be amended from time to time).

3. Waste Quantity and Composition

- 3.1. The Council will give no guarantee or undertaking as to the quantity or composition of the Contract Waste. The Contractor shall accept and make provision for potential changes in quantity and composition of the Contract Waste over the Contract Period taking into consideration the seasonal impacts on collections. Submitted bids should be provided on a £ per Tonne basis and predicated against the estimated tonnes for Year 1 provided in the ITT Response Document.
- 3.2. The Contractor shall be able to demonstrate by means of a Defined Audit Trail the tonnage of Contract Waste that has been Recovered, Re-used, Beneficially Used, Recycled, Composted or otherwise diverted from Landfill.

4. Contract Monitoring, Data Processing and Reporting

- 4.1. The Contractor shall be responsible for monitoring its own performance under the Contract in accordance with this Appendix A (Specification) and shall notify the Councils of any unavailability and rectify such defaults in accordance with the procedures set out in the Contract.

5. Records

- 5.1. The Contractor shall permit the Council to have reasonable access to the Facilities and their records and, if so required, give such information and other assistance to the Council to enable the Council to verify compliance with the financial terms, performance requirements and other express provisions of this Contract.
- 5.2. The Contractor shall submit Monthly Reports and Annual Reports containing the information set out in this Schedule within 10 days of the end of the previous month.
- 5.3. The Contractor shall maintain records and report to the Councils in accordance with this Specification for the purposes of:
 - 5.3.1. verification of payment and operational data under this Contract;
 - 5.3.2. completion of statistical returns (including CIPFA, DEFRA, WasteDataFlow) ;
 - 5.3.3. compilation of the Monthly Reports and Annual Reports pursuant to the requirements of this clause.
- 5.4. The Contractor shall be required to preserve all records of Waste Data and financial transactions in an agreed electronic format for at least 2 years following the Expiry Date or the Termination Date of the Contract dependent on which of these occurs first.

6. Environmental Management

- 6.1. The Contractor shall evidence certification for the provision of the Works and Services in accordance with ISO14001 or equivalent standard, or similar environmental management accreditation system, through a certifying body accredited by the National Accreditation Council for Certifying Bodies in relation to the Services, and retain certification at an equivalent standard for the remainder of the Contract Period.

7. Quality Assurance

- 7.1. The Contractor shall procure certification for the provision of the Works and Services in accordance with ISO9001 or equivalent standard, or similar quality management system, through a certifying body accredited by the National Accreditation Council for Certifying Bodies and retain certification at an equivalent standard for the remainder of the Contract Period.

8. Records and Reporting

- 8.1. Subject to clauses 32 (Access to Information), 36 (Confidentiality), 37 (Freedom of Information) 39 (Data Protection), 37 (Freedom of Information) and 44 (Performance Data Sharing), and only in relation to Thanet District Council's Commercial Waste Collection vehicles, the Contractor shall maintain up to date records of health and safety training for Staff, and shall make these available to the Councils for inspection within a reasonable time period following receipt of a written request to the Contractor.
- 8.2. The Contractor shall maintain an accident book at all Facilities required for the Services and shall record any reportable incident and near misses, and only in relation to Thanet District Council's Commercial Waste Collection vehicles, in accordance with RIDDOR.
- 8.3. The Contractor shall notify the Councils' Authorised Officer as soon as practicable in the event of a reportable incident, and only in relation to Thanet District Council's Commercial Waste Collection vehicles:
- 8.4. Within two (2) hours from the time of the relevant incident involving a customer becoming known to the Contractor;
- 8.5. Within one (1) Business Day from the time of any other relevant incident reportable in accordance with RIDDOR.
- 8.6. The Contractor shall provide the Councils' Authorised Officer with any report forwarded to the HSE and inform the Councils' Authorised Officer of any action taken by the HSE. In addition, the Contractor shall provide the Councils' Authorised Officer with an updated SDP including the improvements made following the investigation of any accident or near miss. All documents referred to in this paragraph shall (as far as reasonably practicable) be sent to the Councils' Authorised Officer by the Contractor within ten (10) Business Days of receipt by the Contractor.
- 8.7. The Contractor shall include within the Monthly Report a summary of any such incidents and the corrective action taken thereafter.

9. Contract Waste Reception and Transfer Services

- 9.1. The Contractor shall provide a Delivery Point for all Contract Waste during the Services Period. In order to maintain operational and financial efficiencies and to meet requirements to minimise Carbon Footprint it is a key requirement of this contract that the Transfer Station Facility is within 15 miles inland of the Thanet District boundary.
- 9.2. The Contractor shall ensure that the Delivery Point shall be capable of receiving Contract Waste regardless of weather conditions (other than in extreme conditions which prevent safe access to the Delivery Point).

- 9.3. The Contractor shall ensure that the Delivery Point has sufficient lighting to allow safe operation at all times during permitted operating hours.
- 9.4. The Contractor shall ensure that the reception areas at the Delivery Point for the acceptance of Contract Waste have adequate traffic control, safety barrier systems and signage.
- 9.5. The Contractor shall inform the Councils' Authorised Officer of any changes in the waste reception arrangements at a Delivery Point.

10. Delivery Point Opening Hours

- 10.1. The Delivery Point shall be Available to receive all Contract Waste directed to it as follows:
- 10.2. Normal working week Monday-Friday 0700hrs - 1700hrs daily
- 10.3. Including Public Holidays and Bank Holidays with the exception of Christmas Day, Boxing Day and New Years Day

11. Weighbridges and Waste Records

- 11.1. All Contract Waste received at the Delivery Point shall be weighed by means of a weighbridge. The Contractor shall weigh in and weigh out individual loads of the Contract Waste to obtain a net weight, unless otherwise agreed with the Councils' Authorised Officer to use agreed tare weights for the vehicles.
- 11.2. All data shall be available electronically to the Councils as soon as reasonably practicable.
- 11.3. Data to be recorded by the Contractor for each delivery of Contract Waste shall comprise:
 - 11.3.1. Date
 - 11.3.2. Origin District (name)
 - 11.3.3. Transaction number which shall be sequential for the Contract (weighbridge ticket if different)
 - 11.3.4. Site name (and where applicable name of site diverted from)
 - 11.3.5. Licence number
 - 11.3.6. Waste description (in accordance with the European Waste Catalogue established by Commission decision 2000j532jEC) and extended when necessary e.g. to identify WEEE types and fly tipping.

- 11.3.7. Time weighed on
 - 11.3.8. Vehicle registration number
 - 11.3.9. Driver's name (to allow for surname and clock number format)
 - 11.3.10. Transfer note number (where issued)
 - 11.3.11. Gross weight
 - 11.3.12. Nett weight
 - 11.3.13. Tare weight
 - 11.3.14. Time weighed off
 - 11.3.15. Comments field
 - 11.3.16. Round number
- 11.4. The Contractor shall ensure that the weighbridge system issues weighbridge tickets generated from secure computerised records and the system shall have been authorised by an inspector as fit for use in accordance with Section 11 of the Weights and Measures Act 1985. The Contractor shall ensure that weighbridges at all Delivery Points are at all times appropriately calibrated and tested and shall ensure that the same are independently certified at least annually.