

SERVICE SPECIFICATION 1 – 25

Specification Contents:

Clause No.	Clause Heading
1	General Description of the Service
2	The Service
3	Collection Points
4	Household Waste Collection
5	Delivery of Council Information and Sacks
6	Weighbridge Tickets
7	Access Difficulties
8	Separate Collection for Bulky Household Items
9	Community Waste Collection Service (Provisional)
10	Commercial Waste Collection
11	Commercial Recycling Collection
12	Quality of Service
13	Waste Disposal Points
14	Communications
15	Complaints
16	Working Methods
17	Working Times
18	Programme of Work
19	Bank Holidays
20	Site Conditions
21	Clinical Waste Service (A-O)
22	Health & Safety
23	Statutory Requirements
24	Council Property
25	Resources to fulfil the Contract

1. General Description of the Service

The refuse, recycling and clinical waste collection service is highly valued by residents and is currently seen as an effective and efficient service. The Council wishes this level of satisfaction to continue and improve. The service consists of collection of:

- A weekly waste collection from the curtilage (as defined in **Appendix G**)
- A weekly recycling collection from the kerbside (as defined in **Appendix G**)
- A weekly clinical waste collection from an appropriate place within the curtilage of the said property
- A fortnightly opt in green waste service from 240 litre wheelie bins or 75 litre compostable sacks as detailed in **Appendix H**.

- An assisted service for all of the above for the elderly or infirm as detailed in **Appendix O**.
- A weekly collection from approximately 360 x 1100 bulk bins as detailed in **Appendix S** to compliment the collection from up to 64,000 properties in total as estimated at the time of compiling this tender specification.
- A manned amenity service as detailed in **Appendix I**
- A weekly waste and recycling (including green waste) service on the same day for approximately 400 limited access properties as detailed in **Appendix Z**.

The Council is a Unitary Authority (responsible for waste collection and disposal).

Definitions:-

In this specification the following expressions shall have the meanings hereby assigned to them:

- “Garden Waste” shall include but not be limited to compostable garden waste such as grass cuttings, plant prunings, twigs and weeds as detailed in the Waste Acceptance Protocol **Appendix C**.
- “Curtilidge collection” means from the edge of the property that is nearest to an adopted highway” as detailed in **Appendix G**.
- “Household Waste” means waste as defined in the Controlled Waste Regulations 1992.
- “Kerbside Collection” means collection from a part within 1 metre of the nearest point of a property to an adopted highway as detailed in **Appendix G**.
- “Kitchen Waste” means, but not be limited to vegetable and fruit waste; dairy, meat and fish products, non recyclable paper.
- “Refuse” means household as defined in the Controlled Waste Regulations 1992
- “Waste” means household and commercial waste as defined in the Controlled Waste Regulations 1992.
- “Whole Round” means the kerbside collection duties, of refuse, recycling and clinical waste from a group of streets undertaken by one vehicle on any one day as per the existing route sheets in **Appendix S**.
- “Whole Services” means the whole of the kerbside collection duties, refuse, recycling and clinical waste to be performed by the Contractor in accordance with the Contract and includes any modification thereto.

2. The Service

A) Kerbside Recycling

- i) The weekly collection of recyclables as detailed in the Waste Acceptance Protocol in **Appendix C** and kerbside leaflet in **Appendix K** from all properties in the Borough comingled in 55 litre boxes or purple bags (or other agreed container) if deemed more appropriate by the Contractor. It is estimated that 80% of the Borough regularly participate in the current fortnightly scheme producing an estimated 9,000 tonnes per annum.
- Assisted collections for the disabled or infirm
 - Limited access
 - Multi occupancy dwellings
 - Other appropriate location

Any of the above (alternative containers) will to be agreed in advance with the Supervising Officer and will be provided at the Contractors own expense.

- ii) The secure storage/stock control and delivery of the 55 litre boxes within 14 days of receipt of order to the front door or other accessible location at the address provided. It is estimated that around 10,000 boxes will need to be stored and delivered per annum as detailed in **Appendix L**.
- iii) The delivery in accordance with the Waste Acceptance Protocol as detailed in **Appendix C** to either designated waste transfer stations as detailed in **Appendix M** with 50% going to each site unless specific instructions are given to alter this split.
- iv) Provide assisted collections for the elderly or infirm from an appropriate position within the property boundary to an agreed set of properties. It is estimated that around 600 properties currently have this service and the container used can be like those mentioned in 2 (i)
- v) The monitoring of the quality of recyclate being collected and appropriate action to prevent contamination above 5% overall.
- vi) The collection of bundled cardboard placed adjacent to the box that can safely be collected and placed in the collection vehicle as detailed in **Appendix P**.

It should be noted that at any time during the Contract period the Council may wish to add other materials like glass or plastics to the dry kerbside materials in the boxes subject to a mixed disposal outlet.

The Contractor should detail within the **Quality Manual** details of an appropriate incentive scheme to increase recyclables for either individuals, community groups or a combination of both.

B) Residual Waste Collection

- i) The weekly collection from the curtilage of an average of 80 sacks per annum from each individual household in the Borough estimated at 64,000 properties and delivery to waste disposal points as detailed in **Appendix M** and in line

with the waste acceptance protocol in **Appendix C**. The collections should be made at the same time and the same day each week and should not be prior to 6.30am on a normal Monday to Friday and a mutually agreed time on a bank holiday.

- ii) The supply and delivery of 1 roll of 80 sacks per annum to the front door of each property.
- iii) The administration, purchase and storage of approximately 5.2 million opaque blue printed sacks.
- iv) The administration and supply of replacement opaque blue sacks in rolls of 10 to be charged directly to the householder including the monitoring of extra sacks sold (price to be included in the **Quality Manual**).
- v) The administration and supply of opaque blue sacks in rolls of 20 to households in line with the “larger households policy” in **Appendix Q**.
- vi) The monitoring and management of non official bags placed out for collection. This is a requirement within the **Quality Manual**.
- vii) **Multi Occupancy** – The Council currently empty approximately 360 x 1100 litre bulk bins as detailed in **Appendix S** which are the property of the respective site management/agents which must continue to be emptied weekly. Therefore, as this containment method is in line with 80 sacks per annum the properties will not need to have bags delivered. It should be noted that if at any time in the future it is felt that bulk bins would be a more suitable collection method at any location then with prior agreement with the Supervising Officer these can be installed at the Contractors own expense. However, if management/agents decide to install bulk bins on new developments then subject to them being accessible within 25 metres of vehicular access they will be collected and the properties added to the Contract under additional works.
- viii) **Adopt a Street** – The Council encourages residents to adopt a street and collect litter in such cases official green bags will be provided direct by the Council and these should be collected at the same time as the other residual waste.

C) Green Waste Collection

- i) The collection of green garden waste from 240litre brown bins and delivery to the waste sites in **Appendix M** and in line with the waste acceptance protocol in **Appendix C** from the kerbside as detailed in **Appendix G** every fortnight.
- ii) The collection of green garden waste in 75litre compostable paper sacks as detailed in **Appendix H** and delivery as per C)(i) every fortnight.

- iii) The administration of the chargeable green waste collection service to include:
 - The purchase of the 240litre brown bin as detailed in **Appendix G**.
 - The administration of the annual charge by cheque, cash, standing order/direct debit.
 - The delivery of the bin within 21 days of payment.
 - The ongoing administration of the annual charge to include the distribution annually on the anniversary date of a sticker to prove proof of service payment for the coming year.
 - To maintain a data base of green waste customers.
 - The monthly transfer of the green waste income to an agreed Council account.

3. Collection Points

The collection point for waste collection will be:

- i. Weekly residual household waste in official sacks - the **curtilage** as detailed in **Appendix G**.
- ii. Weekly kerbside recycling mixed in 55 litre containers – the **kerbside** as detailed in **Appendix G**.
- iii. Fortnightly collection of green garden waste – the **kerbside** as detailed in **Appendix G**.
- iv. Weekly residual waste from 1100 litre containers (bulk bins) – The designated accessible bin store from locations detailed in **Appendix S**. (the bins must be collected from and returned to the bin stores)
- v. Weekly clinical waste – from an agreed visible and accessible area within the boundary of the property.
- vi. Assisted collections for the elderly or infirm - from an agreed visible and accessible area within the boundary of the property.

4. Household Waste Collection

- i) One collection per week of refuse from all domestic premises is to be made, including any new properties, throughout the Borough. **Appendix S**. This will include the emptying of bulk bins which service multi-story flats or other combinations of flats and/or houses.
- ii) The Contractor shall be made aware of all new developments at occupation. In the case of new hereditaments, the Supervising Officer will, on request of the occupiers, issue a written instruction via Mayrise to the Contractor to commence collections on the due and proper date as determined by his current programme. In the case of demolitions and unoccupied properties, the Contractor will be informed in writing by the

Supervising Officer of all such cases where the Service has been withdrawn and these will be deemed void for the purpose of measurement. The domestic properties covered under this Contract is estimated at 64,000 at the time of Contract start. There will be, prior to the Contract start, an agreed base of domestic premises.

- iii) Subject to the Clause on bulky household items, all household waste contained as detailed above which is placed at the collection point in 'official sacks' shall be removed by the Contractor. The Contractor may leave;
 - a) Any waste not contained in the "official sacks".
 - b) Garden waste not in the correct container.
 - c) Clinical Waste as detailed within that Specification.
 - d) Any container that presents a hazard in relation to lifting either by weight or content.
 - e) Any waste not placed at the edge of the property (the curtilage)
- iv) In the above circumstances the Contractor shall at the time of collection inform the householder, by information card or letter, of the reason for non-collection and give the householder the name and contact address/telephone number of the Contractor and Council. The content of the information card/letter shall be agreed with the Council prior to the commencement of the Contract.
- v) The receptacles used to remove residual waste are limited to 80 per annum and the Contractor shall not remove any non official bag unless instructed to do so by The Supervising Officer. Spillage of waste from any official bag either prior to, during or after collection must be cleared.
- vi) Where a collection vehicle is unable to safely access the road either due to its width, construction or lack of turning area, the Contractor will either use a smaller vehicle or deliver the refuse to the collection vehicle, at no additional cost to the Council The current limited access roads are detailed in "**Appendix Z**".
- vii) Where access to isolated properties is over a long drive, either private or public, where damage to either the road surface, verges etc, is likely to occur, then if the Supervising Officer is satisfied that it is unreasonable to collect from that property he will instruct the occupier to leave the refuse at the nearest point from where safe collection can be made. In all other cases the Contractor will collect from the property at no extra cost to the council.
- viii) For those properties situated on private roads where the resident has given permission to use the private road as access the Contractor shall collect from the property. For those properties on private roads where the resident has not given access permission the Contractor may agree a

mutually convenient collection point between the householder and himself, in consultation with the Supervising Officer.

5. Delivery of Council Information and Sacks

The Contractor shall deliver to households printed information and other publicity provided by the Council as required and at no charge to the Council unless specifically agreed as additional to include:

- Participation campaigns
- Notices of non collection
- Notices of contamination
- Notices of non official sacks
- Plus any other appropriate notification in fulfilling this service
- Notification of access problems

6. Weighbridge Tickets

The Contractor shall keep records and weighbridge tickets of the weights of all materials collected, and provide them at any time upon request for auditing purposes. Tonnage reports will form part of the monthly report as detailed in **Appendix J**.

7. Access difficulties

- i) Where an obstruction is found on a normal route to a collection point, if there is an alternative route this must be used even if this is longer and more time consuming. Where access is blocked to whole accesses or roads, the Contractor must carry out the collection later in the day or within 24 hours of the normal collection. If access is still unobtainable, the Supervising Officer must be notified and the backlog cleared by some other method or as soon as the obstruction is removed, whichever is the soonest. When access is temporarily restricted for any reason the Contractor will make no claims for extra payment for returning. In this clause the return must be carried out on Saturday if the no access was on a Friday.
- ii) If access is blocked, locked, or otherwise impassable despite the Contractor's best efforts the Contractor must report this immediately to the Supervising Officer. Non collection for any other reason is unacceptable and will be treated as a default in performance. If such instances are not reported to the Supervising Officer within two hours of the attempted first and subsequent collection/s then this shall cease to be an acceptable excuse for non-collection. Where regular access problems exist e.g. as a result of parked cars, the Contractor is responsible for resolving such difficulties with residents in consultation with the Supervising Officer completely at their own expense.
- iii) In the event of long term road works the Contractor will be expected to develop an alternative collection method so ensure the continuum of a weekly collection for both refuse and recycling.
- iv) The roads with current restricted access are detailed in **Appendix W**. The Contractor should note that restrictions may be placed on any road in the future and therefore adjustments to routes should be made at the Contractors own expense to overcome this to retain the schedules detailed in this specification.
- v) The Contractor shall detail in the **Quality Manual** what plan it would put in place to minimise access problems in relation to parked cars.

8. Separate Collection for Bulky Household Items

The Council offers a chargeable service to householders for the collection of bulky items.

- A) Up to 5 household items as detailed in **Appendix U** (no concessions)
- B) A fridge or freezer (concessions for pensioners) as detailed in **Appendix U**.

- The number of items to be collected per household shall be restricted to 5 items as detailed in **Appendix U**.
- Fridges & freezers must be collected uncrushed and delivered in line with the “Waste Acceptance Protocol” in **Appendix C**.
- The Contractor will collect the items detailed in A and B within 14 days and offer an appointment if requested, to a formula to be agreed with the Supervising Officer before the commencement of the Contract.
- The Council offers a concession for pensioners on item B) above (fridges & freezers) with a summary of these in **Appendix U**. The Contractor will be expected to keep a record of the free collections made per month. The Council will reimburse the Contractor based on 1 free collection per property per annum.

The Contractor shall be responsible for:

- Providing and advertising a dedicated phone line to receive requests.
- Administering the collection service including the payment transactions to include: cheque, cash, card transactions or any other appropriate payment method.
- Delivering the waste to either waste disposal point.
- The segregation where appropriate of items to be processed within the WEEE Regulations.

The Contractor shall provide within the **Quality Manual** a fixed price per collection for both A and B above to include all costs related to their administration, collection, handling and delivery to disposal points. The Contractor shall retain this payment notwithstanding the paragraph in bold below.

The cost per item shall be fixed for 1 year from the commencement of the Contract and shall be agreed with the Supervising Officer on each anniversary of the Contract start.

The Supervising Officer reserves the right to inflate the cost above that which was originally agreed and receive the balance as a monthly reduction from the invoice.

The collection will be made from an accessible and agreed position from within the property curtilage.

A history of bulky collections can be found in **Appendix U**.

The Contractor shall be required to leave notification for all occasions when special collection items have not been presented for collection and where there is no response from the occupants the Contractor may levy a further

charge notwithstanding any dispute which the Supervising Officer shall adjudicate on.

Collections of items which do not comply with the aforementioned Clauses, but which the Council is obliged to collect and may charge for, are to be charged to the householder by the Contractor direct. The householder must be advised of the fee at the time the request is made. The Contractor is to establish a fixed fee, which is uniform throughout the Borough and self-financing, for the collection of such items in agreement with the Supervising Officer at the start of the Contract. The charges to be updated annually using the price adjustment formula in the Conditions of Contract. The same requirements in terms of appointments and response time, apply equally to these collections as to the other bulky items.

9. Community Waste Collection Service (Provisional Item)

To support the collection of waste from households the Council operates a supervised community collection service at weekends for the benefit of its residents.

The Contractor shall provide refuse collection vehicles for a variety of sites for 3 hour periods at weekends which can be split between 2 sites as detailed in **Appendix I**. The service shall include the driving of the vehicle to and from the site, delivery of waste to the disposal point and for full-time attendance of the vehicle to supervise and assist residents. Additional household waste may be brought to the vehicle and handed to the driver with the exception of fridges and freezers, or items of special waste and any other such items which the Supervising Officer may inform the Contractor of during the Contract period.

The Contractor as part of continuous improvement shall be asked to suggest proposals to recover or recycle material that is collected through the Community Waste Collection Service, for example garden waste.

Any materials left at the site before the vehicle arrives shall be placed in the vehicle by the supervising operative.

Should the receptacle become full before the allotted time has expired the operative shall be required to stay in attendance to direct residents to alternative disposal options.

10. Commercial Waste Collection

Commercial waste shall be collected from all parts of the Borough when requested by customers. The Council does not subsidise this service and no cost is to be included in the tender. The Contractor can charge customers for this service. The Contractor is to notify the Supervising Officer of the charges to be made.

The Contractor must not collect the waste co-mingled with its municipal waste.

The Contractor shall be responsible for all agreements, sending out accounts and receiving all income.

The Contractor shall empty bulk bins and other ordinary bins containing commercial waste. These must be collected from and returned to their normal collection position.

The Contractor shall provide suitable commercial waste sacks or other suitable containers and sell them to customers that request them, collect full sacks and dispose of the sacks at the appropriate disposal point.

The Contractor shall submit a complete list of his proposed charges for commercial waste collection and bulk bin hire prior to the commencement of the Contract. These charges to be updated annually using the price adjustment formula in the Conditions of Contract, variations in the charges in addition to those calculated using the formula will only be permitted with the approval of the Supervising Officer who shall deem whether such charges are reasonable.

The Contractor will be completely responsible for the disposal of all commercial waste collected under these arrangements.

The Contractor shall deal with all approaches via the Council within the customer care principles in **Appendix A**.

11. Commercial Recycling Collection

The Contractor shall provide a commercially viable recycling service for the following from all parts of Borough when requested by customers: mixed paper, cardboard, glass and fluorescent tubes and other items that the Contractor is prepared to collect and for which there is a reputable market. The Contractor can charge customers for this service. The Council does not subsidise this service and no cost is to be included in the tender.

The Contractor shall be responsible for all agreements, sending out accounts and receiving all income.

The Contractor shall submit a complete list of his proposed charges for commercial recycling collection prior to the commencement of the Contract. These charges to be updated annually using the price adjustment formula in the Conditions of Contract, variations in the charges in addition to those calculated using the formula will only be permitted with the approval of the Supervising Officer who shall deem whether such charges are reasonable.

The Contractor will be completely responsible for the disposal of all commercial waste collected under these arrangements.

The Contractor shall deal with all approaches via the Council within the customer care principles in **Appendix A**.

12. Quality of Service

All collections are to be made in a tidy manner and any spillage or loose material howsoever caused arising on private or public property, must be swept up and removed at the time of collection, irrespective of whether it was created prior to or during collection.

The practice of bulking or pulling out ahead of the collection vehicle will NOT be tolerated and especially in relation to causing an obstruction to: The partially sighted, wheel chair users or those with any other access problem.

The Contractor shall notify the Supervising Officer if there are regular occurrences of split material not due to the collection process.

Missed collections, complaints, customer liaison, damaged boxes or box deficiencies, unsatisfactory storage arrangements and other similar occurrences necessitating remedial action by the crew or by supervision or management must be dealt with promptly and efficiently by the Contractor in such a manner as to promote customer satisfaction. Missed collections reported to the Contractor before noon., Mondays to Fridays inclusive, shall be dealt with on the same day. Missed collections reported to the Contractor after noon., Mondays to Fridays inclusive, shall be dealt with at the latest by the end of the next working day (after noon on Friday must be collected on Saturday).

All recycling containers and other equipment shall be replaced in their accepted position and secured as appropriate. All gates, doors, locks and latches shall be properly closed on leaving any site or premises.

Any spillages on the highway, or other surface, shall be picked up and placed in the refuse vehicle, or in the case of liquids, shall be removed and the site cleaned so far as reasonably practical, using recognised methods approved by the Supervising Officer.

Each waste collection vehicle shall be fitted with sufficient and appropriate equipment and materials for the clearing of such spillages.

Any spillages that cannot be adequately cleansed shall be notified to the Supervising Officer.

In any event, the Contractor shall take all necessary steps to ensure that any spillages do not enter surface water sewers or watercourses.

The Tenderer must take note of the unacceptable working methods in **Appendix AA**.

13. Waste Disposal Points

The Council as the Waste Disposal Authority will direct the Contractor to locations for the disposal of waste and delivery of recyclable materials. A list of the current sites used is given in **Appendix M**. These sites are run by re3, a joint arrangement between: Bracknell Forest, Reading and Wokingham Councils and Waste & Recycling Group and all have signed up to the Waste Acceptance Protocol in **Appendix C**.

The Contractor shall comply with all reasonable requirements of the disposal and recovery site operator and the Council when disposing of materials.

The Contractor must adhere to all site safety procedures at the waste disposal sites.

14. Communications

The Contractor shall undertake the following:

- i) Provide and publish and allow the Council to publish, a dedicated number for the receipt of telephone calls from householders for bulky items collection and for the receipt of complaints and other service request. This number is to be on a separate telephone line from the general office number provided to the Council for communication between the Supervising Officer and the Contractor and for commercial waste enquiries.
- ii) All transactions between the Contractor and the Customer must be stored in line with Data Protection Procedures and be made available to The Supervising Officer on request and shall form part of the monthly report as detailed in **Appendix J**.
- iii) Where appropriate they should also be available under Freedom of Information.
- iv) The Contractor shall provide the system and associated computer equipment for use at the Council offices, including the cost of any training, installation, maintenance and repair for the duration of the Contract.
- v) The system to be in operational within 4 weeks of the commencement of the Contract.
- vi) The Contractor shall be responsible for the installation of Mayrise or any other approved system at his own expense.
- vii) The Contractor must endeavour to develop good verbal communication between operatives, customers and fellow contractors and especially in relation to health and safety procedures.

15. Complaints

- i) In addition to the requirements outlined in Specification the Contractor is advised that all bona fide complaints received by the Contractor from the Supervising Officer may be subject to the liquidated damages provision in the Conditions of Contract. In exceptional cases such as those listed in **Appendix V** an immediate default will be given.
- ii) Unresolved complaints received or referred to the Council will be investigated by the Supervising Officer who, in appropriate cases, can invoke the Recurring Complaint provision as detailed in **Appendix V** and the Terms of Contract.
- iii) Types of common complaint received and which the Contractor must deal with and take appropriate action are:
 - Refuse, Recycling and Clinical collections missed by crew.
 - Bulking of bins and boxes causing a hazard.
 - Obstruction of footway and carriageway.
 - Bin and/or box not returned to approved position.
 - Recycling containers missing after collection.
 - Non clearance of spillage how so ever caused.
 - Threatening behaviour or abusive behaviour to residents.
 - Damage to any property.
 - Not responding to damage to property.
 - Liquid spillage from the vehicle and failure to clear it.
 - Excessive noise, dust or smoke from the vehicles.
 - Causing traffic delays or obstruction.
 - Missed garden waste in approved containers.
 - Non delivery of leaflets and/or sacks as requested.
 - Collections prior to the established time.
 - Commencing operations prior to 6.30am or as agreed on bank holidays.
 - Throwing of reusable containers
 - Causing obstruction due to the inappropriate return of reusable containers
 - Assisted recycling and other bags being left

All complaints received by the Contractor must be logged and form part of the Monthly Report.

16. Working methods

- i) Methods of collection which would impair safe working arrangements or give rise to nuisance or damage to private property or inconvenience to residents are unacceptable and will result in the issue of a Default.
- ii) The collection by the Contractor of material clearly put out by householders for recycling, as normal weekly refuse and

delivery/disposing of such material mixed or contaminated with household waste at any disposal point will result in the issue of a default.

- iii) The Contractor shall at the direction of the Supervising Officer, investigate all unacceptable methods reported to the Supervising Officer and take appropriate action within the time limit set by the Supervising Officer or he may issue an immediate Default.
- iv) The constraints implied by the preceding paragraph do not prohibit the use of handling aids or mechanisation or sensible group working systems. Should the Contractor wish to adopt any new practice, he should contact the Supervising Officer for approval before taking any steps to implement such proposals.
- V) Claims against the service for damage to property, loss of bins, unauthorised and/or accidental removal of articles not intended by the householder for refuse collection form part of the normal incidents which the Contractor should prevent but nevertheless he should make suitable arrangements under the Contract for insurance or otherwise to deal with those incidents which do arise and shall indemnify the Council accordingly. Failure to take action after causing damage and making suitable repair or replacement within a reasonable time period as defined by the Supervising officer shall be deemed an immediate Default.

17. Working times

- i) Normal daily collections from Monday to Friday inclusive and should not commence prior to 6.30 a.m. not continue after 6.30 p.m. in order to avoid nuisance and complaint. The Contractor may start earlier on a bank holiday subject to not constituting a noise nuisance.
- ii) The Contractor should note the opening times of the waste disposal facilities as detailed in **Appendix M**.
- iii) Normal collection shall not take place during the morning 'rush hour' deemed to be between 7.30 a.m. and 9.a.m. Monday to Friday, in the roads listed in **Appendix W** or adjacent to any School. **Appendix W** also contains roads with other restrictions.

18. Programme of work

- i) The Contractor shall submit for approval the proposed programme of work for the following no later than 3 months prior to the Contract start:
 - Delivery of the 80 official sacks

- Scheduled collection days for refuse, recycling and clinical waste
- ii) The schedules detailed in 18 (i) above shall be presented as an alphabetical index of all the roads in the Borough with residential properties showing:
 - The delivery programme for the bags
 - The proposed collection day for refuse and recycling which **MUST** be on the same day
 - iii) The index should also highlight when a road has a change of day and the Contractor will indicate how and when he proposes to inform residents.
 - iv) The Contractor shall notify each individual property from which the Council is obliged to collect waste of the change in arrangement for collection included in the programme and not more than 14 days before the change is introduced. Any subsequent changes shall also be carried out in this way. In all cases the notice shall not be delivered until the draft information has been approved by the Supervising Officer.
 - v) All work done and costs incurred by the Contractor in complying with this clause shall be at his expense.

No alteration to the programme will be permitted without prior approval of the Supervising Officer.

19. Bank holidays

- i) With the exception of Christmas and the New Year Bank and Public Holidays the Contractor shall carry out normal collections on all other Bank and Public Holidays. Notice shall be given to householders by the Council. **This will include any extra Bank Holidays for whatever reason applied.**
- ii) The Contractor shall detail in the **Quality Manual** how he proposes to fulfil a full waste and recycling collection during the Christmas and New Year Bank Holidays. The service over this period will be uninterrupted up to 24th December (not withstanding this falling on a weekend) and return to normal by the second week of January.
- iii) No payments will be made to the Contractor for any additional expenses in which he may be involved in complying with this clause all costs should be included in the annual sum for the service.

- iv) Please note that the green waste service may be suspended for 2 weeks over the Christmas and New Year period.

20. Site Conditions

- i) Notwithstanding any statutory limitations the collection for all the household waste and recyclable material from the collection position shall be carried out and the service maintained irrespective of:
- The distance from the collection point to the collection vehicle.
 - Site Conditions
 - Handling problems
 - Mode of storage
 - Access problems
 - Weather conditions or minor flooding or other constraints
- ii) In no circumstances other than at properly constructed cross-overs will the Contractor's vehicles be allowed to cross, drive over or stop on public footpaths or kerbs or verges, use of these and any damage caused may be subject to a Default under the Conditions of Contract and the Contractor will be required to make good any damage caused.
- iii) If due to bad weather or any other peacetime reason the whole service has to be suspended then all available resources for that period shall be made available to the Council for any other appropriate function such as snow clearance and flood defences. If for any reason a whole service is suspended then the Contractor shall use the following Saturday to catch up at his own expense.

21. Clinical Waste

A. Overall Aim of Service

The Council aims to provide an efficient and discrete Clinical Waste Collection service to residents.

B. General Description of the Service

- i) The Contractor shall provide a regular weekly collection service for clinical waste from approximately 250 private residencies within Wokingham Borough per week. The Contractor shall provide all associated and appropriate equipment for the purpose of the collection e.g. 'sharps' boxes, appropriate coloured clinical waste sacks or boxes

and carry out one-off collections as instructed and varied by the Supervising Officer.

- ii) The Contractor shall provide and pay for appropriate disposal of all clinical waste arisings.

C. Regular Collection Duties

- i) Clinical waste shall be collected weekly at a regular time on a regular day of the week (except where a Bank or Public Holiday falls in the week) from each property on the weekly schedule. Regular time means the normal time each week when the clinical waste is collected or such later time in the day should collection be delayed.
- ii) The existing collection addresses are listed in **Appendix X**. The collection addresses will be up dated regularly by the Council, where a change occurs in the details of collection addresses the Contractor will be informed no later than the day before collection is due.

D. Access to Collection Point

In the event of the Contractor's inability to gain access to the clinical waste or no waste is available for collection, the Contractor must notify the customer in writing by means of posting a card in the letter box which outlines the reasons for non-collection and contact details for information.

E. Waste Disposal

Clinical waste will be disposed of at appropriate disposal points that are suitably licensed for the purpose. The Contractor is responsible for finding such points, delivering and unloading the waste and payment of all disposal fees.

F. Type of Waste to be Collected Weekly

All clinical waste left by the Customer for collection shall be collected by the Contractor, unless the packaging is inappropriate and/or damaged. In such circumstances the Contractor shall inform the Customer immediately by the method described in (D).

G. Amount of Clinical Waste

Clinical waste collected from Customers shall be unrestricted and may be in a number of appropriate containers including orange sacks or 'sharps' boxes. Where the Contractor considers the amount of clinical waste from one Customer is excessive or not clinical by definition, he shall inform the Supervising Officer accordingly but shall collect it on that particular week if it is in appropriate packaging as detailed in (F) above. **Appendix X** shows the existing number of bags collected and disposed of per week (with the estimated tonnage).

H. Clinical Waste Containers

- i) The Contractor shall submit samples of all clinical waste containers (sack, 'sharp' box and/or other) that he proposes to use on the Contract to the Supervising Officer for approval before the Contract commencement date.
- ii) The Contractor shall, where directed in writing by the Supervising Officer, supply and deliver an appropriate amount of clinical waste sacks and/or 'sharps' box to each Customer per week. Replacement containers for each sack and/or 'sharps' box collected will be left for the Customer at the time of collection.
- iii) The Contractor shall ensure that the replacement container and/or 'sharps' box delivery is carried out discreetly and in a way agreed with the Customer. (orange sacks, for example, left hanging out of a letter box or tucked behind a rainwater pipe, is not an acceptable method.)
- iv) All samples shall be at the Contractor's expense and the supply of all replacement containers shall be included in the rates for the work.

I. Collection Point for Clinical Waste

For the weekly waste collections, the approved collection position is either:-

- (i) by the back door of the property;
- (ii) at the point where the Customer has left the container for collection.

J. Site Conditions

The collection of clinical waste from the Customer's collection position shall be carried out and the Service maintained irrespective of:-

- (i) the distance from the collection point to the collection vehicle
- (ii) site conditions
- (iii) handling problems
- (iv) mode of storage
- (v) highway access difficulties
- (vi) weather conditions or minor flooding or other constraints.

In no circumstances, other than at properly constructed cross-overs will the Contractor's vehicles be allowed to cross, drive over or stop on public footways or kerbs.

K. Frequency of Service

- i) All collections to be carried out in a timely and tidy manner.
- ii) All regular collections will be carried out weekly unless where specifically agreed with the Supervising Officer.
- iii) To ensure an excellent service provision to our estimated 200 customers a **minimum** service of 1 vehicle over 3 days will be required and should be indicated on page 2 of the bill of quantities.
- iv) Any property without waste to collect at the time of collection **MUST** be left a card with the time of visit clearly marked on it.
- v) All collections shall be carried out at a regular time on the agreed programmed day each week.
- vi) Missed collections, complaints, customer liaison, unsatisfactory storage arrangements and other similar occurrences necessitating remedial action must be reported immediately to the Supervising Officer
- vii) Complaints reported to the Contractor shall be rectified by end of the next working day. Saturday shall be deemed to be a working day for the purposes of remedying complaints.
- viii) The Supervising Officer will inform the Contractor in writing of any alterations to the agreed collection schedule no later than midday of the day prior to the programmed collection day. The Contractor shall action any alterations with immediate effect, including the collection scheduled for that week.

L. Clinical Waste Collection from Non-Domestic Premises

Clinical waste may be collected from non-domestic premises in the Borough when requested by customers and the Contractor may charge

for the provision of that Service. The Contractor will be responsible for sending out accounts and receiving all income.

M. Bank and Public Holidays

- i) Clinical waste collections may be carried out one day later than the normal collection day following a Public or Bank Holiday, where only one such holiday occurs in one week, and where normal collection is on a Friday it must be undertaken on Saturday of that week. Where more than one Public or Bank Holiday occurs in one week (e.g. Christmas) a full collection must take place during that week but the day of collection may vary.
- ii) One month's notice must be provided, individually to all affected Customers, by the Contractor of his intention to vary collection arrangements at Bank Holidays. The proposed sequence of collections shall be submitted to the Supervising Officer for prior approval before receipt by Customers.
- iii) No payments will be made to the Contractor for any additional expenses in which he may be involved in complying with the requirements of (a) and (b) above as all costs should be included in the Rates for the Service.

N. Day-works

An additional clinical waste collection may be required at any time as directed by the Supervising Officer at a time not included on the Contractor's programmed times of collection for the Council. The Contractor shall price such provisional items appropriately.

O. Programme of Work

- ii) A **Quality Manual** as described in the Tender Pack shall be submitted with the Tender.
- ii) A detailed programme of work in writing shall be submitted to the Supervising Officer for approval not less than three weeks prior to commencement.
- iii) No alteration to the programme will be permitted without prior approval of the Supervising Officer.
- iv) The Contractor will notify each individual property from which the Council is obliged to collect waste of the arrangement for collection included in the programme (i.e. day of the week on which the clinical waste will be collected from the property) not less than one week before commencement.

- v) The Contractor shall notify each individual property affected by subsequent changes to his programme in a similar manner. In all cases, the notice shall not be delivered until the draft notice has been approved by the Supervising Officer.
- vi) All work done and costs incurred by the Contractor in complying with this Clause shall be at his expense.

22 Health and Safety

- I) The Contractor shall operate in line with the Councils Health & Safety Policy in **Appendix D**.
- II) The Contract shall indicate in the **Quality Manual** how he proposes to manage and report on the following:
 - The protection of staff and the public
 - Road users
 - The effective reporting of near misses
- III) The Contractor, if applicable shall be required to obtain CRB checks on appropriate staff and the cost of these checks shall be borne by the Contractor.
- IV) The Contractor shall note the Signage and Guarding regulations as laid out in **Appendix E**.

23 Statutory Requirements

- i) It is important that Contractor fully understands the statutory duties of the Council because it will be incumbent upon the Contractor to carry out the Services in accordance with those statutory requirements on behalf of the Council. Any penalties prescribed by law and any consequential costs resulting from the Contractor failing to carry out those statutory duties must be paid by the Contractor. Payments may be deducted from any monies due to the Contractor.
- ii) In order to comply with (i) above, the Contractor will be expected to acquaint himself with the relevant provisions of the Environmental Protection Act 1990 (Part II and Part IV)
- iii) In order to comply with (i) above the Contractor will need to be conversant with the Duty of Care Provision of the Environmental Protection Act 1990 (Section 34). The Contractor will be responsible for ensuring completion and submission of Controlled Waste Transfer Notes to Disposal sites.

The Contractor must be prepared to supply the following:

- Proof of Registration under the Controlled Waste Regulation of Carriers and Seizure of Vehicles Regulation 1991.

- Details of proposed documentation.
- Demonstration of approved system of fire protection of documentation for the full two years as required under the Act.

The Contractor will also be expected to acquaint himself with the relevant provisions of the following:

- Control of Pollution Act 1974
- Construction (Health and Welfare) Regulations 1966
- Construction (Lifting Operations) Regulations 1961
- Construction (Head Protection) Regulation 1989
- Control of Substances Hazardous to Health Regulations (COSHH) 1994
- Controlled Waste Regulations 1992
- Data Protection Acts 1984 and 1998
- Electricity Special Regulations 1908 and 1944
- Environmental Protection Act 1990
- Factories Act 1961
- Health & Safety at Work Act 1974
- Health and Safety (First Aid) Regulations 1981
- Highways Act 1980
- Lifting Operations and Lifting Equipment Regulations (LOLER) 1998
- Management of Health and Safety at Work Regulations 1992
- Manual Handling Operations Regulations 1992
- New Roads and Street Works Act 1991
- Noise at Work Regulations 1989
- Personal Protective Equipment at Work Regulations 1992
- Provision and Use of Work Equipment Regulations (PUWER) 1998
- Public Health Act 1936
- Refuse (Disposal Amenity) Act 1978
- Reporting of Industrial Diseases and Dangerous Occurrences Regulations (RIDDOR) 1995
- Road Traffic Regulation Act 1984
- Road Vehicles (Construction and Use) Regulations 1986
- The Duty of Care Regulations 1991
- The Workplace (Health, Safety and Welfare) Regulations 1992
- Working Time Regulations 1998
- Waste Management Licensing Regulations 1996
- Cleaner Neighbourhoods Act 2005

and any statutory re-enactment replacement thereof for the time being in force and any other statutory requirement impacting upon or connected to the performance of waste management and cleansing services.

24. Council Property

The Tenderer shall note that the Council currently owns 2 x 6x4 Dennis Eagle standard refuse vehicles (**without bin lifts**) 1 x 2005 (VX05UVA) & 1 x 2007 (VU07 JTY). These are insured and operated within the current Contract and this arrangement will cease on 31st March 2012.

The Tenderer by prior appointment and at an agreed location within the Borough shall have the opportunity to inspect said vehicles ahead of the tender submission. Based on this inspection the Tenderer shall, within the **Quality Manual**, give a value of what they would be prepared to offer the Council for each respective vehicle. **The Tenderer is not bound to make an offer neither is the Council bound to accept any offer.**

The future use of the said vehicles will be at the complete discretion of the Tenderer should they be successful in purchasing them.

25. Resources to fulfil the Contract

The Tenderer should indicate clearly within the **Quality Manual**. This should include the type and age of the vehicles to be allocated to all areas of the Contract from the start and should also explain how any extension should it be agreed is resourced. The Tenderer should also take note of **Clause 3** of the Terms & Conditions and the need to develop a partnership approach to ongoing costs and reflect this within the **Quality Manual (Section 12)**