

Agenda Item 9

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Ward (s) affected	All	Key Decision	Yes
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Subject	Surrey Joint Waste Collection Services Contract – Draft Specification
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RECOMMENDATIONS

- i) That progress on the Joint Waste Collection Services Contract be noted.
- ii) That the Draft Service Specification be approved for use in the procurement of a joint waste contract.

EXECUTIVE SUMMARY

The Joint Waste Collection Contract (JWCC) is a key element of Mole Valley District Council's commitment to deliver the aim and objectives of the Joint Municipal Waste Management Strategy by increasing recycling and reducing waste to landfill.

This report sets out progress towards procuring a joint contract since Mole Valley District Council signed the Inter Authority Agreement (IAA) on 26th November 2013 and seeks approval of the Draft Service Specification.

The IAA specified that certain elements of decision making during the procurement process be delegated appropriately with key decisions being undertaken by either the Joint Waste Collection Services Committee (JWCSC) or individual partner's Executives. One key decision which has been reserved to the individual partner Executives is that of agreeing the Draft Service Specification – a copy of which is attached at Appendix 3.

The scope of the Draft Service Specification reflects the current waste, recycling and street cleaning services offered by the Council.

There are financial, operational and service benefits by aligning the services across the partner authorities, and procuring a single, joint contract. For Mole Valley, the joint contract presents a number of opportunities including: to expand the range of recycling materials collected at the kerbside (subject to the Council's current contract with Grundons); transferring to the contractor the collection of narrow access collection of garden waste; and potentially extended hours of collection. Creating greater uniformity

between the different partners' services, will make cross-boundary working feasible and communication of the services across the combined areas simpler for residents and more cost effective to deliver.

During the procurement process, a Final Service Specification will be developed based on the Draft Service Specification. Whilst the substantive scope of the service offer will not change, the JWCC will be kept informed of any service changes proposed as a result of the procurement process prior to issuing the Final Service Specification as part of the Invitation to Submit Final Tenders. If the JWCC considered the changes to be substantial, the revised specification will be referred back to the individual partner authorities to approve before issuing the Invitation to Submit Final Tenders.

CORPORATE PRIORITIES

The Joint Waste Collection Contract (JWCC) Draft Service Specification has been drafted to reflect the Council's priorities:

ACCESS TO SERVICES

The draft specification requires the incoming contractor to continue to improve upon the current high quality waste and recycling collection and street cleaning services that are available to Mole Valley residents.

VALUE FOR MONEY

One of the main aims of the JWCC project is to deliver services that will provide value for money and yield significant savings and benefits for Mole Valley residents.

ENVIRONMENT

The JWCC is a key part of MVDC's commitment to deliver the aim and objectives of the Joint Municipal Waste Management Strategy by increasing recycling and reducing waste to landfill. The specification requires the services to be delivered efficiently and innovatively ensuring that the impact on the local environment is kept to a minimum. The specification also requires the contractor to attain Environmental Management standard ISO 14001:2004 within the 12 months of each commencement date.

The Executive has the authority to determine the Recommendations

1.0 BACKGROUND

1.1 The Joint Waste Collection Contract (JWCC) is being procured to provide a range of waste collection, recycling, street cleaning and associated services for the partner authorities.

The partner authorities currently operate successful and cost-effective recycling services, all of which are operated under individual contracts. The four authorities are already within the top five authorities with the highest recycling rates in Surrey. The aim is to put a contract in place that will build on existing success by encouraging further innovation and yield significant savings and service benefits for local tax payers.

- 1.2 Five waste collection authorities and Surrey County Council signed an Inter Authority Agreement (IAA) during 2013/14 and each authority designated Member and officer representatives to a Joint Waste Collection Services Committee (JWCSC) and a Project Team. Rushmoor Borough Council was a signatory but withdrew in September 2014 due to difficulty in reaching an agreement with Hampshire County Council over redirecting their recycling to Surrey County Council.
- 1.3 The following Councils are working together to procure the joint contract supported by a Project Manager and specialist technical and legal advisers. Indicative start dates for the contract in each area are shown below:
- Elmbridge (Lead authority - June 2017)
 - Mole Valley (Waste collection August 2018, street cleansing April 2019)
 - Surrey Heath (February 2018)
 - Woking (September 2017)
 - Surrey County Council in its capacity as the Waste Disposal Authority.
- 2.0 Procurement Strategy and Contract/Tender Evaluation Model agreed by the JWCSC**
- 2.1 The IAA delegated approval of a Procurement Strategy and the Contract Tender Evaluation Model to the JWCSC. The Procurement Strategy for the contract was approved by the JWCSC on 1 September 2014 and the Contract/Tender Evaluation Model on 1 December 2014. These are summarised below for information.
- 2.2 The following elements of the project have been agreed by the JWCSC and Project Team under the terms of the IAA:
- 2.3 **Contract procurement route** – the Contract will be procured via the Competitive Dialogue Route. This is a staged approach with structured dialogue sessions with each contractor allowing potential contractors to provide their expertise and innovative ideas which contribute to the final service package/specification. This is particularly helpful where there are a number of alternative ways of delivering the service. Elements which have been identified as areas for inclusion in the dialogue phase include: mobilisation plans – including minimising day changes; performance and pay mechanisms; depots; delivery of a commercial waste service; use of modern ICT to bring further efficiencies and excellent customer service to the contract.
- 2.4 **Contract/Tender Evaluation Model** - In line with the long term partnership style of this contract and the need to secure a quality service, the Contract/Tender Evaluation Model has been designed to ensure that there is a balance between cost and quality, signalling to the market the type of service we aim to procure (i.e. a quality service). During evaluation 50% of the marks will be given for quality and 50% for price. A detailed Contract/Tender Evaluation Model was approved by JWCSC on 1 December 2014.
- 2.5 **Contract style** – the JWCC aims to work in a co-operative, partnership style with the contractor. The agreed approach is to specify what services are to be

- delivered and the standards to be achieved rather than instructing the contractor how to deliver the service. The contractor will be expected to use their expertise to develop best practice methods of providing high quality cost effective services and state these in method statements, which, once agreed, will form part of the contract.
- 2.5.1 Over the length of the contract the contractor will be expected to suggest and deliver additional innovative ideas which lead to improved performance and further economies. A change mechanism will be agreed to approve and formalise any changes during the term of the contract. Performance will be judged on outcomes – monitored through agreed Key Performance Indicators. The contract will be largely self-monitoring with necessary proportionate inspections made of a small sample of the work. Performance will be supported through the contract conditions with protection for non-performance.
- 2.6 **Contract Term** – an initial term of 8 to 10 years (with a ‘staggered’ start and a single end date). After the initial term the Contract may be extended with flexible extensions available up to a total 24 year term.
- 2.7 **Contract Packaging** - whilst the Draft Service Specification details the requirements for both Waste Collection Services and Street Cleansing, the financial tender return and associated method statements will enable the assessment of both of these elements of the service to be assessed as joint and discrete elements of work. This would then allow for any partner who currently does not have combined Waste and Street Cleansing contracts to work towards combining into the same contract should financial and operational advantages arise through this procurement.
- 2.8 **Additional partners** - The contract is being procured on behalf of all other Surrey waste collection authorities who will have the opportunity to join during the pre-procurement stages or during the life of the contract should they so wish. All Surrey Authorities will therefore be named in the OJEU notice, with provision being made in the Tender Return documentation to obtain ‘ceiling’ unit rates in respect of additional work for other authorities who may join later. The arrangement will however ensure that authorities in the first ‘cohort’ of authorities joining the JWCC will not be adversely affected by those joining at a latter stage.
- 2.9 **Contract Conditions** - The Service Specification is supported by the Contract Conditions which describes the formal terms of the contract including the performance monitoring and payment mechanisms.
- 3.0 The Draft Service Specification**
- 3.1 The Final Service Specification is to be developed as part of an iterative process within Competitive Dialogue. The process starts with a Draft Service Specification which describes what services are to be provided and sets the standards to be achieved. It does not specify how to deliver the service. This gives the contractor the opportunity to innovate, suggest best practice and use cost effective methods of operation. Their approach will be set out in detailed Method Statements in response to structured questions during the tendering exercise. The Method Statements will be evaluated by the procurement team

- and will form part of the contract once agreed. As part of this process some elements suggested by contractors may be written in to the contract. The decision to award the contract will be made by the individual Councils based on the Final Service Specification priced in the Final Tender. This process is set out in Appendix 2.
- 3.2 The Draft Service Specification (Appendix 3) is based on the service requirements described in Schedule 1 of the Inter Authority Agreement, signed in November 2013 Mole Valley District Council, and other partner authorities. The waste and recycling collection services are already similar across the contract area and have proven successful in delivering value for money, convenience for residents and high recycling rates. Therefore, the proposed specification for the joint waste contract does not significantly differ from what is currently operational in Mole Valley.
- 3.3 In order to maximise the opportunities for economies of scale, the services will be further aligned, wherever possible, to a uniform service specification and service offer to the customer. This will make cross-boundary working more efficient and cost effective. It will also facilitate communication of the services across the area making it easier for residents to understand and use the services on offer.
- 3.4 The draft specification reflects the aims and objectives contained in Surrey's Revised Joint Municipal Waste Management Strategy (2015-2020). The specification has also been developed taking into account customer consultation including a customer focus group held on 23 September 2014. A resident survey on the current waste and street cleaning services has been taking place throughout February 2015 in Mole Valley. The results of this survey will help to inform the Project Team during the Competitive Dialogue stages of procurement, and inform the final specification. It will also provide a benchmark of customer satisfaction against which any new contract can be measured.
- 3.5 The proposed nature of the services is set out in the Summary of the Service Specification in Appendix 1.

4.0 Implications for Mole Valley

- 4.1 Whilst the majority of the draft service specification reflects the existing waste, recycling and street cleaning services operating in Mole Valley, there are some differences which are outlined below.

4.2 Waste collections

- 4.2.1 In order to ensure the efficient use of resources, the contractor may need to make changes to collection days for some areas of the district and they may also introduce extended hours in the afternoon and possibly on Saturday.
- 4.2.2 Having a joint waste contract gives the partnership greater bargaining power with potential recycling processors by offering a larger amount of recyclable material to the market. This will provide opportunities to negotiate for a larger range of recyclables to be accepted at processing plants as well as lower gate fees, both of which benefit local tax payers.

- 4.2.3 Some of the partner authorities currently suspend the garden waste collection service over the Christmas period in order to make the garden waste vehicles available for refuse and recycling collections during this very busy time. In order to get best value from the contractor, it may be advantageous to suspend garden waste collections during the Christmas fortnight; this would result in customers receiving 25 collections a year rather than 26. The draft specification leaves this to individual authorities to decide.
- 4.2.4 Currently, Mole Valley District Council does not offer directly a commercial waste collection service to local businesses. The specification requires the provider to offer a commercial waste collection service. This is intended to benefit local businesses as well as being of financial benefit to the partner authorities.

4.3 Street Cleaning

- 4.3.1 The current street cleaning service is run according to a schedule based on frequency; each road is allocated an appropriate frequency at which the road is swept. The draft specification for the joint contract will be based on a minimum acceptable standard for all roads in the contract. This will require the contract to maintain the required standard regardless of the previous frequency schedule. This provides the contractor with the flexibility to apply their resources where it is needed, and ensures Mole Valley roads are kept at an acceptable standard.

5.0 Legal Implications

- 5.1 Under s.149 Equality Act 2010 (the Public Sector Equality Duty) any proposed changes to the Draft Services Specification which may have an impact on service delivery to residents with one or more protected characteristic will need to be assessed by way of an Equalities Impact Assessment prior to reaching any decision.
- 5.2 The Draft Services Specification proposes a continuation of a co-mingled collection of recyclable materials. As of 1 January 2015, under the Waste (England and Wales) Regulations 2011 (**Regulations**), the Council as a waste collection authority has a duty to collect waste paper, metal, plastic and glass separately (regulation 13) where separate collection is both necessary to ensure that waste undergoes recovery operations in accordance with the articles 4 and 13 of the Waste Framework Directive 2008 and to facilitate or improve recovery (the '**necessity test**') and technically environmentally and economically practicable (the '**TEEP**' test). As a WCA the Council has a duty to have regard to any guidance issued by the Secretary of State on the discharge of its duties under regulation 13.
- 5.3 The SWP on behalf of the WCAs has undertaken an extensive analysis using the WRAP 'Waste Regulations Route Map' toolkit, an approach recognised by the Environment Agency as good practice' to assess the Council's compliance with the Regulations. This analysis has concluded that changes to the current collection system are not necessary to demonstrate compliance with the Regulations.

- 5.4 Compliance with the Regulations is the responsibility of the Environment Agency. On 22 December, the EA issued a briefing note setting out how it will apply its regulatory role. This briefing note does state that 'a collector advertising a new contract that is prescriptive about type of collection/sorting service unless it is clear it wants a multi-stream/separate collection' indicates a medium level of compliance with the Regulations and may result in an intervention by the Environment Agency.
- 5.5 Both the SWP and the Project Team involved in the procurement have identified this issue as a risk and will continue to keep it under review. The use of the CD procurement process enables the authorities to amend the Specification (along with the proposed contract conditions) during the dialogue process, if there is any change to the data supporting the current conclusion that the Council's current collection arrangements are compliant, or the law and best practice in this area changes.

6.0 Financial Implications

- 6.1 There are no financial implications as a result of approving the draft service specification. The joint waste contract is expected to yield financial savings for MVDC, which are anticipated in 2018/19 when the contract is mobilised.

7.0 OPTIONS

- 7.1 The options available to the Executive are to note the progress of the JWCC and to either:
- Approve the draft services specification for use in the procurement of a joint waste contract
 - Request the JWCSC to consider changes to the Draft Services Specification
 - Reject the Draft Services Specification.

8.0 CORPORATE IMPLICATIONS

S151 Officer Commentary - The s151 Officer confirms that there are no immediate financial implications of this report, but that the progress and development of the joint contract remains on course for 2018/19. The report describes the potential for efficiency savings and increased income at that stage and an estimate of the financial impact of these from 2018/19 onwards is included in the Medium Term Financial Plan 2013/14 to 2020/21.

Risk Implications - The Project Manager holds and reviews a risk register of all known risks. Should the Executive choose to recommend changes to the Draft Services Specification, it may have an impact on the future project timeline and it is possible that the JWCC will not agree to the changes, which could jeopardise the overall success of the project.

Equalities Implications - The differences between the existing waste, recycling and street cleaning services and the proposed draft service specification have been identified, and it has been concluded that the existing equalities impact assessments (EqIA) are still valid. A full EqIA will be completed before the final specification is agreed.

Human Resources - No HR implications are anticipated to result from the draft services specification, however we will need to keep the situation under review as the project progresses.

Sustainability Issues – will be a consideration in the procurement process and it is anticipated that there will be benefits from economies of scale and opportunities to reduce emissions and also increase recycling.

Consultation – Consultation with residents has taken place via the Project Manager in the form of a customer focus group and a customer satisfaction survey.

Communications - Any change to service provision will be communicated to residents using a range of tools to include both traditional and social media. Once defined a suitable communications plan will be drafted and appropriate publicity undertaken.

BACKGROUND PAPERS

None

Summary Service Specification

Summary of the Draft Service Specification

Introduction

This document is a summary of the key principles within the draft service specification.

Principles of the specification which are common to all services

- The Contractor is expected to use best practice to deliver high quality, cost effective services and to develop innovative suggestions to enhance contract performance, improve customer satisfaction and reduce costs throughout the life of the contract.
- The contract is to be largely self-monitoring with proportionate spot checking and performance sampling carried out by the client team. The Contract Conditions include a Performance Framework by which the contract payments will be linked to contractor performance against the contract standards.
- The contractor will be asked to demonstrate how their effective use of ICT will help ensure the services are delivered efficiently and effectively, self reported and information is promptly made available to the client team and to customers.
- Design of service information and participation campaigns will remain within the control of the Councils. For this reason the Contractor will not have their performance measured by indicators such as the percentage of household waste recycled or composted as they will have little control over this. The contractor may be asked support the communication campaign by delivering service information door to door and inform customers who have contaminated their bins with the incorrect type of waste or recycling.
- Working hours (particularly in respect of Waste Collection Services) may be flexible between 06:00 to 20:00 Monday to Saturday including working as normal on bank holidays (except Christmas/New Year). This will provide the contractor with greater flexibility in the use of their assets and resources and therefore provide a more cost effective service.
- Any necessary day changes for customers are to be minimised and carefully managed in conjunction with the local authority. It is recognised that new contract arrangements bring a risk of service disruption. The contractors will be asked to present their plans for initial mobilisation and for subsequent change management to ensure disruption is minimised and short lived.
- Livery and branding – the contractor will be required to provide vehicles, and uniforms which reflect well on the contract and the image of the Councils.

Vehicles are likely to be white, branded according to Surrey Waste Partnership's guidelines and in agreement with individual partner authorities. A proportion of the fleet will be required to have a mechanism for mounting advertising campaigns for example to promote waste minimisation or additional recycling.

- In emergencies/periods of extreme weather, staff will be redirected to other priorities.

Waste and Recycling Services within the Scope of the Contract

Low Rise Properties

- Fortnightly collection of dry recycling and residual waste with weekly collection of food waste and fortnightly garden waste (by subscription).
- Collection of Waste Electrical and Electronic Equipment (WEEE) and textiles whenever presented alongside residual waste or recycling.*
- Collection will be from the curtilage of the property or from authorised waste collection points except for 'assisted collections'.

Communal Properties

- Fortnightly collection of dry recycling and landfill waste with weekly collection of food waste.

Assisted Collections

- 'Assisted collections' will be available for those residents who are unable to present their bin at the curtilage of their property owing to infirmity or physical disability.

Bring sites/schools etc

- Collection of dry recycling/residual waste

Commercial Waste

- The Contractor may offer a Commercial Waste service if advantageous to the contract on a profit share* basis.

*Mechanism to be developed through Dialogue sessions.

Clinical Waste Collections, Bulky Waste (Special Collections) and Sale of Recyclate

These services are out of scope and are subject to a separate project by Surrey Waste Partnership with the aim of exploring pan-Surrey service models. The specification for recyclable materials acceptable for collection from residential properties will depend on outcome of the Surrey procurement of a recycling material

contract but is likely to be as wide as possible to maximise material capture i.e. to include plastic bags, tetrapaks, aerosols.

Innovation

Contractors will be invited to suggest, in dialogue sessions and in completion of their Method Statements, how they will deliver solutions for the following services:

- Collection of absorbent hygiene products (which includes nappies and other sanitary products).

Street Cleaning Services

The contractor will not be instructed how or how often to clean each street/footpath/car park but will be expected to keep designated areas to a prescribed cleanliness standard and empty bins as needed. The contractor will be expected to provide additional resources to deal with seasonal problems such as leaf fall and occasional issues such as clearance of dead animals. Staff may be re-assigned away from their usual duties to assist with emergencies such as flooding or extreme weather.

Street Cleaning in Scope

- public highways (streets including grassed verges and footpaths);
- surface car parks;
- associated open spaces;
- emptying of street litter and recycling bins;
- removal of graffiti, flyposting, clearance of fly-tipped waste and removal of dead animals;
- removal and management of highway weeds;
- emergency assistance

Provisional Items

Provisional unit rates or sums based on historic quantities will be sought for optional/occasional work including:

- gum removal and pavement washing
- repair and replacement of bins
- special event bin provision and post event cleaning
- weed treatment – the contractor will maintain weed free streets through the application of an approved herbicide.

Appendix 2 Development of Final Service Specification

The table below outlines the steps required to develop the final service specification.

Who	Actions	Indicative Timescale
Joint Waste Collection Services Committee	Recommends Draft Service Specification to Councils	February 2015
Councils	Approve Draft Service Specification	March 2015
Project Team	Publish Official Journal of European Union notice to start formal process. Invite contractors to complete Pre Qualification Questionnaire (PQQ)	April 2015
Project Team	Evaluate PQQs and shortlist	May/June 2015
Project Team and Contractors	1 st Dialogue sessions	July/August 2015
Shortlisted Contractors	Develop Method Statements to demonstrate how they will meet the specified standards and submit initial tender.	September 2015
Project Team/Contractors	Project Team approve shortlist. Dialogue sessions to refine specification/clarify tenders.	November 2015
Project Team	Develop Final Contract Specification and invite shortlisted contractors to submit Final Tender.	January 2016
Contractors	Submit Final Tender and Method Statements	February 2016
Councils	Approve contract award based on Final Service Specification and Method Statements	April to June 2016



**JOINT
WASTE COLLECTION AND STREET CLEANSING
SERVICES CONTRACT**

VOLUME **XX: DESCRIPTIVE DOCUMENT**

SCHEDULE **XX: DRAFT SERVICES SPECIFICATION**

****DATE****

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GENERAL PROVISIONS

1 INTRODUCTION AND SCOPE

1.1 This document details the Specification for the Authorities' Waste Collection and Street Cleansing Joint Contract. The requirements of the Authorities, including operational procedures for performing the Services, should be read in conjunction with the other ITT Documents.

1.2 The Specification covers the Services within the Authorities' Area as outlined in sections 1.2.1 and 1.2.2.

1.2.1 WASTE COLLECTION SERVICE

- (a) Collection of Residual Waste from Households;
- (b) Collection of Dry Recycling from Households;
- (c) Collection of Food Waste from Households;
- (d) Collection of Garden Waste from Households;
- (e) Collection of Other Recycling Materials, such as batteries, WEEE and textiles;
- (f) Collection of Dry Recycling from Bring Sites;
- (g) Collection and management of Commercial Waste;
- (h) Collection of Residual Waste, Dry Recycling, Garden Waste and Food Waste from Other Non-Domestic Sources;
- (i) Provision, delivery, exchange and removal of Containers and Sacks;
- (j) Repair, cleaning and refurbishment of Containers prior to returning to service;
- (k) Out of hours response service;
- (l) Emergency assistance;
- (m) Delivery of communications materials to Service Users.

1.2.2 CLEANSING SERVICE

- (a) Cleansing of all public highways for which the Authorities are responsible;
- (b) Clearance of leaf/blossom;
- (c) Enhanced cleansing;
- (d) Removal of dead animals;

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- (e) Pavement washing and pedestrian subways;
- (f) Events cleansing;
- (g) Installation, emptying, cleaning and removal of street litter bins and dog waste bins;
- (h) Cleaning of bring site containers, bins stores and dedicated housing units;
- (i) Clearance of fly-tipped and abandoned waste;
- (j) Cleansing of precincts and surface car parks;
- (k) Removal of graffiti and flyposting;
- (l) Cleansing of items of street furniture and signage;
- (m) Removal and management of highway weeds;
- (n) Out of hours response service;
- (o) Emergency assistance.

1.3 The Specification is common to all Authorities. There are however Services that are not required by some Authorities in the Authorities' Area. Details of exceptions are set out in the Appendices.

GENERAL SERVICE SPECIFICATION

2 OUTLINE

2.1 This General Service Specification is applicable to all the Services and shall apply throughout the Contract Period.

3 STRATEGIC SERVICES OBJECTIVES AND SERVICES MANAGEMENT

3.1 **Output 1 (Partnering): The principles and objectives of the Partnering Charter are applied in a spirit of openness, mutual trust and cooperation.**

3.2 The Authorities require a high standard of service delivery that utilises innovation and best practice;

3.3 The Service Provider and the Authorities shall work together to deliver Services that are planned for success and achieve the following key requirements:

- (a) value to the Council Tax payer;
- (b) high levels of customer satisfaction;
- (c) the objectives, targets and actions of the Surrey Waste Partnership Management Strategy;
- (d) appropriate levels of shared risk and reward;
- (e) continuous service improvement;
- (f) on-going efficiency savings;
- (g) reduction of the carbon footprint and the environmental impacts of the Services;
- (h) integration of the Services across the Authorities' Area and with other service providers to the Authorities in the Authorities' Area;
- (i) innovation; and
- (j) flexibility to adapt to changing legislation and policy.

3.4 The Service Provider shall develop and maintain the Service Delivery Plan to set out how the Services shall be provided and perform the Services in accordance with the Service Delivery Plan.

4 INFORMATION TECHNOLOGY SYSTEM

4.1 **Output 2 (Information Technology System): The Information Technology System records and reports all data and information relating to the delivery of the Services.**

4.2 The Service Provider shall:

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- 4.2.1 design, develop and provide an Information Technology System that delivers operational management, monitoring and reporting on the performance of the Services across the Authorities' Area;
- 4.2.2 provide an Information Technology System that is:
 - (a) Acceptable to the Authorities;
 - (b) Compatible with the Authorities' systems; and
 - (c) Accessible to the Authorised Officer and all other authorised users of the Authorities.
- 4.2.3 measure and record data accurately and transparently for the day to management of the Contract and to report against agreed Performance Indicators as approved by the Authorised Officer;
- 4.2.4 measure and record data accurately and transparently for cost information of the Contract and for the generation of accurate invoices as approved by the Authorised Officer;
- 4.2.5 provide Performance Management Reports required for the performance monitoring of the Contract as required by the Authorised Officer;
- 4.2.6 provide Other Management Reports as required by the Authorised Officer on behalf of the Authorities or individual Authorities in the Authorities' Area as may be reasonable;
- 4.2.7 provide an Information Technology System that takes full advantage of developments in new technology, the development of new interfaces and software upgrades and regular enhancements during the Contract term;
- 4.2.8 meet the legislative and Authorities' good practice requirements in relation to information and data protection, security, integrity and audit;
- 4.2.9 have in place and implement arrangements in relation to data maintenance, backup and recovery procedures and disaster recovery.

5 PERFORMANCE AND MONITORING

- 5.1 **Output 3 (Performance): Appropriate mechanisms for measuring and reporting performance for all Services are applied, including the production of regular Performance Management Reports.**
- 5.2 **Output 4 (Monitoring): The Contract Monitoring System produces quality data to reflect actual performance of the Services, to identify unsatisfactory performance and to resolve issues in a timely manner.**
- 5.3 The Service Provider shall:

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- 5.3.1 design, to the approval of the Authorised Officer, and subsequently provide and manage the Performance Management Reports;
- 5.3.2 be responsible for monitoring its own performance against the requirements of the Contract and design, monitor and report to the Authorised Officer on its performance of the Services in the Performance Management Reports;
- 5.3.3 notify the Authorised Officer of any performance defaults and rectify such defaults in accordance with the procedures and target timescales set out in the Contract;
- 5.3.4 design, to the approval of the Authorised Officer, and subsequently provide and manage the Contract Monitoring System;
- 5.3.5 develop, to the approval by the Authorised Officer, and subsequently provide an Annual Service Report and an Annual Service Improvement Plan which shall address the delivery of on-going continuous improvement and value for money.

6 SERVICE USERS' SATISFACTION AND COMPLAINTS

- 6.1 **Output 5 (Service Users' Satisfaction): The Services are operated in a manner that maintains and improves Service Users' Satisfaction.**
- 6.2 **Output 6 (Service Users' Enquiries and Complaints): The Service Provider promptly supports the Authorities in dealing with Enquiries, Service Reports and Complaints, including Rectifiable and Non Rectifiable Complaints.**
- 6.3 The Service Provider shall:
 - 6.3.1 design and deliver the Services to maintain high levels of Service Users' Satisfaction year on year;
 - 6.3.2 record, action, update and close down the enquiries and complaints about the Services submitted from Service Users via the Authorities' Customer Contact Systems;
 - 6.3.3 respond to requests for information by the Authorities by adhering to the complaint procedures and target timescales of the Authorities for dealing with complaints and Freedom of Information Requests;
 - 6.3.4 provide good customer service and report to the Authorised Officer the comments, enquiries and complaints from Service Users made directly to the Service Provider's staff.

7 QUALITY AND ENVIRONMENTAL MANAGEMENT

- 7.1 **Output 7 (Quality and Environmental Management): Accredited Quality and Environmental Management Systems are in place.**

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7.2 The Service Provider shall:

- 7.2.1 design, maintain and keep in force management systems that are certified by a UKAS certified assessment body (or a body of similar standing) as covering the scope of the Services detailed in this Specification and covering the depots and facilities used for the delivery of the Services and to the minimum following standards: ISO 9001:2008; ISO 14001:2004; and BS OHSAS 18001:2007. Certification shall be obtained within the first 12 months of each Service Commencement Date for the scope of the Services that apply to that specific Service Commencement Date;
- 7.2.2 permit the Authorised Officer and all other authorised users of the Authorities access to and inspection of all relevant records and information relating to the maintenance of the accreditation of the Quality and Environmental Management Systems;
- 7.2.3 include the results of the annual accreditation inspections in their Annual Service Report.

8 HEALTH AND SAFETY

8.1 Output 8 (Health and Safety): The Health, Safety and Welfare of all persons who may be affected by the operations and activities performed by the Service Provider as part of the Contract is safeguarded.

8.2 The Service Provider shall:

- 8.2.1 adopt safe working practices and have due regard to all current and future regulations, guidance, working rules and legislation set by the Health and Safety Executive (HSE) or industry good practice guidance that applies to the activities under the Contract to ensure the highest standard of safety for all staff employed on the Contract, third parties and the public;
- 8.2.2 report and act on any contraventions, incidents or accidents to the Authorised Officer as soon as practicable. The Authorities shall be notified by the Service Provider of any RIDDOR accidents/incidents that are reported to the HSE.

9 EMERGENCY WORK

9.1 Output 9 (Emergencies): Emergencies are dealt with promptly, effectively and efficiently.

- 9.2 The Service Provider shall have in place an Emergency Plan for the Contract for the delivery of each element of the Services;
- 9.3 The Service Provider shall provide an out of hours response service;

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- 9.4 The Service Provider shall support the Emergency Plans of the individual Authorities and, as directed by the Authorised Officer, redeploy Resources and/or suspend Services to support the response to emergencies (e.g. flooding, Civil Emergencies, gritting activities).

10 BUSINESS CONTINUITY

- 10.1 **Output 10 (Business Continuity): The impact of failure of the Services in whole or part is reduced, mitigated and/or negated promptly, effectively and efficiently.**

- 10.2 The Service Provider shall design, maintain and, where necessary, implement the Business Continuity Plan for the Contract for the delivery of each element of the Services, including, where relevant and as a minimum:

- (a) failures of equipment, vehicles, supplies or Services;
- (b) disruption to Services for any reason including extreme weather;
- (c) civil emergency or unrest, energy failure, fuel shortages or industrial action; and
- (d) failure and resilience of the Information Technology System.

11 MOBILISATION AND HANDBACK

- 11.1 **Output 11 (Mobilisation): The transition and mobilisation of the Services from the date of Contract Award to each of the Service Commencement Dates for each of the Authorities until the last of the Service Commencement Dates is seamless and continuity of the Services is maintained.**

- 11.2 The Service Provider shall:

- 11.2.1 develop and implement the Contract Mobilisation Plan to set out the details of the transition and mobilisation of the Services;
- 11.2.2 develop and implement the Contract Mobilisation Contingency Plan for all potential service disruptions, failures and delays.

- 11.3 **Output 12 (Handback): The Handback Plan is available prior to Contract Expiry or Termination.**

- 11.4 The Service Provider shall develop and implement the Handback Plan, which as a minimum shall include the responsibilities and the ownership of the following at expiry or termination of the Contract: Assets, Sites, the data in the Information Technology System used to manage and operate the Services, and TUPE information.

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12 RESOURCES

12.1 Output 13 (Resources): Adequate resources are available at all times to deliver the Services required by the Authorities.

12.2 Output 14 (Training and Qualifications): All staff employed by the Service Provider is adequately trained and qualified to provide the Services required by the Authorities.

12.3 Output 15 (Working Culture): The working culture maximises the integration of the workforce employed across the Services to deliver the Services in the Contract.

12.4 The Service Provider shall:

12.4.1 appoint competent management and supervisory employees for the efficient management of the Services. In particular:

(a) provide a named and suitably qualified Contract Manager. The Contract Manager shall work exclusively for this Contract;

(b) provide sufficient number of named and suitably qualified Supervisors to ensure that staff is adequately managed and properly performs the duties to meet the Authorities' requirements; and

(c) have in place adequate contingency resource plans to cover for absences.

12.4.2 identify and employ adequate numbers of suitably trained and qualified staff and labour for all aspects of the Services;

12.4.3 ensure that employees of the Service Provider and any employees of sub-contractors, including those employed on a temporary or agency basis, receive appropriate and relevant induction training before commencing any operational activities;

12.4.4 ensure that the Service Provider's staff show respect and responsibility for the people within the communities that they are operating in and that they act as ambassadors of the Authorities;

12.4.5 ensure that the Service Provider's staff reports any public realm issues to the Authorities for action.

13 DEPOTS AND FACILITIES MANAGEMENT

13.1 Output 16 (Depots and Facilities): Depots and Facilities are provided and managed by the Service Provider to deliver the Services effectively.

13.2 The Service Provider shall be responsible for providing and managing Depots and Facilities for the Services;

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- 13.3 The Service Provider shall consider that some Depots and Facilities used for the delivery of the Services in the Authorities' Area may be shared with other service providers to the Authorities and that the Service Provider shall be responsible for managing its designated area having due regard to other service providers.

14 DELIVERY SITES

- 14.1 **Output 17 (Delivery Sites): All Contract Waste is delivered to the Delivery Sites specified by the Authorities.**

14.2 The Service Provider shall:

- 14.2.1 deliver all Contract Waste to the Delivery Sites specified by the Authorised Officer from the Service Commencement Date(s);
- 14.2.2 deliver directly to the Delivery Sites in the Collection Vehicles. The Service Provider shall not be permitted to bulk or tip Contract Waste at any facility other than a Delivery Site;
- 14.2.3 design collection days/rounds, allowing for:
- (a) Opening Times at Delivery Sites;
 - (b) available daily capacity at Delivery Sites, so that throughput of each type of Contract Waste is, as far as is reasonably practical, consistent;
 - (c) working with the Delivery Sites Operators to ensure that deliveries are, as far as is reasonably practical, co-ordinated to reduce queues and delays;
 - (d) only vehicles registered with the Authorities and the Delivery Site Operators shall be authorised to deliver Contract Waste and tip at the Delivery Sites.
- 14.2.4 comply with the Delivery Sites' rules and any operational, health and safety related requests and directions made by the Delivery Site Operator whilst operating on the Delivery Sites;
- 14.3 If a Delivery Site becomes unavailable, the Authorised Officer shall instruct the Service Provider on the Delivery Site where Contract Waste shall be delivered;
- 14.4 The Authorities shall meet any costs for the disposal and treatment of Contract Waste and shall receive any incomes paid by the Waste Disposal Authority when Contract Waste is delivered to a Delivery Site for recycling in accordance with this Specification;
- 14.5 The Authorities may alter the Delivery Sites either temporarily or permanently during the Contract;
- 14.6 The Authorities may alter the amount and/or type of Contract Waste that may be delivered into any Delivery Site during the Contract. The Authorities shall have the right to direct certain amounts of Contract Waste to any Delivery Sites from time to time and

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with any reasonable notice to fulfil the operational needs and requirements of the Delivery Site Operators. The Service Provider shall comply with all requests to direct Contract Waste or re-direct Contract Waste;

- 14.7 The Service Provider shall manage the process of offloading the Collection Vehicles so that the Collection Vehicles can enter the Delivery Site, offload Contract Waste, and conduct the necessary weighing activities as quickly as is reasonably possible and in any case within not more than 20 minutes (measured from the time the Collection Vehicle arrives at the Delivery Site or a queue to enter the Delivery Site to the departure time from the weighbridge);
- 14.8 The Service Provider and the Authorised Officer shall, as part of the performance management of the Contract agree means of addressing delays caused at the Delivery Sites and the Service Provider may be entitled to charge the Authorities at the applicable Rate of Payment for delays caused at any of the Delivery Sites;
- 14.9 Upon delivering Contract Waste to the Delivery Site, the Service Provider shall make a visual appraisal of the discharged load prior to departing the Delivery Site. If he considers the load may be rejected, or is advised by the Delivery Site Operator that the Contract Waste is contaminated to an unsatisfactory level beyond the Acceptance Criteria, the Service Provider shall notify the Authorised Officer and record the incident appropriately;
- 14.10 Any dispute about whether the Acceptance Criteria for the load delivered at the Delivery Site or at the Reprocessor's Site has been exceeded shall be referred to the Authorised Officer for resolution;
- 14.11 Where a load is rejected and the Authorised Officer determines that the rejection is due to the Service Provider failing in its obligations under this Specification, then the Service Provider shall be responsible for all costs incurred in the onwards transportation, disposal and loss of income of the rejected material.

15 ASSET MANAGEMENT

- 15.1 **Output 18 (Asset Management): All Assets used in the delivery of the Services are provided, managed, maintained and where necessary replaced by the Service Provider.**
- 15.2 The Service Provider shall:
- 15.2.1 be responsible for the provision of adequate Assets to deliver the Services. Assets shall include: Collection Vehicles, Plant and Equipment;
- 15.2.2 provide Collection Vehicles, Plant and Equipment of a design and condition which is suitable for the delivery and performance of the Services in accordance with this Specification;

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- 15.2.3 provide sufficient front-line and reserve/spare Collection Vehicles, Plant and Equipment at all times. A lack of suitable Collection Vehicles, Plant and Equipment shall not be considered a valid reason for non-performance of the requirements of the Contract;
- 15.2.4 be fully responsible for licensing all Collection Vehicles, Plant and Equipment and for the payment of all licensing fees, taxes, fuel and insurance premiums required in connection with or arising out of maintenance, repair, replacement and use of all Collection Vehicles, Plant and Equipment employed in the performance of the Services;
- 15.2.5 permit the Authorised Officer and all other authorised users of the Authorities access to and inspection of all relevant records and information relating to the management of Assets.

16 CONTAINERS MANAGEMENT

- 16.1 **Output 19 (Containers): The Authorities' Containers are managed effectively by the Service Provider and Service Users are in receipt of the appropriate Containers to take part in the Services.**
- 16.2 The Authorities or individual property owners/managers shall pay for the purchase of all new Containers including the replacement of Containers that have become lost or damaged to the extent where continued use is not appropriate and/or it is economically unjustifiable to repair the Container;
- 16.3 The Service Provider shall be responsible for paying for the replacement of Containers where the damage to the Containers is as a result of inappropriate behaviour or practice of the Service Provider's staff, inappropriate collection vehicle settings for lifting Containers or Containers not returned as set out in this Specification;
- 16.4 The Authorities may purchase Containers through the Service Provider's provisional priced items or may purchase Containers directly from third parties;
- 16.5 The Service Provider shall:
 - 16.5.1 produce and maintain a system of stock control of Containers;
 - 16.5.2 provide premises for the safe and secure storage of all Containers;
 - 16.5.3 collect Containers for disposal, repair, refurbishment and storage within 5 Working Days of the Authorised Officer's instruction;
 - 16.5.4 make arrangements for the cleaning, repair and refurbishment of all Containers prior to returning to the Services or for placing in temporary storage;
 - 16.5.5 repair and refurbish Containers within 10 Working Days of receiving returned stock;

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- 16.5.6 save as a result of a requirement for new Containers arising out of a Service Re-Design or New Services, deliver, upon instruction from the Authorised Officer, Containers to Households within 5 Working Days of the instruction. The Container shall be left within the property boundary. New and replacement Containers shall be delivered with the appropriate communications media supplied by the Authorities;
- 16.5.7 on request from the Authorised Officer provide a price for delivery of Containers for Service Re-Design or New Services and, if instructed by the Authorised Officer, deliver such Containers.

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OPERATIONAL REQUIREMENTS: WASTE COLLECTION SERVICE

17 WASTE COLLECTION SERVICE FROM HOUSEHOLDS

- 17.1 The Service Provider shall manage and deliver all Services within the scope (as set out in section 1.2.1 of this Specification).
- 17.2 **Output 20 (Waste Collection Service): The Service Provider plans and delivers the Waste Collection Service and meets the Authorities' Performance and Monitoring Standards.**
- 17.3 **Output 21 (Scheduled Waste Collections): The Service Provider delivers the Scheduled Waste Collections to:**
- (a) **maximise the amount of waste segregated for reuse, recycling, and composting;**
 - (b) **minimise missed collections;**
 - (c) **provide timely remedial action in the event of missed collections;**
 - (d) **ensure that receptacles are collected, emptied and returned to the specified Collection Point;**
 - (e) **ensure the prevention and clearance of any spillage;**
 - (f) **minimise contamination.**
- 17.4 The Service Provider shall provide the Scheduled Waste Collections in accordance with the Authorised Officer's approval.

- 17.5 The Service Provider shall manage and deliver the following waste collection services:

18 RESIDUAL WASTE COLLECTIONS FROM HOUSEHOLDS IN STREET LEVEL PROPERTIES

- 18.1 The Service Provider shall provide Households with a Residual Waste Collection once every fortnight. Requirements for Collection Days from Households in Street Level Properties are detailed in section 27. Requirements for Collection Points from Households in Street Level Properties are detailed in section 29. Subject to the exceptions in clauses 18.2, 18.3 and 18.4, such Residual Waste will be presented for collection in a designated Wheeled Bin;

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- 18.2 Where notified by the Authorised Officer that a Household is entitled to present more than one designated Wheeled Bin, the Service Provider shall empty each additional designated Wheeled Bin(s) as part of that Household's Scheduled Collection;
- 18.3 Where notified by the Authorised Officer that a Household will present Residual Waste in Single Use Sacks, the Service Provider shall collect the Single Use Sacks as part of that Household's Scheduled Collection;
- 18.4 Where notified by the Authorised Officer that a Household requires more frequent Residual Waste Collections, the Service Provider shall provide that Household's Scheduled Collection at the frequency specified;
- 18.5 The Service Provider shall not collect Excess Residual Waste set out by Households as part of the Scheduled Residual Waste Collection and shall leave a notification with the Household which informs the Household of the reason why the Excess Waste was not collected;
- 18.6 Individual Authorities in the Authorities' Area may elect to specify that the Excess Residual Waste policy shall not apply for Scheduled Residual Waste Collections during the Christmas and New Year bank holiday period;
- 18.7 The Service Provider shall not empty Containers presented incorrectly as part of the Scheduled Residual Waste Collection and shall leave a notification with the Household which informs the Household of the reason why the Container was not emptied. This shall include, but not limited to, Containers not presented at Collection Points or Containers whose lids are not closed down as a result of being too full.

19 DRY RECYCLING COLLECTIONS FOR HOUSEHOLDS IN STREET LEVEL PROPERTIES

- 19.1 The Service Provider shall provide Households with a Dry Recycling Collection once every fortnight. Requirements for Collection Days from Households in Street Level Properties are detailed in section 27. Requirements for Collection Points from Households in Street Level Properties are detailed in section 29. Subject to the exceptions in clauses 19.2, 19.3 and 19.4, such Dry Recycling will be presented for collection in a designated Wheeled Bin;
- 19.2 Where notified by the Authorised Officer that a Household is entitled to present more than one designated Wheeled Bin, the Service Provider shall empty each additional designated Wheeled Bin(s) as part of that Household's Scheduled Collection;
- 19.3 Where notified by the Authorised Officer that a Household will present Dry Recycling in containers which are not Wheeled Bins (including but not limited to Single Use Sacks or Boxes), the Service Provider shall empty these Containers or collect the Single Use Sacks as part of that Household's Scheduled Collection;

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- 19.4 Where notified by the Authorised Officer that a Household requires more frequent Dry Recycling Collections, the Service Provider shall provide that Household's Scheduled Collection at the frequency specified;
- 19.5 The Service Provider shall collect any Excess Dry Recycling set out by Households as part of the Scheduled Dry Recycling Collection;
- 19.6 The Service Provider shall not empty Containers presented incorrectly as part of the Scheduled Dry Recycling Collection and shall leave a notification with the Household which informs the Household of the reason why the Container was not emptied. This shall include, but not limited to, Containers not presented at Collection Points or Containers whose lids are not closed down as a result of being too full;
- 19.7 The Service Provider shall provide Households with a scheduled weekly collection of batteries, WEEE and textiles (Other Recycling Materials).

20 FOOD WASTE COLLECTIONS FROM HOUSEHOLDS IN STREET LEVEL PROPERTIES

- 20.1 The Service Provider shall provide Households with a Food Waste Collection once a week. Requirements for Collection Days from Households in Street Level Properties are detailed in section 27. Requirements for Collection Points from Households in Street Level Properties are detailed in section 29. Subject to the exceptions in clause 20.2 and 20.3, such Food Waste will be presented for collection in a designated Food Waste Kerbside Container;
- 20.2 Where notified by the Authorised Officer that a Household will present more than one Food Waste Kerbside Container, the Service Provider shall empty any additional Food Waste Kerbside Container(s) as part of that Household's Scheduled Collection;
- 20.3 For the avoidance of doubt, the Authorities provide Households with a Kitchen Caddy for internal use to store Food Waste prior to transfer to the Food Waste Kerbside Container and the Service Provider shall empty Kitchen Caddies if they are set out by Households as part of that Household's Scheduled Collection;
- 20.4 The Service Provider shall not empty Containers presented incorrectly as part of the Scheduled Food Waste Collection and shall leave a notification with the Household which informs the Household of the reason why the Container was not emptied. This shall include, but not limited to, Containers not presented at Collection Points or Containers whose lids are not closed down as a result of being too full.

21 GARDEN WASTE COLLECTIONS FROM HOUSEHOLDS IN STREET LEVEL PROPERTIES

- 21.1 The Authorities offer Households an optional Garden Waste Collection Service as a chargeable service. Those Households request the Garden Waste Collection Service from the Authorities and pay the Authorities an Annual Subscription Fee (Subscribing

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Households). The Annual Subscription Fee is set by the Authorities and may be altered at the Authorities' discretion during the Term;

- 21.2 The Service Provider shall provide all Subscribing Households with a Garden Waste Collection once every fortnight. Requirements for Collection Days from Households in Street Level Properties are detailed in section 27. Requirements for Collection Points from Households in Street Level Properties are detailed in section 29. Subject to the exception in clauses 21.3 and 21.4, such Garden Waste will be presented for collection in a designated Wheeled Bin;
- 21.3 Where notified by the Authorised Officer that a Subscribing Household will present Garden Waste using Reusable Garden Waste Sacks, the Service Provider shall empty these Sacks as part of that Household's Scheduled Collection;
- 21.4 Where notified by the Authorised Officer that a Subscribing Household has subscribed to present Garden Waste in more than one Wheeled Bin and/or Reusable Garden Waste Sack, the Service Provider shall empty any additional Wheeled Bin(s) and/or Reusable Garden Waste Sack(s) as part of that Household's Scheduled Collection;
- 21.5 Subscribing Households may discontinue their participation in the Garden Waste Collection Service on giving 4 Working Weeks' notice to the Authorities. The Authorised Officer shall be responsible for notifying the Service Provider of the details of those Households who are terminating participation in the Garden Waste Collection Service with the effective date of termination (which shall expire at 23:59 on that Household's Scheduled Collection Day) and the Service Provider shall discontinue the Garden Waste Collection Service from those Households accordingly;
- 21.6 The Authorised Officer shall be responsible for notifying the Service Provider of the details of those Households who are new participants in the Garden Waste Collection Service with the effective date of the service commencement (which shall commence at 00:01 on a Scheduled Collection Day falling no later than 10 Working Days from the date of notification) and the Service Provider shall provide those new Subscribing Households with a Garden Waste Collection Service once a fortnight;
- 21.7 The Authorised Officer shall be responsible for notifying the Service Provider of the details of those Households who have not renewed their participation in the Garden Waste Collection Service with the effective date of termination (which shall expire at 23:59 on that Household's Scheduled Collection Day). The Service Provider shall discontinue the Garden Waste Collection Service from those Households and remove the Container(s) accordingly. Arrangements for Containers management are set out in section 16 of this Specification;
- 21.8 Individual Authorities in the Authorities' Area may elect to specify that the Scheduled Garden Waste Collection Service is discontinued during the Christmas and New Year bank holiday period.

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22 RESIDUAL WASTE COLLECTIONS FROM HOUSEHOLDS IN COMMUNAL BIN PROPERTIES

- 22.1 The Service Provider shall provide Households with a Residual Waste Collection at the frequency required to ensure that Containers do not become full or/and overflowing and, in any event, at least fortnightly. Such Residual Waste will be presented for collection in a designated Container. Requirements for Collection Points from Households in Communal Bin Properties are detailed in section 29;
- 22.2 The Service Provider may combine the Residual Waste Collection from Households in Communal Bin Properties with the Residual Waste Collection from Households in Street Level Properties on the same Residual Waste collection round;
- 22.3 The Service Provider shall collect Excess Residual Waste in or adjacent to a Communal Bin Collection Point and report the details of the incident to the Authorised Officer through the Information Technology System. The Authorities shall contact Households and managing agents of communal properties to endeavour to reduce or remove re-occurrences of Excess Residual Waste.

23 DRY RECYCLING COLLECTIONS FROM HOUSEHOLDS IN COMMUNAL BIN PROPERTIES

- 23.1 The Service Provider shall provide Households with a Dry Recycling Collection at the frequency required to ensure that Containers do not become full or/and overflowing and, in any event, at least fortnightly. Such Dry Recycling will be presented for collection in a designated Container. Requirements for Collection Points from Households in Communal Bin Properties are detailed in section 29;
- 23.2 The Service Provider may combine the Dry Recycling Collection from Households in Communal Bin Properties with the Dry Recycling Collection from Households in Street Level Properties on the same Dry Recycling collection round;
- 23.3 The Service Provider shall collect Excess Dry Recycling in or adjacent to a Communal Bin Collection Point and report the details of the incident to the Authorised Officer through the Information Technology System. The Authorities shall contact Households and managing agents of communal properties to endeavour to reduce or remove re-occurrences of Excess Dry Recycling or investigate the provision of additional Containers for Households in Communal Bin Properties;
- 23.4 In some Authorities, Other Recycling Materials, namely textiles and WEEE, are collected in designated Containers, such as but not limited to sack holders. For those Authorities, the Service Provider shall collect these materials as part of the Scheduled Collection from the designated Containers and replace the liners in the sack holders as may be required.

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24 FOOD WASTE COLLECTIONS FROM HOUSEHOLDS IN COMMUNAL BIN PROPERTIES

- 24.1 All Households shall be eligible for the collection of Food Waste. The Service Provider shall provide Households with a collection of Food Waste once a week. Such Food Waste will be presented for collection in one or more designated Wheeled Bin(s) or Food Waste Kerbside Containers. The number of designated Wheeled Bins and Food Waste Kerbside Containers will be dependent on the capacity requirements of each of the Communal Bin Properties. Requirements for Collection Points from Households in Communal Bin Properties are detailed in section 29;
- 24.2 The Service Provider may combine the Food Waste Collection from Households in Communal Bin Properties with the Food Waste Collection from Households in Street Level Properties on the same Food Waste collection round;
- 24.3 The Service Provider shall collect Excess Food Waste in or adjacent to a Communal Bin Collection Point and report the details of the incident to the Authorised Officer through the Information Technology System. The Authorities shall contact Households and managing agents of communal properties to endeavour to reduce or remove re-occurrences of Excess Food Waste or investigate the provision of additional Containers for Households in Communal Bin Properties.

25 GARDEN WASTE COLLECTIONS FROM HOUSEHOLDS IN COMMUNAL BIN PROPERTIES

- 25.1 The Authorities offer Households an optional Garden Waste Collection Service as a chargeable service. Those Households request the Garden Waste Collection Service from the Authorities and pay the Authorities an Annual Subscription Fee (Subscribing Households). The Annual Subscription Fee is set by the Authorities and may be altered at the Authorities' discretion during the Term;
- 25.2 The Service Provider shall provide all Subscribing Households with a Garden Waste Collection once every fortnight. Subject to the exception in clauses 25.3 and 25.4, such Garden Waste will be presented for collection in a designated two Wheeled Bin. Requirements for Collection Points from Households in Communal Bin Properties are detailed in section 29;
- 25.3 Where notified by the Authorised Officer that a Subscribing Household will present Garden Waste using Reusable Garden Waste Sacks, the Service Provider shall empty these Sacks as part of that Household's Scheduled Collection;
- 25.4 Where notified by the Authorised Officer that a Subscribing Household has subscribed to present Garden Waste in more than one Wheeled Bin and/or Reusable Garden Waste Sack, the Service Provider shall empty any additional Wheeled Bin(s) and/or Reusable Garden Waste Sack(s) as part of that Household's Scheduled Collection;

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- 25.5 Subscribing Households may discontinue their participation in the Garden Waste Collection Service on giving 4 Working Weeks' notice to the Authorities. The Authorised Officer shall be responsible for notifying the Service Provider of the details of those Households who are terminating participation in the Garden Waste Collection Service with the effective date of termination (which shall expire at 23:59 on that Household's Scheduled Collection Day) and the Service Provider shall discontinue the Garden Waste Collection Service from those Households accordingly;
- 25.6 The Authorised Officer shall be responsible for notifying the Service Provider of the details of those Households who are new participants in the Garden Waste Collection Service with the effective date of the service commencement (which shall commence at 00:01 on a Scheduled Collection Day falling no later than 10 Working Days from the date of notification) and the Service Provider shall provide those new Subscribing Households with a Garden Waste Collection Service one a fortnight;
- 25.7 The Authorised Officer shall be responsible for notifying the Service Provider of the details of those Households who have not renewed their participation in the Garden Waste Collection Service with the effective date of termination (which shall expire at 23:59 on that Household's Scheduled Collection Day). The Service Provider shall discontinue the Garden Waste Collection Service from those Households and remove the Container(s) accordingly. Arrangements for Containers management are set out in section 16 of this Specification;
- 25.8 The Service Provider may combine the Garden Waste Collection from Communal Bin Properties with the Garden Waste Collection from Households in Street Level Properties on the same Garden Waste collection round;
- 25.9 Individual Authorities in the Authorities' Area may elect to specify that the Scheduled Garden Waste Collection is discontinued during the Christmas and New Year bank holiday period.

26 BRING SITES RECYCLING COLLECTIONS

- 26.1 The Service Provider shall collect Recycling from Bring Sites at the frequency required to ensure that Containers do not become full or/and overflowing;
- 26.2 The Service Provider may collect Recycling from Bring Sites on the same collection rounds provided to Households in Street Level Properties and Households in Communal Bin Properties;
- 26.3 The Service Provider shall collect any bagged and loose Waste at Bring Sites or within a 2 metre radius of a Container at Bring Sites and report the details of the incident to the Authorised Officer through the Information Technology System;

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- 26.4 As part of the Cleansing Services (specified in section 48 of this Specification), the Service Provider shall ensure that the exterior of the Bring Site Containers remains clean and free of dirt, other markings and spillages.

27 COLLECTION DAYS

- 27.1 The Service Provider shall provide Households in Street Level Properties with Residual Waste, Dry Recycling, Food Waste and Garden Waste Collections on the same day of the week;
- 27.2 The Service Provider shall not alter the Scheduled Collection Day of Households in Street Level Properties without the prior written consent of the Authorised Officer. If the Service Provider wishes to alter a Scheduled Collection Day, the Service Provider shall submit details of its proposal in writing to the Authorised Officer, specifying the proposed changes and the rationale for the request, including the impact on Households and the benefits to the Authorities and/or the Service Provider of altering the Scheduled Collection Day;
- 27.3 Where the Service Provider submits a proposal to alter a Scheduled Collection Day for one or more Households in Street Level Properties within six months of the applicable Waste Collection Service Commencement Date for such Household(s), the Authorised Officer shall not unreasonably withhold or delay consent. Other requests to alter a Scheduled Collection Day shall be considered on a case by case basis;
- 27.4 The Authorised Officer has the unqualified right to withhold consent to proposals from the Service Provider to alter a Scheduled Collection Day for a Household in a Street Level Property where the proposal would result in more than one change to a Scheduled Collection Day for such Household in any three year period.

28 ADDITIONAL INSTRUCTED COLLECTION

- 28.1 Following any Scheduled Collection and upon receipt of an instruction from the Authorised Officer the Service Provider shall return to collect any Contract Waste. If this instruction arises from circumstances which are not associated with a failure of the Service Provider to meet its obligations under this Specification, the instruction to return to collect shall be classified as an Additional Instructed Collection;
- 28.2 If the Additional Instructed Collection falls within the applicable threshold of Additional Instructed Collections, the Service Provider shall undertake the Additional Instructed Collection at no costs to the Authorities; otherwise the Service Providers shall charge the Authorities at the applicable Rate of Payment;

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- 28.3 The Authorities shall scrutinise the number of Additional Instructed Collections arising from the same Household and contact the Household to reduce or remove re-occurrences of Additional Instructed Collections.

29 COLLECTION POINTS AND AGREED COLLECTION POINTS

- 29.1 For Street Level Properties the default Collection Point shall be a Curtilage Collection, which is the area within the property boundary and at the edge of the property boundary adjacent to the highway but not on the highway. Where the Authorised Officer has notified an alternative collection point to the Service Provider, the Collection Point shall be that Agreed Collection Point;
- 29.2 For Communal Bin Properties the default Collection Point shall be an area located within the general curtilage of the Communal Bin Properties, which may be a bin store or a dedicated housing unit. Where the Authorised Officer has notified an alternative collection point to the Service Provider, the Collection Point shall be that Agreed Collection Point;
- 29.3 Where the default Collection Point is a bin store or a dedicated housing unit, as part of the Cleansing Services (specified in section 48 of this Specification), the Service Provider shall ensure that the exterior of each of the bin stores or dedicated housing units remains clean and free of dirt, other markings and spillages;
- 29.4 After emptying, the Containers shall be returned in an upright position, with any fitted lid closed, any locking mechanism locked precisely, and any doors or gates shut and/or locked to the Collection Point or the Agreed Collection Point;
- 29.5 The Service Provider must not return Containers:
- 29.5.1 so as to block or obstruct footpaths or driveways; or
- 29.5.2 to the Adopted Highway unless the Service Provider has been notified by the Authorised Officer that the Highway Authority has given its prior consent to this arrangement and liability arising out of the return of Containers to the Adopted Highway has been contractually allocated.

30 ACCESS ISSUES

- 30.1 The Service Provider shall deliver the Services to ensure Scheduled Collections from narrow access roads;
- 30.2 The Authorised Officer shall ensure that the Service Provider has all appropriate keys, security fobs, security codes and equipment for the opening and closing of locked gates, bin stores, barriers, drop bollards so as to ensure Scheduled Collections from Households in Street Level Properties and Communal Bin Properties. The Service

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Provider shall ensure that its staff keeps all such keys, security fobs, security codes and equipment in a secure/confidential manner. The Service Provider shall not obtain any additional or replacement keys, security fobs, security codes and equipment except from the Authorised Officer at the Service Provider's expense;

- 30.3 The Service Provider, in delivering the Services, shall open, close and lock all gates, doors, barriers, drop bollards as required;
- 30.4 The Service Provider shall promptly report any access problems to the Authorised Officer and take all reasonable steps to gain access to provide the Scheduled Collections to meet its performance obligations under this Specification;
- 30.5 When any construction or maintenance work is carried out on a part of any street within the Authorities' Area, or access cannot be gained due to temporary road closures or obstructions, the Service Provider shall make every reasonable attempt to perform and carry out the Services on the Scheduled Collection Day. The Service Provider shall be responsible for making further attempts to provide the Services to all affected properties on the Scheduled Collection Day. In all situations collections are to be made from all affected properties within 2 Working Days of the Scheduled Collection Day.

31 LITTER AND SPILLAGES

- 31.1 The Service Provider shall ensure that litter and spillages resultant from the Services are properly swept up and cleared before the Service Provider's staff and vehicle leave the road or premises where the litter or spillages occurred.

32 OPERATIONAL HOURS

- 32.1 The Service Provider shall not carry out collections from Households outside of the Maximum Operational Hours of 06:00 to 20:00, Monday to Saturday. In exceptional circumstances such as but not limited to during or after an Emergency or Exceptionally Inclement Weather, the Authorised Officer may permit the Service Provider to extend the Maximum Operational Hours.

33 COLLECTION SERVICE HOLIDAYS

- 33.1 The Service Provider shall treat all Bank and Public Holidays except Christmas Day and New Year's Day as Working Days;
- 33.2 In the event that the Government creates a new Bank or Public Holiday so that there are more than eight Bank and Public Holidays per annum then the new Bank or Public

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Holiday shall be treated as a Working Day and the Service Provider shall be entitled to payment at the applicable Rate of Payment.

34 DELIVERY OF COMMUNICATIONS

- 34.1 The Authorities shall work with the Surrey Waste Partnership to develop communications campaigns for the Authorities' Area. The campaigns shall include branding, messaging, design and production of communications materials;
- 34.2 The Service Provider may be required to deliver the following communications activities on behalf of the Authorities:
- 34.2.1 vehicle communications media: the Authorities shall pay for the production of the communications media and the Service Provider shall pay for the equipment required for vehicle communications media to be placed on vehicles and the installation of vehicle communications media;
- 34.2.2 service information leaflets and other promotional communications as may be required as part of the Services: the Authorities shall pay for the production and the cost of delivery of service information leaflets and other promotional communications and the Service Provider shall deliver service information leaflets and other promotional communications to Households in the Authorities' Area;
- 34.2.3 stickers and bin hangers: the Authorities shall pay for the production of stickers and bin hangers to inform Households of non-compliance issues (such as Contrary Materials, Excess Waste, Containers presented in incorrect Collection Point) or other promotional service-related messages and the Service Provider shall leave stickers and bin hangers with Households during the Scheduled Collection.

35 CONTRARY MATERIALS

- 35.1 Prior to emptying any Container the Service Provider's staff shall visually inspect the visible contents of the Containers for Contrary Materials and determine whether the contents are likely to meet the Acceptance Criteria;
- 35.2 Where the Service Provider finds Contrary Materials and determines that the contents will fail to meet the Acceptance Criteria, the Service Provider shall take the following actions:
- 35.2.1 all Containers – The Service Provider shall make all reasonable endeavours to separate the Contrary Materials from the Acceptable Materials. A notification shall be left with the Household which informs the Household of the reason why the Contrary Materials were not collected;

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- 35.2.2 Street Level Properties – Where the extent and/or the nature of the Contrary Materials make it impractical to separate, the Container shall be left un-emptied and a notification left with the Household which informs the Household of the reason why the Container was not emptied and what steps should be taken to rectify the situation;
- 35.2.3 Communal Bin Properties – Where the extent and/or the nature of the Contrary Materials make it impractical to separate, the Container shall be left un-emptied and the Service Provider shall label the Container to explain what arrangements will be made to empty the Container on either the same day as the Scheduled Collection or at the latest the following Working Day;
- 35.3 The Service Provider shall record and report to the Authorised Officer any location where Contrary Materials are found using the Information Technology System. The Authorities shall contact Households and/or managing agents to reduce or remove re-occurrences of Contrary Materials.

36 NEW DEVELOPMENTS

- 36.1 The Service Provider shall provide Waste Collection Services to Households in any new developments once any properties are occupied, notwithstanding that the roads in the development may not be in the Register of Adopted Highways;
- 36.2 The Authorised Officer shall advise the Service Provider of any roads and properties to which this applies. The Service Provider shall report to the Authorised Officer any new properties which are occupied for which an instruction has not been received.

37 ASSISTED COLLECTIONS

- 37.1 **Output 22 (Assisted Collections): The Assisted Collection Service meets the needs of those Households who are physically unable to present Waste Containers at the default Collection Points.**
- 37.2 In respect of those Households who are determined by the Authorised Officer as qualifying for an Assisted Collection, such Households will be included on the Assisted Collections List;
- 37.3 In respect of each Household included in the Assisted Collections List, the Service Provider shall, on the normal Scheduled Collection Day, collect or empty the Waste Containers from an Agreed Collection Point and shall return the emptied Waste Container to the Agreed Collection Point;
- 37.4 The Authorities shall receive applications from Households for Assisted Collections. The Authorities may make reasonable checks relating to the capacity of the new and

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existing applicants for Assisted Collections. The Authorities shall then place all successful or continuing applicants on the Assisted Collections List;

37.5 Additions and cancellations on the Assisted Collections List shall be notified by the Authorised Officer to the Service Provider.

38 OTHER NON-DOMESTIC SOURCES

38.1 **Output 23 (Other Non-Domestic Sources): The Waste Collection Service for Other Non-Domestic Sources is provided effectively and maximises the amount of waste segregated for reuse, recycling and composting.**

38.2 The Service Provider shall:

38.2.1 collect Residual Waste, Dry Recycling, Garden Waste and Food Waste from Other Non-Domestic Sources upon instruction of the Authorised Officer;

38.2.2 be entitled to collect waste from Other Non-Domestic Sources with waste collected from Households and/or Commercial Waste on the condition that the Service Provider provides an acceptable and accurate method for accounting the weight of the Waste arising from Other Non-Domestic Sources;

38.2.3 apply the servicing rules described in Output 21 to Other Non-Domestic Sources too.

39 COMMERCIAL WASTE COLLECTION SERVICE

39.1 **Output 24 (Scheduled Commercial Waste Collections): The Commercial Waste Service is managed effectively, maximises income to the Authorities and maximises the amount of waste segregated for reuse, recycling and composting.**

39.2 The Service Provider shall:

39.2.1 design, market and manage the Commercial Waste Service to include the collection of Residual Waste, Dry Recycling Waste and Food Waste;

39.2.2 provide a price and a standard service contract for a Commercial Waste Service upon request from any commercial premises within the Authorities' Area;

39.2.3 provide the Scheduled Commercial Waste Collection Service to all commercial premises that have a valid service contract;

39.2.4 individual Authorities' may elect to request the Service Provider to provide and manage a Scheduled Commercial Waste Collection Service to the Authorities' Premises;

39.2.5 operate and administer the charging system for the Commercial Waste Collection Service which shall include invoice generation and administration;

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- 39.2.6 accurately measure and record separately Household and Commercial Waste tonnage;
- 39.2.7 deliver the service to minimise contamination;
- 39.2.8 develop and implement innovative solutions in regards to the Commercial Waste Collection Service which benefit the Authorities;
- 39.2.9 provide the Customer Book to the Authorities on the expiry or termination of the Contract.

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OPERATIONAL REQUIREMENTS: STREET CLEANSING SERVICE

40 INTRODUCTION

40.1 The data in the data schedule set out the lengths and extent of the Adopted Highway which is within the scope of the Contract. For the avoidance of doubt the measurements state the length of the central line of the carriageway or footpath. The width to be cleaned includes the full extent of the highway. This will include the full width of the highway - back lines, hard or grass verges, footpaths, cycle lanes, channels, both carriageways, central islands and associated grassed areas. Area based measurements are given for separate associated open spaces near the Adopted Highway.

41 GENERAL CLEANSING REQUIREMENTS

41.1 The Service Provider shall cleanse the Street Cleansing Areas as set out in this Specification in accordance with the Cleansing Performance Standards.

41.2 **Output 25 (Street Cleansing Services): The Service Provider plans and delivers the Street Cleansing Services to meet the Authorities' Performance and Monitoring Standards.**

41.3 The Service Provider shall:

41.3.1 plan and implement the Street Cleansing Services to achieve and maintain the Cleansing Performance Standards;

41.3.2 plan and deliver the Street Cleansing Services to maximise the recycling of Street Cleansing Waste, particularly as part of litter picking activities;

41.3.3 develop the cleansing techniques and methods to be deployed in the delivery of the Street Cleansing Services. The Authorised Officer shall have the right to approve the cleansing techniques and methods;

41.3.4 keep all specified areas in the scope of the Contract in the Authorities' Area clean and free of litter, refuse and detritus to deliver the Cleansing Performance Standards;

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- 41.3.5 cleanse all Street Cleansing Areas to the Grade A standard as set out in the Code of Practice on Litter and Refuse (2006) (Cleansing Performance Standards) and ensure that the Street Cleansing Services are undertaken as may be necessary to maintain an overall cleansing standard of not less than Grade B- (B minus). The Authorities recognise that cleansing of litter (to Grade A) and detritus (to Grade A) may be undertaken separately and at different frequencies in order to meet and maintain the Cleansing Performance Standards;
- 41.3.6 deliver the Street Cleansing Waste to the Delivery Sites;
- 41.4 The Service Provider and the Authorities shall adopt accurate and systematic monitoring of the Street Cleansing Services through the deployment of adequate monitoring resources. If the Service Provider or the Authorised Officer identifies that cleanliness has fallen below the required Cleansing Performance Standard, the Service Provider shall cleanse and restore the Street Cleansing Area to Grade A within the specified Rectification Period for that area's Priority Zone;
- 41.5 When cleansing dual carriageways, the Service Provider shall cleanse the central reservation in accordance with the traffic management arrangements implemented by the Highway Authority, Highways Agency or Department for Transport. The Service Provider shall be required to provide the necessary traffic management arrangements to enable mechanical channel sweeping of the nearside of the carriageway as well as to enable litter picking of the adjacent verge to the nearside of the carriageway and, where required, footway sweeping;
- 41.6 When cleansing heavily parked roads, the Service Provider shall provide the necessary traffic management arrangements to enable regular mechanical channel sweeping of the nearside of the carriageway as well as to enable litter picking of the adjacent verge to the nearside of the carriageway and, where required, footway sweeping;
- 41.7 In addition to the general cleansing requirements, the following service requirements shall apply to the Street Cleansing Services.

42 CLEARANCE OF LEAF/BLOSSOM

- 42.1 The Service Provider shall remove leaf and blossom fall from the Street Cleansing Areas to the same standards and at the same frequency as other litter and detritus. During autumn periods of leaf fall the Service Provider may need to increase the frequency of the Street Cleansing Services in affected Street Cleansing Areas in order to maintain the Cleansing Performance Standards. The Service Provider shall cleanse, on instruction by the Authorised Officer, streets that are either reported, or identified, as being affected by potentially hazardous leaf fall.

43 ENHANCED CLEANSING

- 43.1 The Authorised Officer may instruct the Service Provider to carry out further cleansing and other tasks in prescribed Street Cleansing Areas to supplement the street cleansing

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activities and to exceed the Cleansing Performance Standards, predominantly in retail and commercial town centres.

44 REMOVAL OF DEAD ANIMALS

44.1 The Service Provider shall remove dead animals from the Adopted Highway within 3 Working Hours of discovery or notification and shall dispose of such dead animals at a site or sites specified by the Authorised Officer;

44.2 If the dead animal is a dead domestic pet, such as a dog or cat, the Service Provider shall check the dead animal for any identification including scanning it for a microchip implant and report the incident to the Authorised Officer through the Information Technology System. The Service Provider shall remove the dead pet to a cold store provided for this purpose by the Service Provider for a minimum period of 15 Working Days to enable the pet owner to retrieve the pet. If after 15 Working Days, there is no prospect of the pet owner retrieving the pet, the Service Provider shall dispose of the dead pet.

45 PAVEMENT WASHING AND PEDESTRIAN SUBWAYS

45.1 The Authorised Officer may instruct the Service Provider to wash mechanically paved areas and pedestrian subways.

46 EVENTS CLEANSING

46.1 When markets (whether regular markets or occasional) or Approved Special Events (e.g. street parties, cycle races, Remembrance Sunday) are held in a specified road or parts of a road, the Service Provider shall programme Street Cleansing Services for that day for the area occupied or directly affected by the market or Approved Special Event and shall cleanse the area affected in accordance with its corresponding Cleansing Performance Standard within two Working Hours of the closure of the Market or Approved Special Event;

46.2 The Authorised Officer may instruct the Service Provider to provide extra cleansing resources and assist the event organisers. This may also include the provision of Waste and Recycling Containers for the event users.

47 INSTALLATION, EMPTYING, CLEANING AND REMOVAL OF STREET LITTER BINS AND DOG WASTE BINS

47.1 The Service Provider shall as part of the Street Cleansing Services:

47.1.1 empty and cleanse litter and dual recycling litter bins and dog waste bins, as necessary, in order to ensure that no bin is ever more than 75% full;

47.1.2 ensure that the exterior of litter and dual recycling litter bins remains clean and free of dirt, other markings and spillages; and

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- 47.1.3 clean each dog waste bin on a regular cycle to ensure that the appearance of the bin is acceptable and in a hygienic and clean condition;
- 47.2 When emptying a bin, the Service Provider shall:
 - 47.2.1 remove any litter within a 2 metre radius of the bin;
 - 47.2.2 where applicable to that type of bin being emptied, provide and line the bin with a replacement sack or bin liner, and ensure the bin is securely closed and locked;
 - 47.2.3 ensure that the compartments of the dual recycling litter bins are collected separately and that the recycling fraction is sent for recycling; and
 - 47.2.4 empty and wipe clean any ash trays on bins and other street furniture.
- 47.3 As part of the Street Cleansing Services, the Service Provider shall ensure that each bin is thoroughly cleaned inside and out, using water and an approved cleaning agent, not less than twice a year at an interval of no more than seven months between each cleaning. The Service Provider shall ensure, when carrying out such washing, that any drainage holes in the bins and associated liners are clear and free running;
- 47.4 The Authorised Officer may instruct the Service Provider to:
 - 47.4.1 install and service new, replacement or additional litter, dual recycling litter bins and dog waste bins, or replace parts, and the Service Provider shall provide a stock of bins and parts for this purpose; or
 - 47.4.2 remove a litter or dual recycling litter bin or dog waste bin and return it to stock.

48 CLEANING OF BRING SITE CONTAINERS, BIN STORES AND DEDICATED HOUSING UNITS

- 48.1 The Service Provider shall as part of the Street Cleansing Services:
 - 48.1.1 ensure that the exterior of the Bring Site Containers remains clean and free of dirt, other markings and spillages. Bring Site Containers are specified in clause 26;
 - 48.1.2 ensure that the exterior of each of the bin stores or dedicated housing units in Communal Bin Properties remains clean and free of dirt, other markings and spillages. Bin stores and dedicated housing units are specified in clause 29.3.

49 CLEARANCE OF FLY TIPPED AND ABANDONED WASTE

- 49.1 The Service Provider shall as part of the Street Cleansing Services remove within 1 Working Day:
 - 49.1.1 any accumulation of waste up to and including 2.5 cubic metres in volume, from any part of an Adopted Highway;
 - 49.1.2 subject to clause 49.1.4, any item or items of fly tipping or unwanted items of furniture and other household items of any size from any part of an Adopted Highway;

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- 49.1.3 transport and deliver accumulated waste and fly-tipped or unwanted items removed to a Delivery Sites for re-use, recycling or disposal;
- 49.1.4 if the Service Provider identifies accumulations of waste larger than 2.5 cubic metres in volume or that the removal of any item of fly tipping or unwanted items of furniture or other household items requires mechanical handling, then the Service Provider shall obtain the instructions of the Authorised Officer prior to removing, transporting and delivering the waste to a Delivery Site for re-use, recycling or disposal;
- 49.2 Prior to its removal the Service Provider shall photograph all fly-tipped waste and search through the fly-tipped material for any indication of the origin of the waste to support the Authorities' enforcement functions. The Service Provider shall record and report details of the incident to the Authorised Officer through the Information Technology System, such details to include photographic and other evidence, including the location and the type of waste categorised as per waste types input into 'Flycapture', the national web-based fly-tipping database, managed by the Environment Agency on behalf of the Department for the Environment, Food and Rural Affairs (DEFRA).

50 CLEANSING OF PRECINCTS AND SURFACE CAR PARKS

- 50.1 For those precincts and car parks included in the Street Cleansing Areas, the Service Provider shall as part of the Street Cleansing Services cleanse each precinct and car park in accordance with the Cleansing Performance Standard which corresponds with:
 - 50.1.1 that precinct's or car park's specific assigned Priority Zone; or
 - 50.1.2 where the precinct or car park has not been assigned a specific Priority Zone, the Priority Zone of the street by which the car park is entered.
- 50.2 The Service Provider shall open, close and lock gates and barriers as part of the Street Cleansing Services and ensure that the Service Provider's staff has the appropriate keys and equipment to facilitate this work.

51 REMOVAL OF GRAFFITI AND FLY POSTING

- 51.1 The Service Provider shall as part of the Street Cleansing Services:
 - 51.1.1 remove fly-posting, stickers or other defacing materials; and
 - 51.1.2 remove or cover graffiti. This shall include, but not limited to, publicly owned buildings, highway surfaces, car parks, street furniture, walls, fences;
 - 51.1.3 The removal shall take place as discovered by the Service Provider or notified to it, within the following timeframe:
 - (a) fly-posting, stickers and other defacing materials: 3 Working Days;
 - (b) graffiti: 3 Working Days; and

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(c) offensive graffiti, fly posting, stickers or other defacing materials: 4 Working Hours;

51.2 The Service Provider shall record and report details of the incident (including its location and photographic evidence) to the Authorised Officer through the Information Technology System. If the flyposting has identifiable contact information, photographic evidence of this, and where practicable, the fly posting material, shall be provided to the Authorised Officer to support the Authorities' enforcement functions;

51.3 The Authorised Officer may instruct the Service Provider to remove graffiti from privately owned property following request by the property owner to the Authorised Officer.

52 CLEANSING OF ITEMS OF STREET FURNITURE AND SIGNAGE

52.1 The Service Provider shall as part of the Street Cleansing Services cleanse items of street furniture and signage, including but not limited to seating, lighting columns and handrails so that the Street Furniture and Signage is kept clean and free of debris and stains. The Service Provider shall remove graffiti, fly posting, stickers and other defacing items as discovered by or notified to it and as set out in section 51 of this Specification.

53 REMOVAL AND MANAGEMENT OF HIGHWAY WEEDS

53.1 The Service Provider shall as part of the Street Cleansing Services manage (to include the removal of) weeds from all highways surfaces (including refuges, central reservations, lay-bys and car parks) within the Street Cleansing Areas using an approved herbicide;

53.2 The Service Provider's methods shall provide effective control of weeds through minimising re-growth, minimising the potential for plant reproduction and destroying root systems. The Service Provider shall ensure that any application of herbicide is carried out in such a way as to minimise the risk of contamination of the surface water and drainage system. The Service Provider's use of herbicide must be in compliance with the manufacturer's label recommendations, relevant legislation and COSHH Regulations;

53.3 The primary growing season shall be anticipated to fall between March and November. This is dependent on local climatic conditions and may be extended or reduced as agreed with the Authorised Officer;

53.4 The control of weed growth shall be divided into 2 categories: Highway Hard Surface Weeds and Injurious and Noxious Weeds.

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53.5 HIGHWAY HARD SURFACE WEEDS

- 53.5.1 The Service Provider shall apply a hazard free formulation of a translocated, non-residual herbicide (glyphosate or equivalent) with prior approval of the Authorised Officer. This should be applied on a minimum of 2 occasions, at optimum periods each year, at the locations identified by the Authorised Officer;
- 53.5.2 The Service Provider shall apply the above method to adopted footways as requested by the Authorised Officer;
- 53.5.3 The Service Provider's application of the herbicide shall provide effective control of weed growth on all kerbs, channels, traffic islands, footways and solid backlines. The Service Provider shall take care not to spray on cultivated or grassed areas.

53.6 INJURIOUS AND NOXIOUS WEEDS

- 53.6.1 The Service Provider shall treat and/or remove injurious or noxious weeds, (primarily Ragwort, Japanese Knotweed and Giant Hogweed) on the highway in the schedules provided by the Authorised Officer as required. The control measures used shall be appropriate to the species and applied at optimum periods each year, in accordance with current best practice or the instruction/agreement of the Authorised Officer. The Ragwort Control Act 2003 and associated Code of Practice shall be followed.

53.7 ADDITIONAL WEED CONTROL

- 53.7.1 The Authorised Officer may instruct the Service Provider to undertake additional weed control and the associated Rate of Payment shall apply.

54 EMERGENCY ASSISTANCE

- 54.1 The Service Provider shall at the request of the Authorised Officer provide resources to the Authorities to support gritting activities during or in anticipation of wintry weather conditions. Such areas will include, but will not be limited to, key priority routes, including shopping areas, car parks, pavements and schools.