

# LONDON BOROUGH OF CAMDEN ENVIRONMENT SERVICES CONTRACT SCHEDULE 2: SERVICE SPECIFICATION

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### **GENERAL PROVISIONS**

#### 1 INTRODUCTION

- 1.1 This Schedule 2, Service Specification ("Specification"), defines Camden's ("the Authority") requirements for the Environment Services Contract ("the Contract"). The Contractor shall perform the Services in accordance with the requirements set out in this Schedule.
- 1.2 In this Specification, the words and expressions used shall have the meanings set out in Schedule 1, Definitions, and the Glossary of Terms.

#### 2 SCOPE

2.1 The Contract shall include the following services ("Services"):

#### 2.1.1 Waste Collection Services

- (a) Household Residual Waste Collection
- (b) Household Bulky Waste Collection
- (c) Household Garchey Waste Collection
- (d) Household Clinical Waste Collection
- (e) Other Non-Domestic Residual Waste Collection
- (f) Business Residual Waste Collection

#### 2.1.2 Recycling Services

- (a) Household Dry Recycling Collection
- (b) Household Food Waste Collection
- (c) Household Garden Waste Collection
- (d) On-Street Dry Recycling Collection
- (e) Christmas Tree Recycling Collection
- (f) Other Non-Domestic Dry Recycling Collection
- (g) Other Non-Domestic Food Waste Collection
- (h) Business Dry Recycling Collection
- (i) Business Food Waste Collection
- (j) White Goods Collection

#### 2.1.3 Cleansing Services

- (a) Street Cleansing
- (b) Estates Cleansing
- (c) Parks and Open Spaces Cleansing
- (d) Litter Bin, Dog Bin and Cigarette Bin Emptying
- (e) Leaf Fall Collection
- (f) Dead Animals Clearance
- (g) Special Events Cleansing
- (h) Street Markets Cleansing
- (i) Removal of Flytipped and Abandoned Materials
- (j) Graffiti, Drug Paraphernalia and Flyposting Removal
- (k) Weed Control and Removal

#### 2.1.4 Winter Service

- (a) Gritting and Snow Clearance
- (b) Manual Snow and Ice Clearance

- (c) Salt/Grit Bin Management
- (d) Salt Supply and Storage
- (e) Salt Loading

### 2.1.5 Other Services

- (a) Business Recycling and Waste (Sales and Marketing)

- (b) Customer Services(c) Communications(d) Container Management

### **GENERAL SPECIFICATION**

#### 3 OUTLINE

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

#### 4 OVERALL SERVICES OBJECTIVES AND SERVICES MANAGEMENT

Output 1 - Annual efficiency savings and performance reviews deliver the anticipated benefits to the Authority.

Output 2 - The principles and objectives of a partnership approach are applied in a spirit of openness, trust and co-operation.

Output 3 - The Contractor delivers and takes ownership of the Contract Targets to ensure successful delivery of the Services for the duration of the Contract.

Output 4 - Appropriate mechanisms for measuring and reporting Key Outcome Targets for all Service activities are developed and applied, with performance against these reported to the Authority.

Output 5 - The monitoring of the Contract by the Contractor reflects the actual performance of the Services, identifies and improves poor performance or customer dissatisfaction and resolves issues in a timely manner.

- 4.1 The Contractor shall:
- 4.1.1 develop, to the approval of the Authorised Officer, and subsequently provide an Annual Service Report, as set out in Schedule 11, Contract Management. The Annual Service Report shall summarise the performance achieved by the Contractor during the Contract Year;
- 4.1.2 develop, to the approval of the Authorised Officer, and subsequently provide an Annual Service Improvement Plan as set out in Schedule 11, Contract Management. The Annual Service Improvement Plan shall provide a strategic overview of the service initiatives that are planned for the next Contract Year;
- 4.1.3 design, to the approval of the Authorised Officer, and subsequently provide and manage the monthly Performance Reports and Service Reports, as set out in Schedule 11, Contract Management;
- 4.1.4 be responsible for monitoring its own performance against the requirements of the Contract and report to the Authorised Officer on its performance of the Services in the Performance Reports and Service Reports;
- 4.1.5 notify to the Authorised Officer of any performance defaults and rectify such defaults as set out in Schedule 4, Payment and Performance; and

4.1.6 develop and maintain Schedule 3, Method Statements to set out how the Services shall be provided and perform the Services in accordance with Schedule 3, Method Statements.

#### 5 LOCAL ECONOMIC DEVELOPMENT

# Output 6 - The Contractor supports the Authority by delivering Services which contribute to economic growth in the borough.

- 5.1 The Contractor shall:
- 5.1.1 create at least 24 new apprenticeship positions (6 live at any one time) for Camden residents over the Contract Period, and 20 work based placements per annum for any 16+ year olds Not in Education, Employment or Training (NEET);
- 5.1.2 commit to the Authority's 20% local employment target relating to vacancies;
- 5.1.3 engage local businesses and support the local economy; and
- 5.1.4 work with Voluntary and Community Sector organisations during the delivery of the Services.

#### 6 MANAGEMENT INFORMATION SYSTEM

Output 7 - The Management Information System (MIS) records and reports all data and information relating to the delivery of the Services in real-time and takes full advantage of developments in new technology.

- 6.1 The Contractor shall design, provide and manage the MIS to:
- 6.1.1 deliver operational management information, including Health and Safety, and to monitor and report the real-time performance of the Services;
- 6.1.2 measure and record data accurately and transparently for the day-to-day management of the Contract and to report against agreed Contract Targets and Key Outcome Targets;
- 6.1.3 provide Performance Reports and Service Reports on a monthly basis for the performance monitoring of the Contract as required by the Authorised Officer;
- 6.1.4 measure and record data accurately and transparently for cost information of the Contract and for the generation of accurate monthly invoices as approved by the Authorised Officer; and
- 6.1.5 provide any further information to the Authorised Officer as reasonably requested, including information that is needed to complete statutory returns and other similar requirements.

- 6.2 The Contractor shall provide a single MIS that:
- 6.2.1 is available to the Authority at all times on an ongoing basis, acknowledging scheduled maintenance downtime;
- 6.2.2 has extensive database management capabilities to enable 'one version of the truth', holding accurate Local Land Property Gazetteer (LLPG), UPRN and USRN data with automated daily updates;
- 6.2.3 includes 'live' interactive dashboards to monitor service delivery and report on contractual performance;
- 6.2.4 takes full advantage of innovation and new technologies, the development of new interfaces and software upgrades and regular enhancements during the Contract Period;
- 6.2.5 is able to adopt common Application Programming Interfaces (APIs) and data standards as part of the DCLG Local Waste Service Standards, enabling channel shift to online self service;
- 6.2.6 includes a bespoke online solution that applies the Authority's UI Standards to the workflows, has single sign-on authentication built in with the Camden Account and Business Portal, supports the Authority's Open Data Platform and integrates with a publicly accessible web-based reporting system;
- 6.2.7 meets the legislative and good practice requirements in relation to information and data protection, security, integrity and audit, including compliance with data retention and storage, and Freedom of Information;
- 6.2.8 has in place and implements arrangements in relation to data maintenance, data backup and data recovery procedures, and disaster recovery; and
- 6.2.9 includes functionality where available to enable the Authority to discharge its enforcement functions.

#### 7 CUSTOMER SATISFACTION

# Output 8 - The Services are operated in a manner that maintains a high level of customer satisfaction.

- 7.1 The Contractor shall provide the Services to:
- 7.1.1 meet the Customer Satisfaction Contract Target, which will include methods for recording customers' views and feedback of the Services to assist in developing and improving the Services and meet local needs.
- 7.1.2 recognise the specific requirements of deprived areas, vulnerable people and the diverse and transient nature of the communities within the Authority Area; and

7.1.3 involve the Authority's local community, including but not limited to, Community Researchers, residents and Council tenants and leaseholders.

#### 8 CUSTOMER SERVICES

# Output 9 - The Contractor promptly supports the Authority in dealing with enquiries, complaints and service requests.

- 8.1 The Authority shall be responsible for the 'end to end' management of all Councillor and MP enquiries, Stage 2 complaints and Freedom of Information requests.
- 8.2 The Contractor shall:
- 8.2.1 provide and manage a customer service operation, including call handling, complaint investigation and processing service payments;
- 8.2.2 provide quality customer services in line with the Authority's Customer Care Standards and adhere to the following minimum standard:

Standard	Target
% of all calls answered	95%

- 8.2.3 receive, record, manage and resolve all written, email, social media and webbased enquiries, complaints and service requests submitted from residents, businesses and visitors in relation to the Contract;
- 8.2.4 respond to requests for information by adhering to the Authority's complaints procedure and the following minimum standards:

Туре	Acknowledgement (Working Days)	Response (Working Days)
General Enquiry	2	10
Service Request	2	10
Stage 1 Complaint	2	20

8.2.5 encourage and support channel shift away from telephony to online customer self service and transactions available on a 24/7 basis.

#### 9 HEALTH AND SAFETY

Output 10 - The health, safety and welfare of all persons who may be affected by the operations and activities performed by the Contractor as part of the Contract is safeguarded.

Output 11 - Appropriate mechanisms to report and act on any near misses, accidents, incidents, dangerous occurrences or ill-health are in place.

- 9.1 The Contractor shall:
- 9.1.1 adopt safe working practices that meet or exceed the highest standards set by the Health and Safety Executive (HSE) or industry good practice guidance;
- 9.1.2 comply with all current and future regulations, legislation, guidance and working rules that apply to the Services delivered as part of the Contract, ensuring the highest standard of safety for all the Contractor's staff employed on the Contract, third parties and the public;
- 9.1.3 carry out risk assessments for all relevant activities carried out as part of the Contract. These are to be detailed as part of the Health and Safety Plan. The Health and Safety Plan shall be reviewed and updated throughout the Contract Period to reflect changes in regulations, legislation, guidance and working rules that apply to the activities and facilities under the Contract to ensure the highest standards of safety;
- 9.1.4 have procedures in place for monitoring and reviewing the Health and Safety performance of the Contractor's staff, and share information, collection routes and route-specific risk assessments with the Authority;
- 9.1.5 be responsible for the suitable and safe use of the equipment used in the provision of the Services. Equipment shall be suitable for purpose and maintained in safe working order as required under the Provision and Use of Work Equipment Regulations 1998 (PUWER). All equipment shall be operated by trained operatives who will be supplied and equipped with all safety wear and equipment at the Contractor's expense in order to comply with the relevant provisions in the Health and Safety at Work etc. Act 1974 (as amended);
- 9.1.6 conform to an ISO 45001:2016 Occupational Health and Safety Management System (or equivalent). Certification shall be obtained within the first 12 months of the Service Commencement Date;
- 9.1.7 provide and maintain all necessary fire-fighting, pollution control and health and safety facilities at all Depots and Sites required to deliver the Services, commensurate with the requirements of the fire and other statutory Authorities and in compliance with leases, licences, planning requirements and permits;
- 9.1.8 provide and maintain adequate first aid facilities, appropriately qualified first aiders and suitable PPE for the Contractor's staff and site visitors;
- 9.1.9 record any accidents or incidents and report to the Authority through the Management Information System as soon as practicable. The Authority shall be notified by the Contractor of any RIDDOR accidents or incidents that are reported to the HSE; and
- 9.1.10 actively promote a positive approach to Health and Safety in service delivery arrangements, including joint working with the Authority to proactively monitor waste and recycling collections throughout the Contract.

#### 10 COMMUNICATIONS

Output 12 - The Communications Service designed, provided and managed by the Contractor positively changes public behaviour on the environmental issues relating to this Contract.

- 10.1 The Contractor shall:
- 10.1.1 develop, implement, review and update an Environment Services Contract Communications Plan ("the Communications Plan") on an annual basis, taking into account the diverse and transient communities within the Authority Area;
- 10.1.2 agree the Communications Plan with the Authorised Officer from both an operational and a strategic perspective, including sign-off procedures;
- 10.1.3 ensure that all communications activities delivered are effectively evaluated, including evidence of the impact and reach;
- 10.1.4 provide an evidence based channel strategy for delivering key messages to the Authority's diverse and transient population;
- 10.1.5 encourage and support channel shift towards social media;
- 10.1.6 provide effective methods of communication to meet the needs of all local residents, including people with disabilities and those for whom English is not a first language;
- 10.1.7 target different audiences taking into account local residents' preferences for receiving information and associated communications channels;
- 10.1.8 be responsible for the design and print of communications materials, including adhering to the Authority's corporate design guidelines and liaising with the Authority's creative services team for access to competitively priced offers;
- 10.1.9 operate within agreed media protocols, including dealing with the press;
- 10.1.10 foster good working relationships and coordination with the Authority, the NLWA's communications activities and other local, regional and national campaigns; and
- 10.1.11 propose solutions to increase the level of community engagement and partnership working and how these will align with the Authority's existing engagement activities.

#### 11 QUALITY AND ENVIRONMENTAL MANAGEMENT

Output 13 - Accredited Quality and Environmental Management Systems are in place throughout the Contract.

- 11.1 The Contractor shall:
- 11.1.1 implement measures to meet the Environmental Management Contract Target, which will include methods for reducing carbon emissions and particulate matter associated with the direct operations of the Services until the designated delivery point;
- 11.1.2 design, maintain and review 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 9001:2015 (or equivalent) and ISO 14001:2015 (or equivalent). Certification shall be obtained within the first 12 months of the Service Commencement Date; and
- 11.1.3 permit the Authorised Officer access to and inspection of all relevant records and information relating to the maintenance of the accreditation of the Quality and Environmental Management Systems, including verification by external inspectors and auditors.

#### 12 EMERGENCY WORK

Output 14 - The Service is designed, provided and managed to deal with Emergencies and is responsive to customer needs at all times.

- 12.1 The Contractor shall:
- 12.1.1 have in place an Emergency Plan for the Contract to ensure the delivery of each element of the Services;
- 12.1.2 provide an out of hours response service; and
- 12.1.3 have a plan to reprioritise Resources, if necessary, to support the response to Emergencies.

#### 13 DISRUPTION OF SERVICES

Output 15 - The Business Continuity and Disaster Recovery Plan designed, maintained, reviewed and, where necessary, implemented by the Contractor to reduce, mitigate and/or negate the impact of failure of the Services in whole or part.

- 13.1 The Contractor shall design, maintain, review and, where necessary, implement the Business Continuity and Disaster Recovery Plan for the Contract for the delivery of each element of the Services, including, where relevant and as a minimum:
  - (a) loss of use of buildings (e.g. fire, theft, utility failure);

- (b) failure of Vehicles, Plant and Equipment;
- (c) failure of suppliers of goods and services;
- (d) non-availability of staff (e.g. flu pandemic);
- (e) non-availability of delivery points and sorting facilities;
- (f) disruption to Services for any reason including extreme weather and environmental incidents (e.g. fuel / chemical spillages);
- (g) civil Emergency or unrest, energy failure, fuel shortages or any industrial action; and
- (h) failure and resilience of the Management Information System and/or any other IT systems.
- 13.2 The Contractor shall agree with the Authorised Officer the Business Continuity and Disaster Recovery Plan for the Contract which shall be reviewed and updated on an annual basis or in response to any significant incident.

#### 14 MOBILISATION AND HANDBACK

Output 16 - The transition and mobilisation of the Services from the date of Contract Award to the Service Commencement Date is seamless and continuity of the Services is maintained.

- 14.1 The Contractor shall:
- 14.1.2 develop, implement, monitor and review the effectiveness of the Contract Mobilisation Plan to set out the details of the transition and mobilisation of the Services, which shall also account for all potential service disruptions, failures and delays.

# Output 17 - The Exit Plan is available prior to Contract Expiry or Contract Termination.

- 14.2 The Contractor shall:
- 14.2.1 develop, maintain and update the Exit Plan, which as a minimum shall include the responsibilities and the ownership of the following at expiry or termination of the Contract: Vehicles, Plant and Equipment, Sites, the data in the Management Information System used to manage and operate the Services and TUPE information.

#### 15 CONTAINER MANAGEMENT

Output 18 - The Containers used in the delivery of the Services are managed effectively by the Contractor to ensure that customers are in receipt of the appropriate Containers to take part in the Services.

15.1 Containers shall include, but not limited to, Business Recycling and Waste Bins, Wheeled Bins, Recycling Boxes, Food Waste Caddies, Communal Bins,

On-Street Recycling Bins, Commuter Bins, Litter Bins, Dog Bins, Cigarette Bins, Salt/Grit Bins, Disposable Sacks, Reusable Bags, Caddy Liners.

- 15.2 The Authority shall be responsible for the financing of Containers (with the exception of Business Recycling and Waste Bins, Disposable Sacks, Caddy Liners) through Prudential Borrowing in the event of a Service Redesign or New Services requiring the introduction of new Containers.
- 15.3 The Authority shall be responsible for paying 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.
- 15.4 The Contractor shall be responsible for the procurement of Containers and have the freedom to design the methods of containerisation.
- 15.5 The Contractor shall be responsible for paying for the replacement of any Containers where the damage to the Containers is as a result of inappropriate behaviour or practice of the Contractor's staff, inappropriate vehicle settings for lifting Containers or Containers not returned as set out in this Specification.
- 15.6 The Contractor shall for all Services:
- 15.6.1 produce and maintain a system of stock control of all Containers;
- 15.6.2 provide premises for the safe and secure storage of Containers;
- 15.6.3 carry out scheduled routine maintenance, including Container washing;
- 15.6.4 complete reactive repairs and maintenance to Containers within 5 Working Days of instruction or notification;
- 15.6.5 complete off-site Container refurbishments within 7 Working Days of receiving returned stock;
- 15.6.6 deliver and/or retrieve Containers within 3 Working Days of instruction or notification, and replace Containers on a 'like for like' basis, with the exception of a requirement for new Containers arising out of a Service Redesign or New Services; and
- 15.6.7 ensure that any spare parts are removed from unsuitable Containers and those damaged beyond economic repair for reuse and the main bodies are taken for recycling.

#### 16 VEHICLES, PLANT AND EQUIPMENT

Output 19 - The Vehicles, Plant and Equipment used in the delivery of the Services are managed and maintained effectively by the Contractor.

- 16.1 The Authority shall be responsible for the financing of Vehicles through Prudential Borrowing to deliver the Services.
- 16.2 The Contractor shall be responsible for the procurement of Vehicles and have the freedom to design the fleet.
- 16.3 The Contractor shall:
- 16.3.1 maintain an accurate and up to date electronic schedule of Vehicles, Plant and Equipment throughout the Contract and this schedule shall be available to the Authority on an ongoing basis;
- 16.3.2 ensure Vehicles, Plant and Equipment be of a design and condition which is suitable for the delivery and performance of the Services and maintained in accordance with the manufacturer's instructions;
- 16.3.3 ensure sufficient frontline and reserve/spare Vehicles, Plant and Equipment at all times. A lack of suitable Vehicles, Plant and Equipment shall not be considered a valid reason for non-performance of the requirements of the Contract;
- 16.3.4 be fully responsible for licensing all 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 Vehicles, Plant and Equipment employed in the performance of the Services;
- 16.3.5 ensure all Vehicles comply with the Authority's Green Vehicle Fleet Standard, and explore biodiesel fuel supply arrangements;
- 16.3.6 comply with the Safer Lorry Scheme and ensure all Vehicles over 3.5 tonnes gross vehicle weight are fitted with safety equipment to help protect vulnerable road users;
- 16.3.7 maintain FORS (Fleet Operator Recognition Scheme) Gold accreditation (or equivalent) and subsequent accreditations for the duration of the Contract. This standard shall be obtained within the first 12 months of the Service Commencement Date;
- 16.3.8 provide in-cab technology on all Vehicles to log real-time service issues, providing customers with accurate and up-to-date service information;
- 16.3.9 provide real-time vehicle tracking and communication systems enabling both the Contractor and the Authority to locate and contact Vehicles at any time during Operational Hours; and
- 16.3.10 ensure suitable facilities are available for the maintenance of Vehicles, Plant and Equipment used in the delivery of the Services.

#### 17 DEPOTS AND FACILITIES

# Output 20 - The Depots required for the delivery of the Services are managed effectively by the Contractor.

- 17.1 The Contractor shall be responsible for managing the Depots and Facilities for the Services, in accordance with Schedule 8 of the Contractual Arrangements.
- 17.2 The Contractor shall have the freedom to select any of the Depots offered by the Authority or use their own Depot(s).
- 17.3 The Contractor shall consider that some Depots and Facilities used for the delivery of the Services in the Authority Area may be shared with other service providers to the Authority and that the Contractor shall be responsible for managing its designated area having due regard to other service providers.
- 17.4 The Authority shall provide the following Depots for the Cleansing Services:
  - 79 Holmes Road, London, NW5 3AP (Mon-Sun 06:00-22:00)
  - 211 Arlington Road, London, NW1 7HD (Mon-Sun 06:00-22:00)
  - Cockpit Yard, off Northington Street, London, WC1N 2NP (Mon-Sun 06:00-22:00)
  - Kilburn Grange Park, Palmerston Road, London, NW6 2JL (Mon-Sun 06:00-22:00)
  - Webheath, Netherwood Street, London, NW6 2JR (Mon-Sun 06:00-22:00)
- 17.5 The Authority shall provide a storage facility at Cedar Way Industrial Estate, Camley Street, London, N1C 4PD to hold up to 400 tonnes of salt/grit.
- 17.6 The Authority shall provide CNG refuelling facilities for contingency use and parking spaces at York Way Depot, 7 York Way, Freight Lane, London, N1C 4BE available on a 24/7 basis. The Contractor shall abide by the site rules and shall pay the agreed pump price.

#### 18 DELIVERY SITES

# Output 21 - All Contract Waste is delivered to the Delivery Sites specified by the Authority.

- 18.1 The Contractor shall deliver all Contract Waste to either the following NLWA Delivery Sites or other Delivery Sites as agreed in advance with the Authority from the Service Commencement Date:
- 18.1.1 Hornsey Street, Islington, London, N7 8TP

Residual Waste, Bulky Waste, Dry Recyclable Waste, Garden Waste, Street Cleansing

- Monday 07:00-00:00
- Tuesday to Friday 07:00-23:30

- Saturday 07:00-23:00
- Sunday 08:30-17:00

18.1.2 London Waste Limited, Advent Way, Edmonton, London, N18 3AG

Residual Waste, Bulky Waste, Garchey Waste, Food Waste, Garden Waste

- Monday to Friday 07:00-17:00
- Saturday 07:00-14:00

Energy Centre / Fuel Preparation Plant

• 24 hours / 7 days per week

18.1.3 Hendon Rail Transfer Station, Brent Terrace, London, NW2 1LN

Residual Waste, Garchey Waste, Dry Recyclable Waste

- Monday to Friday 07:00-17:00
- Saturday 07:00-12:00
- 18.1.4 Biffa Atlas, Edmonton Recycling Facility, Unit 2 Aztec 406, 12 Ardra Road, off Meridian Way, Edmonton, London, N9 0BD

Dry Recyclable Waste

- 24 hours / 7 days per week
- 18.1.5 Regis Road Recycling and Reuse Centre, Regis Road, London, NW5 3EW
  - Monday to Sunday (and Bank Holidays) 08:00-15:45
- 18.2 The Contractor shall:
- 18.2.1 design collection days/rounds, allowing for:
  - (a) opening times at Delivery Sites and Depots;
  - (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 by delivering Contract Waste within agreed timeslots; and
  - (d) only vehicles registered with the Authority and the Delivery Site Operators shall be authorised to deliver Contract Waste and tip at the Delivery Sites.
- 18.2.2 comply with the Delivery Sites' rules and any operational, Health and Safety related requests and directions made by the Delivery Sites Operators whilst operating on the Delivery Sites.
- 18.3 If a Delivery Site becomes unavailable, the Authorised Officer shall instruct the Contractor on the Delivery Site where Contract Waste shall be delivered.
- 18.4 The Authority may alter the Delivery Sites either temporarily or permanently during the Contract.

- 18.5 The Authority shall have the right to direct certain amounts of Contract Waste to any Delivery Sites from time to time and with any reasonable notice to fulfil the operational needs and requirements of the Delivery Site Operators. The Contractor shall comply with all requests to direct or re-direct Contract Waste.
- 18.6 The Contractor shall manage the process of offloading the Vehicles so that the Vehicles can enter the Delivery Site, offload Contract Waste and conduct the necessary weighing activities as quickly as is reasonably possible.
- 18.7 Upon delivering Contract Waste to the Delivery Site, the Contractor shall make a visual appraisal of the discharged load prior to departing the Delivery Site. If it is considered that 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 Contractor shall record the incident through the Management Information System.
- 18.8 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.
- 18.9 Where a load is rejected and the Authorised Officer determines that the rejection is due to the Contractor failing in its obligations under this Specification, then the Contractor shall be responsible for all costs incurred in the onwards transportation, disposal and loss of income of the rejected material.

#### 19 **RESOURCES**

Output 22 - Adequate resources to provide the Services required within this Contract. The Contractor's staff are fully trained and qualified to provide the Services required within this Contract.

Output 23 - The requirements under TUPE legislation are fully met.

- 19.1 The Contractor shall:
- 19.1.1 appoint competent management and supervisory staff for the efficient and effective 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 the Contractor's staff are adequately managed and properly performs the duties to meet the Authority's requirements; and
  - (c) have in place adequate contingency resource plans to cover for absences.
- 19.1.2 identify and employ adequate numbers of suitably trained and qualified staff for all aspects of the Services;

- 19.1.3 ensure that the Contractor's staff, including those employed on a temporary or agency basis, receive appropriate and relevant induction training before commencing any operational activities;
- 19.1.4 provide ongoing staff training in accordance with good management practice, including the development of trade or professional skills, and maintain detailed personal development plans;
- 19.1.5 comply with the Authority's Workforce Standards and provide information as part of the monitoring and review process;
- 19.1.6 ensure that staff show respect and responsibility for the people within the communities that they are operating in and that they act as ambassadors of the Authority;
- 19.1.7 maintain an accurate and up to date electronic resources schedule throughout the Contract which is available to the Authority on an ongoing basis; and
- 19.1.8 implement equal opportunities in recruitment procedures.

# WASTE COLLECTION AND RECYCLING SERVICES

#### 20 GENERAL REQUIREMENTS

- 20.1 The Contractor shall manage and deliver all Services within the scope (as set out in section 2.1.1 and section 2.1.2 of this Specification) in accordance with the requirements of this Schedule and sections 22-27 of Method Statement 5.
- 20.2 The Authority gives no guarantee or undertaking as to the quantity or composition of the Contract Waste. The Contractor shall accept and make provision for potential changes in the quantity and composition of the Contract Waste over the Contract Period.
- 20.3 The Authority currently operates Time-Banded collections in some retail and commercial town centres across the borough. The Contractor shall comply with the requirements for Time-Banded collections and the further expansion of this arrangement in other areas during the Contract.

Output 24 - The Contractor delivers the Scheduled Waste Collections from each Household within the Authority Area to:

- ensure that appropriate collection arrangements are implemented to maximise the amount of Waste segregated for reuse, recycling and composting;
- provide weekly Dry Recycling and Food Waste collections;
- provide same day Residual Waste, Dry Recycling and Food Waste collections from all Street Level Properties;
- minimise missed or partial collections;
- provide timely remedial action in the event of missed or partial collections;
- ensure that Containers are collected, emptied and returned to the specified collection point;
- ensure the prevention and clearance of any Litter and spillages;
- ensure all gates, doors and barriers used for access are closed and locked where appropriate after collection has taken place;
- ensure high quality of recyclable materials;
- minimise Contamination and Contrary Materials; and
- transport of the Contract Waste to the Delivery Sites for treatment.

#### 21 WASTE COLLECTION SCHEDULE

21.1 The Contractor shall develop and maintain a detailed schedule, the Waste Collection Schedule ("WCS") in accordance with this Specification. The WCS shall be accessible to the Authorised Officer and all other authorised users of the Authority at all times. The WCS shall include, as a minimum, the following information to be incorporated in the Management Information System:

- (a) property details (full address including postcode and UPRN);
- (b) type of collection service, including frequency of collection, to be provided for the various housing types;
- (c) type and number of Containers at the property;
- (d) details of the materials to be collected;
- (e) day of collection and collection round reference for each service to be provided at the property;
- (f) details of whether the collection is an Assisted Collection or a Nappy Collection; and
- (g) constraints (e.g. time-bands, access issues, high-risk collection locations).
- 21.2 The WCS shall be updated to include any new properties or changes to the Services and make this available to the Authority.

#### 22 OPERATIONAL HOURS

- 22.1 The Contractor shall collect Household Waste from all Households within the Authority Area:
- 22.1.1 on a consistent time of the day; and
- 22.1.2 no earlier than 07:00 and no later than 22:00 (Maximum Operational Hours), Monday to Saturday, with the exception of Time-Banded collection areas, unless otherwise agreed with the Authorised Officer.
- 22.2 In exceptional circumstances such as, but not limited to, during or after an Emergency or exceptionally inclement weather, the Authorised Officer may permit the Contractor to alter or extend the Maximum Operational Hours.

#### 23 SCHEDULED COLLECTION DAYS

- 23.1 The Contractor shall provide all Street Level Properties with Residual Waste, Dry Recycling and Food Waste Collections on the same day of the week.
- 23.2 The Contractor shall not alter the Scheduled Collection Day of any Household without the prior written consent of the Authorised Officer. If the Contractor wishes to alter a Scheduled Collection Day, the Contractor 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 Authority of altering the Scheduled Collection Day.
- 23.3 Where the Contractor submits a proposal to alter a Scheduled Collection Day for any Households within six months of the Service Commencement Date, 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.
- 23.4 The Authorised Officer has the unqualified right to withhold or delay consent to proposals from the Contractor to alter a Scheduled Collection Day for a

Household where the proposal would result in more than one change to a Scheduled Collection Day for such Household in any three year period.

#### 24 COLLECTION SERVICE HOLIDAYS

- 24.1 The Contractor shall treat all Bank Holidays and Public Holidays except Christmas Day, Boxing Day and New Year's Day as Working Days.
- 24.2 On or before 31 December in each Contract Year, the Contractor shall submit proposals for Household Waste collections which would otherwise be scheduled to take place on Christmas Day, Boxing Day and New Year's Day in the following Contract Year to the Authorised Officer. The parties, acting reasonably, shall seek to agree the dates and times of such Household Waste collection on or before 15 January of the Contract Year in question.
- 24.3 In the event that the Government creates a new Bank Holiday or Public Holiday so that there are more than eight Bank Holidays and Public Holidays per annum, then the new Bank Holiday or Public Holiday shall be treated as a Working Day and the Contractor shall be entitled to payment at the applicable Unit Rate.

#### 25 MISSED COLLECTIONS

- 25.1 Any Container that is not collected in accordance with the WCS shall be deemed to be a Missed Collection, and the Contractor shall be required to collect the Missed Collection within the rectification period as set out in Schedule 4, Payment and Performance.
- 25.2 The Contractor shall record the number and location of all Missed Collections and the date that rectification action was taken on a daily basis. This information shall be accessible to the Authorised Officer through the Management Information System.
- 25.3 Occasional obstruction to the vehicle caused by parking and roadworks shall not preclude the Contractor from carrying out the Scheduled Collection, as detailed in section 28.5 of this Specification.

#### 26 LITTER AND SPILLAGES

26.1 The Contractor shall ensure that any Litter and spillages that are present or resultant from the Services are properly swept up and cleared before the Contractor's staff and vehicle leave the road or premises where the Litter or spillages occurred.

#### 27 COLLECTION POINTS AND AGREED COLLECTION POINTS

27.1 For Street Level Properties, the default Collection Point shall be a Curtilage Collection, which is the area within the property boundary and at the front edge of the property boundary adjacent to the Adopted Highway but not on the Adopted Highway. Where the Authorised Officer has notified an alternative

collection point to the Contractor, such as for Assisted Collections, the Collection Point shall be that Agreed Collection Point.

- 27.2 For Communal Bin Properties, the default Collection Point shall be an area located at the 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 Contractor, the Collection Point shall be that Agreed Collection Point.
- 27.3 For Flats Above Shops, the default Collection Point shall be an area that does not clutter high footfall areas or obstruct access to shops. Where the Authorised Officer has notified an alternative collection point to the Contractor, the Collection Point shall be that Agreed Collection Point.
- 27.4 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.
- 27.5 The Contractor must not return Containers:
- 27.5.1 so as to block or obstruct footpaths or driveways, cause damage to planted areas; or
- 27.5.2 to the Adopted Highway unless the Contractor 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; and
- 27.5.3 in accordance with Good Industry Practice.

#### 28 ACCESS ISSUES

- 28.1 The Contractor shall deliver the Services to ensure Scheduled Collections from narrow access roads.
- 28.2 The Authorised Officer shall ensure that the Contractor 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 Contractor shall ensure that its staff keeps all such keys, security fobs, security codes and equipment in a secure/confidential manner.
- 28.3 The Contractor, in delivering the Services, shall open, close and lock all gates, doors, barriers, drop bollards as required.
- 28.4 The Contractor shall promptly report any access problems through the Management Information System and take all reasonable steps to gain access to provide the Scheduled Collections to meet its performance obligations under this Specification.

28.5 When any construction or maintenance work is carried out on a part of any street within the Authority Area, or access cannot be gained due to temporary road closures or obstructions, the Contractor shall make every reasonable attempt to perform and carry out the Services on the Scheduled Collection Day. The Contractor 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 1 Working Day of the Scheduled Collection Day. Any obstructions shall be communicated promptly through the Management Information System with an estimated time to revisit in order to keep customers informed.

#### 29 NEW DEVELOPMENTS

- 29.1 The Contractor shall provide Waste Collection and Recycling 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.
- 29.2 The Authorised Officer shall advise the Contractor of any roads and properties to which this applies. The Contractor shall report to the Authorised Officer any new properties which are occupied for which an instruction has not been received.
- 29.3 The Authorised Officer shall consult the Contractor on any new development proposals in relation to operational arrangements.

#### **30 CONTRARY MATERIALS**

- 30.1 Prior to emptying any Container, the Contractor'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.
- 30.2 Where the Contractor finds Contrary Materials and determines that the contents will fail to meet the Acceptance Criteria, the Contractor shall take the following actions:
- 30.2.1 All Containers The Contractor shall use 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;
- 30.2.2 Street Level Properties Where the extent and/or the nature of the Contrary Materials make it impractical to separate them from the Acceptable Materials, the Container shall be left unemptied 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; and
- 30.2.3 Communal Bin Properties Where the extent and/or the nature of the Contrary Materials make it impractical to separate them from the Acceptable Materials, the Container shall be left unemptied and the Contractor 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.

30.3 The Contractor shall record any location where Contrary Materials are found through the Management Information System. The Contractor shall contact Households, caretakers, estate managers and landlords/managing agents, where necessary, to reduce or remove reoccurrences of Contrary Materials.

#### 31 ASSISTED COLLECTIONS

- 31.1 The Contractor shall provide an Assisted Collection Service to meet the needs of those Households who are physically unable to present their Waste and/or Recycling Containers at the Curtilage.
- 31.2 In respect of those Households who are determined by the Contractor as qualifying for an Assisted Collection, such Households shall be included on the Assisted Collections List.
- 31.3 In respect of each Household included on the Assisted Collections List, the Contractor shall, on the Scheduled Collection Day, collect, empty and return the Waste and/or Recycling Containers to the Agreed Collection Point.
- 31.4 The Contractor shall receive applications from Households for Assisted Collections. The Contractor may make reasonable checks relating to the number of new and existing applicants for Assisted Collections. The Contractor shall then place all successful or continuing applicants on the Assisted Collections List.
- 31.5 The Contractor shall account for any additions and cancellations to the Assisted Collections List through the Management Information System.

#### 32 ABSORBENT HYGIENE PRODUCTS COLLECTIONS

- 32.1 The Contractor shall provide all Households who have children under the age of 2.5 years with a Nappy Collection Service, upon request, from the Curtilage or the Agreed Collection Point.
- 32.2 The Contractor shall provide all Households with a collection service for incontinence pads, upon request, from the Curtilage or the Agreed Collection Point.
- 32.3 In respect of those Households who are determined by the Contractor as qualifying for a Nappy Collection, such Households shall be included on the Nappy Collections List.
- 32.4 In respect of each Household included on the Nappy Collections List, the Contractor shall, on the Scheduled Collection Day, collect the Waste from the Curtilage or the Agreed Collection Point.

- 32.5 The Contractor shall receive applications from Households for Nappy Collections. The Contractor may make reasonable checks relating to the number of new and existing applicants for Nappy Collections. The Contractor shall then place all successful or continuing applicants on the Nappy Collections List.
- 32.6 The Contractor shall account for any additions and cancellations to the Nappy Collections List, or any requests for the collection of incontinence pads, through the Management Information System.
- 32.7 The Contractor shall provide all Households on the Nappy Collections List, and/or those that request a collection service for incontinence pads, with appropriate yellow clinical offensive waste 'tiger' bags. These bags shall be for the use of Absorbent Hygiene Products only.

#### 33 LARGE FAMILIES

- 33.1 The Contractor shall provide additional Residual Waste capacity for those Households with six or more permanent occupants.
- 33.2 The Contractor shall receive applications from Households for additional Residual Waste capacity. The Contractor may make reasonable checks relating to the number of new and existing applicants for additional Residual Waste capacity.
- 33.3 The Contractor shall account for any requests for additional Residual Waste capacity through the Management Information System.

#### 34 RESIDUAL WASTE COLLECTION FROM STREET LEVEL PROPERTIES

- 34.1 The Contractor shall provide Households with either a weekly or a fortnightly Residual Waste Collection Service from the Curtilage.
- 34.2 The Contractor may combine the Residual Waste Collection from Street Level Properties with the Residual Waste Collection from Communal Bin Properties on the same collection round.
- 34.3 The Contractor shall not collect any Side 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 Side Waste was not collected.
- 34.4 The Contractor shall not empty Containers presented at the incorrect Collection Point or Agreed Collection Point 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 also include, but not limited to, the inclusion of Contrary Materials.

#### 35 RESIDUAL WASTE COLLECTION FROM COMMUNAL BIN PROPERTIES

- 35.1 The Contractor shall provide Households with at least a weekly Residual Waste Collection Service from an area located at the Curtilage.
- 35.2 The Contractor may combine the Residual Waste Collection from Communal Bin Properties with the Residual Waste Collection from Street Level Properties on the same collection round.
- 35.3 The Contractor shall collect any Side Waste in or adjacent to a Communal Bin Collection Point and report the details of the incident through the Management Information System.
- 35.4 The Contractor shall contact Households, caretakers, estate managers and landlords/managing agents of Communal Bin Properties, where necessary, to reduce or remove reoccurrences of Side Waste.

#### 36 RESIDUAL WASTE COLLECTION FROM FLATS ABOVE SHOPS

- 36.1 The Contractor shall provide Households with at least a weekly Residual Waste Collection Service.
- 36.2 The Contractor may combine the Residual Waste Collection from Flats Above Shops with the Residual Waste Collection from Street Level Properties and the Residual Waste Collection from Communal Bin Properties on the same collection round.
- 36.3 The Contractor shall collect any Side Waste in or adjacent to a Flats Above Shops Collection Point and report the details of the incident through the Management Information System.
- 36.4 The Contractor shall contact Households and landlords/managing agents of Flats Above Shops, where necessary, to reduce or remove reoccurrences of Side Waste.

#### 37 DRY RECYCLABLE WASTE

37.1 The Contractor shall collect, as a minimum, the following materials as Dry Recyclable Waste:

#### (a) Plastics

yoghurt pots, food trays, ice cream tubs, margarine containers, fruit punnets, carrier bags, magazine wrapping, film/shrink wrap/bubble wrap, mineral water, cordial and cooking oil bottles, milk bottles, coloured and clear fizzy drink bottles, bleach and cleaning fluid bottles, shampoo, bath and shower gel bottles, detergent and fabric conditioner bottles, all bottle caps/lids;

#### (b) <u>Paper</u>

newspapers, magazines, catalogues, telephone directories, yellow pages, envelopes (including windowed), junk mail/flyers, office paper, coloured paper, wrapping paper, small quantities of shredded paper (loose not bags);

(c) <u>Cardboard</u>

cereal boxes, corrugated card, egg boxes, greetings cards, drink cartons (e.g. soup, juice), wax-lined, poly-lined and foil-lined cartons (e.g. milk, tetrapak), large brown cardboard boxes (flattened), sheets of thin card;

#### (d) Glass (all colours)

drinks bottles, food/spice jars, jam/spread jars, sauce bottles; and

(e) Metals

drink and food cans (rinsed), aerosol cans (fully emptied), aluminum foil (clean and dry), metal screw tops, bottle tops and jar lids.

#### 38 DRY RECYCLING COLLECTION FROM STREET LEVEL PROPERTIES

- 38.1 The Contractor shall provide Households with a weekly Dry Recycling Collection Service from the Curtilage.
- 38.2 The Contractor shall collect any excess Dry Recyclable Waste set out by Households as part of the Scheduled Dry Recycling Collection, as long as it is presented in a secure, contained and safe manner.
- 38.3 The Contractor shall not empty Containers presented at the incorrect Collection Point or Agreed Collection Point 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 also include, but not limited to, the inclusion of Contrary Materials.

#### **39 DRY RECYCLING COLLECTION FROM COMMUNAL BIN PROPERTIES**

- 39.1 The Contractor shall provide Households with a weekly Dry Recycling Collection Service from an area located at the Curtilage.
- 39.2 The Contractor shall collect any excess Dry Recyclable Waste in or adjacent to a Communal Bin Collection Point, as long as it is presented in a secure, contained and safe manner.
- 39.3 The Contractor shall report the details of the incident through the Management Information System and directly engage estate managers and landlords/managing agents of Communal Bin Properties, where necessary, to investigate the provision of additional Containers for Households.

#### 40 DRY RECYCLING COLLECTION FROM FLATS ABOVE SHOPS

- 40.1 The Contractor shall provide Households with at least a weekly Dry Recycling Collection Service.
- 40.2 The Contractor shall collect any excess Dry Recyclable Waste set out by Households as part of the Scheduled Dry Recycling Collection, as long as it is presented in a secure, contained and safe manner.

#### 41 FOOD WASTE COLLECTION FROM STREET LEVEL PROPERTIES

- 41.1 The Contractor shall provide Households with a weekly Food Waste Collection Service from the Curtilage.
- 41.2 The Contractor shall collect any excess Food Waste set out by Households as part of the Scheduled Food Waste Collection, as long as it is presented in a secure, contained and safe manner.
- 41.3 The Contractor shall not empty Containers presented at the incorrect Collection Point or Agreed Collection Point 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 also include, but not limited to, the inclusion of Contrary Materials.

#### 42 FOOD WASTE COLLECTION FROM COMMUNAL BIN PROPERTIES

- 42.1 The Contractor shall provide Households with a weekly Food Waste Collection Service from an area located at the Curtilage.
- 42.2 The Contractor shall collect any excess Food Waste in or adjacent to a Communal Bin Collection Point, as long as it is presented in a secure, contained and safe manner.
- 42.3 The Contractor shall report the details of the incident through the Management Information System and directly engage estate managers and landlords/managing agents of Communal Bin Properties, where necessary, to investigate the provision of additional Containers for Households.

#### 43 FOOD WASTE COLLECTION FROM FLATS ABOVE SHOPS

- 43.1 The Contractor shall provide Households with at least a weekly Food Waste Collection Service.
- 43.2 The Contractor shall collect any excess Food Waste set out by Households as part of the Scheduled Food Waste Collection, as long as it is presented in a secure, contained and safe manner.

#### 44 GARDEN WASTE COLLECTION FROM STREET LEVEL PROPERTIES

- 44.1 The Authority shall offer Households an optional Garden Waste Collection Service as a chargeable service.
- 44.2 The Contractor shall set the price and retain the income generated from the delivery of the Garden Waste Collection Service.
- 44.3 The Contractor shall provide all Subscribing Households with a seasonal Garden Waste Collection Service.
- 44.4 Subscribing Households may discontinue their participation in the Garden Waste Collection Service on giving 4 Working Weeks' notice.

- 44.5 Subscribing Households who are new participants in the Garden Waste Collection Service shall have a service commencement date no later than 10 Working Days from the date of notification.
- 44.6 The Contractor shall:
- 44.6.1 manage the subscriptions, delivery of containers, collection arrangements and customer management for the Garden Waste Collection Service. This service shall also cater for eligible customers in Communal Bin Properties;
- 44.6.2 provide a price and a standard service contract for management of a Garden Waste Collection Service, upon request, from any Households within the Authority Area;
- 44.6.3 operate and administer the charging system and payment mechanism for the Garden Waste Collection Service on behalf of the Authority which shall include invoice generation, payment processing and debt management; and
- 44.6.4 provide the Customer Book to the Authority on the expiry or termination of the Contract, including any growth achieved during the Contract Period.
- 44.7 The Authority shall have ownership of the Customer Book through the duration of the Contract and the Contractor shall manage it on the Authority's behalf.

#### 45 BULKY WASTE AND SPECIAL COLLECTION SERVICE

- 45.1 The Contractor shall provide Communal Bin Properties with a Scheduled Bulky Waste Collection Service, excluding building materials and soil, from Collection Points on Authority housing estates.
- 45.2 The Contractor shall provide Households and Businesses with a chargeable Special Collection Service for bulky items, upon request, to:
- 45.2.1 maximise the amount of Waste segregated for reuse and ensure that Waste is treated with reference to the Waste hierarchy;
- 45.2.2 explore opportunities for working with the London Reuse Network (LRN), reuse charities and local community groups; and
- 45.2.3 ensure the service is responsive to meet local needs.
- 45.3 The Authority shall set the price and retain the income generated from the delivery of the Special Collection Service. The Contractor shall assist the Authority on setting a reasonable price for the service.
- 45.4 The Contractor shall:
- 45.4.1 be responsible for carrying out any assessments and providing a free quote to customers, where necessary, within 3 Working Days of receiving the request;

- 45.4.2 operate and administer the booking system for the Special Collection Service through the Management Information System, including the collection arrangements and the payment process; and
- 45.4.3 perform the collection service Monday to Friday excluding Bank Holidays and Public Holidays. Where a collection is required outside of the normal service, the Contractor shall be entitled to recover reasonable costs from the Authority.
- 45.5 The Contractor shall receive requests from Households for free of charge collections. The Contractor may make reasonable checks relating to the eligibility of customers and shall account for this through the Management Information System.

#### 46 GARCHEY WASTE COLLECTION

- 46.1 The Contractor shall:
- 46.1.1 provide Households with at least a weekly Garchey Waste Collection Service; and
- 46.1.2 check that all valves and connections are secure before the emptying of Garchey Chambers.

#### 47 CLINICAL WASTE COLLECTION

- 47.1 The Contractor shall:
- 47.1.1 provide Households with a Clinical Waste Collection Service from the Agreed Collection Point in a safe and sensitive manner to meet individual needs and comply with all applicable legislation and guidance; and
- 47.1.2 ensure information security and confidentiality is maintained at all times.
- 47.2 The Contractor shall operate and administer the booking system for the Clinical Waste Collection Service through the Management Information System, including ad-hoc requests, collection arrangements and setting up new customers.

#### 48 OTHER NON-DOMESTIC WASTE AND RECYCLING COLLECTION

- 48.1 The Contractor shall provide Other Non-Domestic Buildings, including Council buildings, with Waste Collection and Recycling Services to:
- 48.1.1 maximise the amount of Waste segregated for reuse and recycling;
- 48.1.2 ensure the service is responsive to meet local needs; and
- 48.1.3 make provisions when collecting from educational establishments to minimise the risk to young people.

#### 49 BUSINESS RECYCLING AND WASTE COLLECTION

Output 25 - The Business Recycling and Waste Service is managed effectively, maximises income, generates additional surplus, improves customer retention, increases market share and maximises the amount of Waste segregated for reuse, recycling and composting.

Output 26 - The Authority receives all income into its bank account. The Authority pays to the Contractor the income collected less the Guaranteed Business Recycling and Waste Revenue. The Contractor pays all the costs of collection, sales and marketing, disposal costs to NLWA and any other costs associated with the delivery of the Service.

- 49.1 The Contractor shall:
- 49.1.1 design, market and manage the Business Recycling and Waste Service to include the collection of Residual Waste, Dry Recyclable Waste and Food Waste, and fulfil legislative requirements;
- 49.1.2 accurately measure and record separately collected Household and Business Recycling and Waste tonnages;
- 49.1.3 deliver the collection rounds to accommodate the further expansion of Time-Banded collections, predominately in retail and commercial town centres;
- 49.1.4 deliver the service to minimise missed or partial collections and provide timely remedial action in such event;
- 49.1.5 deliver the service to minimise Contamination;
- 49.1.6 advise the Authority on price and a standard service contract for management of a Scheduled Business Recycling and Waste Service, upon request, from any commercial premises within the Authority Area;
- 49.1.7 develop, implement and monitor the effectiveness of a sales and marketing strategy and a growth strategy for the Business Recycling and Waste Service;
- 49.1.8 operate and administer the charging system and payment mechanism for the Business Recycling and Waste Service on behalf of the Authority which shall include invoice generation, payment processing and debt management;
- 49.1.9 engage with local Business Improvement Districts (BIDs) in relation to the provision of the Business Recycling and Waste Service; and
- 49.1.10 provide the Customer Book to the Authority on the expiry or termination of the Contract, including any growth achieved during the Contract Period.
- 49.2 The Authority shall have ownership of the Customer Book through the duration of the Contract and the Contractor shall manage it on the Authority's behalf.

#### 50 ON-STREET DRY RECYCLING COLLECTION

- 50.1 The Contractor shall provide an On-Street Dry Recycling Collection Service to:
- 50.1.1 empty all On-Street Recycling Bins, including Commuter Bins;
- 50.1.2 ensure that no Container is ever more than 85% full or overflowing;
- 50.1.3 collect any Dry Recyclable Waste at or immediately adjacent (within a 2 metre radius) to an On-Street Dry Recycling Collection Site at the same time; and
- 50.1.4 collect any non-Recyclable Waste at or immediately adjacent (within a 2 metre radius) to an On-Street Dry Recycling Collection Site in a timely manner.

#### 51 CHRISTMAS TREE RECYCLING COLLECTION

51.1 The Contractor shall provide a Christmas Tree Recycling Collection Service for the first two weeks in January each year from Agreed Collection Points.

#### 52 WHITE GOODS COLLECTION

- 52.1 The Contractor shall provide Households and Businesses with a chargeable White Goods Collection Service, upon request, to:
- 52.1.1 maximise the amount of Waste segregated for reuse and recycling, and fulfil the legislative requirements in relation to WEEE; and
- 52.1.2 ensure the service is responsive to meet local needs.
- 52.2 The Authority shall set the price and retain the income generated from the delivery of the White Goods Collection Service. The Contractor shall assist the Authority on setting a reasonable price for the service.
- 52.3 The Contractor shall:
- 52.3.1 be responsible for carrying out any assessments and providing a free quote to customers, where necessary, within 3 Working Days of receiving the request;
- 52.3.2 operate and administer the booking system for the White Goods Collection Service through the Management Information System, including the collection arrangements and the payment process; and
- 52.3.3 perform the collection service Monday to Friday excluding Bank Holidays and Public Holidays. Where a service is required outside of these Scheduled Collection Days, the Contractor shall be entitled to recover reasonable costs from the Authority.
- 52.4 The Contractor shall receive requests from Households for free of charge collections. The Contractor may make reasonable checks relating to the

eligibility of customers and shall account for this through the Management Information System.

### **CLEANSING SERVICES**

#### 53 INTRODUCTION

- 53.1 This Service shall apply to all highways and all Land Use types covered by this Contract. The obligations of the Contractor are to cleanse all areas covered by this Contract and to comply with all applicable legislation (including, but not limited to, the requirements of the Environmental Protection Act 1990 or any successive legislation).
- 53.2 The Authority may, at its absolute discretion, extend the scope of the Contract by including areas of private land, and may not restrict its activity to land to which its 'Statutory Duty' applies.
- 53.3 The Contractor shall develop the cleansing techniques and methods to be deployed in the delivery of the Cleansing Services.
- 53.4 The Contractor shall cleanse the entire length of the highway as measured by the central line of the carriageway or footpath and the full width of the highway backlines, hard or grass verges, footpaths, cycle lanes, channels, both carriageways, central islands and associated grassed areas, including around tree bases, around and under street furniture and in and around On-Street Recycling Bins.
- 53.5 The Contractor shall plan the operational schedules to achieve and maintain agreed standards of cleanliness for all Land Use types covered by this Contract, and to ensure that the Authority's Statutory Duty for cleansing is complied with.

#### 54 GENERAL REQUIREMENTS

54.1 The Contractor shall manage and deliver all Services within the scope (as set out in section 2.1.3 of this Specification) in accordance with the requirements of this Schedule and sections 28 and 29 of Method Statement 5.

Output 27 - The Contractor provides and manages the Cleansing Services to meet agreed performance standards across all Land Use types covered by this Contract.

- 54.2 The Contractor shall:
- 54.2.1 on completion of any cleansing operations, achieve Grade A standard as defined by the Environmental Protection Act 1990; and
- 54.2.2 ensure that all areas covered by the Contract are maintained to Grade B or above as defined by the Environmental Protection Act 1990. When the standard falls below Grade B, the Contractor shall restore cleanliness to Grade A within appropriate timescales as set out in the Code of Practice on Litter and Refuse ("the Code"), and subsequent relevant legislation and guidance.

- 54.3 The Contractor shall:
- 54.3.1 develop the cleansing regime across all relevant Land Use types, including on Authority housing estates and in parks and open spaces, using manual or mechanical means;
- 54.3.2 segregate clean recyclable material from non-recyclable Litter;
- 54.3.3 ensure all gully grids are cleaned and any material is removed from the slots;
- 54.3.4 make the necessary arrangements when cleansing heavily parked roads;
- 54.3.5 carry out enhanced cleansing in some retail and commercial town centres and high footfall areas to remove staining associated with Waste presentation on the Adopted Highway;
- 54.3.6 cleanse all hard surface areas and external staircases, and remove all Litter from shrub beds and grassed areas on Authority housing estates;
- 54.3.7 cleanse the entire paths and hard-standing areas in parks and open spaces;
- 54.3.8 remove dog faeces, Anti-social Deposits and undertake spot washing using clean hot water and an approved cleaning agent by manual or mechanical means;
- 54.3.9 address the needs of the night-time economy;
- 54.3.10 be able to respond quickly and effectively to any cleansing, spillage or Flytipping incidents which could present a danger to the public, ensuring that any material used is completely removed as soon as it has served its purpose;
- 54.3.11 design the Cleansing Services to maximise integration with other Services (e.g. links to Waste Collection and Recycling Services) and to contribute to the improvement in local environmental quality;
- 54.3.12 provide data and information to fulfil the legislative requirements in relation to the WasteDataFlow Database and subsequent reporting systems; and
- 54.3.13 support the Authority to organise community clean-up events and promote local action, including the Mayor's Capital Clean-up programme.

#### 55 LITTER BIN, DOG BIN AND CIGARETTE BIN SERVICE

- 55.1 The Contractor shall:
- 55.1.1 empty and clean all Litter Bins, Dog Bins and Cigarette Bins on-street, on Authority housing estates and in parks and open spaces;
- 55.1.2 ensure that no bin is ever more than 85% full or overflowing;

- 55.1.3 collect any excess Waste, Litter or spillages immediately adjacent (within a 2 metre radius) to a Litter Bin, Dog Bin or Cigarette Bin at the same time;
- 55.1.4 provide and line the Litter Bins and Dog Bins with biodegradable sacks and ensure the bins are securely closed and locked after emptying;
- 55.1.5 record details of damaged, faulty or vandalised bins through the Management Information System; and
- 55.1.6 ensure the compartments of dual recycling Litter Bins are collected separately and that the recycling fraction is sent for recycling.

#### 56 LEAF FALL COLLECTION

- 56.1 The Contractor shall:
- 56.1.1 agree with the Authorised Officer the Leafing Plan which shall be reviewed and updated on an annual basis; and
- 56.1.2 provide a Leaf Fall Collection Service to the same standards as other Litter and Detritus activities from the beginning of the first week in October to the end of the third week in December inclusive.

#### 57 DEAD ANIMALS CLEARANCE

- 57.1 The Contractor shall:
- 57.1.1 provide a Dead Animals Clearance Service in a safe and sensitive manner;
- 57.1.2 remove Dead Animals from the Adopted Highway within 24 hours of discovery or notification and dispose of such Dead Animals at an appropriate site(s); and
- 57.1.3 check for any identification, including scanning it for a microchip implant, if the Dead Animal is a domestic pet, such as a dog or cat, report the incident through the Management Information System and notify the pet owner, where possible. The Contractor shall remove the dead pet to a cold store provided for this purpose for minimum 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 Contractor shall dispose of the dead pet.

#### 58 SPECIAL EVENTS CLEANSING

- 58.1 The Contractor shall:
- 58.1.1 provide a Special Events Cleansing Service for planned events, upon request, which may also include the provision of Waste and Recycling Containers for the event users; and

58.1.2 provide Waste Collection and Recycling Services following the occurrence of the Special Event to ensure the rapid restoration of all affected streets to the required standard in accordance with the Code.

#### 59 STREET MARKETS CLEANSING

- 59.1 The Contractor shall:
- 59.1.1 remove all Waste from each of the Street Markets, including miscellaneous street trading sites, during trading hours, and cleanse the streets or parts of streets used for Street Markets at the end of each trading day in accordance with the Code;
- 59.1.2 maximise the amount of Waste segregated for reuse and recycling; and
- 59.1.3 flush each of the Street Markets within 2 hours of cessation of trading to ensure all staining and spillages are removed. All excess water shall be removed from the surface on completion of work.

#### 60 REMOVAL OF FLYTIPPED AND ABANDONED MATERIALS

- 60.1 The Contractor shall:
- 60.1.1 remove within 1 Working Day of the presence of the Flytipped or Abandoned Materials, including abandoned bicycles, being noted by the Contractor or reported to the Contractor or as otherwise instructed by the Authorised Officer from any part of an Adopted Highway or associated land covered by the Contract using suitable equipment;
- 60.1.2 transport and deliver Flytipped or Abandoned Materials to the Delivery Site(s) for reuse, recycling or disposal; and
- 60.1.3 wherever possible and prior to the removal of the Flytipped or Abandoned Materials, the Contractor shall gather evidence and information of the origin of the Waste to support the Authority's enforcement functions. The details of the incident shall be recorded and reported through the Management Information System, such details to include photographic and other evidence, including the location and the type of Waste categorised as per Waste types input into the Flytipping module of the WasteDataFlow Database. The Contractor's staff shall be suitably trained in the gathering of evidence as appropriate for use in enforcement investigations and may be required to attend court if necessary to provide evidence during prosecution proceedings.
- 60.2 If the Contractor identifies, or is notified of, accumulations of Waste larger than 2.5 cubic metres in volume or that the removal of any item of Flytipped or Abandoned Materials requires mechanical handling, then the Contractor shall remove, transport and deliver the Waste to a Delivery Site for reuse, recycling or disposal.

60.3 If the Contractor identifies asbestos or any other Hazardous Waste requiring specialist disposal under current legislation, the Contractor shall immediately report the occurrence to the Authorised Officer who shall be responsible for arranging the safe collection and disposal of the Hazardous Waste.

#### 61 GRAFFITI, DRUG PARAPHERNALIA AND FLYPOSTING REMOVAL

- 61.1 The Contractor shall:
- 61.1.1 remove Graffiti, Drug Paraphernalia and Flyposting. This shall include, but not limited to, publicly owned buildings, highway surfaces, street furniture, walls and fences.
- 61.2 The removal shall take place as discovered by the Contractor, or notified to it, within the following minimum standards:
  - (a) all offensive Graffiti/Flyposting and Drug Paraphernalia: 24 hours; and(b) all non-offensive Graffiti and Flyposting: 5 Working Days.
- 61.3 The Contractor shall record and report details of the incident, including its location and photographic evidence, through the Management Information System. If the Flyposting has identifiable contact information, photographic evidence of this, and where practicable, the Flyposting material, shall be provided to the Authorised Officer to support the Authority's enforcement functions.
- 61.4 The Authorised Officer may instruct the Contractor to remove Graffiti, Drug Paraphernalia and Flyposting from privately owned property following request by the property owner to the Authorised Officer.

#### 62 WEED CONTROL AND REMOVAL

- 62.1 The Contractor shall:
- 62.1.1 provide a Weed Control and Removal Service from all highways surfaces using approved chemical or non-chemical methods;
- 62.1.2 ensure that these methods provide the effective control of weeds through minimising regrowth, minimising the potential for plant reproduction and destroying root systems; and
- 62.1.3 ensure that any application of herbicide is carried out in such a way to avoid the risk of contamination of the surface water and draining system. The Contractor shall take care not to spray on cultivated or grassed areas. The use of any herbicide must be in compliance with the manufacturer's label recommendations, relevant legislation and COSHH regulations.
- 62.2 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.

### WINTER SERVICE

#### 63 GENERAL REQUIREMENTS

63.1 The Contractor shall manage and deliver all Services within the scope (as set out in section 2.1.4 of this Specification) in accordance with the requirements of this Schedule and section 30 of Method Statement 5.

Output 28 - The Contractor provides an effective Winter Service to ensure that safe passage along main highways (non Red Routes), priority routes and other relevant Land Use types is not endangered by ice and/or snow during the designated winter period. Salt/Grit Bins are also provided, located and managed effectively.

- 63.2 The Authority shall be responsible for the 'decision to grit' and the monitoring of local weather conditions.
- 63.3 The Contractor shall:
- 63.3.1 provide a Winter Service from 1 November to 31 March inclusive to carry out the treatment of streets and other locations in the event of anticipated or actual snow fall and/or icy conditions, and the treatment and/or removal of any snow and/or ice in order to allow the Authority to function as normally as possible;
- 63.3.2 produce a Winter Service Plan with the Authorised Officer which shall be reviewed and updated on an annual basis. This shall include designated start and end dates and methods that show compliance with statutory requirements and codes of practice;
- 63.3.3 ensure that the salt spreaders and their calibration comply with the BS 1622:1989 Specification for Winter Maintenance, and the material used complies with the BS 3247:2011 Specification for salt for spreading on highways for Winter Maintenance; and
- 63.3.4 redeploy Resources from other Services that form part of this Contract to support the Winter Service operation.

### **GLOSSARY OF TERMS**

"Absorbent Hygiene Products" means nappies and incontinence pads only.

<u>"Acceptance Criteria"</u> means the criteria against which Waste materials are accepted or rejected for recycling purposes.

<u>"Adopted Highway"</u> means the road or pavement where the Authority is responsible for maintenance.

<u>"Anti-social Deposit"</u> means urine, vomit, human faeces or any other similar substance.

<u>"Authorised Officer"</u> means the person nominated to represent the Authority pursuant to the Conditions of Contract.

<u>"Authority"</u> means the London Borough of Camden.

<u>"Bulky Waste"</u> means any items that are too large to fit into a standard Waste Container including but not limited to furniture, garden furniture, mattresses and office equipment.

<u>"Business Waste"</u> shall have the meaning ascribed to "Commercial Waste" under Sections 75(2), 75(7) and 75(8) of the Environmental Protection Act 1990 and/or in Schedule 4 of the Controlled Waste Regulations 1992.

<u>"Christmas Tree"</u> means any organic evergreen tree with a trunk less than 15cm in diameter and no more than two metres in length.

<u>"Cigarette Bin"</u> means any Container provided by the Authority for the extinguishing and deposit of cigarette Waste.

<u>"Clinical Waste</u>" shall have the meaning ascribed to it under Sections 1(2)(a) and 1(2)(b) of the Controlled Waste Regulations 1992.

<u>"Community Researchers"</u> means volunteers that provide effective, in-depth and transparent research across all Council services.

<u>"Container"</u> means any receptacle used for the containment or storage or transport of Waste.

<u>"Contamination"</u> means any material(s) not included in the list of acceptable items for collection by a particular recycling service, as advised by the Authorised Officer.

<u>"Contract Waste</u>" means all Waste arisings collected by the Contractor, including Business Recycling and Waste.

<u>"Contrary Materials"</u> means any Waste items that are presented with or mixed within collected recycling but are not specified as Recyclable Waste.

<u>"Curtilage"</u> means the front edge of the property boundary adjacent to, but not on, the Adopted Highway.

<u>"Dead Animals"</u> means any Dead Animal other than any single dead wild bird or rodent.

<u>"Detritus"</u> means dust, mud, soil, grit, gravel, stones, rotted leaf and vegetable residues and fragments of twigs, glass, plastic and other finely divided material.

<u>"Dog Bin"</u> means any Container provided by the Authority for the deposit of dog Waste.

<u>"Drug Paraphernalia"</u> means needles, syringes and pipes or any other similar material.

<u>"Emergency"</u> means any unforeseen incident which, in the opinion of the Authorised Officer, requires immediate action by the Contractor and includes storms, flooding, oil/diesel spillages, snowfall and ice formation, or terrorist activity or any other similar situation.

<u>"Flyposting"</u> means any printed notice, label, poster, address card, placard, sticker or strip affixed to any highway surface and where appropriate including any string, tape, ties or adhesive used to affix such items.

<u>"Flytip", "Flytipped" or "Flytipping"</u> means the unauthorised and/or unlawful deposit of any Waste or loose material on the Adopted Highway.

<u>"Food Waste"</u> means cooked and uncooked Food Waste including but not limited to fruit and vegetables, meat and fish, tea bags and coffee grounds, bread and pastries, dairy products, rice pasta and beans, eggs and eggshells, and leftovers.

<u>"Garchey Waste"</u> means macerated Food Waste that is carried to, and emptied from, a central pit (Garchey Chamber).

<u>"Garden Waste"</u> means biodegradable Garden Waste including but not limited to grass cuttings, weeds, dead flowers, garden prunings, leaves, bark and Christmas trees that the Authorised Officer instructs the Contractor to collect as material to be composted.

<u>"Grade A"</u> means the absence of Litter, debris, Detritus, loose chippings, excreta, accident debris, leaf and blossom fall, other rubbish and animal carcasses or remains or any other material fouling Land Use surfaces.

<u>"Grade B"</u> means predominately free of Litter, debris, Detritus, loose chippings, excreta, accident debris, leaf and blossom fall, other rubbish and animal carcasses or remains or any other material fouling Land Use surfaces apart from small items.

<u>"Graffiti"</u> means any informal or illegal writing or drawings that have been scratched, carved or painted on a wall or other surface.

<u>"Hazardous Waste"</u> shall have the meaning ascribed to it in the Hazardous Waste (England and Wales) Regulations 2005.

<u>"Household Waste"</u> shall have the meaning ascribed to it under Section 75(2) of the Environmental Protection Act 1990 and/or in Schedule 1 of the Controlled Waste Regulations 1992.

<u>"Land Use</u>" means any publically accessible land which can be managed by either local authorities or private land owners.

<u>"Leaf Fall"</u> means the presence on the ground of fallen leaves, twigs, branches and any windblown vegetation.

<u>"Litter"</u> means small items of Waste or other material placed in Litter Bins, blown from Litter Bins or dropped or carelessly discarded that causes defacement in public places.

"Litter Bin" means any Container provided by the Authority for the deposit of Litter.

<u>"NLWA</u>" means the North London Waste Authority, the Statutory Waste Disposal Authority that directs seven local authorities on the places in which to deliver Residual Waste for disposal under Section 48(1) of the Environmental Protection Act 1990.

<u>"Other Non-Domestic Waste</u>" shall have the meaning ascribed to it in Schedule 2 of the Controlled Waste Regulations 1992.

<u>"Recyclable Waste"</u> means any Waste or type of Waste, which the Authorised Officer instructs the Contractor to collect as material to be recycled.

<u>"Red Routes"</u> means the major roads on which vehicles are not permitted to stop or park.

<u>"Residual Waste"</u> means the Waste that cannot be or is not separated for recycling or composting.

<u>"Salt/Grit Bin"</u> means any Container provided by the Authority for the storage of grit, rock salt or any other de-icing material.

<u>"Side Waste</u>" means excess, Residual Waste from the Household, which is presented for collection at the side of the Container(s).

<u>"Street Cleansing</u>" means cleansing the entire surface of any street to the backline to maintain Grade B or above by means of manual or mechanical sweeping, Litter picking or vacuum operated means or any combination of these methods.

<u>"Street Market"</u> means any street or area so designated by the Authority that allows individuals to trade.

<u>"Time-Banded"</u> means restricting when Businesses and Households can place their Residual Waste and Recyclable Waste out for collection on the Adopted Highway.

<u>"Waste"</u> shall have the meaning ascribed to it under Sections 75(2) and 75(3) of the Environmental Protection Act 1990 and other types of Waste specifically referred to as being included in these Services.

<u>"WEEE</u>" means Waste Electrical and Electronic Equipment.

<u>"White Goods"</u> means electrical or gas powered household appliances such as fridges, freezers, washing machines, cookers, microwaves, dishwashers, tumble dryers and any other similar items.