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DRY MIXED RECYCLING PROCESSING CONTRACT

SCHEDULE 1 - SPECIFICATION



Derby City Council

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1 INTRODUCTION

- 1.1 This Specification outlines requirements for providing Dry Mixed Recycling Processing Services for the Council.

2 SCOPE OF THE SERVICE

- 2.1 The Service Provider shall make provision for:
- 2.1.1 a Delivery Point to receive Contract Material throughout the Term;
 - 2.1.2 processing capacity to sort Contract Material throughout the Term, including seasonal peaks; and
 - 2.1.3 the marketing and transfer of kerbside collected Recyclable Materials to reprocessors or other end markets.
- 2.2 The Service Provider shall be responsible for undertaking the following activities:
- 2.2.1 Provision of suitable activities to achieve a seamless transition from the current provision of waste management services to the Service Provider's provision of Services;
 - 2.2.2 Provision of a Delivery Point for the receipt (i.e. acceptance) of Contract Material from bulk haulage vehicles;
 - 2.2.3 Sampling and composition analysis of Contract Material;
 - 2.2.4 Sorting and separation of Contract Materials at a Materials Recycling Facility (MRF) in a manner that maximises the separation and quality of Recyclable Materials;
 - 2.2.5 Undertaking all reasonable measures to maximise the value from Contract Materials;
 - 2.2.6 Securing arrangements for the onward processing / sale of Recyclable Materials for Recycling;
 - 2.2.7 Handling and Recovery / Disposal of any Non-Recyclable Materials and Unacceptable Materials resulting from the processing of Contract Materials;

- 2.2.8 Undertaking all reasonable measures to minimise the amount of Non-Recyclable Materials which are sent for Disposal;
 - 2.2.9 The provision of business continuity arrangements in the event that the Service Provider's Delivery Point or MRF (or any part of the Service) is unavailable;
 - 2.2.10 The provision of waste data required by the Council in order to fulfil its reporting obligations, including WasteDataFlow; and
 - 2.2.11 Provision of suitable activities to achieve a seamless transition from the Service Provider's provision of Services to the Council's nominated incoming contractor upon expiry or termination of this Contract.
- 2.3 The Service Provider shall handle and dispose of any Unacceptable Materials, with the Council reserving the right to use an alternative Disposal / management route.
- 2.4 Contract Material shall predominantly include dry mixed recycling collected from household premises through the Council's kerbside wheeled-bin service and single-use sacks with a small proportion of commercial dry mixed recycling.

Drafting Note: The current quantities and composition of materials collected by the Council and the commercial dry mixed recycling in 2018/19 are provided with the Invitation to Tender information, and this information can be used as an indicator of anticipated volume and composition of Contract Materials. The data are provided for information only, and Bidders should undertake their own due diligence as to the quantity and composition of the Contract Material that may arise through this Contract.

3 SERVICE COMMENCEMENT DATE AND EXPIRY DATE

- 3.1 Services shall commence on 1st April 2020 (the Service Commencement Date).
- 3.2 For the avoidance of doubt, the "service requirements" of this Schedule 1 (Specification) shall apply from the Service Commencement Date unless specifically stated otherwise.

- 3.3 The Expiry Date shall be 8th June 2023. The Contract may be extended in accordance with clause 3 of the Conditions of Contract.

4 MOBILISATION

- 4.1 The Service Provider shall develop and implement the Mobilisation Method Statement (Method Statement 1), ensuring a seamless transition from the current provision of waste management services to the Service Provider's provision of Services.
- 4.2 The Service Provider shall attend weekly mobilisation meetings prior to the Commencement Date and further mobilisation meetings as required until Services commence. The meetings will be attended by the Service Provider's Representative and other relevant contractors, as required to agree effective Service interface arrangements.

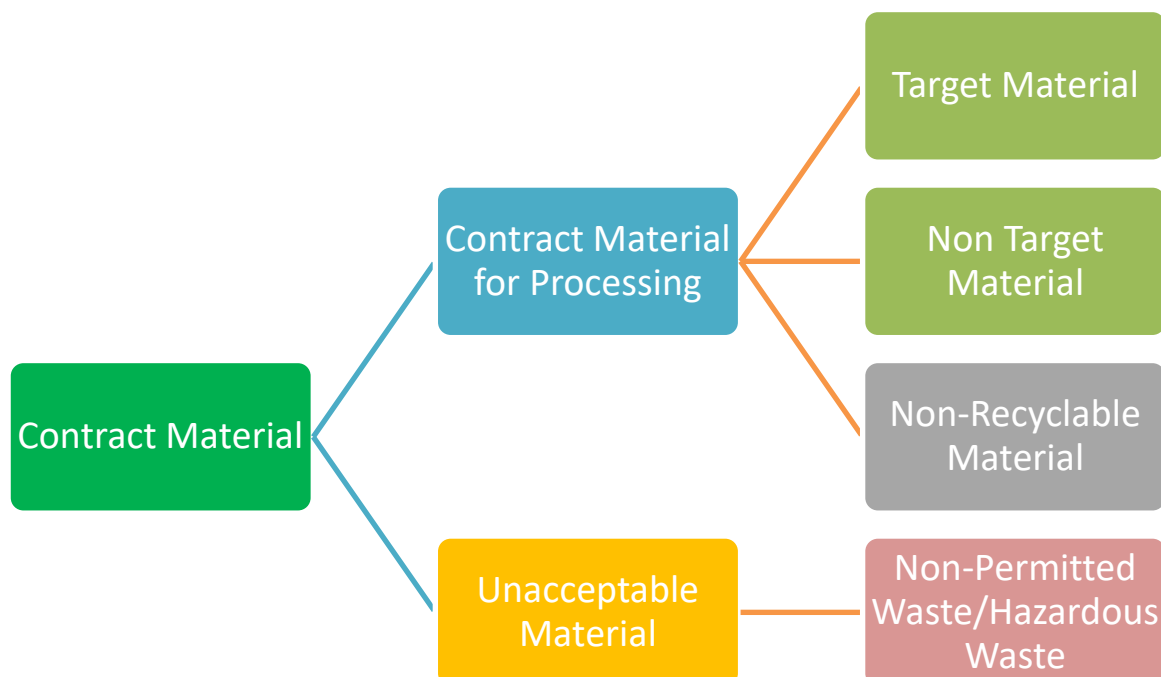
5 GENERAL SERVICE REQUIREMENTS

- 5.1 The Service Provider shall receive, sort, separate and market all of the Contract Material listed in paragraph 6.3 of this Specification and to respond to requests for additional Target Materials where they can be shown to maximise value to both the Service Provider and the Council.
- 5.2 The Service Provider shall ensure that the MRF has sufficient permitted and physical capacity to receive and process all Contract Material, in accordance with the requirements of this Specification for the duration of the Term.
- 5.3 The Service Provider shall operate a vehicle authorisation process to ensure that Contract Material is received only by vehicles which are authorised to deliver Contract Material, and shall ensure that all drivers delivering Contract Material are trained / inducted as required to tip at the Delivery Point(s) as required to deliver the Services.
- 5.4 The Service Provider must at all times ensure that Contract Material is handled and stored to ensure that the value and integrity of Contract Materials is preserved at all times.
- 5.5 The Service Provider shall make provision for reasonably foreseeable changes in quantity and composition of Contract Materials over the Term as a result of any changes to consumer behaviour, seasonal changes, population and housing growth, at no additional cost (in £/t terms) to the Council.

- 5.6 The Service Provider shall receive, sort and separate a proportion of Contract Materials collected in plastic sacks.
- 5.7 The Service Provider shall hold all Necessary Consents required to deliver the Services in accordance with Schedule 2 (Service Provider's Method Statements), and shall deliver the Services in accordance with all Necessary Consents, all relevant legislation, and Best Industry Practice.
- 5.8 The Service Provider shall accommodate inspection requests (plant, equipment and / or information regarding performance or as required for auditing purposes) when requested by the Council, with the Council giving reasonable notice to the Service Provider. The Service Provider shall be present at all such inspections and cooperate fully with inspections and reasonable requests for information by the Council.

6 CONTRACT MATERIAL

- 6.1 Contract Material is broken down into the following:
- 6.2 Contract Material and its sub-components are defined in the Conditions of Contract.



- 6.3 Target Materials shall comprise the following types of dry mixed recycling:

- a) Paper;
- b) Cardboard;
- c) Mixed ferrous and non-ferrous metal cans (including aerosol cans);
- d) Aluminium foil;
- e) Plastic bottles (all colours and polymers);
- f) Mixed plastic containers including pots, tubs and trays;
- g) Mixed glass containers; and
- h) Poly-coated / foil-lined food and drinks cartons (Tetra Pak and other containers of similar content).

7 RECYCLING PERFORMANCE

- 7.1 All Recyclable Materials which are separated from Contract Material in the Service Provider's MRF shall be sent for Recycling throughout the Term. Non-Recyclable Materials shall be sent for Recovery or Disposal.
- 7.2 The Service Provider shall ensure that the MRF operations maximises the capture of Recyclable Materials from Contract Materials.
- 7.3 The Council has a preference for Recyclable Materials to be recycled in accordance with Circular Economy principles.

8 PERFORMANCE STANDARDS

- 8.1 This is a performance-based Contract; the Council shall assess the Service Provider's performance in providing Services against the Council's performance standards by the means of Key Performance Indicators (KPIs) set out in Schedule 3 (Payment and Performance Mechanism).
- 8.2 Performance against KPIs shall be reported by the Service Provider to the Council, as appropriate in Monthly and Annual Reports as set out in paragraph 17 of this Schedule 1 (Specification). The Service Provider shall undertake continuous performance monitoring of its operations against the requirements of this Agreement in general and specifically the KPI's. The Service Provider shall notify the Council of any Service Failures or breaches of this Agreement within two (2) Business Days of the occurrence.

9 DUTY OF CARE

- 9.1 All Contract Materials shall be the property of the Service Provider once received by the Service Provider.
- 9.2 The Service Provider shall comply with the requirements of The Waste (England and Wales) Regulations 2011 (or as amended).
- 9.3 The Service Provider shall provide all relevant information to the Council as may be requested from time to time, for the Council to ensure that it complies with its requirements under The Waste (England and Wales) Regulations 2011 (or as amended).

10 SERVICE INTEGRATION AND INTERFACE MANAGEMENT

- 10.1 The Service Provider shall provide effective integration of the Service with other services provided by or procured by the Council. In particular, the Service Provider shall provide effective interface arrangements for the acceptance of Contract Materials at the Delivery Point by the Council and/or their contractors/agents.
- 10.2 The Service Provider shall maintain a close liaison between the appropriate levels of management of the Service Provider and Council and their nominated contractors/agents, to ensure effective integration of the Service and interface arrangements at all times, including the transition phase described in paragraph 4 above.
- 10.3 The Service Provider shall, where required, provide any required performance information to demonstrate effective service integration and interface management.

11 WASTE RECEPTION, WEIGHBRIDGES AND RECORDS

- 11.1 The Service Provider shall be responsible for receiving and accepting Contract Material at the Bulking Point, and that ensure that an appropriate space is made available for this activity.
- 11.2 The Service Provider shall ensure that all delivery vehicles shall be weighed-in within five (5) minutes of arriving on-site

- 11.3 The Service Provider shall ensure that all delivery vehicles are turned-around within 40 minutes. For the avoidance of doubt, this period will commence from weigh in and cease on weigh out of the delivery vehicle.
- 11.4 The Service Provider shall weigh-in and weigh-out all vehicles, to determine the weight of the Contract Materials received. The Service Provider shall use an electronic weighbridge.
- 11.5 The Service Provider shall issue weighbridge tickets generated from secure computerised records and the system shall have been authorised by a weights and measures inspector as fit for use in accordance with Section 11 of the Weights and Measures Act 1985 (or equivalent).
- 11.6 The Service Provider shall ensure that weighbridges be appropriately calibrated, tested and independently certified at least annually.
- 11.7 The Service Provider shall make available, upon request, copies of certification certificates of the calibrated weighbridge/s.
- 11.8 The weighbridge system shall be capable of recording and reporting the following information (as a minimum) for all Contract Material arriving at the MRF:
- a) Address of the Contract Facilities;
 - b) Date;
 - c) Ticket Number;
 - d) Description of Contract Material carried/European Waste Code;
 - e) Gross, net and tare weights (where applicable);
 - f) Name of Council, carrier and source of Contract Material (furnished by the driver);
 - g) Time of arrival/departure;
 - h) Vehicle registration number; and
 - i) Driver's full name (printed and signature).
- 11.9 A weighbridge ticket shall be provided to the Council on request for each load of Contract Material as evidence of arrival of the Contract Material load.
- 11.10 Original weighbridge tickets shall be kept by the Service Provider for a minimum of the two (2) previous financial years for verification.

- 11.11 The Service Provider shall notify the Council within one (1) Business Day of any vehicles that exceed their gross vehicle mass (GVM).

12 WASTE ACCEPTANCE CRITERIA (REJECTING LOADS AND DISPOSAL OF REJECTED MATERIALS)

- 12.1 Where a Contract Material load contains levels of Non-Recyclable Materials in excess of 15% by weight of the Contract Materials, the load or part load may, following the rejection procedure at paragraph 13 below, be rejected by the Service Provider.
- 12.2 A load of Contract Material shall not be rejected where the level of Non-Recyclable Materials can be brought under 15% by weight of the Contract Materials by safe sorting using normal personal protective equipment (e.g. gloves, litter pickers, safety boots, etc) within thirty (30) minutes. Such sorting shall be undertaken by the Service Provider at no additional cost to the Council.
- 12.3 The Service Provider shall handle and Recover or Dispose of (or, where appropriate, otherwise manage) all rejected loads of Contract Material, in accordance with the waste hierarchy as set out in the Waste Framework Directive (2008/98/EC). All rejected Contract Material must be recorded by weight. The Council may, at its discretion, and from time to time, decide to manage rejected loads itself.
- 12.4 Where Unacceptable Material is present, the Service Provider shall handle and dispose of this waste, in accordance with the relevant legislation and guidance. Hazardous waste disposal shall be based on best value for money, which may include obtaining three quotes by the Service Provider, or via a schedule of rates which must be provided annually to the Council.

13 REJECTION PROCEDURE

- 13.1 In determining whether a load of Contract Material should be rejected, the Service Provider and the Council shall follow the procedure outlined below (the rejection procedure):
- a) The Service Provider shall prepare a non-conformance form, which details the reason the Service Provider requests that the load should be rejected, and provide evidence of the presence of high-levels of Non-

Recyclable Material via digital means (e.g. photos, video) showing the level of Non-Recyclable Materials.

- b) The Service Provider shall notify the Council or chosen representative by phone and email within one (1) hour of receipt of the load, that it deems the load of Contract Material to be unacceptable.
- c) Subject to Necessary Consents, the Service Provider shall hold the relevant load for at least one (1) Working Day following the time of the email sent to the Council pursuant to paragraph 13.1b)b) to provide an opportunity for the Council's chosen representative to inspect the load, through examining the digital media supplied by the Service Provider and / or through on-site inspection.
- d) In the event that the load of Contract Material is deemed to contain levels of Non-Recyclable Materials greater than 15% by weight of the Contract Materials, and paragraph 12.2 cannot be applied, the Service Provider shall dispose of / manage the waste (and be recompensed through the Ancillary Services Payment detailed within Schedule 3 (Payment and Performance Mechanism)). In some circumstances and as agreed between the parties, the load may be handled by the Council.
- e) In the event that agreement cannot be reached between the parties, the Council may elect to submit the load for analysis to an independent third party. If this fails to show Non-Recyclable Material greater than 15% by weight of Contract Materials the Service Provider will be responsible for the costs of analysis and all associated costs and shall accept the load and handle it in accordance with the provisions of the Contract. If the analysis shows Non-Recyclable Material greater than 15% by weight of Contract Materials then the Council will be responsible for the analysis costs and the Service Provider may be required to dispose of / manage the waste (and be recompensed in accordance with Schedule 3 (Payment and Performance Mechanism)). In some circumstances and as agreed between the parties, the load may be handled by the Council.

14 QUALITY AND SAMPLING OF MATERIALS

- 14.1 The Council seeks to maximise the value of Recyclable Materials, generating materials of sufficiently high-quality recycling to meet the needs and quality requirements of re-processors.

- 14.2 The Service Provider shall adhere to all relevant legislation that supports EU and UK action to promote the quality of recycling, including the MRF Code of Practice and EU Waste Shipments Regulations, as relevant.
- 14.3 The Service Provider shall have in place a robust system for monitoring and managing the quality of material produced through the MRF. To provide information required for calculation of payment (in accordance with Schedule 3 (Payment and Performance Mechanism)) and for statutory reporting requirements, the Service Provider shall undertake regular sampling of Contract Materials (“Input Composition Sampling”) once per day or in accordance with the MRF Code of Practice, whichever is greater, and with the material breakdown required by Table 1 of Schedule 3 (Payment and Performance Mechanism). Such sampling should facilitate accurate and representative information regarding the composition of Contract Materials, and it shall be the Service Provider’s responsibility to ensure that sufficient representative samples are taken.
- 14.4 The Service Provider shall at all times ensure that any material compositional data used in the calculation of payment and performance reporting is derived only from the Input Composition Sampling of Contract Materials, and no other third-party material, and that the samples are representative of Contract Materials as a whole.

Drafting Note: Bidders should ensure that the proposed sampling regime will provide the level of detail required to drive the paymech, and this includes ensuring alignment with the bid back Letsrecycle.com index categories within the Pricing Schedule.

- 14.5 The Council reserves the right to observe and challenge any sampling by the Service Provider, and, acting reasonably, request the re-sampling of Contract Materials at the cost of the Service Provider.
- 14.6 In the event that the Council commissions a third party to undertake any further additional sampling/analysis of Contract Materials to inform service development, the Service Provider shall make reasonable provision to support this work.

15 MANAGEMENT OF RECYCLABLE MATERIALS

- 15.1 The Service Provider shall be responsible for securing markets for all Recyclable Materials but shall at the cost of the Service Provider investigate alternative markets when reasonably requested to by the Council.
- 15.2 The Service Provider shall implement the Method Statement 4 (Materials Marketing) as set out in Schedule 2 (Service Provider's Method Statements), which shall define the measures which the Service Provider will take to ensure that best value is achieved for the Recyclable Materials in accordance with the provisions of this Contract whilst actively seeking opportunities for the use of Recyclable Materials locally on the principles of the Circular Economy within the surrounding area.
- 15.3 The Service Provider shall ensure that reputable companies are used for the reprocessing of Recyclable Materials (including final destinations for materials). The Service Provider shall ensure no embarrassment or reputational damage results from any activity associated with the reprocessing or end use of Recyclable Materials. If the Service Provider knows or suspects that current or past reprocessors are under investigation by regulatory bodies (in the UK or overseas) for illegal practices, then it shall inform the Council immediately.
- 15.4 The Council prefers the use of UK markets for the sale of Recyclable Materials.
- 15.5 The Service Provider shall inform the Council of the intended destination for all Recyclable Materials, including end destinations, and intended use post reprocessing, and shall notify the Council when this changes over the Term. In particular, the Service Provider shall notify the Council where there is a significant change in the end-use of the Recyclable Material.
- 15.6 The Service Provider shall ensure that Recyclable Materials are not used or disposed of in any way that could bring the Council into disrepute which includes but is not limited to:
- 15.6.1 The disposal of Recyclable Materials to landfill, unless they are part of a reasonable process loss;
- 15.6.2 The use of Recyclable Materials as a fuel in a combustion process, unless they are part of a reasonable process loss.
- 15.7 The Service Provider shall provide to the Council information on the end-destinations of Recyclable Materials, including all steps up until the Recyclable

Material has reached 'end-of-waste' status. This information shall be sufficient to satisfy both Duty of Care Obligations and WasteDataFlow requirements.

- 15.8 The Contract shall apply the principles of the End Destination of Recycling Charter.

16 CONTRACT MANAGEMENT

- 16.1 The Service Provider shall arrange and attend with the Council monthly contract management meetings for the first six (6) months of the Term. Thereafter, the Service Provider shall attend quarterly contract management meetings. The Service Provider may, at all times with the Council acting reasonably, be required to attend more frequent meetings where service issues require this.
- 16.2 The contract management meetings shall include details of:
- 16.2.1 Any matters relating to deliveries of Contract Material to the Service Provider's Delivery Point(s);
 - 16.2.2 Levels of Contract Material which are rejected due to presence of Unacceptable Materials or Non-Recyclable Materials >15% by weight;
 - 16.2.3 The quality of Contract Materials being received by the Service Provider;
 - 16.2.4 The Recycling Performance;
 - 16.2.5 Recyclable Materials Revenue, in accordance with paragraph 5 of Schedule 3 (Payment and Performance Mechanism);
 - 16.2.6 Health, safety, environment and quality issues relating to the Service;
 - 16.2.7 Any business continuity events that have occurred since the previous contract management meeting.
- 16.3 The Service Provider shall ensure that either the Service Provider's Representative and/or suitably qualified and authorised staff are in attendance at all contract meetings.

- 16.4 The Service Provider shall produce all agendas and minutes for contract meetings and seek the approval for all agendas and minutes from the Council. Agendas shall be provided to the Council five (5) Business Days prior to the date of the contract meeting. Minutes from the contract meetings shall be provided within five (5) Business Days following the date of the meeting.
- 16.5 The Service Provider's point of contact for all matters relating to the day-to-day running of this contract will be the Authorised Officer.
- 16.6 The Service Provider shall make available any reasonable requests for financial information relating to the contract. Timelines will be agreed between the parties for each such request.

17 REPORTING

- 17.1 The Service Provider shall provide a report, in an approved format by the Authorised Officer, to the Council within five (5) Business Days following the end of each Contract Month (the 'Monthly Report'). The Monthly Report shall detail:

17.1.1 Waste data information, to include:

- a) The total tonnage of Contract Materials received by the Service Provider at the Delivery Point(s) for:
 - (i) The relevant Contract Month; and
 - (ii) As a cumulative total for the Contract Year to date.
- b) The total tonnage of Contract Materials that were rejected as Unacceptable Material
 - (i) For the relevant Contract Month; and
 - (ii) As a cumulative total for the Contract Year to date.
- c) The total tonnage of Contract Materials that were processed, including a breakdown for each facility that the Contract Material was processed (as relevant):
 - (i) For the relevant Contract Month; and
 - (ii) As a cumulative total for the Contract Year to date.

- d) The total tonnage of Recyclable Materials that were sent to a reprocessor for recycling, including a breakdown of material type and details of the reprocessor(s):
 - (i) For the relevant Contract Month; and
 - (ii) As a cumulative total for the Contract Year to date.
- e) The total tonnage of Non-Recyclable Material that was Recovered / Disposed, including a breakdown for each facility where the Non-Recyclable Material was Recovered or Disposed (as relevant):
 - (i) For the relevant Contract Month; and
 - (ii) As a cumulative total for the Contract Year to date.

17.1.2 Details of the Recyclable Materials Revenue for the relevant Contract Month, including the calculation as set out in Paragraph 6 of Schedule 3 (Payment and Performance Mechanism). This shall include:

- a) a breakdown of the grades of material produced;
- b) the value per tonne for each of these grades, taken from the relevant index as listed in Schedule 4 (Pricing Schedule);
- c) tonnage of individual material grade; and
- d) the total revenue generated for each material based on agreed pricing index.

17.1.3 Details of any ancillary services provided in accordance with paragraph 5 of Schedule 3 (Payment and Performance Mechanism). For each occasion for the Service Provider providing Ancillary Services, the Service Provider shall provide:

- a) details of the service provided, including details of sub-contractors and facilities used; and
- b) details of the cost of the ancillary service including the profit margin applied.

17.1.4 Details of any business continuity events that occurred during the relevant Contract Month, including:

- a) The cause of the business continuity event;
- b) How the business continuity event was managed; and

- c) Details of tonnages and facilities (as relevant) associated with any business continuity event.
- 17.1.5 Details of Service Failures (in accordance with Schedule 3 (Payment and Performance Mechanism)) during the relevant Contract Month, including the level of Performance Deductions to be applied in Schedule 3 (Payment and Performance Mechanism).
- 17.1.6 Details of any health, safety, environment, and quality issues identified during the relevant Contract Month.
- 17.1.7 Details of all incidents of plant, vehicle and equipment failures affecting delivery of the Services in accordance with the Schedule 2 (Service Provider's Method Statements).
- 17.1.8 Details of any breach of Necessary Consents or any notice provided by a regulatory body during the relevant Contract Month.
- 17.2 The Service Provider shall provide a report to the Council within ten (10) Business Days following the end of each quarter of each Contract Year (the 'Quarterly Report'). The Quarterly Report shall include the same information as required in the Monthly Report, summarised for the relevant quarter.
- 17.3 The Quarterly Report is to include all information required for the complete submission of the WasteDataFlow Report, including the end destination of Contract Materials, to the point they are no longer classified as Waste.
- 17.4 The Service Provider shall provide a report to the Council within twenty (20) Business Days following the end of each Contract Year (April to March) (the 'Annual Report'). The Annual Report shall detail all the same information as for Monthly Reports (as set out in paragraph 17.1 above), but summarised for the relevant Contract Year only.

18 BUSINESS CONTINUITY

- 18.1 The Service Provider shall update and maintain Method Statement 5 (Business Continuity) throughout the Term. The Business Continuity Method Statement shall detail how the Service will be operated in the event of any element of the Service being unavailable on a permanent or temporary basis, and shall include as a minimum:

- 18.1.1 Location(s) of the Contingency Facility (or Facilities) to deliver the Services, including contingency Delivery Points for the receipt of Contract Material and contingency MRFs for the processing of Contract Material;
 - 18.1.2 Details of how the implementation of the Business Continuity Method Statement will maintain a full level of service in accordance with this Schedule 1 (Specification); and
 - 18.1.3 Details of any actual or potential impact on the Services as a result of using a Contingency Facility.
- 18.2 The Business Continuity Method Statement shall be reviewed and updated by the Service Provider at least annually, and more frequently as required, and the Business Continuity Method Statement shall be submitted to the Council for approval thirty (30) days before the anniversary of the Commencement Date.
- 18.3 The Service Provider shall notify the Council prior to implementing the Business Continuity Method Statement.
- 18.4 Any Business Continuity arrangements will be carried out at no additional cost to the Council (in accordance with Schedule 3 (Payment and Performance Mechanism)).
- 18.5 If the implementation of the Business Continuity Method Statement results in the Contract Material being transported further than would normally be the case (based on the Service Provider's Delivery Point proposed in the Materials Reception Method Statement), then Mileage Deductions will apply in accordance with Schedule 3 (Payment and Performance Mechanism).

19 QUALITY AND ENVIRONMENTAL MANAGEMENT

- 19.1 The Service Provider shall implement a quality management system that is compliant with ISO 9001 or equivalent at all times following the Commencement Date.
- 19.2 The Service Provider shall implement an environmental management system that is compliant with ISO 14001, or equivalent, at all times following the Commencement Date.

20 HEALTH, SAFETY AND WELFARE

- 20.1 The Service Provider shall maintain, and comply with Method Statement 8 (Health, Safety, Environment, and Quality) set out in Schedule 2 (Service Provider's Method Statements).
- 20.2 The Service Provider shall operate a safety management system which is compliant with and accredited to ISO 45001.
- 20.3 The Service Provider shall adopt safe working practices, to be detailed in Method Statement 8 (Health, Safety, Environment, and Quality), in full compliance with all current and future regulations, guidance published by the Health and Safety Executive (HSE), working rules and Legislation that apply to its activities under the Contract to ensure the safety and welfare of all personnel employed on the Contract, site visitors including parties delivering Contract Materials.

21 COMPLAINTS AND COMMUNICATIONS

- 21.1 The Council shall handle enquiries from residents of Derby City, in relation to the provision of the Services.
- 21.2 The Service Provider shall assist the Council with the provision of information related to the complaint received. Time frames for responses will be agreed with the Authorised Officer.
- 21.3 Should the Service Provider receive direct enquiries from resident of Derby City, the Service Provider shall make provision for the recording and monitoring of any complaints relating to the delivery of the Services and shall notify the Council immediately of any complaints received and what action has been taken to resolve the complaint.
- 21.4 The Service Provider shall cooperate with the Council in responding to any Freedom of Information (FOI) requests, Environmental Information Regulation (EIR) requests and similar such enquiries within the timescales required by the relevant legislation.
- 21.5 The Service Provider shall notify and consult with the Council regarding any form of public communication relating to this Contract or the Council. The Service Provider shall obtain approval from the Council prior to issuing any public communication relating to the Contract.

22 WASTE AWARENESS AND EDUCATION

- 22.1 The Service Provider shall support the Council through co-operation with their waste awareness and education initiatives and support their promotion of general waste awareness within the Council area.
- 22.2 The Service Provider shall support the Council in education of its senior staff and Councillors, through provision of guided site visits, upon request from time-to-time.

23 EXPIRY

- 23.1 The Service Provider shall develop an Expiry Plan which shall be submitted to the Council six (6) months prior to expiry (or as soon as practicable following initiation of Termination). The Expiry Plan shall include a description of the steps that the Service Provider will take to ensure that the transition to a new contractor is seamless.