

SCHEDULE 1: SPECIFICATION

INVITATION TO SUBMIT INITIAL TENDERS

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PART 1 - SPECIFICATION

1. The Services

- 1.1 The Contractor shall receive, weigh, sort and market the Mixed Dry Recyclables (MDR) collected from households and a small number of commercial waste customers across the Authority Area by the Boroughs in accordance with the Contract Conditions and this Specification.
- 1.2 The Contractor shall entirely at its own cost provide a MRF for the receipt and processing of the MDR. The Contractor shall be responsible for providing all resources, plant, equipment, staff and materials required for the delivery of the Services.
- 1.3 The Contractor shall at all times during the Contract Period comply with the MRF Code of Practice and any other Law.

2. Receipt of MDR

- 2.1 The Authority may bulk up to five (5) of the 10 Lots of MDR (Bulked MDR) at the three Transfer Stations identified below:

Facility	Address	Operated by	MDR Capacity (tonnes)	Opening Hours
Hornsey Street Transfer Station	Hornsey Street, London N7 8HU	LondonEnergy Ltd	30,000	Mon 07:00 – 24:00 Tues – Fri 07:00 – 23:30 Sat 07:00 – 23:00 Sun 08:30 – 17:00
Hendon Rail Transfer Station	Brent Terrace, London NW2 1LN	LondonEnergy Ltd	15,000	Mon – Fri 07:00 – 17:00 Sat 07:00 to 12:00 Sun & bank holidays closed
Oakleigh Road Depot	Oakleigh Road South, London N11 1HJ	Barnet Direct Services Organisation (Barnet DSO)	16,000	Mon – Fri 05.30 – 21.30 Saturday - 05.30 – 15.00 Sun closed

- 2.2 The Authority will procure that LondonEnergy Ltd will transport the Bulked MDR produced at Hendon Rail Transfer Station and Hornsey Street Transfer Station to the Delivery Point. Subject to paragraph 6 of this Specification, the Authority will procure that Barnet DSO will arrange the transport of Bulked MDR from Oakleigh Road Depot to the Delivery Point.
- 2.3 A Delivery Point can either be the Contractor's MRF or a Transfer Station which is put in place by or on behalf of a Contractor in order to receive MDR, from which the Contractor will transport the MDR to their MRF for processing.
- 2.4 Where a Contractor provides a Transfer Station, they shall be responsible for the running and onward transportation costs of that Transfer Station. The Contractor must

store all MDR undercover and segregated from any other wastes which are received at the Transfer Station.

- 2.5 The Delivery Point shall be available for the delivery of MDR 24 hours per day, seven (7) days per week, including all public holidays.
- 2.6 The Contractor shall at the Delivery Point have a fully functional calibrated weighbridge staffed and available for use during all Delivery Point Opening Times, accurate to +/- 20 kg and maintained in accordance with all regulatory authorities, policies and requirements.
- 2.7 The Contractor must weigh, and have the weight recorded against the Borough or Transfer Station which delivered the MDR.
- 2.8 All loads received at the Delivery Point must be inspected by the Contractor to assess the material quality of MDR in accordance to the Load Quality Inspection requirements identified in Section 3 of this Specification.
- 2.9 The Contractor shall ensure that the Delivery Point is available for the receipt of MDR during the Delivery Point Opening Times.
- 2.10 The Contractor shall ensure that all loads arriving at the Delivery Point are weighed in, unloaded and weighed out promptly.
- 2.11 All vehicles used by the Contractor in the haulage of MDR shall meet the Euro 6 emissions standard.

3. Load Quality Inspection

- 3.1 When a load is tipped at the Delivery Point, the Contractor shall carry out a visual quality inspection to assess Contamination levels.
- 3.2 If the Contractor's visual assessment estimates that less than 15% of the load is Contamination, the material shall be classed as 'accepted' and is to be transferred into the MRF for processing.
- 3.3 If the Contractor's visual assessment estimates that more than 15% of the load is Contamination, the load is to be segregated from all other material and the Authority is to be contacted by the Contractor within one (1) hour with details of the load (including origin of MDR, vehicle registration and weighbridge ticket number), the estimated Contamination percentage and a list of the main Contamination types.
- 3.4 Where a load has been segregated by the Contractor, the Authorised Officer shall attend the Delivery Point within 24 hours to inspect the load. If the Authorised Officer agrees with the estimated Contamination level, the load shall be classed as 'non-conforming' and is to be dealt with as follows:

3.4.1 Where the Contamination level is between 15% and 25%, the load will be subject to the Downgraded Loads Fee. The Contamination will be removed and sent for disposal by the Contractor and the remaining MDR will be transferred into the MRF for processing.

3.4.2 Where the Contamination level is more than 25%, the load will be subject to the Rejected Loads Fee and the entire load will be sent for disposal by the Contractor.

- 3.5 If, acting reasonably, the Authorised Officer disagrees with the estimated Contamination percentage, the Contractor shall carry out a composition assessment on a representative sample of the load as agreed between the Authorised Officer and the Contractor, which is no less than 60kg in weight, in order to calculate an accurate Contamination percentage. The composition assessment must meet the standard set out in the MRF Code of Practice. Where the result of the composition assessment is that the load contains less than 15% Contamination, the load will be classed as 'accepted' and is to be transferred into the MRF for processing. Where the result of the composition assessment is that the load contains more than 15% Contamination, the load shall be classed as 'non-conforming' and is to be dealt with as identified in paragraphs 3.4.1 and 3.4.2 above.
- 3.6 If the Authorised Officer is unable to attend the Delivery Point in accordance with paragraph 3.4, the Contractor shall provide at least eight (8) photographs of the load which clearly identify the Contamination, the vehicle which tipped the load and overview photos of the whole load. The load is not to be removed from isolation until the Authorised Officer has confirmed with the Contractor that the estimated Contamination level is agreed. If the Authorised Officer fails to do so within five (5) Working Days, the load shall be deemed to be contaminated at the percentage specified by the Contractor in accordance with paragraph 3.3.
- 3.7 Where a load has a clear divide between a heavily contaminated section and a section of acceptable MDR, the Contractor shall split the load into a 'part rejected load' and a 'part accepted load' and shall follow the above procedure for each part load; for example if the last 30% of the load tipped is residual waste, 30% should be segregated and disposed of as a 'part rejected load' and 70% should be 'accepted' and transferred to the MRF for processing.
- 3.8 The Load Quality Inspection procedure does not replace the responsibilities of the Contractor to carry out material sampling as required in the MRF Code of Practice or any other legislative requirements.

4. Processing of MDR

- 4.1 MDR received at the MRF shall be processed by the Contractor to separate all recyclable materials into a product which meets the quality requirements demanded by the various end markets in order to establish secure markets for the MDR and maximise revenue achieved through material sales.
- 4.2 The disposal of non-recyclable Contamination arising from the MDR shall be arranged by the Contractor. The Contractor should apply the Waste Hierarchy to all materials received in loads of MDR; therefore where possible, non-recyclable Contamination should be disposed of at energy recovery facilities rather than landfill sites.
- 4.3 Where practicable, any Contamination sent for energy recovery should be incinerated at a facility which meets the Mayor of London's carbon floor requirements.
- 4.4 For the avoidance of doubt, the Contractor is responsible at its own cost for the maintenance (including cleaning) and replacement of all or any parts of their MRF and

their Transfer Station (if applicable), and for obtaining of all necessary permits, permissions or authorisations from any regulatory body throughout the Contract Period.

5. Marketing of Recyclable Materials

- 5.1 The Contractor shall maximise the proportion of Recyclates which are sent to facilities within the UK for reprocessing.
- 5.2 Where materials cannot be reprocessed within the UK, the Contractor shall ensure that the transportation and export of materials complies with all Laws.
- 5.3 The end use of all materials output from the MRF, including any residues which arise during reprocessing, must be recorded by the Contractor and the Authority must be able to establish such information when auditing the Contractor from time-to-time.

6. [Optional Collection Service]¹

- 6.1 The Authority may require, at its sole discretion, the Contractor to provide a Collection Service from Oakleigh Road Depot.
- 6.2 The Collection Service shall include collecting the MDR from Oakleigh Road Depot in articulated vehicles and transporting it to the Delivery Point.
- 6.3 All Vehicles used to provide the Collection Service shall meet the Euro 6 emissions standard and shall meet the requirements of the Ultra Low Emissions Zone vehicle exhaust standards from the commencement of the Collection Service in order to comply with the Mayor of London's Environment Strategy 7.3.1.
- 6.4 The Contractor is required to assess ways in which it can reduce the environmental impact of the Collection Service, which may include, but not be limited to the use of renewable fuels.
- 6.5 Prior to commencement of the Collection Service, the Authority shall meet with the Contractor to discuss detailed requirements of the Collection Service.
- 6.6 Upon service of a notice from the Authority in accordance with clause 2.3, the Contractor shall provide such a Collection Service at the Transport Fee per tonne provided by the Contractor at Section D of Schedule 4.

7. MDR Input Specification

- 7.1 The Boroughs collect MDR with a consistent material acceptance criteria. The materials accepted are set out in Table A.

Table A – Materials accepted in Mixed Dry Recyclables

¹ Not applicable where the Contractor has not submitted a Transport Fee as part of the Tender

MDR Input Specification	
Cardboard	Aluminium Cans and Foil
News and Pams	Steel Cans
Mixed Paper	Plastic bottles (all colours and polymers)
Catalogues and Telephone directories	Glass bottles and jars (all colours)
Plastic carrier bags	Plastic pots, tubs and trays
Cartons (e.g. milk, juice and Tetra Pak)	Shredded paper

- 7.2 The Contractor shall accept all materials identified in Table A at the Delivery Point as Target Materials and shall process these Target Materials through the MRF and market the resultant Recyclates for reprocessing.
- 7.3 The Contractor shall agree with the Authority the recyclable materials in addition to those in Table A which will be classed as recyclable 'non-target material' and shall process all such materials through the MRF and market the resultant recyclable materials for reprocessing.
- 7.4 The Contractor shall identify the non-recyclable materials which will be classed as Contamination and will be disposed of as Process Rejects.

8. Volumes of MDR

- 8.1 The Authority estimates that between 9,000 and 15,000 tonnes of MDR per annum will be delivered for each Lot awarded.
- 8.2 The Authority does not guarantee a minimum or maximum tonnage to be delivered under each Lot awarded.
- 8.3 The Contractor must maintain a capacity of at least 15,000 tonnes of MDR per annum throughout the Contract Period per Lot awarded.

9. Data Reporting Requirements

- 9.1 The Contractor shall provide the data reports set out in Table B.

Table B – Data Reports to be provided by the Contractor

Report	Frequency
Weighbridge tickets	Daily
Weekly Report	Weekly (no more than 2 Working Days after the last day of the week to which it relates)

Monthly Data Report	Monthly (no later than 7 WorkingDays after the last day of that month)
Monthly WasteDataFlow Report	Monthly (no later than 10 Working Days after the last day of that month)

9.2 Daily Tickets

9.2.1 The Contractor shall provide scanned weighbridge tickets for all Authority loads tipped at the Delivery Point by email in PDF format to the Authorised Officer.

9.2.2 Each weighbridge ticket must be signed by the vehicle driver or a representative of the Contractor.

9.3 Weekly and Monthly Data Reports

9.3.1 The Contractor shall complete the Data Report template included at Appendix 1 of this Specification for each week and month.

9.3.2 Weekly reports shall be emailed to the Authority no later than two (2) Working Days after the last day of the week to which it relates. For the purposes of the Weekly Data Report a week shall start on Monday and end on Sunday.

9.3.3 Monthly reports should be emailed to the Authority no later than seven (7) Working Days after the last day of the month to which it relates. For the purposes of the Monthly Data Report a month shall be a calendar month.

9.3.4 The Contractor shall complete all columns in the Data Report template for all Weekly Data Reports and Monthly Data Reports with the information set out in Table C.

Table C –Weekly and Monthly Data Reporting Requirements

Column	Heading	Description
A	Ticket Number	The number on the weighbridge ticket which relates to the load
B	Date	The date on which the load was tipped
C	Time in	The time at which the vehicle was weighed into the Delivery Point
D	Time out	The time at which the vehicle was weighed out of the Delivery Point
E	Origin	The Borough Council or Transfer Station from which the load was transported
F	Vehicle Registration	The registration of the vehicle which tipped the load

G	Round Number	The round number displayed on the vehicle or which the driver gives to the weighbridge clerk
H	Material	Either Mixed Dry Recyclables, Downgraded Load or Rejected Load
I	Gross Weight	The weight recorded when the full vehicle is weighed into the Delivery Point
J	Tare Weight	The weight recorded when the empty vehicle is weighed out of the Delivery Point
K	Net Weight	The gross weight minus the tare weight

9.4 Monthly WasteDataFlow Report

9.4.1 The Contractor shall complete the WasteDataFlow Report template included at Appendix 1 of this Specification for each month.

9.4.2 Monthly WasteDataFlow Reports shall be emailed to the Authority no later than 10 Working Days after the last day of the month to which it relates. For the purposes of the Monthly WasteDataFlow Report a month shall be a calendar month.

9.4.3 The WasteDataFlow Report must contain the following information:

- A detailed composition breakdown for each Borough and Transfer Station based on the sampling carried out in accordance with the MRF Code of Practice requirements. This breakdown must include the percentage of Process Rejects and Non-Target Materials and a breakdown of Target Materials by material type and grade;
- Full address and license details of all off-takers which materials are sent to, together with a description of the process type. If the initial off-taker is a MRF, transfer station, exporter or broker rather than a reprocessor, onward destinations to the point at which the material is reprocessed are also required;
- Full address and license details of all final disposal points for non-recyclables arising from the MDR. Where material is sent for energy recovery, the proportion of incinerator bottom ash and ash metals arising is also required, together with their final disposal or recycling points;
- Where multiple destinations are used for one material type or for the disposal of non-recyclables, the Contractor is required to identify the proportion sent to each destination; and
- Such other information as the Authority may reasonably require.

9.4.4 Where more than 13 MRF Code of Practice samples have been carried out for a Borough or Transfer Station in a month, the Contractor shall insert additional rows into the relevant tab of the template.

9.4.5 The Contractor may request changes to the WasteDataFlow Report template from time-to-time, which the Authority shall consider. Until the Authority agrees a revised template, the Contractor shall continue to use the template contained at Appendix 1 of this Specification.

10. Performance and Contract Monitoring

10.1 The Contractor shall process the MDR in accordance with this Specification and all Laws and shall strive for Good Industry Practice.

10.2 The Contractor shall operate a Quality Management System to ISO 9001 or equivalent throughout the Contract Period.

10.3 The Contractor shall maintain accurate records of all destinations for MRF outputs including evidence of their receipt and acceptance by the end destinations. A comprehensive audit trail of such records shall be maintained and made available for inspection upon request by the Authorised Officer.

10.4 The Authorised Officer may, without prior notice, at any time during the Contract Period attend the Contractor's MRF and / or Delivery Point and carry out an inspection to ensure that the Contractor is operating in accordance with the requirements set out in the Contract.

10.5 The Authorised Officer will be responsible for monitoring the Services throughout the Contract and will liaise with all staff directly involved with the Contract to ensure that the Contractor provides the required Services.

10.6 The Contractor shall maintain up-to-date Insurance cover at the levels specified in clause 9 and Schedule 14 of the Contract and shall ensure that copies of insurance certificates are provided to the Authorised Officer at the Commencement Date and subsequently when they are renewed throughout the Contract Period.

10.7 There will be monthly performance meetings between the Authorised Officer and the Contract Manager. The content of performance meetings will be as follows:

- Actions from previous meetings;
- Complaints, commendations and comments from stakeholders;
- Weighbridge tickets and data provision;
- Key Performance Indicators;
- Health and Safety management;
- Legislative compliance;
- Any other performance related topics which the Authority or Contractor wish to discuss (acting reasonably).

10.8 The Authority shall benchmark the Contractor's performance against the Key Performance Indicators included at Schedule 6 (Performance Monitoring and Key Performance Indicators). Failure to meet the targets set out may result in a financial performance deduction, in line with the levels set out in Schedule 6 (Performance Monitoring and Key Performance Indicators).

10.9 The Contractor shall have in place a continuous improvement plan, which details how the Contractor will work in partnership with the Authority to improve Services throughout the Contract Period.

10.10 Complaints

10.10.1 The Contractor shall deal with any complaints received in a prompt, courteous and efficient manner.

10.10.2 If any person makes a complaint concerning the Service, the Contractor shall immediately investigate the complaint and take such corrective action as is appropriate.

10.10.3 The Contractor shall keep a complete audit trail including a written record of all enquiries and complaints of any nature, in a database created and maintained for that purpose. Sufficient detail shall be recorded in the register to enable the Authorised Officer to ascertain:

- the nature of the complaint
- the name of the person making the complaint
- the date and time when it was received
- the action taken to remedy the complaint
- the time and date when the remedy was completed
- the names of the manager and other staff involved in the action complained about; and
- the measures put in place to remedy the complaint and prevent future reoccurrence.

10.10.4 The Authority shall be informed of persistent complaints or those made more than once in relation to the same incident. The Contractor shall take such action as the Authority reasonably requests.

10.10.5 Where the Contractor receives a complaint directly from a member of the public regarding the Services, the Contract Manager shall, no later than midday on the next Working Day, inform the Authorised Officer (by phone or e-mail).

11. Environmental Management

11.1 The Authority requires the Contractor to adhere to all environmental legislation and to strive for Good Industry Practice.

11.2 The Contractor shall operate an Environmental Management System to ISO 14001 or equivalent throughout the Contract Period.

11.3 The Contractor shall implement a strategy to reduce year on year the greenhouse gas emissions arising from the Services in line with the Mayor of London's CO₂eq emissions performance standard set out in policy 7.3.2 of the London Environment Strategy.

12. Health and Safety Compliance

- 12.1 The Authority requires the Contractor to adhere to all Health and Safety legislation and strive for Good Industry Practice.
- 12.2 The Contractor shall at all times during the Contract Period maintain a Health and Safety policy that complies with the Health and Safety at Work Act 1974.
- 12.3 The Contractor must have an officer or third party in place throughout the Contract Period who is responsible for the implementation of the Health and Safety policy.
- 12.4 The Contractor shall monitor its Health and Safety performance and maintain up-to-date records of all accidents, incidents and near misses, including details of the remedial actions taken to avoid reoccurrence.
- 12.5 The Contractor is required to adhere to the RIDDOR Regulations. If any RIDDOR incident occurs, the Contract Manager must inform the Authorised Officer as soon as possible and within 12 hours in any case.
- 12.6 The Contractor shall carry out risk assessments at their MRF and Transfer Station (where applicable), which include the procedures to mitigate all risks identified. Risk assessments should be reviewed and updated annually.

13. Contingency Planning and Business Continuity

- 13.1 The Contractor must maintain a robust Business Continuity Plan and Working Plan throughout the Contract Period. These documents must identify all reasonable risks to the service and include full details of how the Contractor will minimise the risks from occurring. Furthermore, the documents must identify, should one of the risks become a reality, how the Contractor shall ensure that the service is maintained with minimal disruption to the Authority and / or the Boroughs.
- 13.2 The Contractor's Service Contingency Plan must cover, but not be limited to:
 - Disruption at the MRF or Delivery Point, for example (but not limited to) fire, flooding
 - Weighbridge failure
 - Identification of alternate facilities for use
 - Emergency waste storage capacity
 - Weather emergencies
 - Commodity market failure
- 13.3 The Contractor's Working Plan and Service Continuity Plan as identified in Method Statement 5 shall be reviewed and agreed by the Authority and the Contractor and amended from time to time throughout the Contract Period.
- 13.4 In the event that the Delivery Point becomes unavailable and an alternative contingency Delivery Point is arranged, the Contractor shall be liable for all additional costs incurred by the Authority and Boroughs including, but not limited to increased transport costs.

14. Invoicing

- 14.1 The Contractor shall provide a single monthly consolidated invoice, taking into account the all costs and income for the month. The invoice amounts shall be calculated using the methodology identified in Schedule 10 (Payment Mechanism).
- 14.2 Payment of monthly invoices by the Authority for the Services and any VAT shall be due within 30 Calendar Days of the date of the invoice.

15. Social Value and Education

- 15.1 In accordance with the Mayor of London's responsible procurement policy, the Contractor shall seek to bring about social value benefits as identified in the Method Statements throughout the Contract Period. These benefits include:
- Community Projects
 - Apprenticeship schemes
- 15.2 In accordance with the Contract Conditions:
- 15.2.1 Where the MRF or Transfer Station is within a London Borough, at least the London Living Wage shall be paid to all Staff.
- 15.2.2 Where the MRF or Transfer Station is not within a London Borough, the Contractor shall pay all Staff at least the Living Wage applicable to the geographic area in which the MRF or Transfer Station is located.
- 15.3 The Contractor shall implement a communications plan which includes educational benefits for north London residents as identified in the Method Statements throughout the Contract Period. These benefits include:
- Outreach visits to community groups
 - MRF tours

APPENDIX 1 – DATA REPORTING TEMPLATES

See separate documents

PART 2 – MINIMUM REQUIREMENTS

The following paragraphs of the Specification are the Minimum Requirements, which shall not be negotiated during the Negotiation Stage of the Process:

- 1.1 The Contractor shall receive, weigh, sort and market the Mixed Dry Recyclables (MDR) collected from households and a small number of commercial waste customers across the Authority Area by the Boroughs in accordance with the Contract Conditions and this Specification.
- 1.2 The Contractor shall entirely at its own cost provide a MRF for the receipt and processing of the MDR. The Contractor shall be responsible for providing all resources, plant, equipment, staff and materials required for the delivery of the Services.
- 1.3 The Contractor shall at all times during the Contract Period comply with the MRF Code of Practice and any other Law.
- 2.4 Where a Contractor provides a Transfer Station, they shall be responsible for the running and onward transportation costs of that Transfer Station. The Contractor must store all MDR undercover and segregated from any other wastes which are received at the Transfer Station.
- 2.6 The Contractor shall at the Delivery Point have a fully functional calibrated weighbridge staffed and available for use during all Delivery Point Opening Times, accurate to +/- 20 kg and maintained in accordance with all regulatory authorities, policies and requirements.
- 2.7 The Contractor must weigh, and have the weight recorded against the Borough or Transfer Station which delivered the MDR.
- 2.9 The Contractor shall ensure that the Delivery Point is available for the receipt of MDR during the Delivery Point Opening Times.
- 2.10 The Contractor shall ensure that all loads arriving at the Delivery Point are weighed in, unloaded and weighed out promptly.
- 8.3 The Contractor must maintain a capacity of at least 15,000 tonnes of MDR per annum throughout the Contract Period per Lot awarded.
- 9.4.1 The Contractor shall complete the WasteDataFlow Report template included at Appendix 1 of this Specification for each month.
- 9.4.2 Monthly WasteDataFlow Reports shall be emailed to the Authority no later than 10 Working Days after the last day of the month to which it relates. For the purposes of the Monthly WasteDataFlow Report a month shall be a calendar month.
- 9.4.3 The WasteDataFlow Report must contain the following information:
 - A detailed composition breakdown for each Borough and Transfer Station based on the sampling carried out in accordance with the MRF Code of Practice requirements. This breakdown must include the percentage of Process Rejects

and Non-Target Materials and a breakdown of Target Materials by material type and grade;

- Full address and license details of all off-takers which materials are sent to, together with a description of the process type. If the initial off-taker is a MRF, transfer station, exporter or broker rather than a reprocessor, onward destinations to the point at which the material is reprocessed are also required;
- Full address and license details of all final disposal points for non-recyclables arising from the MDR. Where material is sent for energy recovery, the proportion of incinerator bottom ash and ash metals arising is also required, together with their final disposal or recycling points;
- Where multiple destinations are used for one material type or for the disposal of non-recyclables, the Contractor is required to identify the proportion sent to each destination; and
- Such other information as the Authority may reasonably require.

9.4.4 Where more than 13 MRF Code of Practice samples have been carried out for a Borough or Transfer Station in a month, the Contractor shall insert additional rows into the relevant tab of the template.

10.10 Complaints

10.10.1 The Contractor shall deal with any complaints received in a prompt, courteous and efficient manner.

10.10.2 If any person makes a complaint concerning the Service, the Contractor shall immediately investigate the complaint and take such corrective action as is appropriate.

10.10.3 The Contractor shall keep a complete audit trail including a written record of all enquiries and complaints of any nature, in a database created and maintained for that purpose. Sufficient detail shall be recorded in the register to enable the Authorised Officer to ascertain:

- the nature of the complaint
- the name of the person making the complaint
- the date and time when it was received
- the action taken to remedy the complaint
- the time and date when the remedy was completed
- the names of the manager and other staff involved in the action complained about; and
- the measures put in place to remedy the complaint and prevent future reoccurrence.

10.10.4 The Authority shall be informed of persistent complaints or those made more than once in relation to the same incident. The Contractor shall take such action as the Authority reasonably requests.

- 10.10.5 Where the Contractor receives a complaint directly from a member of the public regarding the Services, the Contract Manager shall, no later than midday on the next Working Day, inform the Authorised Officer (by phone or e-mail).
- 12.1 The Authority requires the Contractor to adhere to all Health and Safety legislation and strive for Good Industry Practice.
- 12.2 The Contractor shall at all times during the Contract Period maintain a Health and Safety policy that complies with the Health and Safety at Work Act 1974.
- 12.3 The Contractor must have an officer or third party in place throughout the Contract Period who is responsible for the implementation of the Health and Safety policy.
- 12.4 The Contractor shall monitor its Health and Safety performance and maintain up-to-date records of all accidents, incidents and near misses, including details of the remedial actions taken to avoid reoccurrence.
- 12.5 The Contractor is required to adhere to the RIDDOR Regulations. If any RIDDOR incident occurs, the Contract Manager must inform the Authorised Officer as soon as possible and within 12 hours in any case.
- 12.6 The Contractor shall carry out risk assessments at their MRF and Transfer Station (where applicable), which include the procedures to mitigate all risks identified. Risk assessments should be reviewed and updated annually.
- 13.1 The Contractor must maintain a robust Business Continuity Plan and Working Plan throughout the Contract Period. These documents must identify all reasonable risks to the service and include full details of how the Contractor will minimise the risks from occurring. Furthermore, the documents must identify, should one of the risks become a reality, how the Contractor shall ensure that the service is maintained with minimal disruption to the Authority and / or the Boroughs.
- 13.2 The Contractor's Service Contingency Plan must cover, but not be limited to:
- Disruption at the MRF or Delivery Point, for example (but not limited to) fire, flooding
 - Weighbridge failure
 - Identification of alternate facilities for use
 - Emergency waste storage capacity
 - Weather emergencies
 - Commodity market failure