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## 1.0 Definitions and Interpretation

In this Specification defined terms have the same meaning as those set out in the Contract and, in addition, the following terms shall have the meanings described below:

Defined term	Definition
<b>“Accepted”</b>	Upon the issue of a weighbridge ticket the Service Provider or the Operator of a Delivery Point shall be deemed to have ownership of the materials Delivered by the Authority. Unaccepted shall be construed accordingly.
<b>"Authority”</b>	The Council as defined in the Council's Standard Terms and Conditions issued with this Specification.
<b>“Authority Vehicles”</b>	Vehicles owned or leased by the Authority to carry out the work of the Authority.
<b>“Authorised Officer”</b>	The person designated by the Authorised Officer, (or the Authorised Officer if directed by the Authorised Officer to the Service Provider) to be the point of contact for the Service Provider
<b>“Available”</b>	The Delivery Point is available to the receive Authority Vehicles to deliver Authority Waste during the agreed operating hours.
<b>Bulked</b>	Individual loads of Authority waste that are tipped at the Waste Transfer Station and other Authority waste is added to it to ensure that loads are full before hauling
<b>Contract Waste</b>	<b>Those</b> Wastes as listed in Section 4, Removed, by the Service Provider on behalf of the Authority as part of the Services.
<b>“Certified System”</b>	A management system that has been certified and externally audited by a certification body which has been assessed against internationally agreed standards by the United Kingdom accreditation service.
<b>"Contaminated Material"</b>	Items that are not Target or non-target materials that transferred for reprocessing and result in a reduction in the amount of Authorised Waste that can be recovered. Contaminated Material will require disposal to a suitably authorised waste management Facility for Treatment or end disposal.
<b>“Contingency” and “Contingency Arrangements”</b>	Means the Service Provider 's pre-determined plans for dealing with provision of the Services during those times when there is an emergency or other operational issue that prevents the Service Provider from providing the Services.
<b>"Contingency Facility"</b>	Means a Facility provided by the Service Provider in accordance with its Contingency Arrangements.

<b>“Delivered”</b>	Means that the Authority has delivered Authorised Waste to the Delivery Point and that the Operator has issued a weighbridge ticket and deemed to be Accepted in line with the requirements as set out in section 2.3 of this Schedule.
<b>“Delivery Point”</b>	Facility which has been designated to receive Authorised Wastes as agreed between the Service Provider and the Authorised Officer.
<b>“Duty of Care”</b>	is a legal responsibility to ensure that the production, storage, transportation and disposal of controlled waste is carried out without harming the environment
<b>End Destination</b>	The point at which the material ceases to become waste
<b>“Facility”</b>	A place where the Authority Wastes are received, handled, processed, or deposited in line with the provision of the Service and operated in accordance with Good Industry Practice.
<b>“First Escalation Notice”</b>	A notice serviced to the Service Provider for failing to meet Service Standards
<b>“Good Industry Practice”</b>	Means standards procedures, practise and methods confirming to the law and Certified Standards for the Waste Industry
<b>“Haulage”/Haulier</b>	The transport of Materials by the Council’s Contractor Ahern’s
<b>“Hazardous/Special Waste”</b>	Materials Substances that are harmful to human health
<b>“Landfill Avoidance”</b>	Is the process of diverting waste away from Landfill
<b>“Method Statement”</b>	Means the method statements in respect of the Services contained in this Schedule.
<b>Mixed Dry Recyclable (MDR)</b>	Mixed paper Cardboard Steel and Aluminium tins and Cans Aerosol cans Glass bottles & jars Plastic bottles Plastic food trays Tetra Pacs Mixed plastic (Yoghurt pots, Margarine tubs)
<b>“Monthly Reports”</b>	The reporting regime agreed between the Authority and the Service Provider prior to the commencement of Service.
<b>"Necessary Consents and Permits"</b>	All permits, licences, permissions, consents approvals, certificates, and authorisations (whether statutory or otherwise) which are required for the processing of

	Authorised Waste reprocessing and the performance of the Services or which are required in order to comply with legislation.
<b>Non-Recyclable Material</b>	Items that are considered to be Contaminated
<b>Non-Target Material</b>	Materials that are suitable for recycling that are not named within this specification
<b>"Operative"</b>	An employee or agent of or other person for the time being engaged by the Service Provider or any subcontractor of the Service Provider deployed in connection with the provision of the Services.
<b>"Operator"</b>	A person or company operating the Reception and or reprocessing site
<b>"Output Recyclate"</b>	Those materials that have been recovered or recycled as a result of the Service that are not considered wastes and can be marketed in line with Good Industry Practice.
<b>"Proximity principle"</b>	The principle that waste should generally be disposed of as near to its place of origin as possible
<b>"Recycling"</b>	The process of turning waste materials into new materials
<b>"Refuse Derived Fuel – RDF"</b>	A fuel that is created through combustible components of the residual waste
<b>"Second Escalation Notice"</b>	The second notice served to the Service Provider for failing to meet Service Standards
<b>"Service(s)"</b>	Means the provision of processing and reprocessing capacity for defined fractions of municipal waste stream as described within this Specification.
<b>"Service Provider"</b>	Means the organisation and its employees and its Subcontractors that are employed to execute the requirements of this specification
<b>"Site Operative"</b>	Employee of the Service Provider
<b>"Subcontractor"</b>	Means the organisation employed by the Service Provider to carry out specialist areas of this specification. All Sub-Contractors must be pre- approved by the Authority
<b>Target Material</b>	Materials that are suitable for recycling named within this specification
<b>"Termination Notice"</b>	A notice issued for continued poor performance, if the Service Provider is issued over 50 performance points over a 12-month rolling period. The Service Provider at this point will be given six months' notice for the termination of the contract
<b>"Warning Notice"</b>	A notice served to the Contractor for Continued performance failure

<b>“Waste Carriers Licence”</b>	A licence issued by the Environment Agency for companies who transports waste, buys, sells or disposes of waste (a dealer) or arranges for someone else to buy, sell or dispose of waste.
<b>“Waste Data Flow”</b>	A web-based system for Local Authorities to report waste data to the Government
<b>“Waste Hierarchy”</b>	Has the same meaning as set out in the EU Waste Framework Directive, setting out the steps for dealing with waste in order of impact to the Environment.
<b>“Waste Management Licence”</b>	Is a legal document issued by the Environment Agency under the EPA 1990
<b>“Waste Transfer Station”</b>	A Delivery Point operated by the Council’s currently Ahern’s, located in Oliver Close, West Thurrock.

## **2.0 General Description of the Service Requirements**

- 2.1 The Authority is seeking a two-year contract, with a 24-month extension option, for the processing and marketing of Mixed Dry Recyclables (MDR)
- 2.2 The MDR will be collected at Kerbside via the Authority’s in house collection service.
- 2.3 The MDR will be tipped and bulked at the Authority’s nominated Waste Transfer Station
- 2.4 The MDR will be transported to the Contractor via the Authority’s contracted Haulier

## **2.5 The duration of the Contract**

- 2.5.1 The Contract shall commence on the **1st April 2023**.
- 2.5.2 The contract shall be for a two (2) year period, with a two (2) year extension option.

## **3.0 The Authority’s Service Requirement**

### **3.1 Introduction**

- 3.1.1 Thurrock Borough Council is a Unitary Local Council and lies on the River Thames just to the east of London. With over 18 miles (29 km) of riverfront it covers an area of 64 square miles (170 km<sup>2</sup>), with more than half defined as Green Belt. With Greater London to the west and the river to the south, the county of Essex abuts the Borough to the north and east, and across the river lies Kent. Thurrock has a growing population of 160,000 people living in 90,500 homes, 69,000 of these homes are houses, with the remaining made up of houses of multiple occupancy.

- 3.1.2 In October 2019, Thurrock Council passed a motion declaring a Climate Emergency. Work is currently underway for developing our pathway to Net Zero.
- 3.1.3 Our Municipal Waste Strategy was formally adopted in November 2020, setting out a direction of travel for the service, which includes increasing our recycling rate through the introduction of fortnightly refuse collections and the separate collection of food waste. This work is currently being planned and may occur during the life of this contract and we anticipate these measures will increase in our recycling rate by 8-10%, and will increase the tonnage of MDR collected by over 2600t.

## 3.2 Overall requirements

3.2.1 The Authority is seeking a Contractor to:

- Receive and Accept MDR delivered by the Authority's Contractor Ahern's, that has arisen from the Council's in house kerbside collection service and from the Council's Commercial Waste Service.
- Receive and Accept MDR arising from other potential Authority Sources (Household Waste Recycling Centre).
- Process and sort the MDR, to produce high quality materials that are separated into their individual material streams.
- Send the separated materials onwards to suitably licenced reprocessors or brokers (who will subsequently send the material on to reprocessors for the purpose of recycling).
- Manage all haulage, treatment and disposal for any Contaminated/rejected materials that it is not possible to recycle.
- Provide the Authority with a full and complete audit trail for all MDR received, processed and delivered to end markets. This shall be provided in monthly reports containing the addresses and Waste Management Licence number for all End Destination sites and the tonnages that have been sent there. For Clarity, this shall include all Target, Non-Target and Non-Recyclable Material.
- Undertake composition analysis of incoming MDR and Output Recyclate and supply the auditable data to the Council.
- Facilitate educational visits to the Facility.
- To deliver the Service in accordance with the Contractor's Method Statement (submitted as part of the Contractors tender)

3.2.2 The Service shall comply with all legal obligations placed on the Council and the Contractor in accordance with and any subsequent amendment to:

- i. The Environment Act 2021
- ii. The Waste (England and Wales) Regulations 2011 [as amended], including:
  - a. Regulation 12 [Duties in relation to the Waste Hierarchy].
  - b. Regulation 14 [Duties in relation to collected waste]; and
  - c. Regulation 35 [Waste Transfer Notes].

- iii. The Environment Protection Act 1990 [as amended], including:
  - a. Section 33 [Prohibitions]; and
  - b. Section 34 [Duty of Care]
- iv. The Environmental Permitting Regulations 2010 [as amended], including:
  - a. Schedule 9A [Materials Facilities]
- v. All Health & Safety, Planning and Environmental legislation
- vi. Any other relevant legislation

## 4.0 Specific information

### 4.1 Materials

4.1.1 The Council currently collects household kerbside MDR using a fully co-mingled system. The collection service collects the following materials from approximately 66,000 households and from a number of commercial waste contracts.

- Mixed paper
- Cardboard
- Steel and Aluminium tins and Cans
- Aerosol cans
- Glass bottles & jars
- Plastic bottles
- Plastic food trays
- Tetra Pacs
- Mixed plastic (Yoghurt pots, Margarine tubs)

4.1.2 The Council will be taking part in a pilot scheme to collect flexible plastics, called 'FlexCollect'. The pilot is trialling the collection of this material, in anticipation of the Government's directive to collect flexible packaging by 2027. This scheme will involve flexible plastics being collected in our blue bins from 5% of our residents (moving to 25% by the end of the 2 year trial). This material will be collected in clear sacks, which will be removed from the MDR stream at our contractors WTS. This project will not impact the Contractor or this Contract as the material will be removed before it is received at the MRF

### 4.2 Tonnages

4.2.1 With regards to the current service Table 1 show the tonnages and methods of collection and the tonnages currently collected by the kerbside and commercial waste service.

4.2.2 Table 1

Material Type	Frequency	Bin size	Collection vehicle	Annual tonnage (based on 20-21 figures)
MDR	Weekly	240L	26tonne RCV	12,800 t
Commercial MDR	Various	Various	26tonne RCV	649 t

- 4.2.3 It is estimated that the number of properties will increase by 1000 per year. The commercial waste service is also developing and there could be an increase in the number of businesses serviced and therefore commercial waste tonnage.
- 4.2.4 In September 2023, the Council will be operating a fortnightly residual waste collection service, with the collection of MDR remaining weekly. It is therefore anticipated that tonnages will increase beyond the modelled figures to c14,000 tonnes (estimated) and the Contractor is expected to make allowances and arrangements for the processing of all of the MDR delivered.
- 4.2.5 The Council does not guarantee the quantity or composition of the MDR to be received by the Contractor/ Tonnage and composition data is provided as a guide only.

### **4.3 Composition**

- 4.3.1 The load analysis from 2020/21 is detailed in Appendix 1 and shows the monthly tonnage, as well as the sample composition analysis broken down by month
- 4.3.2 The Contractor shall break down the material as per the MRF Code of Practice which stipulates that materials must be split into three categories.
- Target
  - Non-Target
  - Non-Recyclable
- 4.3.3 The Contractor shall be required to recycle a minimum of 95% of all Target Materials, delivered to the Authorised Facility or Contingency Facility.
- 4.3.4 The Contractor shall be required to recycle 90% of all Non-Target Materials delivered to the Authorised Facility or Contingency Facility.
- 4.3.5 The Contractor shall be required to send all Non-Recyclable waste for energy recovery

### **4.4 Contamination**

- 4.4.1 The Output Recyclate produced by the Contractor shall meet all current and future quality standards as required by merchants and / or the reprocessor.
- 4.4.2 The Contractor shall expect and accept MDR with contamination tolerance of up to 15% by weight, which should be expressed as the percentage of the total MDR delivered per load.
- 4.4.3 The Contractor shall provide a method statement setting out the procedure for dealing with full/partial contaminated loads, which will include photographs and notification of the Authority's Authorised Officer.
- 4.4.4 If the Contractor feels a load cannot be sorted economically, the Authorised Officer shall be given the opportunity (24 hours unless this falls on a weekend in which cast



reports on a Friday would be dealt with on a Monday) to examine the waste and make a final decision whether to reject that load in full.

#### **4.5 The Processing Facility**

- 4.5.1 The Contractor shall execute all operations necessary for the reception and processing of the MDR and shall operate in compliance with all Necessary Consents and Permits.
- 4.5.2 The Location of the Contractor's Authorised Facility shall be paramount, and the Authority shall review the location and assess this against the Proximity Principal and in line with transportation costs to ensure that it is economically practicable to deliver loads to.
- 4.5.3 The Contractors Authorised Facility shall be capable of receiving deliveries of MDR from the Authority's Contract that shall be delivered in large articulated vehicles.
- 4.5.4 The site shall also employ sufficient persons to ensure that the Service is provided in accordance with the contract
- 4.5.5 All the Contractors staff shall be fully trained, qualified and competent.
- 4.5.6 The Authorised Facility shall be capable of accept the 24 hours a day. With delivery times commencing at 0400 from the Authority's Transport contractor Ahern's.
- 4.5.7 The Contractor shall ensure that vehicles are turned around within 30 minutes of their arrival at the Authorised Facility.
- 4.5.8 The Contractor must use its best endeavours to ensure that vehicles can commence unloading shortly after being weighed at the weighbridge at the Authorised Facility. If a vehicle cannot discharge its load immediately upon arrival, the contractor must direct the driver of the vehicle
- 4.5.9 If any vehicle discharging the MDR for the Authority, obstructs an operational area of the Authorised Facility due to a breakdown, and is removed by the Contractor without permission from the Authorised Officer, then the Contractor shall be solely liable for any loss, damage or injury arising as a result thereof and shall fully indemnify the Authority against the same.

- 4.5.10 The Contractor shall ensure that the Authorised Facility Accepting Contract Waste delivered to it on behalf of the Authority are operated in compliance with all applicable Necessary Consents and permits.
- 4.5.11 The Contractor shall at all times comply with its duty of care under section 34 of the Environmental Protection Act 1990 (EPA) and shall procure the compliance of all Employees involved in the delivery of the Services with section 34.
- 4.5.12 The Contractor shall have a duty to inform the Authority if any Employee or Authority party may in the reasonable opinion of or to the knowledge of the Contractor be in breach of the duty of care under section 34 of the EPA.
- 4.5.13 If for any reason the Authorised Facility becomes, or is likely to become, Unavailable for the Acceptance of Contractor Waste the Contractor will immediately notify the Authorised Officer.
- 4.5.14 The Contractor shall also immediately inform the Authorised Officer of the reason for Unavailability of the Authorised Facility, the steps being taken to make it Available again and the date and time when it is expected to be Available to receive and/or (as applicable) recommence reprocessing Contractor Waste.
- 4.5.15 The Contractor will be required to have in place suitable alternative arrangements ("Contingency Arrangements") to enable continuity of Services in the event of disruption. As a minimum, the Contingency Arrangements shall cover: -
- a) full or partial closure of the Delivery Point.
  - b) closure of a weighbridge.
  - c) plant failure.
  - d) loss of haulage arrangements (where applicable).
  - e) Should the Authorised Facility become temporarily Unavailable, the named Contingency Facility shall be able to meet the following minimum requirements as listed in 4.5 and 5.0

## **5.0 Weight recording**

### **5.1 Authority weighbridge requirement**

- 5.1.1 The Contractor shall ensure that a minimum of one operation weighbridge is available at the Authorised Facility which is operated in line with a Certified System for recording weights of Contract Waste Delivered to the Authorised Facility is provided

and maintained. Details of each weighing must be Available and provided to the Authority upon request.

- 5.1.2 A weighbridge ticket shall be issued for the delivery of the MDR. Details of the information required include:
- name of site
  - date of delivery
  - time of entry.
  - time of exit.
  - gross vehicle weight on entry.
  - gross vehicle weight on exit.
  - vehicle registration number and type.
  - name of weighbridge operator.
  - net weight discharged.
  - Registered waste carrier number and expiry date.
  - Description of material.
  - Point of waste arising.
- 5.1.3 The MDR shall only be deemed to be Accepted upon the issue of a weighbridge ticket by the Operator of the Delivery Point.
- 5.1.4 The Contractor will be responsible for the cost of regular weighbridge testing and record keeping and make the results available to the Authorised Officer as required. At those Delivery Points used by the Contractor for the Acceptance of Contractor Waste, the contractor shall ensure arrangements are in place for regular weighbridge testing and record keeping and make the results available to the Authorised Officer as required
- 5.1.5 This weighbridge must be certified as being in accordance with Section 11 of the Weights and Measures Act 1985
- 5.1.6 The weighbridge shall comply with all statutory requirements and any local regulations. Weighbridges must be tested and passed as fit for trade by a Trading Standards Officer prior to use; and
- 5.1.7 The Contractor shall ensure that any weighbridge malfunction or breakdown is covered by the Contingency Arrangements to ensure continuity of the Services.
- 5.1.8 Except with the written agreement of the Authorised Officer the Contractor shall use the weighbridge to measure the weight of each Authority Vehicle that is leaving the Authorised Facility, nett of vehicle crew (i.e., a tare weight). The weighbridge shall be linked to a computerised data handling system and shall generate weights of material without the need for manual input. A copy of the electronic weight data shall be forwarded to the Authority on a monthly basis or as and when reasonably requested by the Authorised Officer. Prior to the commencement of the Service, the Contractor shall agree with the Authority the format in which the electronic data is recorded and presented to the Authority.
- 5.1.9 The Contractor shall immediately inform the Authorised Officer of any circumstances, which prevent it from measuring the weight of Authorised Waste
- 5.1.10 In the event of any weighbridge or equipment defect the Contractor shall be responsible for providing an alternative site, approved by the Authorised Officer, to weigh off the Authority Vehicles and all costs associated therewith shall be the responsibility of the

Contractor. The Contractor shall be responsible for the payment of any additional costs incurred by the Authority through the use of an alternative weighbridge.

## **6.0 Processing and sale of Output Recyclate**

### **6.1 Ownership of Authorised Waste and use of Products**

6.1.1 Once the Contractor has received the Authorised Waste at the Reception Point weighbridge and issued a weighbridge ticket to the driver of the relevant delivery vehicle, the Contract Waste will be deemed to be Accepted by the Contractor and shall be deemed to be acquired by and in the ownership of and at the risk of the Operator of the Facility who shall take full responsibility for it and shall handle and dispose of such MDR in accordance with the terms of the Contract. The Operator of the Facility has a duty to ensure that all Products produced as a result of this Contract shall be used in line with Good Industry Practice.

6.1.2 In line with the Authority's Duty of Care obligations, the Contractor shall provide full details of the end destinations of all materials, along details of waste management permits.

6.1.3 The Authorised Facility shall have the technology and infrastructure to achieve the best possible quality of Output Recyclate

6.1.4 The Contractor shall market and Transfer the Output Recyclate referred to suitably licenced merchants or reprocessors such that the income to the Contract is maximised whilst ensuring that the potential for harm to human health and the environment is minimised.

6.1.5 The Contractor must show that they are minimising the movement of vehicles in the processing and sale of the Output Recyclate, where practicable the contractor should prioritise the transport of Output Recyclate by rail or river.

6.1.6 The Contractor shall implement 'The waste Hierarchy' by maximising recycling rates and undertaking energy recovery from Non-Recyclable Materials

## **7.0 Contingency Arrangements**

7.1.1 The Contractor shall bear full responsibility and risk for providing the services outlined in this Specification. Therefore, the Contractor shall provide the Authority with the contingency arrangements for the provision of this service, which must be in accordance with this specification.

7.1.2 In the event of the use of a Contingency Site, the Contractor will bear any extra expense incurred by the Authority for the transportation of the MDR.

7.1.3 The Authority will not be liable for any processing fees that the Contractor may incur if a Contingency Site is used.

7.1.4 The Authority requires details of Contingency Sites to be used in the delivery of this Contract.

7.1.5 The Authority requires any Contingency Site to comply with all the details laid out in this Specification.

## **8.0 Sampling and reporting**

- 8.1.1 Under the Waste Regulations 2011, the Council is required to deliver recyclable materials to facilitate high quality recycling. The Contractor shall provide the necessary waste composition data to demonstrate that high quality Output Recyclate is being achieved.
- 8.1.2 The Contractor shall undertake waste composition analysis for incoming MDR, and the Council shall have the right to inspect the sampling process
- 8.1.3 The Contractor must comply with the sampling requirements including frequencies and tonnages as laid out in the Environmental Permitting Regulations 2014 and the MRF Code of Practice
- 8.1.4 Verifiable records shall be maintained for all the Recyclable Materials and samples undertaken

## **9.0 Health and safety**

### **9.1 Contractor Responsibilities**

- 9.1.1 In providing the Services, the Contractor and any Sub Contractors shall be responsible for all health and safety matters and must adopt safe methods of work and comply at all times with the requirements of the Health and Safety at Work etc. Act 1974 and of any other legislation, regulations or Orders pertaining to the Contract.
- 9.1.2 The Contractor shall provide and maintain a Certified System to manage Health and Safety at the Authorised Facility.
- 9.1.3 The Contractor shall provide a monthly report to the Authority that provides details of any accidents relating to the provision of the Service and the corrective and preventative action taken by the Contractor in relation to these accidents.
- 9.1.4 The Contractor shall agree with the Authority the reporting mechanism and the details to be provided in the reports to the Authority prior to the commencement of the Service.
- 9.1.5 Any accidents on site, must be reported to the Authority Authorised Officer on site and recorded in the accident book
- 9.1.6 The Contractor will upon request, allow an Authorised Officer access to the Authorised Facility, to enable the Authority to ensure that all Health and Safety requirements with regards to this specification are being met
- 9.1.7 Any accidents that occur as part of carrying out the duties of this contract, must be reported to the Authority's Authorised Officer.

## **10.0 Performance and Record keeping**

### **10.1 Management information**

- 10.1.1 The Contractor shall provide monthly tonnage figures by the 10th working day of each month

10.1.2 The Monthly Reports shall provide details of: -

- Total tonnage that is delivered to the MRF by the Authority
- Total tonnage and % of Recyclable Material (Target and Non-Target Material) sent for recycling
- Total tonnage and % of Recyclable Material rejected
- Total tonnage and % of Non-Recyclable Materials / Contaminated Materials
- Total tonnage of Recyclable Material rejected as Front-End Rejects
- Sample load analysis table
- Destination(s) for disposal of rejected Recyclable Material
- Destination(s) of Recyclable Materials for re-processing
- Total tonnage and % of Non-Recyclable Material disposed of by the MRF
- Loads received and ticket numbers issued
- Vehicle turnaround times
- Health and Safety (Accident reports and Riddors)
- Contract monitoring – service delivery
- Payment Mechanism requirements.
- The Contractor shall supply relevant management information required by the Authorised Officer.

10.1.3 The Contractor shall maintain all other records required by the Authorised Officer, the Environment Agency or other controlling authority.

10.1.4 The Contractor shall supply the Authority with the names, addresses and Waste Management Licence number for all end destinations of the waste.

10.1.5 The Contractor shall supply all Waste Carriers Licence details for any organisation that is responsible for the movement of waste from the HWRC

10.1.6 There shall be formal monthly meetings between the Contractor and the Authority. The Contractor will attend such meetings convened by the Authority upon request, at which the operation of the Service shall be the reason for the meeting. At the meetings, the Contractor's representative shall be the Contract Manager (or person agreed between the Authority and the Contractor who shall be at an appropriate level in the company).

10.1.7 The precise details of the reports and proformas used to submit data shall be agreed between the Authority and the Contractor prior to the commencement of the Service. The Contractor shall submit his proposed reporting system as part of the Contractor's Method Statements.

## 10.2 Performance Failure and periods for remedy

10.2.1 The Contractor shall carry out the Services in accordance with the Contract and is specifically referred to the Performance Framework (Table 2) to be followed by the Contractor.

10.2.2 If the Contractor fails to achieve a performance measure, the Authorised Officer will notify the Contractor and issue a Rectification notice, allowing the Contractor to rectify the issue.

10.2.3 If the issue is not rectified within the Rectification Period, the Authority Authorised Officer will issue Performance points relevant to the particular failure.

10.2.4 The number of Performance Points will be recorded and in the event of continued performance failure the performance points will accrue and lead to escalation as detailed in Table 3

10.2.5 Table 2 – Performance Standards

Performance Standard	Frequency of monitoring	Rectification period	Points issued
Failure to provide an Authorised Facility or Contingency Facility	Daily	0 Hours – No rectification period	15
Failure to recycle 95% of Target items	Monthly	1 week	10
Failure to recycle 90% of non-Target items	Monthly	1 week	5
100% of contaminated waste sent for energy recovery	Monthly	1 week	5
Failure to provide monthly reports by the 10 <sup>th</sup> working day of each month	Monthly	1 week	3
Failure to report accidents or Riddors associated with this contract within 48 hours	Monthly	0 Hours – No rectification period	10
Social Value reporting	Quarterly	1 Month	3

10.2.6 The Contractor shall, upon receiving a Rectification Notice from the Authorised Officer or his representatives, rectify a Performance Standard Failure within the period set out in Table 2

10.2.7 Failure by the Contractor to remedy a Performance Standard Failure in line with the Rectification Notice shall be dealt with by the Authority in accordance with the Table 3

10.2.8 The number of performance points will be accrued over a rolling 12-month period

10.2.9 If the Contractor accrues over 5000 performance points over a rolling 12-month period, then a Termination Notice will be issued, advising the Contractor of a six-month termination period.

## **11.0 Social Value**

### **11.1 Social Value in Thurrock**

11.1.1 Please see the following link regarding Social Value in Thurrock [Social values / How we buy / Thurrock Council](#), with particular attention to the Framework that is attached to this link.

11.1.2 With regards to Waste Management, the Council are supportive of initiatives around reuse and environmental education within Thurrock and supports a number of Community initiatives, including:

- [Pyramid Centre - Thurrock Play Network](#)
- [The Re-Use Partnership \(TRUP\) / Reducing waste / Thurrock Council](#)
- We also support in partnership with Essex Wildlife trust and education officer to provide our schools with access to environmental education
- Community Litter picks

11.1.3 The Social Value Act requires the Authority to consider how this contract could secure wider social economic and environmental benefits, tender submissions should take this into consideration.

## **12.0 Method Statements**

12.1.1 The Contractor shall submit a method statement, this shall include the Contractors approach to Service Delivery and incorporating the following sections relating to individual elements of service provision:

- Technology
- Site
- Contract mobilisation (including mobilisation plan)
- Planning, permitting and other necessary consents
- Management of process outputs
- Performance targets
- Employment and staffing
- Health, safety and welfare
- Contract management
- Quality assurance and environmental management
- Carbon management plan and social value considerations
- Contingency plan



## **13.0 Payments**

13.1.1 The Authority shall make payment to the Contractor according to the Payment Mechanism monthly in arrears, following the submission and approval of the monthly payment reporting requirements, detailed in Specification section 9 (Reporting Requirements).

## Appendix 2A: Key Performance Indicators

KPI No.	KPI title	Performance Failure	Reporting frequency	Resolution period	Performance points	Rectification period	Repeated failure period
1	Acceptance of Mixed Dry Recyclables	Failure to accept a load of the Authority's Mixed Dry Recyclables at any point in the provision of Services or contingency arrangements, in accordance with the requirements.	Monthly	N/A	250	1 (One) working business days	12 months
2	Contingency arrangements	Failure to implement any contingency arrangements for any provision of Services	Monthly	N/A	250	1 (One) working business days	12 months
3	Weighbridges	Failure to provide a working calibrated weigh bridge	Monthly	2 (two) working days	75	Two working days	12 months
4	Reporting errors	Failure to submit a Monthly Report or an Annual Report required under Specification section 13 (Reporting Requirements) or the submission of a Monthly Report or an Annual Report required under Specification section 13 (Reporting Requirements) containing one or more material errors.	Monthly	5 (five) working business days	75	5 (five) working business days	12 months
5	Conditions and consents	Any receipt of notification from the Environment Agency that the Contractor is in breach of any relevant environmental permit condition or consent as set out	Monthly	N/A	50	N/A	12 months

KPI No.	KPI title	Performance Failure	Reporting frequency	Resolution period	Performance points	Rectification period	Repeated failure period
		under Specification section 12 (Duty of Care).					
6	Health and Safety	Failure to inform the Authority Representative(s) of any RIDDOR reportable incident within 1 (one) Business Day of the incident becoming reportable under RIDDOR.	Monthly	1 (one) working business day	50	1 (one) working business day	12 months

Performance deductions:

Number of points received in a rolling 12 months	Authority Action taken	Deductions
500	First Escalation Notice	£500
750-1500	Second Escalation Notice	£1000
1750-2000	Warning notice	£2000
5000	Termination Notice	

## Appendix 2B: Social Value Criteria

The below table represents the Council's priorities with regards to Social Value.

- Projects that the Authority are actively engaged with that fall under our Social Value Criteria are:
- The Council support Keep Britain Tidy's Eco Schools project via the provision of educational resources and support for the achievement of the Green Flag award associated with this.
- Reuse Initiatives via the development of a reuse shop
- Development of local employment opportunities

<b>People</b>	<b>Place</b>	<b>Prosperity</b>
Support Voluntary Groups, Charity's or the Third Sector which helps to empower our communities – i.e., Supporting Waste reuse initiatives, Environmental education, supporting community litter picks/beach clearance	Demonstrate reductions to Carbon footprint positive impact to prevent climate change	Employment of local employees at various levels
Consideration of behavioural change and community engagement	Demonstrate compliance with the waste hierarchy	Demonstration of fair payment to employees
	Minimise the use of single use materials particularly plastic	Requires the Contractor to have an Equal Opportunities Policy
	Demonstrate use of a 'Green' Fleet	Requires the Contractor to support an Apprentice scheme
	Reduce Enviro-Crime and Anti- social behaviour	
	Demonstration of your Circular Economy strategy	

## **Appendix 2C – Oracle I-Supplier**

The winning Supplier must sign up to the Council's Oracle I-Supplier Portal where purchase orders are raised and invoices are uploaded.

### **Definition**

Oracle i-Supplier is an internet based portal that provides direct access to essential business records with the Council. Provided internet access is available for use, the portal can be accessed anywhere, anytime, enabling our suppliers to:

- flip purchase orders converting these into e-invoices – eliminating the need to send us a paper invoice
- view the status of invoices – whether these have been received, processed or paid
- view actual payments
- view who to contact in the Council regarding any purchase order received from the Council, and
- export (download) data into a spread sheet for your own use.

### **Benefits**

- The following benefits have been identified:
- Registering and using i-Supplier will reduce the length of time we take to pay an invoice – unless specifically agreed with us, our standard payment terms are 30 days. If suppliers use i-Supplier we pay within ten days.
- Stationery and postage costs will be reduced as no paper invoices are required.
- Business efficiency will be improved as suppliers can load invoices directly into the system ready for processing and automated payment.

### **How to register**

Please contact [P2P@thurrock.gov.uk](mailto:P2P@thurrock.gov.uk) and one of the team will advise on how you can register for a Supplier portal account

### **How to use the supplier portal**

Guides on how to use the supplier portal can be downloaded on this link [www.thurrock.gov.uk/isupplier](http://www.thurrock.gov.uk/isupplier)

in addition should you require any additional support please email [P2P@thurrock.gov.uk](mailto:P2P@thurrock.gov.uk)