# Mini competition for the Procurement of Waste Management Services

LPP/2017/011 – Lot number 1 Region E

Document 4 – Waste Specification

Essex Partnership University NHS Foundation Trust

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### WASTE MANAGEMENT SERVICES SPECIFICATION (GENERIC)

#### 1 LEGISLATION, REGULATIONS AND GUIDANCE

Contractors must provide full details of <u>any</u> convictions or prosecutions brought against the company for the failure to comply with waste legislation and regulations during the past three years.

The Contractor(s) will be required to comply with all current and future legislation, regulations and guidelines during the term of the contract. The Authority recognises that legislative and regulative compliance from Contractor(s) does not absolve the Authority from their own specific responsibility to comply with legislation and regulations. The Authority will require the appointed Contractor(s) to ensure that it notifies and advises the Authority to all relevant current/future legislation, regulation and guidelines in order to ensure that the Authority meet their individual Duty of Care as stipulated in the Environmental Protection Act 1990.

Attached for information is **Appendix A** which is a list of legislation and guidelines that are applicable to this contract. This list is not exhaustive and will be regularly reviewed and updated inline with new legislation, regulation and guidelines during the term of the contract to ensure the Authority meet their individual duty of care.

Attached as **Appendix B**, is a list of regulations and best practice guidance that will be introduced and/or revised during the term of the contract. Contractors are requested to provide a written statement within their tender proposal on how these changes may affect their ability to operate the contract or if there will be an impact on costs provided within their tender submissions in future.

The Contractor(s) will be required to prepare and present proposals to the Authority to encompass new legislation, regulation and best practice as and when enacted.

If any statutory requirements or regulations are found to be contravened by the Contractor(s) or any sub-contractor working on his behalf, the Authority will reserve the right to terminate the contract in accordance with NHS Conditions of Contract for the Supply of Services for any material breach.

Contractors must provide details of any trade bodies/associations they are accredited to or members of (Sanitary Medical Disposal Services Association, Chartered Institute of Waste Management, Environmental Services Association etc).

#### 2 LICENCES

- 2.1 The contractor must submit to the Authority copies of all certificates, licences, consents and environmental permits if not already supplied in particular:
  - 2.1.1 Waste Carrier Registration Certificate.

- 2.1.2 Environmental Permits whether issued by a Local Authority or the Environment Agency.
- 2.1.3 Registered waste management exemptions.
- 2.1.4 Contractors must provide full details of the primary treatment site(s) (including location, capacity, permits etc) that are proposed to service the Authority's contract.
- 2.1.5 Contractors must provide details of the local Environment Agency office that issued the permit(s) for all primary treatment sites proposed to service the Authority's contract.
- 2.1.6 Full details of all backup treatment/disposal sites or facilities to be used by the Contractor in the event of a primary site being unavailable.
- 2.1.7 Copies of any other consents, licences and permits the contractor believes are relevant to the contract.
- 2.2 The Contractor(s) shall ensure that waste must be treated by methodologies that are authorised by the Environment Agency and /or Local Authority. Treatment processes operating without appropriate authorisation <u>must not</u> be used.
- 2.3 The Contractor(s) shall immediately advise the Authority of any suspension, withdrawal or refusal to renew any permit, licence, certificate or permissions applicable to carrying out the requirements of this contract during the term of the contract.
- 2.4 The Contractor(s) will be responsible for all costs associated with finding an alternative Contractor(s)/treatment facility if there is a failure on their part to undertake the services outlined within the specification at any time during the contract period.
- 2.5 The Authority will require sight of the original licences and other relevant documents on an annual basis and will reserve the right to inspect any transit station and disposal facilities at any reasonable time, as implied under the Code of Practice 'Waste Management the Duty of Care'.
- 2.6 Contractors are advised that the Authority will not award any part of the contract to a Contractor(s) or Sub-Contractor(s) who are unable to provide formal evidence of any of the required permits necessary to operate this contract within their tender proposal.

#### 3 DUTY OF CARE

3.1 To ensure that the Authority's Duty of Care in respect of waste is adequately discharged Contractors are required to:

- 3.1.1 Visit the sites, prior to tendering in order to establish the suitability of their proposed arrangements for the removal of waste.
- 3.1.2 Provide comprehensive written documentation relating to all aspects of the contract.
- 3.1.3 Provide a fully detailed audit trail relating to the collection of all waste streams including appropriate method statements where significant risk is identified.
- 3.1.4 Provide details of weighbridge facilities and waste tracking processes.
- 3.1.5 Produce a complete procedure, which covers all the requirements of the Environmental Protection Act 1990 and Hazardous Waste Regulations 2014, including Code of Practice on Duty of Care, COSHH and the requirements of the Health and Safety at Work Act. This must include formal Risk Assessment documentation and details of measures taken to monitor and review.
- 3.2 Contractors are requested to provide a 'Duty of Care' report for any organisation that they propose to use during the execution of this contract either frequently or on a contingency basis. Reports provided must be no older than 12 months old.
- 3.3 Adherence to Duty of Care principles will be a continuing process throughout the duration of the contract. The Authority reserves the right to monitor the waste through all stages of disposal. This is to ensure that no divergence from specification or instances of unacceptable working practice occurs. This will be in accordance with the Authority's Duty of Care requirements. Part of the monitoring process will require access to the disposal facilities during the provision of the service. This action shall in no way absolve the Contractor from its responsibilities under statutory legislation as part of this contract.

#### 4 WASTE CATEGORIES

- 4.1 The separate waste streams the Contractor(s) will be required to manage under this contract are specified in sections 5, 6 and 7 of this specification. This list is not exhaustive and may be subject to change throughout the life of the contract.
- 4.2 Any changes and potential cost implications will be negotiated between the Contractor(s) and the Authority.
- 4.3 Contractors are required to provide pricing for each of the separate groups of waste, which are included within the contract specification. All costs and prices must be included within the Offer Schedule.
- 4.4 Contractors must inform the Authority of their intention to sub-contract or the utilisation of a third party to service or manage any of the waste streams included within this contract on their behalf, within their period of the SLA.

## **5 HAZARDOUS WASTE 2008/98/EC (EWC 2002)**

**PLEASE NOTE:** This section is in compliance with the current EU Directives including the European Waste Catalogue (EWC) coding for waste categories and the Health Technical Memorandum 07-01: Safe management of healthcare waste.

The Contractor will classify waste in accordance with the requirements detailed in Section 5 to 7 below:

Hazardous Waste includes both clinical and non-clinical Waste (detailed below).

The Document European Waste Catalogue defines how each type of hazardous waste should be processed.

#### CLINICAL:

18 01 XX Waste from natal care, diagnosis, treatment or prevention of disease in humans.

18 01 01 Sharps except 18 01 03.

18 01 02 Body parts and organs including blood bags and blood preserves (except 18 01 03).

18 01 03 X Waste whose collection and disposal is subject to special requirements in order to prevent infection.

18 01 06 X Chemicals consisting of dangerous substances.

18 01 07 Chemicals other than those listed in 18 01 06 X.

18 01 08 X Cytotoxic and cytostatic medicines.

18 01 09 Medicines other than those mentioned in 18 01 08 X.

18 01 10 X Amalgam waste from dental care.

#### **OFFENSIVE WASTE:**

The term offensive/hygiene waste describes healthcare waste which is non-infectious and does not require specialist treatment or disposal, but which may cause offence to those coming into contact with it. Offensive/hygiene waste includes waste previously described as human hygiene waste and "Sanpro" waste and does not need to be classified for transport. It is not a clinical waste under controlled waste regulations and is non hazardous. The waste is non-hazardous and is described as 18 01 04 (human healthcare) 18 02 03 (animal healthcare) or 20 01 99 (municipal) in the EWC codes. Offensive/hygiene waste is not infectious, therefore, for transport purposes; it is not classified as dangerous goods.

18 01 04 Waste whose collection and disposal is not subject to special requirements in order to prevent infection, e.g. dressings, plaster casts, linen, disposable clothing (Not considered hazardous if segregated from other clinical waste streams).

#### NONCLINICAL HAZARDOUS WASTE

Infectious waste

Florescent Tubes Laboratory Chemicals

Cleaning Chemicals

Oils

**Batteries** 

Waste Electronics

Asbestos

**Paints** 

Solvents

**Toner Cartridges** 

Aerosols (flammable propellants and hazardous contents)

Contaminated Land

- 5.1 Subject to revised legislation and regulations, these categories are subject to alteration during the course of the contract.
- 5.2 The list provided is an indication and not an exhaustive list. This list may be modified to meet the needs of the Authority during the course of the contract.

#### 6 DOMESTIC and GENERAL WASTE

- 6.1 Where appropriate, waste is segregated from other waste streams and subject to separate containment and labelling.
- 6.2 This consists of Domestic and General Waste and should not be contaminated and therefore does not require incineration or alternative treatment.
- 6.3 Specific categories of Domestic and General waste included within this contract include:
  - 6.3.1 Discharged Aerosols (non-hazardous contents and non-flammable propellants)
  - 6.3.2 Aluminium products
  - 6.3.3 Cardboard
  - 6.3.4 Flowers
  - 6.3.5 Food
  - 6.3.6 Furniture
  - 6.3.7 General non confidential office waste
  - 6.3.8 Glass
  - 6.3.9 Newspapers
  - 6.3.10 Packaging
  - 6.3.11 Paper towels
  - 6.3.12 Textiles
  - 6.3.13 Tissues
  - 6.3.14 Pallets
  - 6.3.15 Litter and sweepings
  - 6.3.16 Garden Waste
- 6.4 Subject to revised legislation and regulations, these categories are subject to

- alteration during the course of the contract.
- 6.5 The list provided is an indication and not an exhaustive list. This list may be modified to meet the needs of the Authority during the course of the contract.

#### 7 CONFIDENTIAL WASTE

- 7.1 Where appropriate, waste is segregated from other waste streams and subject to separate containment and labelling.
- 7.2 Handle all confidential waste in accordance with regulations and best practices surrounding the handling of confidential waste.
- 7.3 Collect and remove for destruction or destroy on site the confidential waste.
- 7.4 The proposed contractor should also have the ability to destroy alterative data storage devices like: CDs, Video tapes, Computer disks or any other document or item deemed confidential by the Contracting Authority.
- 7.5 A certificate of destruction must be provided as appropriate for confidential material
- 7.6 Sites used for the Secure destruction of confidential material must conform to the Code of Practice and BS EN15713 and shredded material should be pulped.
- 7.7 Contractors should be accredited with the BSIA, UKSSA or NAID

#### 8 MISCELLANEOUS WASTE STREAMS

- 8.1 Miscellaneous waste streams that have not been included in the categories above are also included within this specification. These include:
  - Confidential waste
  - Estates Chemicals
  - Feminine Hygiene
  - IT Equipment
  - Mattresses
  - Scrap Metal
  - Vehicles
  - Recording Media
  - X-ray films
  - Catering Oil
- 8.2 The list provided is an indication and not an exhaustive list. This list may be modified to meet the needs of the Authority during the course of the contract.

#### 9 CONTAINER POLICY

- 9.1 The colour coding adopted by the Authority for containers, is that recommended by Health Technical Memorandum 07-01: Safe management of healthcare waste.
- 9.2 All clinical waste bags/containers are sealed with a numbered tag or label for identification purposes or stored in a uniquely identifiable (bar-coded) container for audit purposes, or in the case of sharps bins the details of the label completed.

#### 10 STORAGE OF CLINICAL HAZARDOUS WASTE

- 10.1 The Contractor(s) is required to provide clean, individually numbered (where appropriate), lockable and wheeled (where appropriate) containers at <u>all times</u> for all external storage areas. The purpose is to store bagged clinical waste, sharps containers, placenta bins and/or bins for anatomical waste and other types of containers.
- 10.2 The containers, subject to the approval of the Authority's authorised officer(s), shall minimise the handling of waste and be compatible with both the Authority's and the Contractor's transportation systems. Contractors shall fully describe, at the time of tendering, the type, size and estimated number of containers to be provided per Authority and per Site to store waste awaiting collection.
- 10.3 Containers that become unsuitable for continued use through wear, loss or any other reasonable reason shall be withdrawn immediately from service and replaced as necessary at the Contractor's expense.
- 10.4 The containers will remain the property of and be maintained by the Contractor(s) throughout the contract. The containers must be promptly removed from the Authority's site on the expiry or termination of the contract.
- 10.5 The Contractor(s) shall ensure that there are an agreed number of containers available at all times, to meet the requirements of the collection of clinical waste across the Authority during the length of the contract.
- 10.6 The Contractor(s) will be required to provide containers in excess of normal requirements to accommodate emergency overflow of clinical waste. The Contractor shall indicate the response time for this request. Documented evidence must be provided of contingency plans in the event of major plant or transport failure.
- 10.7 All containers used for clinical waste collection should be colour coded and labelled as per Section 5 of Health Technical Memorandum 07-01: Safe management of healthcare waste and meet all requirements of current and future legislation (including UN Guidance and Markings).
- 10.8 The Contractor(s) shall be responsible for the internal and external cleaning of the containers, with an agreed cleaning schedule established with the Authority prior to the contract commencing.

- 10.9 Each Contractor must identify how containers would be cleansed and disinfected before being returned to the various collection points for re-use. Contractor shall include full details of the proposed method of cleansing, which shall comply with the Environment Agency requirements.
- 10.10 The container shall have no rough or inaccessible surfaces, to ensure total internal and external cleansing. The container should withstand frequent cleansing without deterioration in quality and not be liable to corrosion.
- 10.11 Contractors should describe how their cleaning process would minimise cross infection. Contractors must take into account the relevant Department of Health, Health and Safety Executive and Environment Agency standards.
- 10.12 Each container must be uniquely identified by a number/code, as part of the Contractor(s) recording system.
- 10.13 The Contractor(s) is to provide the agreed number of hooks, towing bars etc. (where applicable) to enable the containers to be towed. The Contractor(s) is also required to provide replacements as required throughout the contract, due to normal wear and tear. The cost is to be included in the contract price, with price details provided in the offer Schedule (Additional Costs).
- 10.14 The Contractor(s) is to provide the agreed number of container keys, to the Authority's authorised officers and all replacement keys required for the duration of the contract. The cost of issuing an initial set of keys at the commencement of the contract is to be included in the contract price, with price details provided in the offer Schedule (Additional Costs).
- 10.15 The Contractor(s) is to provide replacement keys as and when required by the Authority authorised officers upon request. The Contractor(s) may levy a charge for replacement key(s) (unless otherwise stated in their tender proposal). Costs for replacement keys must be included in the offer Schedule (Additional Costs).
- 10.16 It is envisaged that clean sharps containers will be delivered to and collected from a single point within the hospital. They will be provided within sealed transit/storage containers that ensure contents remain clean and contamination-free, and that suitable internal transportation systems will be provided to facilitate the moving of sharps containers around the hospital site.
- 10.17 Bidders are expected to include within their tender submission provision of documentation/procedures to enable hospital staff to record the movement of sharps bins within the hospital. A copy of this delivery/replenishment schedule is to be supplied with the tender response.
- 10.18 The reusable sharps safety containers should be available in various volumes as requested by the Authority, all of which should be capable of collecting, storing and transporting used sharps, giving sets, single use sharp devices, and all other sharps items identified within this tender specification.
- 10.19 The reusable sharps container must include the following safety features:

- A sturdy carrying handle on the top of the container which has passed the testing requirements of BS EN ISO 23907:2012
- A visible window to allow the operator to see the sharps levels and waste configuration from the front of the container
- An overfill protection mechanism to ensure that sharps containers placed within public access areas cannot be overfilled
- A hand entry prevention system which eliminates the possibility of retrieving disposed sharps
- A tamper-proof locking mechanism for both temporary and final closure
- The sharps container must be pre-assembled by the supplier to eliminate the possibility of incorrect assembly
- 10.20 Containers must be fitted with a sharps aperture capable of receiving syringes and needle assemblies for all standard sizes up to and including 20ml, together with other sharps, single-use blood adaptors and giving sets, up to and including items of 30cm in length and 10cm in width. It must be possible to close and seal the aperture at any time between the containers being empty and full to maximum capacity, and where possible it should have availability of a temporary closure system. The closure mechanism must pass the test for security of aperture closure devices as to contain an aperture with a tilt mechanism for the safer disposal of sharps.
- 10.21 Reusable sharps containers must be clearly marked with the international bio-hazard warning (UN 3291), printed on each container.

#### 11 STORAGE OF NON CLINICAL HAZARDOUS WASTE

- 11.1 The Contractor(s) will be required to provide appropriate containers for the safe storage of these waste streams.
- 11.2 The Contractor(s) will be required to strictly adhere to all documentation in relation to the safe and correct disposal of Special/Hazardous waste.

#### 12 STORAGE OF DOMESTIC AND GENERAL WASTE

- 12.1 The Contractor(s) will be required to provide appropriate containers for the safe storage of Domestic and General Waste.
- 12.2 The containers, subject to the approval of the Authority's authorised officer(s), shall minimise the handling of waste and be compatible with both the Authority's and the Contractor's transportation systems. The Contractor(s) shall fully describe, at the time of tendering, the type, size and estimated number of containers to be provided on site(s) to store waste awaiting collection.
- 12.3 Containers that become unsuitable for continued use through wear, loss or any other reasonable reason shall be withdrawn immediately from service and replaced as necessary at the Contractor's expense.

- 12.4 The containers will remain the property of and be maintained by the Contractor(s) throughout the contract. The containers must be promptly removed from the Authority's site(s) on the expiry or termination of the contract.
- 12.5 The Contractor(s) shall ensure that there are the agreed number of containers at all times, to meet the requirements of the collection of domestic/general waste across the Authority during the length of the contract.

#### 13 STORAGE OF CONFIDENTIAL WASTE

- 13.1 The Contractor(s) will be required to provide appropriate containers for the safe storage of Confidential Waste.
- 13.2 Containers used for the transportation of confidential waste must be kept secure.

#### 14 STORAGE OF MISCELLANEOUS WASTE

- 14.1 The Contractor(s) will be required to provide appropriate containers for the safe storage of miscellaneous waste.
- 14.2 The containers, subject to the approval of the Authority's authorised officer(s), shall minimise the handling of waste and be compatible with both the Authority's and the Contractor's transportation systems.
- 14.3 Containers that become unsuitable for continued use through wear, loss or any other reasonable reason shall be replaced as necessary at the Contractor's expense.
- 14.4 The containers will remain the property of and be maintained by the Contractor(s) throughout the contract. The containers must be promptly removed from the Authority's site(s) on the expiry or termination of the contract.
- 14.5 The Contractor(s) shall ensure that there are the agreed number of containers at all times, to meet the requirements of the collection of miscellaneous waste across the Authority during the length of the contract.

#### 15 SERVICE SCHEDULE

- 15.1 The service schedules will be agreed between the Authority and the Contractor(s) prior to the start of their contracts.
- 15.2 Contractors are advised that the Authority require a variety of waste collection services.
- 15.3 The Authority encourages contractors to provide any suggestions to improve the service schedules or the use of alternative waste holding/storage equipment.

#### 16 SERVICE VARIATION

16.1 Variations in service requirements (including additional or reduced collections) will be notified to the Contractor(s) as and when required.

#### 17 COLLECTION POINTS

- 17.1 The Authority currently utilises a combination of single/multi collection area/drop off points, which are not necessarily the same for all waste streams.
- 17.1 The Collection Points must be cleared as per the agreed schedule for each collection.

#### 18 COLLECTION TIMES

- 18.1 Waste collections at the Authority sites will remain as per the current, or agreed, schedule unless agreed otherwise with the authorised officers for each site. The Authority is prepared to be flexible on collection times if the contractor demonstrates a more efficient and economical method of operation.
- 18.2 It is the Authority's responsibility to ensure access to site(s) is maintained in accordance with the agreed service schedule. In the unusual event that a Contractor is denied access to the site, the nominated competent person must be contacted prior to the vehicle leaving the site. If access can't be granted immediately, the vehicle must wait to gain access.
- 18.3 The Contractor(s) will be required to nominate a competent person(s) who can be contacted in the event of an emergency. An out of hour's phone number will be required to ensure that the Contractor can be contacted 24 hours a day.
- 18.4 The Authority will supply the Contractor(s) with similar out of hours contact names for each of the sites included within the contract.

#### 19 COLLECTION OF HAZARDOUS WASTE

- 19.1 The Contractor(s) shall collect containers and replace them with cleansed empty containers in accordance with an agreed schedule, by the Authority's authorising officer(s).
- 19.2 The Contractor(s) <u>must ensure</u> that all replacement empty containers are functional as per relevant legislation prior to their return to the site.
- 19.3 Hazardous waste will be delivered to the agreed collection/storage areas on each site by the user in accordance with the schedule provided agreed at the start of the contract. The schedule, to be agreed by the Authority, shall reflect the hours of business and needs of the Authority.

- 19.4 Each contractor shall identify a sufficient number of containers to be supplied, to be agreed with the Authority prior to the commencement of the contract.
- 19.5 Contractor(s) will ensure that exact quantities of Hazardous waste generated can be reported against each collection point on a monthly basis.
- 19.6 The Contractor(s) must provide itemised details of charges on a monthly basis for the disposal of Hazardous waste.
- 19.7 Where sub-contractors/third parties are used to manage various waste streams on behalf of the Authority via the Contractor(s), the Contractor(s) is responsible for managing and coordinating all invoicing arrangements. Proposed methods of managing invoicing arrangements between sub-contracted Supplier(s) and/or third parties must be provided in writing to the Authority.
- 19.8 Containers supplied by the Contractor(s) (wheeled carts or rigid plastic/steel) must be UN performance tested to meet the requirements. In the case of UN3291 Clinical Waste, Unspecified, N.O.S., of packaging instructions P621. IBC 520 and LP621.
- 19.9 In respect of 17.8 the appointed Contractor(s) to supply a copy of the relevant Test Certificate to the Authority and to comply with the conditions stated within the Certificate.
- 19.10 In respect of 17.8 above the appointed Contractor(s) is required to correctly mark and label the packaging with Proper Shipping Name, UN number and Class 6.2 Danger Label before they are loaded onto a vehicle for the purpose of carriage on public roads.

# 20 COLLECTION OF DOMESTIC/GENERAL and MISCELLANEOUS WASTE

- 20.1 The Contractor(s) shall perform a variety of collection services dependent on the requirements of the Authority. The services shall include the collection of containers, emptying of containers at the Authority site, the provision of a bin lift service or the collection of individual bags. The services shall be in accordance with a schedule agreed with the Authority's authorising officer(s).
- 20.2 The Authority requires the Contractor(s) to provide an appropriately sized container or bins at each of the agreed locations as detailed in the Authority's contract SLA.
- 20.3 The Contractor(s) <u>must ensure</u> that all replacement empty containers are functional as per relevant legislation prior to their return to the site.
- 20.4 Domestic and General Waste will be delivered to the agreed collection/storage areas on each site by the user in accordance with the schedule provided at the

- start of the contract. The schedule, to be agreed by the Authority, shall reflect the hours of business and needs of the Authority.
- 20.5 Each Tenderer shall identify a sufficient number of containers or bins to be supplied, subject to the agreement of the Authority prior to the commencement of the contract.
- 20.6 The Contractor(s) must provide itemised details of costs on a monthly basis for the disposal of Domestic and General Waste.
- 20.7 Where sub-contractors/third parties are used to manage various waste streams on behalf of the Authority via the Contractor(s), the Contractor(s) is responsible for managing and coordinating all invoicing arrangements.

#### 21 RECORDING OF WASTE COLLECTION AND DISPOSAL

- 21.1 All non-hazardous waste collected will be covered by a Controlled Waste Transfer Note in accordance with the Waste (England and Wales) Regulations 2011.
- 21.2 All Hazardous waste collected will be covered by a Hazardous Waste Consignment Note and in accordance with the Environmental Protection Act 1990 and the Hazardous Waste (England and Wales) Regulations 2005 and subsequent amendment. Details of applicable charges for the provision of Hazardous Waste Consignment Note must be stated in the offer Schedule (Additional Costs).
- 21.3 All Controlled Waste Transfer Notes and Hazardous Waste Consignment Notes must be signed by the Authority's representative(s) and be in full compliance with the Waste (England and Wales) Regulations 2011 and Hazardous Waste Regulations 2005 respectively before waste is removed from the Authority's premises.
- 21.4 The weight of each consignment must be established by the use of a weighbridge or other approved and calibrated weighing method which is weights and measures endorsed by HM Customs and Excise.
- 21.5 A Waste Folder on each site will form part of the records whereby all consignment/transfer notes will be stored for each collection. The Contractor(s) shall provide a receipt recording the time and date of collection, the identification of bags/containers collected, the registration number of the vehicle and the final destination of the waste. A copy of this collection note will be provided on a monthly basis to the Authority's representative.
- 21.6 After the delivery of each load the operator of the waste treatment facility shall issue to the Contractor(s) a receipt recording the time, date and disposal method/point of the load and the weight of the individual containers. A copy of the previous month's receipts shall be forwarded together with the monthly invoices to the Authority's representative.
- 21.7 All consignment and receipt notes shall be numbered.

#### 22 TRANSPORTATION OF WASTE

- 21.8 Contractor(s) shall at all times maintain a comprehensive Transportation Plan giving details of routes, collection points, timetables, vehicles and driver details. The Transportation Plan should allow sufficient flexibility to accommodate any reasonable special needs that the Authority may have. The Contractor(s) shall consult the Authority regarding any alterations.
- 21.9 The Contractor will ensure that:-
  - 21.9.1 Trust vehicles used for providing the services are to be roadworthy in accordance with the Road Traffic Acts and as appropriate be properly licensed by the Local Authority and where appropriate be of a type that conforms to current Motor Vehicle Regulations (i.e. Motor Vehicles (Construction and Use) Regulations 1986, the Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2011 etc) and future regulations during the Term.
  - 21.9.2 The Contractor will provide to the Trust evidence of current registration by the appropriate Trust, as a waste carrier for the transportation and disposal of Clinical, Special/Hazardous and Domestic and General waste(s)/Miscellaneous waste(s).
  - 21.9.3 Vehicles must be maintained to a high standard of reliability and roadworthiness and will be subject to inspection at any reasonable time and may (but not unreasonably or vexatious) instruct the Contractor not to use the said vehicles in the provision of the services. All vehicles used must conform to the Motor Vehicles (Construction and Use) Regulations.
  - 21.9.4 The interior and exterior of all vehicles are kept clean and tidy.
  - 21.9.5 It will provide adequate cover for the non-availability of vehicles for any reason.
  - 21.9.6 The vehicles shall at <u>all times</u>, at the expense of the Contractor, be appropriately licensed and insured.

- 21.10 The Contractor(s) shall provide evidence of insurance and breakdown cover for all vehicles. Evidence of insurance and breakdown cover provision will be required to be produced to the Authority's representative(s) upon request.
- 21.11 The Contractor(s) shall provide evidence of current registration by the appropriate Authority, as a waste carrier for the transportation and disposal of Clinical, Special/Hazardous and Domestic and General waste(s)/Miscellaneous waste(s).
- 21.12 Contractors shall provide details of their company's Dangerous Goods Safety Advisor (DGSA) together with a copy of their most recent Dangerous Goods Safety Advisor Report within their tender submission.
- 21.13 Contractor(s) will provide the Authority's representative(s) with a copy of the Dangerous Goods Safety Advisor report on an annual basis.
- 21.14 The Contractor(s) shall ensure that the necessary Transport Documentation required to support the carriage of UN3291, Clinical Waste, Unspecified and N.O.S. (as required under the CDG Road Regulations 13(2)) is completed in order to ensure that the Authority is not in breach of their Duty of Care.

#### 23 VEHICLE ACCESS

- 22.1 The Authority will ensure that adequate access and space for the Contractor(s) for the collection of waste streams in accordance with the agreed service schedule. Locations where adequate access is an issue are highlighted in the Abstract of Particulars document and solutions will be discussed with the Contractor(s).
- Vehicle access times are site specific. Site parking will only be permitted during the period of loading and unloading.
- 22.3 The Contractor(s) will ensure vehicles used to collect waste/serve this contract will avoid the blocking/disruption to vehicles or public access to any site.

#### 24 WASTE TRANSFER/TREATMENT/DISPOSAL FACILITIES

23.1 Contractors are required to provide full details of the Clinical, Hazardous, Domestic and General, Miscellaneous waste transfer, treatment and disposal processes they

propose to use during the course of the contract.

#### 25 DISPOSAL OF HAZARDOUS WASTE

- 24.1 Contractors must provide full details of where all Clinical/Non Clinical Hazardous waste will be disposed of/treated. Contractors must advise the Authority of the full name and address(s) of the site(s)/facilities that apply to the contract.
- 24.2 Contractors must provide copies of licences, consents, environmental permits and exemptions of any disposal/treatment sites that are proposed for use to service this contract as stipulated in Section 2 (Licences) of the contract specification.
- 24.3 The Contractor is to comply with the current relevant legislations relating to the disposal of Cytotoxic and other drugs, fetal tissue and part or whole limbs, in accordance with Department of Health and Environment Agency guidelines.
- 24.4 In the event that the Contractor(s) wishes to utilise alternative site(s)/facilities the Authority <u>must be</u> notified in writing. Prior notification must be received at least one month before the alternative site/facility is utilised.
- 24.5 All waste management operations must be carried out in accordance with all current relevant legislation. Evidence to this must be auditable and available on demand by the authorised officers of the Authority.
- 24.6 The Authority reserves the right to visit annually the specified site(s)/facilities(s) in accordance with its "Duty of Care" responsibilities under the Environmental Protection Act 1990 and the Hazardous Waste (England and Wales) Regulations 2005 and applicable amendments.
- 24.7 In the event of a waste facility being unavailable, all contractors must provide clear and detailed contingency plans within their tender proposal. The successful Contractor(s) will be expected to continue to fulfil their obligations to the Authority in such circumstances at no extra cost to the Authority. If this occurs the Contractor must inform the Authority's representative in writing, this is to ensure adherence to the Environmental Protection Act 1990, the Environmental Protection (Duty of Care) Regulations 2003. And the Waste (England and Wales) Regulations 2011. As a minimum this should include the following:
  - The nature of the problem
  - Expected timescales for resolution of the problem

- Any potential adverse effect on services
- 24.8 If the Contractor(s) contingency plans are reviewed/updated during the course of the contract, written confirmation must be provided to the Authority.
- 24.9 Contractors shall provide written confirmation that any designated waste disposal plant/facility or standby facilities named within their tender proposal are permitted/authorised by the Environment Agency/Local Authority to receive Clinical and Non-Clinical Hazardous waste from the Authority.

#### 26 RECYCLING/WASTE MINIMISATION

- 25.1 All Tenderers are required to provide a proposal within their tender submission, which will address the issue of recycling and waste minimisation within the Authority. A key aim for the successful Contractor(s) will be their ability to develop existing recycling activity as well as proposals to increase the recycling activity.
- 25.2 Contractors must provide copies of licences, environmental permits and registered exemptions of any disposal/treatment sites that are proposed for use to service this contract as stipulated in Section 2 (Licences) of the contract specification.
- 25.3 The Authority reserves the right to visit the specified site(s) in accordance with its "Duty of Care" responsibilities under the Environmental Protection Act 1990.
- 25.4 The Authority must be advised of the locations of the proposed recycle site(s) and/or transfer station(s). Any subsequent changes during the contract period must be notified in writing in advance to the Authority. This prior notification must be received at least one month before the subsequent changes take place.

#### 27 DISPOSAL OF DOMESTIC AND GENERAL WASTE

- 26.1 Contractors must provide copies of licences, environmental permits and registered exemptions of any disposal/treatment sites that are proposed for use to service this contract as stipulated in Section 2 (Licences) of this document.
- The Authority reserves the right to visit the specified site(s) in accordance with its "Duty of Care" responsibilities under the Environmental Protection Act 1990.

26.3 The Authority must be advised of the locations of the proposed waste disposal site(s)/facilities(s) and/or transfer station(s). Any subsequent changes during the contract period must be notified in writing in advance to the Authority. Prior notification must be received at least one month before the alternative site/facility is utilised.

#### 28 EQUIPMENT

- 27.1 Contractors shall indicate within their tender submissions a written proposal of domestic waste equipment (e.g. compactors), which could form part of the contract. The Authority reserves the right to accept or reject all or part of the proposals.
- 27.2 Written proposals for the equipment should include the following information:
  - 27.2.1 Perceived benefits/opportunities for the Authority if equipment is utilized.
  - 27.2.2 Service/maintenance schedule for each piece of equipment proposed.
  - 27.2.3 Call out/response rates if equipment is out of use or temporarily unavailable.

#### 29 MAJOR INCIDENTS

- 28.1 In the event of a major incident the Contractor(s) will be responsible for disposing of the waste generated by the Authority.
- 28.2 Waste generated during a major incident may consist of Clinical, Hazardous Clinical, Hazardous Non-Clinical, Domestic and General and Miscellaneous waste.
- 28.3 The Authority in conjunction with emergency services and the Environmental Agency will advise the Contractor(s) of the nature of the waste.
- 28.4 Contractor(s) should note that subject to the major incident in question, additional bins/containers maybe required in addition to bins/containers already on site(s).

#### 30 SUB-CONTRACTING

- 29.1 Contractors shall indicate within their tender proposal aspects of the contract they would intend to sub-contract and/or employ a third party to fulfil the service(s) specified within the contract specification.
- 29.2 Contractors shall provide name(s), addresses(s) and contact details of proposed sub-contacted suppliers and/or third parties to be employed within the contract in their tender proposal together with all relevant licences and requirements as detailed in Section 2.
- 29.3 The Contractor(s) shall not sub-contract the collection, transportation or disposal of waste without the prior consent in writing of the Authority.
- 29.4 Where sub-contracting arrangements do exist, the Contractor(s) shall arrange for all invoices to be co-ordinated resulting in one consolidated monthly invoice being submitted to the Authority.

#### 31 CONTRACT IMPLEMENTATION ACTION PLAN

- 30.1 The Contract Implementation Action Plan will outline the following:
  - 30.1.1 The proposed collection schedule for each individual site within the Authority once the contract commences.
  - 30.1.2 Proposed plan for the ordering and delivery of new bins/containers to the Authority.
  - 30.1.3 The method of transportation to be used for the collection of waste.
  - 30.1.4 Details of recruitment, training and development and mobilisation of staff to service/deliver the contract.
  - 30.1.5 The co-ordination of any sub-contracting/third party arrangements required to fully service the contract as specified.
  - 30.1.6 Proposed timetable to complete duty of care visits for the relevant Authority's representative.

- 30.2 The Contractor(s) is at liberty to nominate a revised collection frequency if this suits the Authority and does not adversely affect the overall cost and this is agreed in writing with the Authority.
- 30.3 The statement provided by contractors is subject to alteration and agreement between the successful Contractor(s) and the Authority.

#### 32 SPILLAGE/ACCIDENTS

- 31.1 Spillages and/or accidents must be immediately reported to the Authority representative(s) and confirmed in writing within 48 hours.
- 31.2 Contractors must provide a method statement for dealing with any spillage, burstages or accident.
- 31.3 Where the Contractor is liable for the spillage or accident, the Contractor will remedy at own cost.

#### 33 NOISE CONTROL

- 32.1 The Contractor(s) shall ensure that all measures are taken to control the noise levels produced by their operations on site required under or by virtue of any enactment, regulation or Codes of Practice or by the working rules of any industry.
- 32.2 The Contractor(s) attention is drawn in particular to Part III of the Control of Pollution Act 2001, Part III of the Environmental Protection Act 1990 and any Regulation made or Codes of Practice approved there under.
- 32.3 The Contractor(s) is to note that due to the working environment. All noise levels are to be kept to a minimum.

#### 34 CONTRACTOR'S STAFF

- 33.1 The Contractor(s) shall ensure that every person employed by the Contractor(s) and/or sub-contractor(s) employed for the provision of waste management services, is at all times properly and sufficiently trained by having participated in a formal training programme prior to commencing work. Details of training records should be available as requested by the Authority.
- 33.2 Staff appointed by the Contractor(s) and/or sub-contractor(s) must be aware of all relevant rules and procedures concerning Health and Safety at Work and the recording of all accidents and untoward occurrences involving waste disposal procedures from the Authority's site(s).
- 33.3 Reportable incidences (i.e. RIDDOR) must be reported on the appropriate Accident/Incident Form to the HSE and copies forwarded to the Authority's authorised officer(s).
- 33.4 The Contractor(s)'s staff shall be required to carry and display a form of identification for any period during which they are working on the Authority's premises.
- 33.5 The Contractor(s) shall provide uniforms for their staff at all times while on the Authority's premises and ensure that staffs are dressed in appropriate protective uniforms/work wear.
- 33.6 The Authority expects the highest standards of personal hygiene, courtesy and consideration from all of the Contractor(s)/sub-contractor(s) staff at all times.
- 33.7 The Contractor(s) shall prohibit their staff from smoking on any of the Authority's premises.
- 33.8 The Contractor(s) shall ensure that their staff refrains from the use of mobile phones or radio devices whilst on the premises of the Authority. A mobile phone may be used to contact the Contractors premises.
- 33.9 The Authority reserves the right to request the removal of staff who fails to carry out the service to the standards required by the Authority as outlined within the contract specification.
- 33.10 The Contractor(s) shall fulfil the requirements of the contract with a minimum of disruption. Specific attention should be drawn to the following:
  - 33.10.1 Not convey any articles to or from a patient and/or visitor or have any

- dealing with any patient and/or visitor unless so requested by the Authority's authorised officer.
- 33.10.2 Not to trespass on Authority property but confine themselves strictly to the locality of their work.
- 33.10.3 The Contractor(s) attention is drawn to the provisions of the Mental Health Act 2007 which, lays down penalties to which persons employed in Mental Health Hospitals are liable upon conviction for misconduct with patients. A copy of the Act may be seen in the office of the Unit Manager and Contractor(s) are reminded that ignorance of the law is not regarded as a defence in the Courts.
- 33.10.4 The Contractor(s) and relevant staff employed on this contract must at all times be mindful of the need to respect patient confidentiality, and should not interact verbally or physically with patients.
- 33.11 The Contractor(s) shall be liable for both authorised and unauthorised acts of its employees whilst carrying out their duties in line with the contract specification whilst they are on the Authority's premises.
- 33.12 The Contractor(s) shall ensure that:
  - 33.12.1 Every person newly recruited to be employed by the Contractor(s) and/or sub-contractor(s) in and about the provision of the services shall, at the Contractor(s)'s expense, at the commencement of the contract period or that person's employment (whichever shall be the latter) be medically screened, a copy of which shall be made available to the participating Authority's Occupational Health Services.
  - 33.12.2 Any employee shall be excluded from the site when suffering from any infectious or communicable disease.
- 33.13 In the event of Contractor's staff who have, or who may have, access to the Authority sites during the course of the Contract being criminally prosecuted for a serious offence (as defined in the Police and Criminal Evidence Act 2005), the Contractor(s) must immediately supply the authorised officer with a full report of the circumstances and, ultimately, of the outcome of any judicial procedures.

#### 35 MONITORING OF THE CONTRACT

- 34.1 The Contractor(s) and the Authority's authorising officer(s) will be responsible for monitoring the quality and effectiveness of the service. All contractors must submit with their tender a statement on how these standards will be achieved and monitored in practice. This will be agreed between the Contractor(s) and the Authority.
- 34.2 Contractors must provide a written outline of how they propose to monitor, trace and audit the contract during the life of the agreement within their tender proposal.
- 34.3 The Authority, in accordance with its Duty of Care principles will agree a formal monitoring system with the Contractor(s), to commence at the start of the contract and be based on a continuous assessment process throughout the life of the contract.
- 34.4 The Authority, reserves the right to inspect with or without prior notice, all records relating to the performance of the contract.
- 34.5 The Authority reserves the right to visit any specified holding/waste disposal sites with or without prior notice during the contract period.
- 34.6 Contract review meetings will be held on a regular basis between the Contractor(s) and the Authority's representatives. It is intended that these meetings will provide both parties with the opportunity to raise issues related to performance, incidents, finance, new legislation, targets, overall tonnage, continuous improvement initiatives or any other aspect of the contract. They will provide a forum for open discussion to ensure continued success of the trading relationship.

# 36 PRICE, PAYMENT AND SUPPORTING INVOICE/MANAGEMENT INFORMATION

35.1 The Authority will require the following management information pertaining to their waste collections in support of the monthly invoice for each type of waste stream.

35.1.1 Site Location.

- 35.1.2 Date of Uplift.
- 35.1.3 Number and size of each container collected from each site.
- 35.1.4 Total weight for each site for bulk collection.
- 35.1.5 Any bin or other equipment rental where appropriate.
- 35.1.6 All the above data for all waste uplifts.
- 35.2 All invoices must quote the current price per tonne/unit, or unit cost, for the collection and relevant Waste Transfer Notes, Hazardous Waste Consignment Notes and Certificates of Destruction.
- 35.3 Where sub-contracting arrangements exist, the Contractor(s) shall arrange for all invoices to be co-ordinated with the Authority receiving one consolidated monthly invoice.
- 35.4 The Contractor(s) must have in place a fully auditable identification and tracking system from point of collection to disposal of all waste streams.
- 35.5 The provision of individually numbered tags for the closure of clinical waste sacks will also be the responsibility of the successful Contractor(s).
- 35.6 A computerised/web-based tracking system is desirable albeit not essential.
- 35.7 A carbon calculator for movement of the waste is also desirable.

#### 37 QUALITY ASSURANCE/ENVIRONMENTAL POLICY

- 36.1 Contractors shall provide details of any updates to their quality assurance system and/or accreditations (including copies of certificated evidence) operated by their company, which are applicable to this contract.
- 36.2 Contractors shall provide details of any current and future Environmental policies and/or accreditations (including copies of certificated evidence) developed/received by their company, which are applicable to this contract.

#### **38 PUBLIC HOLIDAYS**

37.1 The Contractor(s) must ensure that service schedules and staffing levels are unaffected by Public Holidays.

#### 39 CONTRACT MANAGEMENT

- 38.1 In the absence of the Contract Manager the contractor(s) will notify the authorised officer, in writing, of a named representative who is nominated to deputise, together will their current qualifications and experience.
- 38.2 The Contractor(s) will be required to nominate a competent person(s) who can be contacted during operational hours.
- 38.3 The Contractor(s) will be required to nominate a competent person(s) who can be contacted in the event of an emergency. An out of office out of hour's phone number will be required.
- 38.4 The Authority will supply the Contractor(s) with similar out of hours contact names for each of the sites included within the contract.
- 38.5 The Contactor(s) will provide the Authority with sustainable solutions to current and future waste legislation (including guidance and advice).

The Contractor will:

- 38.5.1 Develop controlled waste segregation practices to ensure the Authority obtains best possible value for money and meets its regulatory obligations.
- 38.5.2 Develop and deliver a strategy to provide personnel training to all staff that handle or are involved with waste e.g. safety, cost, and efficiency, hygiene, control, documentation and equipment operation.
- 38.5.3 The development of Key Performance Indicators to measure waste management within the Authority.

- 38.5.4 Support the development of the Authority's Environment and Sustainability Policy.
- 38.5.5 Monitor performance against original tender requirements/specification and report back to Authority's representatives.

#### 40 INNOVATIONS/ADDITIONAL SERVICES

40.1 Contractors are encouraged to provide written proposals for any additional Services they believe should/can be added to the contract. The Authority welcomes any initiatives/innovations from Contractors to help minimise waste levels and embrace recycling. These initiatives should be sustainable and cost effective and include environmental best practice. Contractors should include all proposals in writing. Contracting Authorities welcome variant bids where suppliers can offer innovation that may not have been addressed within the specification.

#### 41 APPENDIX A

#### **LEGISLATION AND GUIDELINES**

The following legislation and guidelines list is not exhaustive and the Authority will require the appointed Contractor(s) to ensure that it notifies and advises the Authority to all relevant current/future legislation, regulation and guidelines in order to ensure that the Authority meets their duty of care:

PLEASE NOTE: The spec refers to a number of acts and regulations. Any updates to these acts or regulations must be adhered to throughout the life of the contract. The following list of Legislation and Guidelines applies to England only.

- HTM 07-01 Safe Management of Healthcare Waste
- European Waste Catalogue (2002)
- Control of Pollution Act 2003
- Control of Pollution (Amendment) Act 1989
- Environment Act 1995
- Environmental Protection Act 1990
- Controlled Waste Regulations 2012, SI 588
- Controlled Waste (Amendment) Regulations 1996, SI 566
- Controlled Waste (Registration of Carriers and Seizure of Vehicles) Regulations 1991, SI 1624
- Controlled Waste (Regulation of Carriers and Seizure of Vehicles) (Amendment)
   Regulations 1998, SI 605
- End of Life Vehicles Regulations 2005, SI 2635
- End of Life Vehicles (Amendment) Regulations 2010, SI 1094
- Environmental Civil Sanctions (England) Order 2010 SI 1157
- Environmental Civil Sanctions (Miscellaneous Amendments) (England)
   Regulations 2010 SI 1159
- Environmental Permitting (England and Wales) (amendment) Regulations 2011
- Environmental Protection (Duty of Care) Regulations 1991 SI 2839
- Environmental Protection (Duty of Care) (England) (Amendment) Regulations 2003, SI 63
- Hazardous Waste Regulations 2005
- Hazardous Waste (England and Wales) (Amendment) Regulations 2016 SI 507
- Landfill (England and Wales) Regulations 2002, SI 1559
- List of Wastes (England) Regulations 2005 SI 895
- List of Wastes (England) (Amendment) Regulations 2005 SI 1673
- Packaging (Essential Requirements) Regulations 2003, SI 1941
- Packaging (Essential Requirements) (Amendment) Regulations 2004, SI 1188
- Packaging (Essential Requirements) (Amendment) Regulations 2006 SI 1492

- Packaging (Essential Requirements) (Amendment) Regulations 2009 SI 1504
- Packaging (Essential Requirements) (Amendment) Regulations 2015 SI 1640
- Producer Responsibility Obligations (Packaging Waste) Regulations 2007 SI 871
- Producer Responsibility Obligations (Packaging Waste) (Amendment) Regulations 2010 SI 2849
- Producer Responsibility Obligations (Packaging Waste) (Amendment) Regulations 2016
- Transfrontier Shipment of Radioactive Waste and Spent Fuel Regulations 2008 SI 3087
- The Transfrontier Shipment of Waste (Amendment) Regulations 2014
- Transfrontier Shipment of Waste Regulations 2007 SI 1711
- Transfrontier Shipment of Waste (Amendment) Regulations 2008
- Waste Batteries and Accumulators Regulations 2009 SI 890
- Waste Electrical and Electronic Equipment Regulations 2013 SI 3289
- Waste Incineration (England and Wales) Regulations 2002, SI 2980
- Waste Electrical and Electronic Equipment (Amendment) Regulations 2007 SI 3454
- Waste Electrical and Electronic Equipment (Amendment) Regulations 2009 SI 2957
- Waste Electrical and Electronic Equipment (Amendment) (No2) Regulations 2009 SI 3216
- Waste Electrical and Electronic Equipment (Amendment) Regulations 2010 SI 1155
- Waste Electrical and Electronic Equipment (Amendment) Regulations 2015
- Waste (England and Wales) Regulations 2011 SI 988
- Waste Management (England and Wales) Regulations 2006 SI 937
- Waste Management Licensing (Amendment) Regulations 1995 SI 288

#### Other regulations/guidelines:

- The Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009
- ADR 2011

# **42 APPENDIX B**

#### **FUTURE REGULATIONS AND GUIDELINES TO CONSIDER**

Health Technical Memorandum (HTM) 07-01

### **43 APPENDIX C**

#### **KEY PERFORMANCE INDICATORS**

In addition to the following the Trust is in the process of developing further KPIs for more effective management of the contract. Indicatively these will include:

- Healthcare waste as a % of total waste
- Healthcare waste as a % of domestic waste
- Recycling/re-use volumes per waste stream
- % of total waste sent to landfill
- % of total waste recycled

No.	KPI	Description	Min. Threshold
1	Missed collection rates %	Missed or unsuccessful collection rates shall be equal to or less than 3% of the total collections made by the Contractor for that Month.	97%
2	Re-performance of missed collection	Where the Contractor has missed a collection or it has otherwise been unsuccessful (and such failure is not the fault of the Service User), the Contractor shall re-perform the collection within 24 hours of responding to the notification of the missed/unsuccessful collection.	100%
3	Replacement of waste receptacles / bags	At each collection, the Contractor shall replace the container/bag it is collecting from the Site with a replacement container/bag on a like for like basis.	100%

4	Responding to an additional collection request	The Contractor shall acknowledge and respond to any additional collection request (or amendment to existing request) within 24 hours of receipt.	95%
5	Performing an additional collection request	The Contractor shall perform an additional collection request within 48 hours of making such arrangements.	95%
6	Report of volume/items collected	The Contractor is required to report to the Trust the volumes of Contract Waste collected, the number of collections made and waste disposal stream during each Month. There are no minimum contract volumes.	100%
7	Feedback from Service Users on Services ratings	Service Users (at our operational bases and stations) may rate the Services via a comments box or specific trust email account. A five star rating system will be used, with 5 being excellent and 1 being extremely poor. The Contractor shall achieve feedback ratings from Service Users of between 2 and 5 stars.  Any comments left by Service Users shall be reviewed by the Trust on a monthly basis or as deemed fit. The Trust may respond directly to any Service User that rates the Services with a 1.	95%

No.	Performance Parameter	Failure Categor y	Remedi al Period	Monitoring Method
8	Contractor(s) shall submit to the Trust prior to Service Commencement, and instigate quarterly reviews, systems and procedures for the safe and legal handling, segregation, collection and storage of all Waste prior to removal from Trust sites. Such system(s) shall be based on risk	Medium	1 Week	Systems and procedures provided. Quarterly review undertaken.

	accomments undertaken by the			
	assessments undertaken by the			
	Contractor and should have the following			
	objectives:			
	<ul><li>a) Comply with the Trusts segregation and streaming system;</li><li>b) Minimise handling at all stages;</li></ul>			
	c) Implement Waste reduction and			
	minimisation measures wherever practicable; and			
	d) Compliance with all waste legislation.			
9	Contractor(s) or its agent shall	Major	4 Hours	Helpdesk
	undertake scheduled Waste collections			records.
	for disposal in accordance with the			
	Waste collection schedule agreed with			
	the Trust and in accordance with the			Determined
	Trusts waste exemption conditions			
	(relating to storage conditions, storage			by default.
	timescales and storage quantities).			
10	Contractor(s) or its agent shall ensure	Major	4 Hours	Determined
	that Confidential Waste remains			by default.
	secure; in compliance with the			
	European standard EN 15713:2009			
	(which replaced BS 8470:2006) code			
	of best practice. Emergency			
	Rectification Time as Appendix B.			
11	Contractor(s) or its agent shall	Medium	4 Hours	Monthly
	transport all waste from the designated			review of
	storage areas in accordance with the			procedures.
	Service Standards contained in			
	Appendix A Waste Collection and			Determeine
	Storage.			Determined
10	Contractor(a) or its amont shall subsect	Madiu	1 \\/ = -1:	by default.
12	Contractor(s) or its agent shall submit	Medium	1 Week	Annual
	to the Trust for approval and undertake			review undertaken.
	at least a bi-annual review of routes,			undertaken.
	including contingency routes, for all waste movements.			
13	Contractor(s) or its agent shall ensure	Medium	1 Hour	Helpdesk
13	waste movements only occur within the	wealull	i Houi	records.
	1			records.
	routes agreed by the Trust. Note that no hazardous waste can be transferred			
	and unloaded for intermediate storage			
	at any Trust premises i.e. hazardous			Determined
	waste must be collected from Trust			by default.
	waste must be collected from Trust			_

	sites and taken for disposal/treatment and not brought back to other Trust sites for bulking up.			
14	Contractor(s) or its agent shall ensure that wastes from any of the Trusts sites are transported using licensed contractors and taken to suitably licensed or permitted disposal/treatment sites in the United Kingdom. Evidence shall be obtained and retained by the Contractor(s) or its agent.	Major	4 Hours	Monthly audit undertaken.  Determined by default.
15	Contractor(s) or its agent shall record an auditable waste control procedure, available to the Trust or inspectorate bodies within 1 hour of request that as a minimum:  a) Records a written description of the waste which includes:  i) Its nature, source and quality;  ii) Sufficient information as defined in this specification.  iii) The audit trail to discharge the Trusts duty of care; and iv) Any other relevant information likely to affect the handling or disposal of the waste; and  b) Ensures that the means of treatment and disposal are appropriate to the waste stream;  c) Records the weight, volume, EWC code (European Waste Catalogue) and type of all categories of waste; and  Contractor(s) and the Trust shall agree to undertake annual audits of contractor's performance.	Major	4 Hours	Information available by the time agreed in information KPI's.