

Title: Clinical Waste Contracts

Reference Number: RDF1203-23

Date of Response: 07/02/2023

Further to your Freedom of Information Act request, please find the Trust's response(s) below:

I would be most grateful if you would provide me, under the Freedom of Information Act, details in respect to the Clinical Waste Contract/s that your trust currently has in place.

The details we require are:

- 1. Suppliers who applied for inclusion on each framework/contract and were successful & not successful at the PQQ & ITT stages*

Answer:

Eastern Services: Information not retained by the Trust.

Northern Services: All providers on the framework under Lot 3 of LPP/2017/011 were invited to bid, SRCL (Stericycle) were the only provider to submit a bid.

- 2. Actual spend on this contract/framework (and any sub lots), from the start of the contract to the current date*

Answer: This information is commercially sensitive and its release would, or would be likely to prejudice the commercial interests of the Trust.

In applying the exemption under Section 43(2) the Freedom of Information Act the Trust has balanced the public interest in withholding the information against the public interest in disclosure. The Trust has considered all the relevant factors in the public interest test and concluded that the benefit to the public in applying the exemption outweighs the public interest in releasing the information requested as a result of the prejudices and losses that would potentially affect the Trust and patients. As such this information is being withheld under Section 43 (2).

- 3. Start date & duration of framework/contract?*

Answer:

Eastern Services:

Recycling and Domestic Waste for community: Let 2016, Expired 2019.

Domestic Waste Community (other locations): Let 2014, Expired 2019.

Clinical Waste – Main Sites: Let 2013, Expired 2018.

Domestic Waste – Main Sites: Let 2013, Expired 2016.

Northern Services:

01.07.2018 for initial period of 3 years with 2-year extension option.

- 4. Could you please provide a copy of the service/product specification given to all bidders for when this contract was last advertised?*

Answer: Please see documentation attached.

5. *Is there an extension clause in the framework(s)/contract(s) and, if so, the duration of the extension?*

Answer: Eastern Services: Yes - Contracts are let on a +1 +1 standard by default.
Northern Services: Extension period of 2 years (1+1) stated in the original contract.

6. *Has a decision been made yet on whether the framework(s)/contract(s) are being either extended or renewed?*

Answer: Eastern Services: They are scheduled to be retendered. Northern Services: No.

7. *Who is the senior officer (outside of procurement) responsible for this contract?*

Answer: Zahara Hyde - Director of Estates & Facilities.

8. *Who is the Infection Control Lead responsible for the Trust + contact information?*

Answer: Carolyn Mills - Director of Infection Control.

9. *Who is the Procurement Lead for Clinical Waste contracts for the Trust + contact information*

Answer: John Malloch, Head of Procurement.

10. *Who is the Environmental/Sustainability lead for the Trust + contact information*

Answer: Dave Tarbet, Director of Business, Innovation and Sustainability.

11. *Who is the Waste management Lead for the trust + contact information*

Answer: Zahara Hyde - Director of Estates & Facilities.

12. *Who is the Health and Safety lead for the Trust + contact information*

Answer: Graham Armstrong - Head of Health and Safety.

13. *Who is the Clinical waste incumbent?*

Answer: Peakes.

Northern Services: Stericycle.

14. *Does the Trust make use of reusable or disposable sharps containers?*

Answer: Disposal sharps containers, but trials in progress to potentially have reusable in some areas.

Northern Services: Yes.

DOCUMENT 4: CONTRACT SPECIFICATION

TENDER FOR THE SUPPLY OF DOMESTIC WASTE MANAGEMENT SERVICES TO ROYAL DEVON AND EXETER HOSPITAL FOUNDATION TRUST

Tender Reference:	Insert Trust tender reference if applicable
OJEU Reference:	Insert OJEU reference number
Contract Period:	Insert dates that contract is applicable i.e. 5 Years: 31 November 2014 – 30 November 2019
Contract Extension Period:	Insert period extension period is applicable i.e. 1 Year – 31 November 2019 – 30 November 2020 Please Note: Extension clauses can only be included if placed in original OJEU advert

CONTRACT SPECIFICATION CONTENTS:

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PART A: INTRODUCTION/GENERAL INFORMATION

NOTE: Where a section heading is marked with a *, Tenderers are required to provide either a written statement/outline or further information/evidence within their tender proposal document.

Part D of the Contract Specification provides a full outline of information that must be provided by Tenderers within their tender proposal if they wish to be considered for this contract.

1. INTRODUCTION*

- 1.1 This contract will be for a General Waste Management Service for the Royal Devon and Exeter Foundation Trust (hereafter referred to as either RDEFT, the Trust or Trust)
- 1.2 The contract will initially encompass the, collection, recycling, treatment and final disposal of non-hazardous general wastes from sites under the Trust's control
- 1.3 The contract will monitor all waste processed under the contract from collection to final disposal.
- 1.4 The contract is intended to be a partnership agreement between the Trust and the nominated Contractor.
- 1.5 The contract specification alongside the NHS Terms and Conditions of Contract for Services (Document 3) and Supplementary Terms and Conditions of Contract (Document 7) outlines the service, parameters and requirements of the Trust required from the nominated Contractor(s) during the course of this contract.
- 1.6 This contract specification details the activities to be carried out throughout the duration of the contract. The overriding principal must be adherence to the intent of the specification to undertake the services, meeting with the satisfaction of the Trust's authorised officers.

1.7 The contract specification is split in to five specific sections, these are as follows:

- a) Introduction/General Information (Part A)
- b) Technical Requirements of the Contract (Part B)
- c) Trust Service Schedule/Waste Data (Part C)
- d) Evidence/Supporting Information Required from Tenderers (Part D)
- e) Contract Award Criteria/Weighting (Part E)

1.8 If Tenderers cannot perform any of the services or requirements outlined within the contract specification (Document 4) or NHS Terms and Conditions of Contract for the Supply of Services (Document 3) and/or the Supplementary Terms and Conditions of Contract (Document 7), they must notify the Trust in writing via their tender proposal.

1.9 This specification must be read in conjunction with Document 5: Offer Schedule, for the supply of all labour, waste containers (e.g. wheelie/static bins), materials, transport and associated facilities to provide, for the collection, transportation and re-cycling/disposal of all waste streams for the Trust.

1.10 The tender will be costed on the basis of waste being collected in a decant bin or a skip exchange arrangement according to the collection schedule listed in Part C of this specification. It is expected that charges will be based on kilograms of waste removed wherever possible.

1.11 Tenderers must complete Document 5: Offer Schedule in the format provided. Tenderers who do not complete the Offer Schedule in the format provided **will not** be considered for the contract.

1.12 Where deemed necessary by the Trust, the Contractor(s) will be obliged to carry out Disclosing and Barring Services (DBS) checks on their operatives who are employed within the contract provision and by any sub-contractors.

1.13 All Tenderers will be invited to visit all of the Trust's sites applicable to this contract, during the tendering process.

Tenderers will be notified of site visits/pre tender meetings prior to the visit/meeting taking place by the Trust.

1.14 The Tenderer shall be deemed to have inspected the sites to ascertain the nature of the works, conditions particular to the Site, including access arrangements and all other matters affecting the execution of works prior to accepting the contract.

1.15 Locations/collection frequencies and other details specified by the Trust provided within Part C of the contract specification are subject to change/alteration during the duration of the contract. The Trust reserves the right to add or deduct sites as appropriate.

2. AIMS AND OBJECTIVES OF THE CONTRACT

2.1 The RD&E is aiming to significantly reduce the amount of waste which is sent for disposal at landfill. One of the challenges faced by a healthcare provider is minimising infection risks to patients. Increasing the amount of bins in clinical areas to enable a source segregation recycling strategy is not compatible with the RD&E's infection control strategy. To facilitate an increase in recycling, the RD&E is seeking a waste contractor who can supply a zero waste to landfill disposal option which requires a minimum of source segregating mixed municipal waste. The expected outcome is that the RD&E will no longer be required to pay for the landfill tax levied on mixed municipal waste.

2.2 This contract is for the provision of a Waste recycling service. The Contractor(s) will manage, in the manner described in 2.3, the following waste streams from the start of the contract: *referenced in "storage of domestic waste", ensure numbers are correct*

2.2.1 Domestic/General/Black bag waste

2.2.2 Dry Mixed Recycling*

2.2.3 Mixed Plastics*

2.2.4 Glass*

2.2.5 Cardboard*

**See appendix xxx for details of current waste management arrangements.*

2.3 With regards to the waste streams listed above, the Contractor(s) will:

2.3.1 Collect the waste streams at designated areas on the Trust's sites

2.3.2 Ensure the waste streams have been and are kept segregated

- 2.3.3 Transport and store the waste streams in a compliant manner
 - 2.3.4 Dispose of waste with regard to the waste hierarchy and in line with the zero waste to landfill ethos
 - 2.3.5 Send them onwards for final disposal, adhering to all legally required obligations pertaining to this activity
 - 2.3.6 Provide reports detailing the weight of waste sent out by the RD&E and the disposal method used. The minimum information required being as per Section 39
 - 2.3.7 Fulfil the above requirements from the start of the contract
- 2.4 It is the aim of the Trust to offer the Contractor the chance to 'phase in' remaining waste streams to this contract, during the life span of the agreement. This would be subject to the performance of the Contractor(s) in managing the waste streams indicated above and the Trust agreeing to the methods and costs by which the Contractor proposes to manage the extra waste streams. The Trust reserves the right to offer remaining waste streams on a competitive tender basis.
 - 2.5 It is the intention of the Trust to work in partnership with the Contractor(s) to develop and demonstrate the following value adding services during the contract life:
 - 2.5.1 Training and information for key/frontline staff in best practice waste management principals
 - 2.5.2 Maximising adherence to the Waste Hierarchy, through:
 - 2.5.3 Effective segregation of waste
 - 2.5.4 Improving segregation of non-healthcare waste incorrectly disposed of in healthcare waste receptacles
 - 2.5.5 Introducing sustainable systems to minimise waste
 - 2.5.6 Deliver sustainable recycling/reuse opportunities
 - 2.5.7 Improvement in waste management/minimisation across the Trust to reach NHS targets during the course of the contract

3. CONTRACT PERIOD

- 3.1 The contract period will be initially for five years commencing **31/11/14 until 30/03/19.**

Contract Specification – 26/10/12

- 3.2 The Trust holds an option to extend the contract for a further twelve plus twelve months, commencing 31/11/19.

4. PRICE REVIEW MECHANISMS*

- 4.1 All prices quoted by Tenderers in Document 5: Offer Schedule are valid for a 12 month period, commencing from the tender return date, upon acceptance of an offer by the Trust.
- 4.2 Tenderers must provide a Price Review Mechanism within their tender proposal that they will use to modify prices during the contract. The Trust reserves the right to alter/suggest alternative Price Review Mechanisms prior to the commencement of the contract with the Contractor(s)
- 4.3 Contract price reviews will take place on an annual basis between the Trust and the Contractor(s). The Contractor(s) must notify the Trust in writing three months prior to the proposed price alteration of their intention to modify prices.
- 4.4 Any application by the Contractor(s) for a price review following changes in legislation must be supported by a written explanation/justification for the Trust to consider.
- 4.5 No contract price increase shall come into effect without the written agreement of the Trust.
- 4.6 Following any contract price review agreed between the Trust and the Contractor(s) will remain firm for at least 12 months from the date that the price review came into effect.

5. REFERENCES*

- 5.1 Tenderers are required to provide the names, addresses and contact details of at least three references from business which produce a similar volume of waste production as the RD&E and preferably within a close proximity of the Trust. At least one NHS reference is desirable.
- 5.2 Tenderers should provide details of the approximate value of the reference contracts and the level of services provided to these customers.

6. SUPPLIER INFORMATION*

6.1 Tenderers are encouraged to provide any relevant information within the tender proposal, which they believe, will support their application.

7. SUPPLIER(S) CONTACTS*

7.1 Tenderers must provide the following contact details of the person who is the lead officer in preparing the written tender proposal/offer for their company:

Nominated Contact,
Job Title,
Address,
Mobile/Telephone Number,
E Mail

7.2 Tenderers must provide the following contact details of the person who will manage this contract:

Nominated Contact,
Job Title,
Address,
Mobile/Telephone Number,
E Mail

8. TRUST CONTACT INFORMATION

8.1 Tenderers are advised to read all of the tender documentation carefully prior to preparing a formal offer for this contract. Tenderers should ensure that they are fully familiar with the nature and extent of the obligations required by them if their tender is accepted by the Trust.

8.2 If you require any further information/clarification regarding the tendering documentation or the procurement process please contact:

NAME REDACTED

Interim Head of Non Clinical Services

Contract Specification – 26/10/12

Royal Devon and Exeter Foundation Trust
Gladstone Road
EXETER
Devon
EX1 2ED
Telephone: [REDACTED]
E-mail: **EMAIL REDACTED**

8.3 If you have any questions of a technical nature regarding the provision of the services outlined within the contract specification, please contact:

NAME REDACTED
Energy and Sustainability Manager
Royal Devon & Exeter NHS Foundation Trust
Barrack Road
EXETER,
Devon EX2 5DW
Telephone: [REDACTED]
E-mail: **EMAIL REDACTED**

NAME REDACTED
Facilities Service Manager
Royal Devon & Exeter NHS Foundation Trust
Barrack Road
EXETER,
Devon EX2 5DW
Telephone: [REDACTED]
E-mail: **EMAIL REDACTED**

NAME REDACTED
Waste Manager

Royal Devon & Exeter NHS Foundation Trust

Barrack Road

EXETER,

Devon EX2 5DW

Telephone: [REDACTED]

E-mail: **EMAIL REDACTED**

PART B: TECHNICAL REQUIREMENTS OF THE CONTRACT

NOTE: Where a section heading is marked with a *, Tenderers are required to provide either a written statement/outline or further information/evidence within their tender proposal document.

Part D of the Contract Specification provides a full outline of information that must be provided by Tenderers within their tender proposal if they wish to be considered for this contract.

9. LEGISLATION, REGULATION AND GUIDANCE*

- 9.1 Tenderers must provide full details of any convictions or prosecutions brought against the company for the failure to comply with waste legislation and regulations during the past three years within their tender proposal.
- 9.2 The Contractor(s) will be required to comply with all current and future legislation, regulations and guidelines during the term of the contract. The Trust recognises that legislative and regulative compliance from Contractor(s) does not absolve the Trust from their own specific responsibility to comply with legislation and regulations. The Trust will require the appointed Contractor(s) to ensure that it notifies and advises the Trust to all relevant current/future legislation, regulation and guidelines in order to ensure that the Trust meets its Duty of Care as stipulated in the Environmental Protection Act 1990, as amended.
- 9.3 Tenderers must provide a written statement of conformity within their tender proposal on how they comply with current waste regulations/guidance.
- 9.4 The following regulations are due for revision and amending during the term of the contract – Tenderers 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 submission in future:

9.4.1 Hazardous Waste Regulations

- 9.4.2 Landfill Directive
- 9.4.3 Waste Electrical and Electronic Equipment (WEEE) Directive
- 9.4.4 Waste Food Regulations
- 9.4.5 The Ionising Radiation Regulations 1999
- 9.4.6 Restriction of the use of Hazardous Substances Directive
- 9.4.7 Packaging Waste Recovery under the Producer Responsibility Obligations Packaging Waste Regulations 1997 as amended in SI 1361 & SI 3447 1999.
- 9.4.8 Waste Incinerator Directive – Directive 2000/76/66 Incineration of Waste
 - 9.5 The Contractor(s) will be required prepare and present proposals to the Trust to encompass new legislation, regulation and best practice as and when enacted.
 - 9.6 If any statutory requirements or regulations are found to be contravened by the Contractor(s) or any sub-contractor working on his behalf, the Trust will reserve the right to terminate the contract in accordance with NHS Conditions of Contract for the Supply of Services for any material breach.
 - 9.7 Tenderers 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).

10. LICENCES*

- 10.1 The Tenderers must submit to the Trust copies of all certificates and licences, as relevant to the contract tendered for, in particular:
 - 10.1.1 Waste Carrier Registration Certificate(s)

10.1.2 Waste Broker Registration Certificate

10.1.3 Mobile Plant Licence(s)

10.1.4 Exemption(s) from waste management licensing

10.1.5 Local Authority Authorisation(s)

10.1.6 Transfer Station Licence(s)

10.1.7 Waste Management Licence(s)

10.1.8 Integrated Pollution Prevention and Control (IPPC) Permits & Pollution Prevention and Control (PPC) Permit(s)

10.1.9 Details (copies of) Environmental licences relevant to the contract

10.1.10 Motor vehicle Insurance

10.1.11 Public Liability Insurance

10.1.12 Employers Liability Insurance

10.1.13 Environmental Management System E.M.S. certification

10.2 Tenderers must provide full details of the primary treatment site(s) (including location, capacity, permits etc) that are proposed to service the Trust contract.

10.3 Full details of all backup treatment/disposal sites or facilities to be used by the tenderer in the event of a primary site being unavailable.

10.4 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 must not be used.

10.5 The Contractor(s) shall immediately advise the Trust of any suspension, withdrawal or refusal to renew any licence, certificate or permissions applicable to carrying out the requirements of this contract during the term of the contract.

- 10.6 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.
- 10.7 The Trust will require sight of the original licences and other relevant documents on a regular 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'.
- 10.8 Tenderers are advised that the Trust 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 licences necessary to operate this contract within their tender proposal.

11. DUTY OF CARE*

- 11.1 To ensure that the Trust Duty of Care in respect of waste is adequately discharged Tenderers are required to:
- 11.1.1 Visit the sites, prior to tendering in order to establish the suitability of their proposed arrangements for the removal of waste.
- 11.1.2 Provide comprehensive written documentation relating to all aspects of the contract.
- 11.1.3 Provide a fully detailed audit trail relating to the collection of all waste streams - including appropriate method statements where significant risk is identified.
- 11.1.4 Provide details of weighbridge facilities and waste tracking processes.
- 11.1.5 Produce a complete procedure, which covers all the requirements of the Environmental Protection Act 1990, as amended, the Environmental Protection (Duty of Care) Regulations 1991, as amended, 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.

- 11.1.6 Allow Trust representatives to visit the Contractor(s) disposal sites to be used during the contract, prior to the contract being offered.
- 11.2 Tenderers 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.
- 11.3 Adherence to Duty of Care principles will be a continuing process throughout the duration of the contract. Tenderers are required to amend this procedure and their reporting requirements in line with any regulatory or statutory guidance changes as applicable thorough the life of the contract.
- 11.4 The Contractor(s) will be responsible for ensuring that the Trust sites are registered as Hazardous Waste Producers with the Environment Agency and that any necessary Exemptions or Permits required for carrying out waste operations on Trust sites are held by the Trust and that the stipulations of the Exemptions, Registrations or Permits are adhered to.

12. WASTE CATEGORIES*

- 12.1 The separate waste streams the Contractor(s) will be required to manage under this contract are detailed in sections 13 of this specification. This list is not exhaustive and may be subject to change throughout the life of the contract.
- 12.2 Any changes in waste streams and potential cost implications will be negotiated between the Contractor(s) and the Trust.
- 12.3 Tenderers 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 Document 5: Offer Schedule attached with this contract specification.

12.4 Tenderers must inform the Trust 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 tender proposal.

12.5 If Tenderers do not intend to manage individual waste streams covered within the contract specification either by their company or via sub-contracted/third party arrangements, then this should be clearly stated in writing via their tender proposal.

13. WASTE TYPES

13.1 Where appropriate, waste is segregated from other waste streams and subject to separate containment and labelling.

13.2 Specific categories of Domestic and General waste included within this contract include:

13.2.1 Domestic/General/Black bag waste

13.2.2 Dry Mixed Recycling

13.2.3 Mixed Plastics

13.2.4 Glass

13.2.5 Cardboard

13.2.6 Non-confidential paper

13.2.7 Flowers

13.2.8 Newspapers

13.2.9 Packaging

13.2.10 Paper Towels

13.2.11 Hand towels

13.2.12 Polystyrene

13.3 Subject to revised legislation and regulations, these categories are subject to alteration during the course of the contract.

13.4 Tenderers are invited to confirm whether they can take food waste, and to provide costing and disposal methods.

13.5 The list provided is an indication and not an exhaustive list. This list may be modified to meet the needs of the Trust.

14. CONTAINER POLICY

14.1 The colour coding adopted by the Trust, for Healthcare Waste containers, is that recommended by Safe Management of Healthcare Waste v2 guidance document.

14.1.1 Yellow – Clinical for incineration

14.1.2 Purple – Cytotoxic or Cytostatic

14.1.3 Orange – Infectious suitable for alternative treatment

14.1.4 Tiger Stripe – Non-hazardous Offensive waste

14.1.5 Black – Domestic or General waste

14.1.6 Pink – Compacted Domestic/General waste

14.1.7 The Trust also uses clear bags for recycling

14.2 The Contractor(s) will not provide any waste containers/receptacles or other waste management storage vessels/vehicles/hopper etc which could compromise adherence to this colour coding system. For example: it would be unacceptable to provide Domestic Waste bins which were orange in colour

14.3 All healthcare waste bags / containers are sealed with a numbered tag or label for identification purposes or stored in a uniquely identifiable container for audit purposes.

15. STORAGE OF WASTE*

- 15.1 The Contractor(s) will be required to provide appropriate containers for the safe storage of the waste dealt with by this contract.
- 15.2 The containers, subject to the approval of the Trust's authorised officer(s), shall minimise the handling of waste and be compatible with both the Trust's and the Contractor's transportation systems. Tenderers 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.
- 15.3 The contractor will provide the RD&E with either: replacement clean bins or bin cleaning services on request
- 15.4 Containers that become unsuitable for continued use through wear, vandalism, loss or any other reason shall be replaced as necessary at the Contractor's expense.
- 15.5 The containers will remain the property of and be maintained by the Contractor(s) throughout the contract.
- 15.6 The containers shall be lockable where required by the Trust
- 15.7 The containers must be promptly removed from the hospital site on the expiry or termination of the contract.
- 15.8 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 Trust during the length of the contract.
- 15.9 The Contractor(s) must provide evidence that significant extra storage/treatment capacity should be available in the event of a Major Incident.

16. SERVICE SCHEDULE*

- 16.1 The current service schedule requirements of the Trust are listed in Part C of the contract specification.

- 16.2 Tenderers are advised that the Trust currently use a forty cubic yard skip compactor for Domestic waste. This is exchanged and billed by the tonne. The Tenderer is encouraged to provide details of alternative collection methods where they are shown to be superior.
- 16.3 Details of existing waste holding/storage equipment either owned or leased by the Trust are listed in Part C of the contract specification.
- 16.4 The Trust encourages tenderers to provide any suggestions to improve the service schedules or the use of alternative waste holding/storage and treatment equipment. Proposals should be outlined in writing within the tender proposal and any associated costs should be included in Document 5: Offer Schedule (Additional Costs). The Trust is willing to consider new infrastructure arrangements if they are shown to be beneficial to the long term success of the Trust's waste management system.

17. SERVICE VARIATION*

- 17.1 Variations in service requirements will be notified to the Contractor(s) as and when required.
- 17.2 The period of notice for variations will be subject to individual service criteria.
- 17.3 A mechanism for agreeing variations will be agreed between the Trust and the Contractor(s) prior to the contract award. Tenderers are required to provide a proposed mechanism for agreeing variations as part of their submission for the Trust to consider.

18. COLLECTION POINTS – SUPPORTED BY INFORMATION IN PART C

- 18.1 The following sites are the current list of premises requiring collections:
- 18.1.1 RD&E Hospital Wonford, Barrack Road, EX2 5DW
- 18.1.2 RD&E Hospital Heavitree, Gladstone Road, EX1 2ED

- 18.1.3 RD&E Mardon House, Wonford Road, EX2 4UD
- 18.1.4 RD&E Exeter Mobility Centre, Wonford Road, 4DU
- 18.1.5 RD&E Occupational Health, 79 Heavitree Road, EX1 2HZ
- 18.1.6 RD&E Bell House, Marsh Green Road West, EX2 8PN
- 18.1.7 RD&E South Devon Renal Unit, Edginswell Business Park, Oak View Close, Torbay, TQ2 4FE

- 18.2 Please see Part C for maps showing details of waste generation points, collection points and any proposed areas for development into new, purpose built, waste collection areas.
- 18.3 See Part C for a schedule of available site access times, current bins and waste containers used by the Trust, and the method by which they are transported to the collection points (if required). Tenderers are encouraged to propose alternative methods where they believe it provides a superior result.
- 18.4 A schedule of agreed service points and service frequencies will be established between the Contractor(s) and the Trust. Bins, storage or containers must be cleared by the Contractor(s) as per the agreed schedule on each collection.
- 18.5 The Tenderer shall identify a sufficient number of containers to be supplied, to be agreed with the Trust prior to the commencement of the contract.
- 18.6 It is the Trust's responsibility to ensure access to site(s) is maintained in accordance with the agreed service schedule.

19. COLLECTION CRITERIA

19.1 With regards to bins or containers supplied, exchanged or decanted by the Contractor(s) as per (but not limited to) part 2.2 of this tender:

19.1.1 The Contractor(s) shall collect or decant used containers and replace them with empty containers as per the agreed schedule.

19.1.2 A schedule or systems for ensuring bins are maintained to a sufficient cleansing/hygiene standard will be established and agreed between the Trust and the Contractor(s). The Trust reserves the right to accept or reject proposals provided by tenderers.

19.1.3 The Contractor(s) must ensure that all replacement empty containers are functional as per relevant legislation prior to their return to the site.

19.1.4 Emptied or exchanged bins are to be returned to the designated storage area.

19.1.5 The Tenderer shall identify a sufficient number of containers to be supplied, to be agreed with the Trust prior to the commencement of the contract.

19.1.6 If the Contractor(s) is unable to service a site as per the agreed schedule then the nominated Trust representative must be notified immediately.

20. RECORDING OF WASTE COLLECTION AND DISPOSAL

20.1 All waste collected will be covered by a Waste Transfer Note in accordance with the Environmental Protection Act 1990. Details of applicable charges for the provision of Waste Transfer Notes must be stated in Document 5: Offer Schedule (Additional Costs).

20.2 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. Details of

applicable charges for the provision of Hazardous Waste Consignment Notes must be stated in Document 5: Offer Schedule (Additional Costs).

- 20.3 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.
- 20.4 All consignment and receipt notes shall be uniquely numbered.
- 20.5 Contractor(s) will ensure that the quantities of each waste stream, waste fraction or resource (where the Contractor(s) have converted a waste to a useable resource or material no longer classified as a waste) consigned or sent off site by the Contractor(s) can be reported to each Trust on a monthly basis.

21. TRANSPORTATION OF WASTE*

- 21.1 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 Trust may have. The Contractor(s) shall consult the Trust regarding any alterations.
- 21.2 Tenderers must provide details within their written proposal details of how they propose to transport waste from collection points to waste treatment facilities and if applicable how treated waste is transported to final disposal sites.
- 21.3 All vehicles used for providing the services are to be roadworthy and compliant with all legislation and regulations.
- 21.4 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 vexatiously) instruct the Contractor(s) not to use the said vehicles in the provision of the services. Each vehicle used must conform to the relevant legislation and regulations applicable to that vehicle .

- 21.5 Evidence that customised vehicles are compliant must be provided. For example vehicles which have been modified by the contractor to carry unusual loads or which have had lifting gear attached.
- 21.6 The interior and exterior of all vehicles must be kept clean and tidy.
- 21.7 The Contractor(s) will be required to demonstrate that they can provide adequate cover for the non-availability of vehicles for any reason.
- 21.8 The vehicles shall at all times, at the expense of the Contractor(s), be appropriately licensed and insured.
- 21.9 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 Trust representative(s) upon request.
- 21.10 The Contractor(s) shall provide evidence of current registration by the appropriate authority, as a waste carrier for the transportation and disposal of all of the waste streams covered by this contract.
- 21.11 Tenderers shall provide details of their company's Dangerous Goods Safety Advisor (DGSA) including evidence of qualifications, certification and technical competence together with a copy of their most recent Dangerous Goods Safety Advisor Report within their tender submission.
- 21.12 Contractor(s) will provide the Trust representative(s) with a copy of the Dangerous Goods Safety Advisor report on an annual basis.
- 21.13 The Contractor(s) shall ensure that the necessary Transport Documentation required to support the carriage of any waste(s) in their vehicles is completed in order to ensure that the Trust does not in breach Duty of Care regulations, in addition to this any other special requirements relating to healthcare and hazardous waste must be adhered to.

22. VEHICLE ACCESS

- 22.1 The Trust will ensure that adequate access and space for the Contractor(s) for the collection of waste streams in accordance with the agreed service schedule.
- 22.2 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.

23. WASTE TRANSFER/TREATMENT/DISPOSAL FACILITIES*

- 23.1 In accordance with existing relevant legislation Waste should be disposed of at licensed waste disposal site(s) and / or transfer station(s).
- 23.2 Tenderers must provide copies of licences/permits of any disposal/treatment sites that are proposed for use to service this contract – as stipulated in Section 11 (Licences) of the contract specification.
- 23.3 The Trust reserves the right to visit the specified site(s) in accordance with its “Duty of Care” responsibilities under the Environmental Protection Act 1990.
- 23.4 Tenderers must advise the Trust of the full names and address(s) of the proposed waste disposal site(s)/facilities(s) and / or transfer station(s) in writing within their written tender proposal.
- 23.5 In the event that the Contractor(s) wishes to utilise alternative site(s)/facilities(s) the Trust must be notified in writing. Prior notification must be received at least one month before the alternative site/facility is utilised. If the change in site is due to an emergency then the Trust must be notified of the change of site immediately and also as to the nature of the emergency.

- 23.6 In the event of a waste facility being unavailable, all Tenderers must provide clear and detailed contingency plans within their tender proposal. The successful Contractor(s) will be expected to continue to fulfil its obligations to the Trust in such circumstances.
- 23.7 If the Contractor(s) contingency plans are reviewed/updated during the course of the contract, written confirmation must be provided to the Trust.
- 23.8 Tenderers 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 the waste streams produced by the Trust.

24. RECYCLING/WASTE MINIMISATION*

- 24.1 All Tenderers are required to provide a proposal within their tender submission, which will address the issue of maximising adherence to the Waste Hierarchy as described in the Waste Regulations 2011.
- 24.2 With regard to the above, it is expected that the Tenderers will provide within their tender proposals a description of how they will assist the RD&E in increasing recycling and waste minimisation. 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 in all waste streams.
- 24.3 The transportation of un-segregated waste directly to landfill or other immediate disposal is deemed unacceptable to the Trust.
- 24.4 There is an expectation that the Contractor(s) will attempt to recover as much as is possible either through source segregation. Where source segregation is not viable, a Materials Reclamation Facility route or alternative procedures are expected. A clear description of what method the Contractor will use to maximise recovery of materials for recycling or reuse is to be provided.

- 24.5 Currently the Healthcare Waste stream is the main constituent by weight of the Trust's waste. This presents an opportunity for the Contractor(s). It is expected that the Healthcare Waste stream could be significantly reduced if it were better segregated at source (at ward level). Tenderers are invited to identify how they would work with the Trust to improve source segregation (I.E. at ward or department level) in order to reduce the amount of Healthcare Waste and increase the amount of non-hazardous waste available for recycling opportunities. It is anticipated that the successful Tenderer will be able to provide a route map of how they would approach this aspect of the contract. Other Trusts have been able to reduce the amount of clinical waste to below 50% of the total waste weight produced.
- 24.6 The Trust reserves the right to make unannounced visits to the specified site(s) in accordance with its "Duty of Care" responsibilities under the Environmental Protection Act 1990.
- 24.7 In the event that the Contractor(s) wishes to utilise alternative site(s)/facilities(s) the Trust must be notified in writing. Prior notification must be received at least one month before the alternative site/facility is utilised. If the change in site is due to an emergency then the Trust must be notified of the change of site immediately and also as to the nature of the emergency.
- 24.8 The RDEFT Wonford site has residential flats available to staff. These are currently serviced by Exeter City Council as the residents pay council tax. The flats produce domestic waste, dry mixed recycling and glass waste streams. There may be an opportunity to divert domestic and recycling from these flats into the remit of this tender. The Trust will only consider this option if it adds value to the Trust's waste management system, does not have a negative economic impact and does not cause legal issues with Exeter City Councils collection. Details of this waste stream are provided in Part C. The Trust reserves the right to refuse or accept all or part of the proposal.

25. EQUIPMENT*

25.1 Tenderers shall indicate within their tender submission a written proposal of additional equipment (i.e. waste storage/holding), which could form part of the contract. The Trust reserves the right to accept or reject all or part of the proposals submitted.

25.2 Written proposals for additional equipment should include the following information:

25.2.1 Benefits / opportunities for the Trust if equipment is utilised.

25.2.2 Service / Maintenance Schedule for each piece of equipment proposed

25.2.3 Call out / response rates if equipment out of use or temporary unavailable

25.3 Tenderers must provide full cost details of any costs for additional equipment within Document 5: Offer Schedule (Additional Costs).

26. MAJOR INCIDENTS AND SEASONAL DEMANDS

26.1 In the event of a major incident occurring the Contractor(s) will be responsible for disposing of the waste generated by the Trust.

26.2 A major incident (an event resulting in significantly increased levels of Hospital activity due to public health disasters or other Force Majeure events out of the Trust's control) should be considered in the tender offering. The Contractor(s) should provide evidence that they are capable of providing a service robust and flexible enough to deal with the unique demands that could be placed on a Hospital at any time.

26.3 The Trust in conjunction with emergency services and the Environment Agency will advise the Contractor(s) of the nature of any excess waste created.

- 26.4 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)
- 26.5 The healthcare sector is subject to seasonal fluctuations in demand and therefore fluctuations in waste production. The contractor will be expected to cope with these fluctuations with increases or decreases in service as required. See part C for monthly waste production figures.

27. SUB-CONTRACTING*

- 27.1 Tenderers 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.
- 27.2 Tenderers 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 11.
- 27.3 The Contractor(s) shall not sub-contract the collection, transportation or disposal of waste with out the prior consent in writing of the Trust.
- 27.4 Where sub-contracting arrangements do exist, the Contractor(s) shall arrange for all invoices to be co-ordinated with the Trust receiving one consolidated monthly invoice.
- 27.5 Any associated administration charges for the management of third-parties and/or sub-contracted services (including the consolidation of collections, invoicing arrangements etc) must be indicated in Document 5: Offer Schedule in the (Additional Costs).

28. CONTRACT IMPLEMENTATION ACTION PLAN*

28.1 Tenderers are required to provide a comprehensive Contract Implementation Action Plan within their tender proposal describing how they propose to implement the contract if they are successful.

28.2 The Contract Implementation Action Plan will outline the following:

28.2.1 Any pre-contract information or meetings required

28.2.2 The proposed collection schedule for each individual site within the Trust once the contract commences

28.2.3 How the handover from existing Contractors will be managed

28.2.4 Proposed plan for the ordering and delivery of new bins/containers to the Trust

28.2.5 The method of transportation to be used for the collection of waste

28.2.6 Details of recruitment, training and development and mobilisation of staff to service/deliver the contract

28.2.7 The co-ordination of any sub-contracting/third party arrangements required to fully service the contract as specified

28.2.8 Proposed timetable to complete duty of care visits for the relevant Trust representatives

28.3 Tenderers are at liberty to nominate a revised collection frequency. Proposals will be agreed in with the RD&E prior to the contract commencing, the RD&E reserves the right to refuse proposals.

28.4 The Contractor(s) is at liberty to nominate a revised collection frequency during the course of the contract. Proposals will not adversely affect the overall cost of the contract and must be provided in writing to the Trust a month before the proposal is due to commence. The Trust reserves the right to reject requests to alter collection frequencies.

28.5 The Implementation Plan provided by Tenderers is subject to alteration and agreement between the successful Contractor(s) and the Trust.

29. SPILLAGE/ACCIDENTS*

- 29.1 Spillages and/or accidents on Trust sites or whilst carrying Trust waste must be immediately reported to the Trust contact/s and confirmed in writing within 48 hours.
- 29.2 Tenderers must provide a method statement for dealing with any spillage, burstage or accident within their proposal.
- 29.3 Costs arising to clear spillages, burstages or accidents that occur shall be included within the Document 5: Offer Schedule (Additional Costs).
- 29.4 Costs associated with clearing spillages, burstages or accidents where the Contractor(s) has been at fault, must be met by the Contractor(s).

30. NOISE CONTROL

- 30.1 The Contractor(s) shall ensure that all measures are taken to control the noise levels produced by his operations on the Trust site(s) required under or by virtue of any enactment, regulation or Codes of Practice or by the working rules of any industry.
- 30.2 The Contractor(s) attention is drawn in particular to Part III of the Control of Pollution Act 1974, Part III of the Environmental Protection Act 1990 and any Regulation made or Codes of Practice approved there under.
- 30.3 The Contractor(s) is to note that they will be working in a hospital environment. All noise levels are to be kept down to a minimum.

31. CONTRACTOR'S STAFF

- 31.1 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 Trust.

- 31.2 Staff appointed by the Contractor(s) and / or sub-contractor(s) and / or temporary staff 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 Trust sites.
- 31.3 Reportable incidences (i.e. RIDDOR) whilst undertaking work on behalf of the Trust, must be reported on the appropriate Accident/Incident Form and copies forwarded to the authorised officer(s) for the Trust.
- 31.4 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 Trust premises.
- 31.5 The Contractor(s) shall provide suitable uniforms for their staff at all times while on the Trust premises and ensure that staff are dressed in appropriate protective uniforms/work wear.
- 31.6 The Trust expects the highest standards of personal hygiene, courtesy and consideration from all of the Contractor(s)/sub-contractor(s) staff at all times.
- 31.7 The Contractor(s) shall prohibit their staff from smoking on Trust property.
- 31.8 The Contractor(s) shall ensure that mobile phones and radio devices will not be used within Trust properties without first securing the permission of the relevant trust representative(s).
- 31.9 The Trust reserves the right to request the removal of staff who fail to carry out the service to the standards required by the Trust as outlined within the contract specification.
- 31.10 The Contractor(s) shall fulfil the requirements of the contract with a minimum of disruption. Specific attention should be drawn to the following:

- 31.10.1 Not to convey any articles to or from a patient or have any dealing with any patient unless so requested by the authorised officer.
- 31.10.2 Not to trespass on Trust property but confine themselves strictly to the locality of their work.
- 31.10.3 The Contractor(s) attention is drawn to the provisions of the Mental Health Act 1983 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.
- 31.10.4 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.
- 31.11 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 Trust premises.
- 31.12 The Contractor(s) shall ensure that:
- 31.12.1 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 Trust's Occupational Health Service.
- 31.12.2 Any employee shall be excluded from the site when suffering from any infectious or communicable disease.
- 31.13 In the event of Contractor's staff who have, or who may have, access to the Trust sites during the course of the Contract being criminally prosecuted for a serious offence (as defined in the Police and Criminal Evidence Act 1984), 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.

32. SECURITY

32.1 The Contractor(s) shall be responsible for the security of all goods and equipment used by the Contractor(s) in or about the provision of the services or otherwise belongs to.

33. MONITORING OF THE CONTRACT*

33.1 The Contractor(s) and the authorising officers of the Trust will be responsible for monitoring the quality and effectiveness of the service. All Tenderers 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 Trust.

33.2 Tenderers 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.

33.3 The Trust, 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.

33.4 The Trust, reserves the right to inspect with or without prior notice, all records relating to the performance of the contract.

33.5 The Trust reserves the right to visit any specified holding / waste disposal site (s) with or without prior notice during the contract period.

33.6 A contract review meeting will be held on a monthly basis between the Contractor(s) and the Trust representatives. As the contract progresses then these meetings may be reduced to a less frequent level but may also be increased as necessary. The Trust reserves the right to arrange review meetings as deemed necessary.

33.7 Tenderers must provide a method of arbitration for any or all such matters that may cause dispute between both parties under this contract, within their tender proposal. The Trust reserves the right to accept or modify this method prior to acceptance of the agreement with the successful Contractor(s).

34. PRICE, PAYMENT AND SUPPORTING INVOICE/CREDIT MANAGEMENT INFORMATION

34.1 The Trust will require the following monthly management information pertaining to their waste collections in support of the monthly invoice. This should be in the form of a Microsoft Excel spread sheet

34.1.1 Site Location

34.1.2 Date of service provided

34.1.3 Number and size of each container collected from each site

34.1.4 Total weight for each waste stream/fraction/resource per collection

34.1.5 Final disposal method of the above

34.1.6 Any bin or other equipment rental where appropriate

34.1.7 All the above data for all waste uplifts

34.1.8 Copies of all waste transfer notes (either electronic or paper)

34.2 All invoices must quote the current price per tonne/unit, or unit cost, for the collection and relevant Waste Transfer Notes / Consignment Notes and any other paperwork/administration charges

34.3 Where sub-contracting arrangements do exist, the Contractor(s) shall arrange for all invoices to be co-ordinated with the Trust receiving one consolidated monthly invoice with the information listed in 36.1.1-36.1.8 provided as supporting information.

- 34.4 Any associated administration charges for the management of third parties and/or sub-contracted services (including the consolidation of collections, invoicing arrangements etc) must be indicated in Document 5: Offer Schedule (Additional Costs).
- 34.5 A schedule of costs for bin cleaning should be provided as part of the tender offer.
- 34.6 The Contractor(s) must have in place a fully auditable identification and tracking system from point of collection to disposal of all waste stream
- 34.7 A computerised/web-based tracking system is desirable albeit not essential.

35. QUALITY ASSURANCE/ENVIRONMENTAL POLICY*

- 35.1 Tenderers must have a certified Environmental Management System, either ISO14001, EMAS, or Green Dragon Level 5.
- 35.2 Tenderers shall provide details of the quality assurance system and/or accreditations (including copies of certificated evidence) operated by their company, which are applicable to this contract.
- 35.3 Tenderers shall provide details of the quality assurance system and/or accreditations (including copies of certified evidence) for the proposed sub-contractors who form part of the tenderers offer to deliver this contract.
- 35.4 Tenderers shall provide details of any environmental policies and/or accreditations (including copies of certificated evidence) developed/received by their company, which are applicable to this contract.
- 35.5 Tenderers shall provide details of the environmental policies and/or accreditations (including copies of certified evidence) for the proposed sub-contractors who form part of the tenderers offer to deliver this contract.

36. PUBLIC HOLIDAYS

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

37. CONTRACT MANAGEMENT*

37.1 All Tenderers are asked to provide a written proposal within their tender submission for the provision of a Contract Manager, together with their current qualifications and experience, who will be a single point of contact for the Trust.

37.2 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 with their current qualifications and experience.

37.3 The Contractor(s) will be required to nominate a competent person(s) who can be contacted during operational hours.

37.4 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 hours phone number will be required.

37.5 The Trust will supply the Contractor(s) with similar out of hours contact names for each of the sites included within the contract.

38. INNOVATIONS/ADDITIONAL SERVICES*

38.1 The Trust welcome any initiatives/innovations from Tenderers to help minimise waste levels, embrace recycling. These initiatives should be sustainable and cost effective in the provision of environmental best practice. Tenderers should include all proposals in writing via their tender proposal.

38.2 Tenderers are required to include within their tender submission a written proposal on how they would seek to reduce the amount of waste taken to landfill.

- 38.3 Tenderers are encouraged to provide written proposals for any additional services they believe should be added to the contract. Proposals should be provided in writing via their tender proposal.
- 38.4 Costs associated with the development/inclusion of these services should be included in the Other Costs section of Document 5: Offer Schedule (Additional Costs).
- 38.5 Offensive Waste stream (list of waste regulations code: 18.01.04.) This waste stream is currently managed by a specialist Healthcare Waste Contractor. Two years into the life of the Contract the Clinical Waste Contract comes up for renewal. The Trust will be seeking the best option for disposing of this waste stream. Tenderers are encouraged to provide details of how they could manage this non-hazardous Healthcare waste in a cost effective manner and if they would take the opportunity to do so.
- 38.6 Carbon Management. The Trust has been mandated to reduce its carbon emissions and to this end is working to improve carbon reporting methods. Tenderers are encouraged to provide information on how they could assist the Trust in both reporting carbon and setting carbon reduction targets for waste derived carbon dioxide equivalent.
- 38.7 Tenderers are encouraged to provide information stating how they would support the Trust in achieving carbon reduction targets relating to waste management.
- 38.8 The Trust reserves the right to accept or reject any proposed innovations/additional services prior to acceptance of an offer.

39. COMPLAINTS

- 39.1 The Contractor shall respond to any complaint, verbal or otherwise, and in connections with the provision of these services, within 48 hours of receipt. Failure to do so may result in a breach of the contractual obligation between the two organisations.
- 39.2 Tenderers are to provide details of their escalation procedure with their tender submission

40. MEASURING, MONITORING & REPORTING

40.1 The RD & E will, where possible, accurately measure and monitor its waste arisings and performance. The co-operation of all waste contractors is key to the success of this monitoring and, as such KPI's will be placed on waste contractors to ensure this data is collected. This information shall be provided to the RD &E in an electronic format and provided on a monthly basis.

Basic requirements of the monitoring reports should include:

- A breakdown of the materials collected
- Accurate weights on the total quantities of all waste being collected
- Accurate weights for all materials recovered, recycled, disposed to landfill etc
- Recycling rates of materials recycled, for example through a Materials Recovery Facility (MRF) or through composting
- Disposal to landfill rates of all materials disposed to landfill

As well as these basic monitoring and report requirements, the RD& E will work with its contractors with a view to developing a more granular reporting system. This may include:

- Accurate reporting on the breakdown of material, by material type and EWC Code, being collected and how and where they have been recovered, recycled or disposed
- Data reports on the quantity and percentage of materials being recycled and/or recovered
- Data reports on the quantity of waste being disposed to landfill
- Online access and archiving of legal documentation, including Waste Transfer Notes, Consignment Notes, Waste Carrier's Registrations and Environmental Permits
- Data reports on the or recovery routes calculated carbon emissions associated with disposal, recycling
- Statistical and graphical representation of the provided disposal and recycling data

41. WASTE, STREAM, TARGETS AND INDICATORS

41.1 Targets have been set against significant waste streams and where there are no specific targets we have set management aspirations

Waste Stream	Preferred Disposal Method	Management Aspiration	Indicators <i>What we will measure</i>	Targets
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General Waste	Disposal to landfill Or other treatment		% Waste diverted from landfill (tonnes)	?-% recycling rate by---? Reduce waste to landfill by--- % by---?
Dry Recyclables	Recycle	Increase our recycling rate, without increasing overall consumption	Dry material recycled (tonnes)	
Glass	Recycle		Glass material (recycled (tonnes)	
Scrap Metal	Recycle		Metal recycled (tonnes)	
Wood	Recycle		Wood recycled (tonnes)	
Cardboard	Recycle		Cardboard recycled (tonnes)	
Confidential Waste (paper)	Recycle		Confidential material recycled (tonnes)	
Food Waste			Food Waste diverted from landfill (tonnes)	
Hazardous Waste	Reduce	To reduce the occurrence of hazardous waste from our sites	Hazardous waste (tonnes)	
Waste Electrical and Electronic Equipment (WEEE)	Recycling of WEEE	To dispose of all hazardous waste in accordance with statutory legislation	WEEE (tonnes)	
Furniture	Reuse before recycling	To continue recycling furniture and where possible reuse	Furniture Reused/recycled (items)	
Ink and Toner cartridges	Recycling	To continue recycle cartridges	Cartridges (units)	

42. SERVICE LEVEL AGREEMENT (SLA)

The contract will be monitored using the following KPI's / SLA's on a monthly basis
The Contractor/Service Provider must obtain a minimum score of 80% or more in total each month against the items listed below in the SLA

Service Level Agreement

Score

Outstanding Performance	100%
Exceeds standards of contractual agreement	90%

Meets standards and expectations	80%
Below standards - requires improvement	70%
Unacceptable -immediate improvement required	60%

Operating Issues	Score
Adherence to collections schedules	
Report writing - accuracy and on time	
Customer care / liaison	

Staff related issues	
Punctuality / Reliability	
Uniform and appearance	

Management Support	
Response and problem solving	
Consistent delivery of service	

Efficient/Timely Processing of Orders	
Communication	
Invoicing and account management	

Overall Performance	Score %
Operational Issues	
Staff related issues	
Management support	
% score	

The Trust will require monthly reporting and review of the SLA over the life of the contract initially on a monthly basis for the first 3 months of the contract and then every 3 months; depending on performance

PART C: TRUSTSERVICE SCHEDULE/WASTE DATA

43 CURRENT SERVICE SCHEDULE:

43.1. Healthcare waste collections. N.B. Wonford site Healthcare waste collections are made by Trust staff who transport the waste to North Road for onwards removal by the Healthcare Waste contractor. *is this correct?*

HEALTHCARE WASTE COLLECTIONS				
Site/Location of Bins	Quantity of Bins	Size of Bins	Collection Times	Collection Frequency
Wonford North Road	25	660 litre Wheelie Bins	Between the Hours of 06.00 - 22.00	Twice Daily Am and Pm Monday - Saturday
Wonford Mortuary Hill	25	660 litre Wheelie Bins	Between the Hours of 06.00 - 22.00	Twice Daily Am and Pm Monday - Saturday
Wonford Diabetes Centre	1	660 litre Wheelie Bins	Between the Hours of 06.00 - 22.00	Twice a week Tuesday & Friday
Wonford Peninsular Medical School / RILD	1	660 litre Wheelie Bins	Between the Hours of 06.00 - 22.00	Daily Am Monday - Friday
Wonford Pharmacy CVAS Unit	1	660 litre Wheelie Bins	Between the Hours of 06.00 - 22.00	Daily Am Monday - Saturday
Wonford HSDU	4	660 litre Wheelie Bins	Between the Hours of 06.00 - 22.00	Daily Pm Monday - Saturday
Wonford Laundry	4	660 litre Wheelie Bins	Between the Hours of 06.00 - 22.00	Daily Am Monday - Saturday
Heavitree Day Case unit	12	660 litre Wheelie Bins	Between the Hours of 08.00 - 17.00	Daily Am and Pm

Contract Specification – Document 4 (March 2007)

				Monday - Friday
Occupational Health Heavitree	1	660 litre Wheelie Bins	Between the Hours of 06.00 - 22.00	Weekly Wednesday
Mardon House Rehabilitation Unit	2	660 litre Wheelie Bins	Between the Hours of 08.00 - 17.00	Monday Wednesday & Friday
Exeter Mobility Centre	1	660 litre Wheelie Bins	Between the Hours of 08.00 - 17.00	Weekly Wednesday

43.2 Domestic Waste collections. N.B. Wonford site Healthcare waste collections are made by Trust staff who transport the waste to North Road for onwards removal by the Healthcare Waste contractor. *is this correct?*

Domestic Waste Collections				
Site/Location of Bins	Quantity of Bins	Size of Bins	Collection Times	Collection Frequency
Wonford North Road	2	10 cubic meter Towable Cage	Between the Hours of 06.00 - 22.00	Twice Daily Am and Pm Monday – Saturday what are they collecting if this is the drop off point?
Wonford Mortuary Hill	1	10 cubic meter Towable Cage	Between the Hours of 06.00 - 22.00	Twice Daily Am and Pm Monday - Saturday
Wonford Diabetes Centre	2	1100 litre Wheelie Bins	Between the Hours of 06.00 - 22.00	Twice a week Tuesday & Friday
Wonford Peninsular Medical School / RILD	2	1100 litre Wheelie Bins	Between the Hours of 06.00 - 22.00	Daily Am Monday - Friday
Wonford Pharmacy CVAS Unit	2	1100 litre Wheelie Bins	Between the Hours of 06.00 - 22.00	Daily Am Monday - Saturday

Contract Specification – Document 4 (March 2007)

Wonford HSDU	2	1100 litre Wheelie Bins	Between the Hours of 06.00 - 22.00	Daily Pm Monday - Saturday
Wonford Laundry	2	1100 litre Wheelie Bins	Between the Hours of 06.00 - 22.00	Daily Am Monday - Saturday
Wonford Residences. (see section 28.9)	16	1100 litre Wheelie Bins	Between the Hours of 08.00 and 10.00	Friday, fortnightly
Heavitree Day Case unit	6	1100 litre Wheelie Bins	Between the Hours of 08.00 - 17.00	Daily Am and Pm Monday - Friday
Occupational Health Heavitree	1	660 litre Wheelie Bins	Between the Hours of 06.00 - 22.00	Weekly Wednesday
Mardon House Rehabilitation Unit	3	1100 litre Wheelie Bins	Between the Hours of 08.00 - 17.00	Monday Wednesday & Friday
Exeter Mobility Centre	1	1100 litre Wheelie Bins	Between the Hours of 08.00 - 17.00	Weekly Wednesday

43.3 Other waste streams

Other Waste Collections					
Site/Location of Bins	Waste Stream	Quantity of Bins	Size/Type of Bins	Collection Times	Collection Frequency
Wonford North Road				Between the Hours of 06.00 - 22.00	
Wonford Mortuary Hill				Between the Hours of 06.00 - 22.00	
Wonford Diabetes Centre				Between the Hours of 06.00 - 22.00	
Wonford Peninsular Medical School / RILD				Between the Hours of 06.00 - 22.00	

Wonford Pharmacy CVAS Unit				Between the Hours of 06.00 - 22.00	
Wonford HSDU				Between the Hours of 06.00 - 22.00	
Wonford Laundry				Between the Hours of 06.00 - 22.00	
Wonford Residences (see section 28.9)	Dry Mixed Recycling	5	1100lt	Between the Hours of 08.00 and 10.00	Friday, fortnightly
Wonford Residences (see section 28.9)	Glass	3	1100lt	Between the Hours of 08.00 and 10.00	Friday, fortnightly
Heavitree Day Case unit				Between the Hours of 08.00 - 17.00	
Occupational Health Heavitree				Between the Hours of 06.00 - 22.00	
Mardon House Rehabilitation Unit				Between the Hours of 08.00 - 17.00	
Exeter Mobility Centre				Between the Hours of 08.00 - 17.00	

43.4 Royal Devon and Exeter Foundation Trust Wonford Site waste tonnages

Wonford Site	Est. Vol. Per Year (Tonnes unless otherwise stated)		
	10-11	11-12	12-13 (july)
Healthcare Waste (including infectious and offensive)	694	678	224
Cytotoxic Waste	23	22	8

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Wonford Site	Est. Vol. Per Year (Tonnes unless otherwise stated)		
Type of Waste	10-11	11-12	12-13 (july)
Domestic/Black Bag Waste	686	669	234
Estates General Waste Skip	95	64	18
Non-confidential paper			
Furniture			
Scrap metal			
Dry Mixed Recycling			
Glass			
Printer/Toner Cartridges			
Wood			
Food Waste			
Cardboard			

Wonford Site	Est. Vol. Per Year (Tonnes unless otherwise stated)		
Type of Waste	10-11	11-12	12-13 (july)
Small mixed Non-haz WEEE	6.5		Waiting for figures from last collection
Compact Fluorescent Tubes	.661	.275	.339(by mercury)
Fridges WEEE	.5	1.3	1.6
Estates Garden Waste Skip <i>check this is a green waste skip and not a general waste skip</i>	6x14yrd	3x14yrd	1x14 yrd
Textile Waste			
Chemicals			
Mercury			
Oils			
Paints			
Products containing CFC's			
Solvents			
X-ray chemicals			

Wonford Site	Est. Vol. Per Year (Tonnes unless otherwise stated)		
Type of Waste	10-11	11-12	12-13 (july)
Mattresses			
X-ray films (confidential)			
Recording Media			
Confidential waste			
Feminine Hygiene			

43.4 Royal Devon and Exeter Heavitree Site

Heavitree Site – Significant site reduction to OPD only in 20xx	Est. Vol. Per Year (Tonnes unless otherwise stated)		
Type of Waste/Category	10-11	11-12	12-13 (july)
Healthcare Waste	42	38	13
General Waste Skip	13x8yrd	2.5	1x8yrd

41.2 RDEFT Mardon House site

Mardon House Site	Est. Vol. Per Year (Tonnes unless otherwise stated)		
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Type of Waste/Category	10-11	11-12	12-13 (july)
Healthcare Waste	5	5	1
Domestic	E.C.C. weight not on spreadsheet	E.C.C	

43.4 RDEFT Exeter Mobility Centre

Exeter Mobility Centre Site	Est. Vol. Per Year (Tonnes unless otherwise stated)		
Type of Waste/Category	10-11	11-12	12-13 (july)
Healthcare Waste	.5	.3	.1
General waste skip <i>is this used for black bags?</i>	1x14yrd per month	1x14yrd per month	1x14yrd per month

43.5 RDEFT D.O.A

DOA Site	Est. Vol. Per Year (Tonnes unless otherwise stated)		
Type of Waste/Category	10-11	11-12	12-13 (july)

43.6 RDEFT Occupational Health (Heavitree)

Occupational Health (Heavitree) Site	Est. Vol. Per Year (Tonnes unless otherwise stated)		
Type of Waste/Category	10-11	11-12	12-13 (july)

43.7 RDEFT Bell House

Bell House Site	Est. Vol. Per Year (Tonnes unless otherwise stated)		
Type of Waste/Category	10-11	11-12	12-13 (july)
		1x skip	

41.3 RDEFT Honeylands

Honeylands Site	Est. Vol. Per Year (Tonnes unless otherwise stated)		
Type of Waste/Category	10-11	11-12	12-13 (july)

43.8 RDEFT SDRU

SDRU Site	Est. Vol. Per Year (Tonnes unless otherwise stated)		
Type of Waste/Category	10-11	11-12	12-13 (july)
Healthcare Waste	18	25	8
Domestic Waste	weight not on spreadsheet		

44 DISCLAIMER ON DATA PROVIDED

44.1 Figures provided are only a guide/estimate, based on information provided by the current Contractor(s) and are correct according to the trusts best knowledge and understanding. The Trust is not liable for any additional costs incurred due to the inaccuracy of data provided.

45 EXISTING CONTRACTS/DETAILS

45.1 The following Contractors are employed by the Trust to manage existing waste contracts:

Type of Waste	Supplier(s) and Contact Details	Expiry Date of Contract
Healthcare Waste	██████████	31/03/2015
Domestic and General Waste	██████████	31/03/2013
Mixed Recycling	██████████	30/04/2013
Oily Rags	██████	
Confidential waste collection service for the rd&e	██████	30/04/2015
Fire Extinguishers	██████	
Histology/Pathology chemicals	██████	
IT equipment		
Textile Waste		

Type of Waste	Supplier(s) and Contact Details	Expiry Date of Contract

If a consortium, please replicate the list per trust

46 DETAILS OF WASTE STORAGE/HOLDING EQUIPMENT ON SITE

Tenderers are advised that the Trust currently has access to the following waste storage/holding equipment on its site/s:

Type of equipment	Size	Approx Date Installed	Approx Age	Owner of Equipment	Contact Details of Lease Company	Lease Expiry Date
Main Cardboard Baler	Mill sized bales					?
Secondary Baler						
Estates General Waste Skip	30yrd					NA.
Estates Wood Waste Skip	30yrd					

Type of equipment	Size	Approx Date Installed	Approx Age	Owner of Equipment	Contact Details of Lease Company	Lease Expiry Date
Estates Metal Waste Skip	7yrd					
Estates Haz WEEE container						
Estates Non-haz WEEE container						
Compactor						
Tow Truck						
Recycling Units						
INSERT APPLICABLE ITEMS NOT INCLUDED ON THE LIST OR DELETE NON APPLICABLE ITEMS						

PART D: EVIDENCE/SUPPORTING INFORMATION REQUIRED FROM TENDERERS

47 INFORMATION REQUIRED BY TENDERERS

47.1 As indicated throughout the contract specification, Tenderers are required to provide either a written statement or further information where a heading is marked with a *.

47.2 Tenderers are requested to structure their tender proposal as follows:

TENDER DOCUMENTATION

Information Required	Check List
Offer Schedule (Document 5)	
Form of Offer (Document 6)	

PART A: INTRODUCTION/GENERAL INFORMATION

Information Required	Check List
Clause 1.8: Statement if Tenderer cannot perform any part of this contract or agree with NHS Terms and Conditions of Contract for the Supply of Services and/or the Supplementary Conditions of Contract.	
Clause 5.2: Price Review Mechanism proposed.	
Clause 6.1: References from at least three NHS customers (including annual all park value of contract – clause 6.2).	
Clause 6.3: Reference/contact details of previous/existing NHS consortium/collaborative contracts – For Consortium Contracts only.	
Clause 7.1: Any additional information that the Tenderer feels is applicable to this contract.	
Clauses 8.1 and 8.2: Provide details of lead officer preparing the tender proposal on behalf of the Tenderer and/or the proposed contract manager.	

PART B: TECHNICAL REQUIREMENT OF THE CONTRACT

Information Required	Check List
10. Legislation and Guidance	
Clause 10.1: Provide full details of any convictions or prosecutions brought against the company for the failure to comply to waste legislation and regulations during the past three years.	
Clause 10.4: Statement of conformity to existing waste regulations.	
Clause 10.5: Statement regarding potential effects/impact to the Tenderer of revised/future waste legislation.	
Clause 10.8: 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).	
11. Licences	
Clause 11.1 (including clauses 11.1.1 to 11.1.9): Copies of all certificates and licences for primary treatment/disposal sites to service this contract and details of back up treatment/disposal sites applicable to the contract.	
12. Duty of Care	
Clause 12.1.2: Provide comprehensive written documentation relating to all aspects of the contract.	
Clause 12.1.3: Provide a fully detailed audit trail relating to the collection of all waste streams – including appropriate method statements where significant risk is identified.	
Clause 12.1.4: Provide Details of weighbridge facilities/or other weighing processes that will be used for this contract.	

Information Required	Check List
Clause 12.1.5: Produce a complete procedure, which covers all of the requirements of the Environmental Protection Act, including Code of Practice on Duty of Care, COSHH and the requirements of the Health and Safety at Work Act (including risk assessment documentation).	
Clause 12.2: Provide a 'Duty of Care' report for any organisation that they propose to use in the execution of this contract either frequently or on a contingency basis.	
13. Waste Categories (delete if not TWM contract)	
Clause 13.4: Statement regarding the Tenderers intention to use a third party or sub-contract any aspect of this contract.	
Clause 13.5: Statement clarifying if a Tenderer intends not to manage various waste streams (even via sub-contracting/third party arrangements) included within the specification.	
20. Storage of Healthcare Waste	
Clause 20.2: Statement on the type, size and estimated number of healthcare waste containers to be provided on site(s) to store waste awaiting collection.	
Clause 20.9: Statement on how bins/containers would be cleansed before being returned to for reuse.	
Clause 20.11: Description on how cleansing process proposed would minimise cross infection.	
Clause 20.12: Details of tenderers container recording system.	
21. Storage of Hazardous Healthcare Waste	
Clause 21.2: Tenderers to provide details of containers they propose to use for Hazardous Healthcare Waste if they are successful.	

Information Required	Check List
23. Storage of Domestic and General Waste	
Clause 23.2: Statement on the type, size and estimated number of Domestic and General waste containers to be provided on site(s) to store waste awaiting collection.	
25. Service Schedule	
Clause 24.4: Suggestions from tenderers on how the Trust can improve its service schedule(s) and/or waste storage/handling equipment.	
26. Service Variation	
Clause 26.3: A proposed mechanism for agreeing variations as part of their submission	
29. Collection of Healthcare Waste	
Clause 29.5: Provide details of the number of bins/containers to be supplied as part of the contract.	
Clause 29.8: Proposed written statement on how third party/sub-contracted invoice payments would be managed by the Tenderer.	
30. Collection of Hazardous Healthcare Waste	
Clause 30.5: Provide details of the number of bins/containers to be supplied as part of the contract.	
Clause 30.8: Proposed written statement on how third party/sub-contracted invoice payments would be managed by the Tenderer.	
31. Collection of Hazardous non Healthcare Waste	
Clause 31.5: Provide details of the number of bins/containers to be supplied as part of the contract.	
Clause 31.8: Proposed written statement on how third party/sub-contracted invoice payments would be managed by the Tenderer.	

Information Required	Check List
32. Collection of Domestic Waste	
Clause 32.3 Provide details of the proposed cleaning schedule of all Domestic and General bins/containers provided as part of the contract.	
Clause 32.6: Provide details of the number of bins/containers to be supplied as part of the contract.	
Clause 32.8: Proposed written statement on how third party/sub-contracted invoice payments would be managed by the Tenderer.	
33. Collection of Miscellaneous Waste	
Clause 33.5: Provide details of the number of bins/containers to be supplied as part of the contract.	
Clause 33.8: Proposed written statement on how third party/sub-contracted invoice payments would be managed by the Tenderer.	
35. Transportation of Waste	
Clause 35.2 Provide details of how they propose to transport waste from collection points to waste treatment facilities and if applicable how treated waste is transported to final disposal sites.	
<p>Clause 35.10: Provide contact details of tenderers Dangerous Goods Safety Advisor (DGSA) – including:</p> <ul style="list-style-type: none"> • evidence of qualifications, certification and technical competence • a copy of the most recent Dangerous Goods Safety Advisor Report 	
37. Waste Treatment Facilities	
Clause 37.1: Full details of waste treatment process proposed by the tenderer, to be used during the course of the contract.	

Information Required	Check List
Clause 37.2: Full details regarding the performance history of all proposed facilities (including contingency facilities) that will be used to service the contract.	
38. Disposal of Healthcare Waste	
Clause 38.1: Full details of where healthcare waste will be disposed of – including addresses of site(s)/facilities.	
Clause 38.2: Copies of all licences as stipulated in section 11 of the contract specification.	
Clause 38.7: Full details of contingency plans for the treatment of the Trust healthcare waste in the event of a waste facility being unavailable.	
Clause 38.9: Written confirmation that any designated waste disposal plant/facility or standby facilities named within the tender proposal are permitted / authorised by the Environment Agency/Local Authority to receive healthcare waste.	
39. Disposal of hazardous healthcare waste	
Clause 39.1: Details of how the tenderer will undertake separate collection arrangements of hazardous healthcare waste and provide suitable disposal systems to ensure their safe disposal.	
Clause 39.2: Full details of where hazardous healthcare waste will be disposed of – including addresses of site(s)/facilities.	
Clause 39.3: Copies of all licences / permits as stipulated in section 11 of the contract specification.	
Clause 39.8: Full details of contingency plans for the treatment of the Trust hazardous healthcare waste in the event of a waste facility being unavailable.	
Clause 39.10: Written confirmation that any designated waste disposal plant/facility or standby facilities named within the tender proposal are permitted / authorised by the Environment Agency/Local Authority to receive hazardous healthcare waste.	

Information Required	Check List
40. Disposal of Hazardous non Healthcare Waste	
Clause 40.1: Details of how the tenderer will undertake separate collection arrangements of Hazardous waste and provide suitable disposal systems to ensure their safe disposal.	
Clause 40.2: Full details of where Hazardous waste will be disposed of – including addresses of site(s)/facilities.	
Clause 40.3: Copies of all licences / permits as stipulated in section 11 of the contract specification.	
Clause 40.7: Full details of contingency plans for the treatment of the Trust Hazardous waste in the event of a waste facility being unavailable.	
Clause 40.9: Written confirmation that any designated waste disposal plant/facility or standby facilities named within the tender proposal are permitted / authorised by the Environment Agency/Local Authority to receive Hazardous waste.	
41. Disposal of Domestic/General Waste	
Clause 41.2: Copies of all licences as stipulated in section 11 of the contract specification.	
Clause 41.4: Full details of where Domestic and General waste will be disposed of – including addresses of sites(s)/facilities.	
Clause 41.6: Full details of contingency plans for the treatment of the Trust Domestic and General waste in the event of a waste facility being unavailable.	
Clause 41.8: Written confirmation that any designated waste disposal plant/facility or standby facilities named within the tender proposal are permitted / authorised by the Environment Agency/Local Authority to receive Domestic and General waste.	
42. Disposal of Miscellaneous Waste	
Clause 42.2: Copies of all licences as stipulated in section 11 of the contract specification.	

Information Required	Check List
Clause 42.4: Full details of where Miscellaneous waste will be disposed of – including addresses of sites(s)/facilities.	
Clause 42.6: Full details of contingency plans for the treatment of the Trust Miscellaneous waste in the event of a waste facility being unavailable.	
Clause 42.8: Written confirmation that any designated waste disposal plant/facility or standby facilities named within the tender proposal are permitted / authorised by the Environment Agency/Local Authority to receive Miscellaneous waste.	
43. Recycling/Waste Minimisation	
Clause 43.1: Provide a proposal which will address the issue of recycling within the Trust .	
Clause 43.2: Copies of all licences / permits as stipulated in section 11 of the contract specification.	
Clause 43.5: Full details of recycling sites and/or disposal site locations proposed for this contract.	
44. Other Waste Streams	
Clause 44.1: Proposals from tenderers on other waste streams that do not form part of the current contract specification.	
Clause 44.3: Copies of all licences as stipulated in section 11 of the contract specification.	
Clause 44.5: Full details of waste facility and/or disposal site locations proposed for other waste streams.	
45. Equipment	
Clause 45.1: Proposal from suppliers of additional equipment which could form part of the contract.	
47. Sub-contracting	
Clause 47.1: Confirmation of sub-contacting/third party arrangements – including name, addresses and contact details of suppliers.	

Information Required	Check List
Clause 47.2: Name(s), Addresses and contact details of proposed sub-contracted suppliers and/or proposed third parties to be employed within the contract together with all relevant licences and requirements as detailed in paragraph 11.	
48. Contract Implementation Action Plan	
Clause 48.1: Provide a comprehensive statement on how the contract will be implemented / managed by the Tenderer.	
49. Spillages/Accidents	
Clause 49.2: Provide a method statement on how spillages, burstages or accidents are managed by the Tenderer.	
52. Monitoring of the Contract	
Clause 52.1: Provide a statement on how the Tenderer will monitor and achieve a quality and effective service for the Trust.	
Clause 52.2: Provide a written outline of the system that will be used to monitor, trace and audit the contract.	
Clause 52.7: Tenderers method of arbitration.	
54. Quality Assurance/Environmental Policy	
Clause 35.1: Tenderers Quality assurance system and/or accreditation (e.g. ISO 9001/2 certificate.	
Clause 35.3: Proposed Subcontractors Quality assurance system and/or accreditation (e.g. ISO 9001/2 certificate.)	
Clause 54.3: Tenderers Environmental policies and/or accreditation (e.g. ISO 14001 certificate).	
Clause 54.4: Proposed Subcontractors Environmental policies and/or accreditation (e.g. ISO 14001 certificate).	
56. Contract Management	

Information Required	Check List
Clause 56.1: Provide a written proposal for the provision of a Contract Manager, together with their qualifications and experience.	
57. Waste Advisor/Manager (delete if not required)	
Clause 57.1: Provide a written proposal for the provision of a Waste Advisor/ Manager.	
58. Innovations/Additional Services	
Clause 58.1: Provide written proposals for any initiatives/innovative services that could be added to the contract.	
Clause 58.2: Provide written proposals for any additional services that could be added to the contract.	

ADDITIONAL INFORMATION REQUIRED:

Information Required	Check List
Details of capacity - both in terms existing average throughput and maximum capacity at site/s and facilities which will be used to manage the trust/consortiums (delete non applicable) healthcare/hazardous healthcare/hazardous/domestic (delete non applicable or all if TWM) waste.	
Sites owned by the Tenderer.	
Sites utilised/available to the Tenderer for contingency purposes.	
Statement on the Tenderers conformance to Waste Incineration (England and Wales) Regulations 2002; Directive on the incineration of waste (00/76/EC); relevant IPPC and any LAPPC permits and the potential effect on sites that would be utilised for this contract (both nominated site/s and contingency site/s).	
Written statement on how the Tenderer will propose to manage the treatment/disposal of Prescription Only Medicine (POM) Contaminated Sharps.	
Provide example copies of transfer notes that the Tenderer will use on the Trust contract.	
Provide an outline of services that will be provided by the Tenderer.	
Provide an outline of how the contract will be managed – details of staff (both contract manager and drivers/operators), organisation structure applicable to the contract, competency/experience of key staff and how escalation procedures will operate.	
Provide an outline of how new staff are vetted prior to their recruitment.	
Provide details on staff appraisal and training (content/frequency undertaken by the Tenderer).	

Information Required	Check List
Provide details on how new and existing staff are medically screened.	
Provide details on staff uniforms and protective clothing that will be used by staff undertaking this contract.	

42. COST/PRICE CLARIFICATION REQUIRED ON DOCUMENT 5: OFFER SCHEDULE

42.1 As indicated throughout the contract specification, tenderers are required to provide additional cost/price clarification for various elements of the contract within Document 5: Offer Schedule.

Information Required	Check List
1. Introduction	
Clause 1.9: Supply of labour, waste containers, materials, transport and associated facilities to provide a waste collection, transport and recycling/disposal service.	
Clause 1.11: Document 5: Offer Schedule must be completed in the format provided by the Trust – alternative methods will not be considered.	
13. Waste Categories	
Clause 13.3: Tenderers are required to provide prices/costs for each of the separate groups of waste which are included within the contract specification.	
20. Storage of Healthcare Waste	
Clause 20.13: Costs for Hooks, Towing Bars etc need to be provided in the Additional Costs section of Document 5: Offer Schedule – both in terms of initial costs at the start of the contract and for the replacement of these items due to wear/tear and loss.	

Information Required	Check List
Clause 20.14: Costs for Waste Container Keys at the start of the contract need to be provided in the Additional Costs section of Document 5: Offer Schedule.	
Clause 20.15: Costs for Waste Container Keys replacement keys (to replace lost keys) during the course of the contract need to be provided in the Additional Costs section of Document 5: Offer Schedule.	
21. Storage of Hazardous Healthcare Waste	
Clause 21.4: Breakdown of costs associated with hazardous Healthcare Waste (cost of bins, transportation, hazardous waste consignment notes, disposal etc) must be provided in Document 5: Offer Schedule.	
22. Storage of Hazardous non Healthcare Waste	
Clause 22.3: Breakdown of costs associated with Hazardous Waste (cost of bins, transportation, hazardous waste consignment notes, disposal etc) must be provided in Document 5: Offer Schedule.	
25. Service Schedule	
Clause 25.4: Any costs associated with service schedule/ service level improvements (i.e. use of new/alternative waste holding/storage equipment) must be provided in the Additional Costs section of Document 5: Offer Schedule.	
34. Recording of Waste Collection and Disposal	
Clause 34.1: Charges for Controlled Waste Transfer Notes must be provided in the Additional Costs section of Document 5: Offer Schedule.	
Clause 34.2: Charges for Hazardous Waste Consignment Notes must be provided in the Additional Costs section of Document 5: Offer Schedule.	

Information Required	Check List
45. Equipment	
Clause 45.3: Costs for additional equipment must be provided in the Additional Costs section of Document 5: Offer Schedule.	
47. Sub-Contracting	
Clause 47.5: Administration charges for third party/sub contractor arrangements (consolidated collections, invoicing etc) must be provided in the Additional Costs section of Document 5: Offer Schedule.	
49. Spillage/Accidents	
Clause 49.3: An outline of any costs arising to clear spillages, burstages or accidents need to be provided in the Additional Costs section of Document 5: Offer Schedule.	
53. Price, Payment and Supporting Invoice/Management Information	
Clause 53.4: Administration charges for third party/sub contractor arrangements (consolidated collections, invoicing etc) must be provided in the Additional Costs section of Document 5: Offer Schedule.	
56. Waste Advisor/Manager	
Clause 56.2: Costs for the provision of a Waste Advisor/Manager must be included in Document 5: Offer Schedule. Prices include the provision of a full time basis (clause 56.2.1) and a pro-rata/ad-hoc basis (clause 56.2.2).	
57. Innovations/Additional Services	
Clause 57.3: Costs associated with suggested additional services and/or innovations must be included within the Additional Costs section of Document 5: Offer Schedule.	

PART E: CONTRACT AWARD CRITERIA/WEIGHTING

48 CONTRACT AWARD CRITERIA AND WEIGHTING¹

48.1 The contract award criteria/weighting that will be used to evaluate bids for this contract will be as follows:

GENERAL CRITERIA: FOR ALL CONTRACTS:

Contingency Planning	Insert Weighting
Duty of Care/Visit to Suppliers Premises	Insert Weighting
Environmental Systems/Policy	Insert Weighting
Financial Capability	Insert Weighting
General Information	Insert Weighting
Implementation Plan	Insert Weighting
Innovations and Solutions to Problems	Insert Weighting
Price/Running Costs	Insert Weighting
Quality Assurance/Audit Systems	Insert Weighting
Service Characteristics	Insert Weighting
Technical Capability	Insert Weighting
Technical/Legal Conformity	Insert Weighting
Understanding of Specified Requirements/NHS Experience	Insert Weighting

ADDITIONAL CRITERIA FOR TOTAL WASTE MANAGEMENT CONTRACTS:

Site visit to Total Waste Management flag ship/reference site	Insert Weighting
Understanding/Experience of Total Waste Management within the NHS	Insert Weighting
Waste Manager proposal	Insert Weighting
Waste reduction, re-use and recycling proposals	Insert Weighting

42.2 The Trust will apply a series of sub-criteria to the above evaluation criteria above.

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APPENDIX A: LEGISLATION AND GUIDELINES

The following legislation and guidelines list is not exhaustive and the **Insert name of Trust** will require the appointed Contractor(s) to ensure that it notifies and advises the **trust/participating trusts (delete applicable)** to all relevant current/future legislation, regulation and guidelines in order to ensure that the **trust/participating trusts (delete applicable)** it meets **their individual/its (delete applicable)** duty of care:

PLEASE NOTE: THE FOLLOWING LIST OF LEGISLATION AND GUIDELINES APPLIES TO ENGLAND ONLY.

[Carriage of Dangerous Goods by Road Regulations 1996 SI 2095](#)

[Clean Neighbourhoods and Environment Act 2005](#)

Control of Pollution (Amendment) Act 1989

Control of Substances Hazardous to Health Regulations 2002 SI 2677

Controlled Waste Regulations 1992 SI 588

[Controlled Waste \(Amendment\) Regulations 1993 SI 566](#)

Controlled Waste (Registration of Carriers and Seizure of Vehicles) Regulations 1991 SI 1624 and Amendment (SI1998/605)

Directive 00/76/EC on the incineration of waste

Directive 1999/36/EC on Transportable Pressure Equipment

Directive 2001/7/EC adapting for the third time to technical progress Council

Directive 94/55/EC on the approximation of the laws of the Member States with regard to the transport of dangerous goods by road

Directive 2002/96/EC on waste electrical and electronic equipment as amended by EU Directive 2003/108/EC.

Directive 2003/28/EC applying the European Agreement concerning the International Carriage of Dangerous Goods by Road

Directive 2004/35/CE on Environmental Liability

[Directive 2006/121/EC amending Directive 67/548/EEC on the approximation of laws, regulations and administrative provisions relating to the classification, packaging and labelling of dangerous substances in order to adapt it to Regulation \(EC\) No 1907/200](#)

Directive 75/442/EEC on waste as amended by - (i) Directives 91/156/EEC and 91/692/EEC; (ii) Commission Decision 96/350/EC; and (iii) Regulation (EC) No 1882/2003

Directive 91/155/EEC on safety sheets

Directive 91/689/EEC Hazardous Waste Directive as amended by Council Directive 94/31/EC

Directive 94/62/EC of the European Parliament and the Council on packaging and packaging waste amended by Directive 2004/12/EC, Commission Decision 1999/177/EC , Commission Decision 2001/171/EC& Commission Decision 2006/340/EC amending Decision 2001/171/EC

Directive 96/29/EURATOM on basic safety standards for the protection of the health of workers and the general public against the dangers arising from ionising radiation

Directive 96/49/EC on the approximation of the laws of Member States with regard to the transport of dangerous goods by rail (as amended by Directive 2000/62/EC and Directive 2003/29/EC)

Directive 96/61/EC on Integrated Pollution Prevention and Control (the "IPPC Directive")

Directive 00/76/EC on the incineration of waste

End of Life Vehicles Regulations 2003 (SI 2003/2635)

End of Life Vehicles (Producer Responsibility) Regulations 2005 SI 263

Environment Act 1995

[Environmental Protection Act 1990](#)

[Environmental Protection \(Disposal of Polychlorinated Biphenyls and other Dangerous Substances\) \(England and Wales\) Regulations 2000 SI 1043](#)

Environmental Protection (Duty of Care) Regulations 1991 (SI1991/2839)

Environmental Protection (Duty of Care) (England) Amendment) Regulations 2003 (SI2003/63). NB: SI2003/1720 in Wales)

[Environmental Protection Act 1990 \(Amendment of Section 57\) \(England and Wales\) Regulations 2005 No. 3026](#)

[Environmental Protection Act 1990 \(Extension of Section 140\) Regulations SI 1999 No 396](#)

[Environmental Protection Act 1990 \(Modification of section 112\) Regulations 1992 No. 2617](#)

EU Regulation 259/1993 on the Supervision and Control of Shipments of Waste

Hazardous Waste Directive 91/689/EEC as amended by Council Directive 94/31/EC

[Hazardous Waste \(England and Wales\) Regulations 2005 SI 894](#)

Health and Safety at Work Act 1974

Health and Safety at Work etc 1974 (Application to Environmentally Hazardous Substances) (Amendment) Regulations 2005 (SI 2005/1308)

Ionising Radiations Regulations 1999 SI 3232

Landfill (England and Wales) Regulations 2002 SI 1559

Landfill (England and Wales) (Amendment) Regulations SI2004/1375)

Landfill (Scheme Year and Maximum Landfill Amount) Regulations 2004 SI 1936

[Landfill Tax Regulations 1996 SI 1527](#)

Landfill Tax (Amendment) (No 2) Regulations 2003 SI 2313

Landfill Tax (Amendment) Regulations 2003 SI 605

Landfill Tax (Qualifying Material) Order 1996

[List of Wastes \(England\) Regulations 2005 SI 895](#)

Noise and Statutory Nuisance Act 1993

Packaging (Essential Requirements) Regulations 2003, SI 1941

Packaging (Essential Requirements) (Amendment) Regulations 2004, SI 1188

Pollution Prevention and Control (Unauthorised Part B Processes) (England and Wales) Regulations 2004 SI434

[Pollution Prevention and Control Act 1999](#)

Producer Responsibility Obligations (Packaging Waste) Regulations 1997, SI 648

Producer Responsibility Obligations (Packaging Waste) (Amendment) Regulations 1999, SI 1361

Producer Responsibility Obligations (Packaging Waste) (Amendment) (No2) Regulations 1999, SI 3447

Producer Responsibility Obligations (Packaging Waste) (Amendment) (England and Wales) Regulations 1999, SI 3375

Producer Responsibility Obligations (Packaging Waste) (Amendment) (England) Regulations 2002, SI 732

Producer Responsibility Obligations (Packaging Waste) (Amendment) (England/Wales/Scotland) 2003 SI 3294 / 613 / 3238

[Radioactive Material \(Road Transport\) \(Amendment\) Regulations 2003, SI 1867](#)

[Radioactive Material \(Road Transport\) Regulations 2002, SI 1093](#)

Radioactive Substances Act 1993, as amended

Road Transport Directive (2002/15/EC) as implemented by the Road Transport (Working Time) Regulations

The Environmental Information Regulations 2004 (SI3391/2004)

[The Environmental Protection \(Prescribed Processes and Substances\) \(Amendment\) \(Hazardous Waste Incineration\) Regulations 1998](#)

The Pollution Prevention and Control (England and Wales) (Amendment) (England) Regulations 2006

[The Pollution Prevention and Control Act 1999](#)

[The Radioactive Substances Act 1993](#)

[The Waste Electrical and Electronic Equipment Regulations SI 2006 /3289](#)

[The Waste Incineration \(England and Wales\) Regulations 2002 No. 2980](#)

Waste and Emissions Trading Act 2003

Waste and Emission Trading Act 2004 Order 2004 (SI 2004/1874 and 1488)

Waste Management Licensing (Amendment) (England) Regulations 2003 (SI 2003/595)

Waste Management Licensing Regulations 1994 (SI1994/1056) as amended

Waste Management Licensing (England and Wales) (Amendment and Related Provisions) (No. 2) Regulations 2005 (SI 2005/1528)

Waste Incineration (England and Wales) Regulations 2002, SI 2980

Waste Management Licences (Consultation and Compensation) Regulations 1999, SI 481

Source: Environment Agency (www.environment-agency.gov.uk) and NetRegs www.netregs.gov.uk 2 March 2007

APPENDIX B: FUTURE REGULATIONS AND GUIDELINES TO CONSIDER:

- Budget adjustments to the rate of Landfill Tax and potential changes to the exemption regime
- Batteries Regulations (implementing the Batteries Directive)
- Changes to DoH guidance on safe management of healthcare waste
 - The [DoH web pages on waste](#) contain template and example: local clinical waste disposal procedure within a total waste management regime; total waste management policy and strategy; waste manager job description as well as briefing notes on relevant topics such as WEEE and diabetic care (sharps disposal) and [guidance on healthcare waste minimisation](#))
- Environmental Liability Regulations (implementing the Environmental Liability Directive)
- Environment Agency Technical Guidance Document WM2 - Interpretation of the definition and classification of hazardous waste Technical Guidance'
- [Environment Agency web pages on waste](#)
 - Outcome of the EA and DEFRA consultation on amendments to the Duty of Care for waste and revision to statutory guidance
 - Outcome of the EA consultation on site waste management plans for the construction industry
 - Outcome of the EA consultation on trans frontier shipment of waste
- [NetRegs](#)
- NHS Estates Health Technical Memorandum 07-01: [Safe Management of Healthcare Waste, November 2006](#)
- NHS Estates "Total Waste Management Best Practice Advice on Local Waste Management for the NHS in England". London, 2004. ISBN 0-11-322493-1. (Only available in hard copy from the Stationary Office.)
- [PASA pages on waste](#) including access to waste management and sustainable development training framework (NHS only)

EXPLANATORY NOTES

Part E: Contract Award Criteria and Weighting

¹ Criteria and weighting must be developed to meet the needs and requirements of the trust/consortium. The list provided is not an indicative or an exhaustive list.

PASA have developed a Scoring Criteria/Weighting Mechanism for all waste contracts – this can be used in conjunction with this document and can be accessed via the PASA Website.



London Procurement Partnership

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Mini competition for the Procurement of Waste Management Services

LPP/2017/011 – [Lot number]

Document 4 – Waste Specification

Northern Devon Healthcare NHS Trust
Torbay and South Devon NHS Foundation Trust

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Version Control

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WASTE MANAGEMENT SERVICES SPECIFICATION (GENERIC)

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1 LEGISLATION, REGULATIONS AND GUIDANCE

- 1.1 Contractors must provide full details of any convictions or prosecutions brought against the company for the failure to comply with waste legislation and regulations during the past three years.
- 1.2 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.
- 1.3 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
- 1.4 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.
- 1.5 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.
- 1.6 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.
- 1.7 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.
- 2.1.8 Dangerous Goods Safety Report
- 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 **must not** 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 an electronic/scanned copy 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)

- 5.1 **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.
- 5.2 The Contractor will classify waste in accordance with the requirements detailed in Section 5 to 7 below:
- 5.3 Hazardous Waste includes both clinical and non-clinical Waste (detailed below).
- 5.4 The Document European Waste Catalogue defines how each type of hazardous waste should be processed.

5.5 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.

5.6 OFFENSIVE WASTE:

5.7 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.

5.8 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).

5.9 NONCLINICAL HAZARDOUS WASTE

Infectious waste

Laboratory Chemicals

Cleaning Chemicals

Oils

Asbestos

Paints

Solvents

Aerosols (flammable propellants and hazardous contents)

- 5.10 Subject to revised legislation and regulations, these categories are subject to alteration during the course of the contract.
- 5.11 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 CONTAINER POLICY

- 6.1 The colour coding adopted by the Authority for containers, is that recommended by Health Technical Memorandum 07-01: Safe management of healthcare waste.
- 6.2 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. All containers must meet current legislation and the use of overpack stickers to reclassify the waste stream provided free of charge.

7 STORAGE OF CLINICAL HAZARDOUS WASTE

- 7.1 The Contractor(s) is required to provide clean, individually numbered (where appropriate), lockable and wheeled (where appropriate) containers at **all times** 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. Contractors are encouraged to evaluate current arrangements for the handling and storage of hazardous and non-hazardous waste on the participating trusts sites, with a view of putting forward proposals which will offer more effective and efficient on site management of waste. Contractors should supply technical information and costs relating to any additional equipment proposed as part of their submission.
- 7.3 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. 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. 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. 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. 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. 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).

- 7.9 The Contractor(s) shall collect containers, where appropriate, and as per the agreed frequency and replace them with decontaminated empty containers of the same size as per the agreed schedule (see appendix) and /or decant smaller bins as and when required and when bin exchange is not possible.
- 7.10 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. 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. 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. 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. The following cleaning schedules for waste containers are required as follows:

For bin exchange – at each exchange

For static bins – minimum, every six months

The contractors are reminded that the bin cleaning element of the specification is considered to be an essential part of this contract.

- 7.14 Each container must be uniquely identified by a number/code, as part of the Contractor(s) recording system.
- 7.15 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).
- 7.16 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).
- 7.17 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).

8 STORAGE OF MISCELLANEOUS WASTE

- 8.1 The Contractor(s) will be required to provide appropriate containers for the safe storage of miscellaneous waste including dental and gypsum.
- 8.2 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.

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9 SERVICE SCHEDULE

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

10 SERVICE VARIATION

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

11 COLLECTION POINTS

- 11.1 The Authority currently utilises a combination of single/multi collection area/drop off points, which are not necessarily the same for all waste streams. The schedule is to be agreed by the participating Trusts at the commencement of the contract and shall reflect the hours of business and needs of the individual sites.
- 11.2 The Collection Points must be cleared as per the agreed schedule for each collection.

12 COLLECTION TIMES

- 12.1 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.
- 12.2 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.
- 12.3 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.
- 12.4 The Authority will supply the Contractor(s) with similar out of hours contact names for each of the sites included within the contract.

13 COLLECTION OF HAZARDOUS WASTE

- 13.1 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).

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- 13.2 The Contractor(s) **must ensure** that all replacement empty containers are functional as per relevant legislation prior to their return to the site.
- 13.3 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.
- 13.4 Each contractor shall identify a sufficient number of decontaminated containers to be supplied, to be agreed with the Authority prior to the commencement of the contract.
- 13.5 Contractor(s) will ensure that exact quantities of Hazardous waste generated can be reported against each collection point on a monthly basis.
- 13.6 The Contractor(s) must provide itemised details of charges on a monthly basis for the disposal of Hazardous waste.
- 13.7 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.
- 13.8 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.
- 13.9 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.
- 13.10 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.

14 RECORDING OF WASTE COLLECTION AND DISPOSAL

- 14.1 All non-hazardous waste collected will be covered by a Controlled Waste Transfer Note in accordance with the Waste (England and Wales) Regulations 2011.
- 14.2 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).
- 14.3 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.

- 14.4 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.
- 14.5 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.
- 14.6 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.
- 14.7 All consignment and receipt notes shall be numbered.
- 14.8 All contractors will be responsible for providing Consignee Returns for hazardous wastes collected from the participating Trusts(s) on a quarterly basis (as required by the Hazardous Waste Regulations, 2005 and the Hazardous Waste (England and Wales) (Amendment) Regulations, 2009). The Consignee Return process will allow the participating Trusts(s) to verify that waste has been disposed of at the locations detailed on the HWCN. Consignee Returns shall be forwarded to the participating Trusts representative(s).
- 14.9 The participating Trusts are particularly interested in any submissions where the contractor is offering innovative solutions to the issues of legal paperwork completion, signing and record keeping, for example the use of electronic systems, which may help the participating Trusts to meet their Duty of Care requirements

15 TRANSPORTATION OF WASTE

- 15.1 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. The trusts would expect a Global Positioning System (GPS) to reduce the physical requirements to track its waste. These reports may be requested by the participating trusts.
- 15.2 The Contractor will ensure that:-
- 15.2.1 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.

- 15.2.2 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).
- 15.2.3 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.
- 15.2.4 The interior and exterior of all vehicles are kept clean and tidy.
- 15.2.5 It will provide adequate cover for the non-availability of vehicles for any reason.
- 15.2.6 The vehicles shall at **all times**, at the expense of the Contractor, be appropriately licensed and insured.
- 15.3 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.
- 15.4 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).
- 15.5 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.
- 15.6 Contractor(s) will provide the Authority's representative(s) with a copy of the Dangerous Goods Safety Advisor report on an annual basis.
- 15.7 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.
- 15.8 The participating Trusts representatives or nominated individuals (DGSA) may make random inspections of vehicles and will require that drivers comply with the Carriage of Dangerous Goods and the ADR instructions in writing, that a Dangerous Goods License is held along with the appropriate TREM card. Vehicles must have appropriate signage on the vehicle when carrying dangerous goods. In addition the interior and exterior of all vehicles must be kept clean and tidy and vehicles must be maintained to a high standard of reliability and road worthiness and Trust representatives or a nominated individual (DGSA) may instruct the Contractor(s) not to use the said vehicles in the provision of the services until appropriate remedial works have been implemented.

16 VEHICLE ACCESS

- 16.1 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).
- 16.2 Vehicle access times are site specific. Site parking will only be permitted during the period of loading and unloading.
- 16.3 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.

17 WASTE TRANSFER/TREATMENT/DISPOSAL FACILITIES

- 17.1 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.

18 DISPOSAL OF HAZARDOUS WASTE

- 18.1 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.
- 18.2 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.
- 18.3 The Contractor is to comply with the current relevant legislations relating to the disposal of Cytotoxic and other drugs and part or whole limbs, in accordance with Department of Health and Environment Agency guidelines
- 18.4 In the event that the Contractor(s) wishes to utilise alternative site(s)/facilities the Authority must be notified in writing. Prior notification must be received at least one month before the alternative site/facility is utilised. Before an alternative disposal site can be used the participating Trusts' authorised officer must confirm in writing their acceptance of this disposal site / facility and also be in receipt of hard or electronic copies of all the appropriate licences / permits / registrations / certificates and Duty of Care audit report's for the site or facility.
- 18.5 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.
- 18.6 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.

- 18.7 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:
- 18.7.1 The nature of the problem
 - 18.7.2 Expected timescales for resolution of the problem
 - 18.7.3 Any potential adverse effect on services
- 18.8 If the Contractor(s) contingency plans are reviewed/updated during the course of the contract, written confirmation must be provided to the Authority.
- 18.9 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.

19 RECYCLING/WASTE MINIMISATION

- 19.1 This section does not refer to the disposal of domestic waste, but highlights opportunities for recycling with recyclable material e.g. surgical instruments.
- 19.2 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.
- 19.3 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.
- 19.4 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.
- 19.5 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.

20 EQUIPMENT

- 20.1 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.

- 20.2 Written proposals for the equipment should include the following information:
- 20.2.1 Perceived benefits/opportunities for the Authority if equipment is utilized.
 - 20.2.2 Service/maintenance schedule for each piece of equipment proposed.
 - 20.2.3 Call out/response rates if equipment is out of use or temporarily unavailable.

21 MAJOR INCIDENTS

- 21.1 In the event of a major incident the Contractor(s) will be responsible for disposing of the waste generated by the Authority.
- 21.2 Waste generated during a major incident may consist of Clinical, Hazardous Clinical, Hazardous Non-Clinical, Domestic and General and Miscellaneous waste.
- 21.3 The Authority in conjunction with emergency services and the Environmental Agency will advise the Contractor(s) of the nature of the waste.
- 21.4 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).

22 SUB-CONTRACTING

- 22.1 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. Please note that any sub-contractors used on this contract are subject to all terms and conditions outlined in this specification including agency staff that may be utilised.
- 22.2 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.
- 22.3 The Contractor(s) shall not sub-contract the collection, transportation or disposal of waste without the prior consent in writing of the Authority.
- 22.4 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. . Invoices together with any supporting information are to be sent to the participating Trusts representative(s) and finance department.

23 CONTRACT IMPLEMENTATION ACTION PLAN

- 23.1 The Contract Implementation Action Plan will outline the following:
 - 23.1.1 The proposed collection schedule for each individual site within the Authority once the contract commences.

- 23.1.2 Proposed plan for the ordering and delivery of new bins/containers to the Authority.
- 23.1.3 The method of transportation to be used for the collection of waste.
- 23.1.4 Details of recruitment, training and development and mobilisation of staff to service/deliver the contract.
- 23.1.5 The co-ordination of any sub-contracting/third party arrangements required to fully service the contract as specified.
- 23.1.6 Proposed timetable to complete duty of care visits for the relevant Authority's representative.
- 23.1.7 The co-ordination of withdrawal of bins with outgoing contractor and delivering of bins by successful contractor.
- 23.2 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.
- 23.3 The statement provided by contractors is subject to alteration and agreement between the successful Contractor(s) and the Authority.

24 SPILLAGE/ACCIDENTS

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

25 NOISE CONTROL

- 25.1 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.
- 25.2 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.
- 25.3 The Contractor(s) is to note that due to the working environment. All noise levels are to be kept to a minimum.

26 CONTRACTOR'S STAFF

- 26.1 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.
- 26.2 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).
- 26.3 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).
- 26.4 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.
- 26.5 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.
- 26.6 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.
- 26.7 The Contractor(s) shall prohibit their staff from smoking on any of the Authority's premises.
- 26.8 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.
- 26.9 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.
- 26.10 The Contractor(s) shall fulfil the requirements of the contract with a minimum of disruption. Specific attention should be drawn to the following:
- 26.10.1 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.
- 26.10.2 Not to trespass on Authority property but confine themselves strictly to the locality of their work.
- 26.10.3 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.
- 26.11 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.
- 26.12 The Contractor(s) shall ensure that:

- 26.13 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.
- 26.14 Any employee shall be excluded from the site when suffering from any infectious or communicable disease.
- 26.15 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.
- 26.16 The Contractor(s) shall ensure that drivers required to work at participating Trusts sites are DBS checked.

27 MONITORING OF THE CONTRACT

- 27.1 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.
- 27.2 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.
- 27.3 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.
- 27.4 The Authority, reserves the right to inspect with or without prior notice, all records relating to the performance of the contract.
- 27.5 The Authority reserves the right to visit any specified holding/waste disposal sites with or without prior notice during the contract period.
- 27.6 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.
- 27.7 We believe that TUPE may apply but request that tenderers confirm that they have identified any issues that may affect any of the Trusts and which we need to be aware of as part of the evaluation exercise.

28 PRICE, PAYMENT AND SUPPORTING INVOICE/MANAGEMENT INFORMATION

- 28.1 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.
 - 28.1.1 Site Location.
 - 28.1.2 Date of Uplift.
 - 28.1.3 Number and size of each container collected from each site.
 - 28.1.4 Number of bags decanted from each site.
 - 28.1.5 Total weight for each site for bulk collection.
 - 28.1.6 Any bin or other equipment rental where appropriate.
 - 28.1.7 All the above data for all waste uplifts.
 - 28.1.8 Disposal costs
 - 28.1.9 Breakdown of administration/legal paperwork/transport/visit charge
- 28.2 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.
- 28.3 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. In terms of meeting sustainability the participating trusts would prefer electronic documentation as per instruction on communication per trust.
- 28.4 The Contractor(s) must have in place a fully auditable identification and tracking system from point of collection to disposal of all waste streams.
- 28.5 A computerised/web-based tracking system is desirable albeit Electronic reports which can be manipulated would be an alternative solution.
- 28.6 A carbon calculator for movement of the waste is also desirable.

29 QUALITY ASSURANCE/ENVIRONMENTAL POLICY

- 29.1 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.
- 29.2 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.

30 PUBLIC HOLIDAYS

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

31 CONTRACT MANAGEMENT

- 31.1 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 with their current qualifications and experience.
- 31.2 The Contractor(s) will be required to nominate a competent person(s) who can be contacted during operational hours.
- 31.3 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.
- 31.4 The Authority will supply the Contractor(s) with similar out of hours contact names for each of the sites included within the contract.
- 31.5 The Contractor(s) will provide the Authority with sustainable solutions to current and future waste legislation (including guidance and advice).
- 31.6 The Contractor will:
- 31.6.1 Develop controlled waste segregation practices to ensure the Authority obtains best possible value for money and meets its regulatory obligations.
 - 31.6.2 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.
 - 31.6.3 The development of Key Performance Indicators to measure waste management within the Authority.
 - 31.6.4 Support the development of the Authority's Environment and Sustainability Policy.
 - 31.6.5 Monitor performance against original tender requirements/specification and report back to Authority's representatives.
 - 31.6.6 Should any audits of waste be undertaken by the contractor then the Trust(s) would expect to receive 7 days' notice of this so that they have the ability to attend the depot. All audits must be accompanied by a report and evidence of non-compliance.

32 INNOVATIONS/ADDITIONAL SERVICES

32.1 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.

33 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

NHS London Procurement Partnership

Commercial advantage for the NHS by the NHS

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

34 APPENDIX B FUTURE REGULATIONS AND GUIDELINES TO CONSIDER

Health Technical Memorandum (HTM) 07-01