


## FOI\_1513\_2023-24 – FOI Request concerning Clinical Waste Contract

*It would be greatly appreciated if you could please provide me, under the Freedom of Information Act, details in respect to the Clinical Waste Contract/s that your trust currently has in place.*

1. **Suppliers who applied for inclusion on each framework/contract and were successful and not successful at the PQQ & ITT stages.**  
Veolia ES (UK) Ltd and Medisort submitted bids. Veolia ES (UK) Ltd were awarded the contract.
2. **Actual spend on this contract/framework (and any sub lots), from the start of the contract to the current date.**  
£764,251.90
3. **Start date and duration of framework/contract.**  
1 st July 2019, 5 years, expiry date 30/06/2024 with the option to extend for an additional 3 year period
4. **Could you please provide a copy of the service/product specification given to all bidders for when this contract was last advertised?**  
  
Document 2 - Total Waste Specification.
5. **Is there an extension clause in the framework(s)/contract(s) and, if so, the duration of the extension?**  
Option to extend for an additional 3 year period
6. **Has a decision been made yet on whether the framework(s)/contract(s) are being either extended or renewed?**  
No
7. **Who is the Senior Officer (outside of procurement) responsible for this contract + contact information?**  
Mark Young – Associate Director of Estates Transformation;  
[mark.young1@solent.nhs.uk](mailto:mark.young1@solent.nhs.uk) ; 07747 766 537
8. **Who is the Infection Control Lead responsible for the Trust + contact information?**  
Debbie Larkins, [ipc@solent.nhs.uk](mailto:ipc@solent.nhs.uk) ; 03001 236 636
9. **Who is the Procurement Lead for Clinical Waste contracts for the Trust + contact information?**  
Sophie McConville – Category Manager and Commercial Lead  
[Sophie.mcconville@solent.nhs.uk](mailto:Sophie.mcconville@solent.nhs.uk)
10. **Who is the Environmental/Sustainability Lead for the Trust + contact information?**  
Jo Warwick – Sustainability Manager
11. **Who is the Waste Management Lead for the Trust + contact information?**  
Jo Warwick – Building and Environmental Compliance Manager;  
[jo.warwick@solent.nhs.uk](mailto:jo.warwick@solent.nhs.uk) ; 02381 031 533



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

Dave Keates – Health and Safety Manager; [dave.keates@solent.nhs.uk](mailto:dave.keates@solent.nhs.uk) ;  
02380 716 556

**13. Who is the current Clinical Waste incumbent (service provider)?**

Veolia

**14. Does the Trust make use of reusable or disposable sharps containers and who is the service provider?**

Yes

## **TOTAL MANAGED WASTE DISPOSAL SERVICES**

### **Southern Health Foundation Trust (SHFT)**

Estate Services  
Moorgreen Hospital  
Botley Road  
West End  
SO30 3JB

### **Solent NHS Trust (SOL)**

Asset Management  
Western Community Hospital  
William Macleod Way  
Southampton  
SO16 4XE

**Reference Number: Project3001/ITT3032**

**Version: Final January 2019**



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## 1. INTRODUCTION

This specification is for the provision of Total Waste Disposal Management Service to Southern Health Foundation NHS Trust and Solent NHS Trust hereafter referred to as The Consortium.

The consortium are two of the largest providers of community health and specialist mental health in the UK.

### **Southern Health NHS Foundation Trust Overview**

We provide community health, specialist mental health and learning disability services for people across the South of England. We employ around 5,800 staff who work from over 200 sites, including community hospitals, health centres and inpatient units.

#### **Our services include:**

- Mental health services - we provide treatment and support to adults and older people experiencing mental illness. We also provide treatment to adults and young people, in secure and specialised settings.
- Community services - our diverse range of community health services provide support and treatment to both adults and children. We deliver this care in community hospitals, health centres, GP surgeries and in our patients' homes. We also provide a stop smoking service (Quit4Life).
- Learning disabilities services - our community learning disability teams work in partnership with local councils to provide assessment and support for adults with learning disabilities. We also provide specialist inpatient services.

#### **Supporting our Vision and values**

It is fundamental that that all bidders fully understand our business model and the needs of our services. It is expected that the bidder shall work in partnership with the Trust and fully support our vision and goals.

The Trust expects that the provider will support and work together to overcome challenges, support cost saving initiatives and achieve the goals that the Trust may face throughout the lifecycle of the contract.

### **Solent NHS Trust Overview**

We are a specialist community and mental health provider to people living in Portsmouth Southampton and parts of Hampshire employing just over 4,000 staff operating from approximately 100 locations.



- We are the main provider of community health services in Portsmouth and Southampton and the main provider of adult mental health services in Portsmouth. We also provide a number of pan-Hampshire specialist services, including sexual health and specialist dentistry.
- We are commissioned by NHS England, Clinical Commissioning Groups and Local Authorities in Southampton, Portsmouth and Hampshire.
- Southampton and Portsmouth together have more than 450,000 people resident within the cities each covering a relatively small urban geographic area with significant health inequalities, which are generally significantly worse than the England average for deprivation. Hampshire covers a wider geographical area, which is predominantly more rural and affluent, but also has urban areas of higher population density, significant deprivation and health need.

## Our vision and goals

At Solent NHS Trust we all share an ambitious vision to make a difference by keeping more people healthy, safe, and independent in, or close to their own homes. People, values and culture drive us.

The best people, doing their best work, in pursuit of our vision.

People dedicated to giving great care to our service users and patients, and great value to our partners.

We aspire to be the partner of choice for other service providers. With them we will reach even more people, and care for them through even more stages of their lives. Ultimately it is the people we care for who will tell us if we are successful and who will help shape our future care.

## 2. DEFINITIONS

Access Times	means the permitted times, during which the Contractor shall be required to undertake the Domestic Service
Authorised Officer	means the Contract and Project Manager( SHFT) and Building and Environmental Compliance Manager (SOL) or their nominated representatives
Ad Hoc Service	means Services where it is possible to provide notice of the need and or have a degree of flexibility in their completion
Change Control Process	means the change control process, if any, referred to in the Key Provisions;
Clinical Areas	means those areas on the Site used to deliver clinical care to Service users where the need for high standards of hygiene is paramount on a day-to-day basis

Commencement Date	means the start date of the Total Waste Disposal Services Contract
Consortium	Means Southern Health NHS Foundation Trust (SHFT) & Solent NHS Trust (SOL) herein after referred to the Consortium
Consumables	Refers to items such as (but not exclusively): waste bags, sharps containers, disposable waste containers
Confidential Information	<p>means information, data and material of any nature, which either Party may receive or obtain in connection with the conclusion and/or operation of the Contract including any procurement process which is:</p> <p>Personal Data or Sensitive Personal Data including without limitation which relates to any patient or other service user or his or her treatment or clinical or care history, any personal confidential information pertaining to staff/employee</p> <p>designated as confidential by either party or that ought reasonably to be considered as confidential (however it is conveyed or on whatever media it is stored); and/or</p> <p>Policies and such other documents which the Supplier may obtain or have access to through the Consortiums individual internet sites;</p>
Contractor or Tenderer	Company bidding for the Waste management Services are hereinafter referred to as the 'Tenderer' or 'Contractor'
Contract	means the form of contract at the front of this document and all schedules attached to the form of contract;
Contract Manager	means for the Consortium and for the Supplier the individuals specified in the Key Provisions; or such other person notified by a Party to the other Party from time to time
Contract Price	means the price exclusive of VAT that is payable to the Supplier by the Consortium under the Contract for the full and proper performance by the Supplier of its obligations under the Contract;
Equipment	Includes but is not limited to tools, equipment, machinery, personal protective equipment (PPE)
Non-Clinical Areas	mean all areas on Sites not included under the category of Clinical Areas;
Service Standards	means the standards set out in this specification
Scheduled Services	means those times specified by the Consortium as being appropriate to ensure that specified quality standards and

	service levels are achieved at all times;
“Specification and Tender Detailed Requirement Document”	means the document set out in specification as amended and/or updated in accordance with the Contract;
Total Waste Management	The main contract holder will manage, monitor and address all operational requirements in relation to the contract including sub-contractors.

If there is any confusion or misunderstanding about the meaning of any part of the Total Waste Management Specification then a satisfactory explanation must be sought in writing, prior to the signing of the contract. The Consortium will, following signature of the contract award, expect all duties and frequencies to be completed according to their understanding of the details shown in this document.

### 3. BACKGROUND TO THE REQUIREMENT

This contract is for the provision of Total Waste Disposal Management Service to Southern Health Foundation NHS Trust and Solent NHS Trust thereafter referred to as (the Consortium).

- 3.1. There will need to be an overarching contract to provide the total waste management solution, with each Trust having an individual contract reflecting their requirements.
- 3.2. The successful tenderer at all times will need to satisfy the management of the consortium that the best standards of service are being achieved.
- 3.3. The contractor is to provide a total managed waste service for waste as set out in Section 6. Including healthcare, domestic, recycling, confidential, patient home and ad hoc waste stream collections and disposal service for the Consortium.
- 3.4. The contractor is to control and manage the disposal of all waste streams generated by the Consortium with the option of working alone or in partnership with other waste disposers in providing a full waste management system.
- 3.5. The Contractor is to ensure the service provided is a robust provision, which enables the Consortium to achieve compliance with all relevant legislation & guidance and fits within the Consortiums individual organisational governance and risk management framework, associated legislation & DoH documents.
- 3.6. This specification must be read in conjunction with the included Appendices for the supply of all labour, materials and service provision.
- 3.7. The Consortium will not accept any costs over the duration of the contract which have not been submitted in the Pricing Matrix unless mutually agreed.

- 3.8. The Consortium has a duty of care to ensure that a safe environment is met and maintained for all who use its healthcare facilities by:-
1. Maintaining the efficient waste disposal service for all sites and facilitate the smooth and safe running of core Consortium operation.
  2. Ensuring the waste disposal service provided is a robust provision, which enables the Consortium to achieve compliance with all relevant legislation and guidance and fits within the Consortium's individual organisational governance and risk management framework, associated legislation & DoH documents.

#### **4. SCOPE OF SERVICE**

- 4.1. The initial 24 months of the Contract is to be a firm fixed pricing schedule without variation in cost applicable to the period.
- 4.2. The annual premium for successive years (following the firm fixed 24 months of the Contract) of the Contract period may be subject to review with any fluctuation being no higher than the RPI at the time of the contract anniversary.
- 4.3. The Contractor may request an annual premium for successive years (following the firm fixed initial years of the Contract) for the Consortium to consider for RPI.
- 4.4. This must be undertaken in writing 3 months before the anniversary of the Contract commencement.
- 4.5. The Consortium will then only consider an increase that will not exceed the prevailing RPI.
- 4.5.1. With any such request the contractor will have to provide evidence and demonstrate what action they have taken to absorb any cost challenges they may face resulting in a request for an increase.

#### **4.6. Minimum/Living Wage**

- 4.6.1. The initial 24 months of the Contract is to be a firm fixed price without variation in cost applicable to the period.
- 4.6.2. The Contractor may request an increase for the minimum/living wage for successive years (following the firm fixed 24 months of the Contract) for the Consortium to consider.
- 4.6.3. This must be undertaken in writing 3 months before the anniversary of the Contract commencement.
- 4.6.4. The Consortium will then only consider an increase that is no more than the Government set National Minimum Wage rates applicable at the time of review.
- 4.6.5. With any such request the contractor will have to provide evidence and

demonstrate what action they have taken to absorb any cost challenges they may face resulting in a request for an increase.

4.6.6. This will need to include TUPE where this is applied.

#### 4.7. General Requirements

- 4.7.1. The Consortium needs to ensure the service provided is a robust provision, which enables the Consortium to achieve compliance with all relevant legislation and guidance and fits within the Consortium organisational governance and risk management framework, associated legislation & DoH documents.
- 4.7.2. This specification sets out the requirements to enable the Consortium to meet those needs.
- 4.7.3. The contract will encompass the collection re-use, pre-treatment, recovery (including recycling) and final disposal of Healthcare Wastes (Hazardous and Non-hazardous), Non-healthcare Wastes (Hazardous and Non-hazardous), Confidential Wastes and ad hoc waste stream collections and disposal generated by the Consortium, utilising means which minimises their environmental impact and maximises cost savings.
- 4.7.4. The contractor will manage and monitor all waste streams defined, from their designated collection points to final disposal, in line with the agreed schedules. (KPI 1A, 1B, 1C).
- 4.7.5. It is expected that the main contract holder will oversee, monitor and manage all waste services including any that are sub-contracted to ensure a seamless approach is provided to the Consortium.
- 4.7.6. The Consortium will refer all complaints and operational issues directly to the main contract holder who will be expected to undertake full management of all operational matters for all waste streams and directly managing all sub-contractors for any performance monitoring or issues.
- 4.7.7. The contract is intended to be a partnership between the Consortium and the appointed Contractor.
- 4.7.8. The contract specification should be read in conjunction with the NHS Terms & Conditions for Provision of Services Contract Version (January 2018) outlines the services required from the appointed contractor(s) during the course of this contract.
- 4.7.9. This contract specification details the activities to be carried out throughout the duration of the contract.

- 4.7.10. The overriding principal must be adherence to the intent of the specification to undertake the services, meeting with the satisfaction of Consortium's Authorised Officers.
- 4.7.11. Our intention is to use this specification for all our waste streams however should there be a specialist item, time limited request or requirement the Consortiums reserve the right to use alternative contractors should the contractor not be able to meet the timelines and requirements highlighted above, to manage and dispose of any waste stream on an ad hoc basis in order to ensure compliance and best value.

#### 4.8. Pricing Matrix

- 4.8.1. This specification must be read in conjunction with the Pricing Matrix (Appendix 3), for the supply of all labour, external waste containers (e.g. wheelie/static bins), materials, transport and associated facilities to provide, for the collection, transportation, pre-treatment, and disposal or recycling of all waste streams as defined in these specifications (Section 6).
- 4.8.2. Tender submissions are to be priced in the specifically requested format for each waste stream (i.e. cost per tonne basis or cost per bin lift, or cost per item see (Appendix 3 Pricing Matrix), and must include any other cost elements applicable without exceptions such as administrative charges, documentation charges, container rentals etc.
- 4.8.3. The contractor is required to provide the service provision for all the waste streams described without exception.
- 4.8.4. All costs and prices must be included within the Pricing Matrix attached with this contract specification.
- 4.8.5. Each item within the pricing matrix must be the same for all sites regardless of location.
- 4.8.6. The Consortium will not accept any costs over the duration of the contract which have not been submitted in Pricing Matrix.
- 4.8.7. Any changes throughout the duration of the contract and potential cost implications will be negotiated between the Contractor(s) and the Consortium and the variation process followed. Clause 15.5.
- 4.8.8. The Contractor must inform the Consortium of their intention to change or put into place sub-contracting or third party arrangements to service or manage any of the waste streams included within this contract on their behalf over the duration of the contract.
- 4.8.9. Details should clearly indicate how the contractor proposes to manage their nominated sub-contractors in line with the Terms & Conditions for

Provision of Services Contract Version (January 2018) and the contract specification, including KPI's.

#### **4.9. Waste Categories**

- 4.9.1. The separate waste streams the Contractor will be required to manage under this contract are specified in the Waste Categories section of this specification. The lists are not deemed exhaustive and may be subject to change throughout the life of the contract term.
- 4.9.2. All waste streams segregated by the Consortium should be treated accordingly by the contractor with the Best Practical Environmental Option to reduce its environmental impact.
- 4.9.3. Should the contractor decide to mix any waste streams, prior notice to the Consortium will be required and the Consortium reserves the right to decline the proposed option.
- 4.9.4. For the purpose of these Specifications, Hazardous Waste refers to any waste stream defined as hazardous by the List of Wastes (England) Regulations 2005 transposing the European Waste Catalogue or superseded legislation doc.

### **5. CHANGES TO THE SERVICE OVER THE LIFE OF THE CONTRACT**

#### **5.1. Increase/Decrease of Sites**

- 5.1.1. During the life of the contract the Consortium may need to delete or add sites or services to the contracted list in Appendix 1.
- 5.1.2. The Consortium will notify the Contractor giving 90 days notice of the intention to transfer or change site/services. This will be in writing via the variation process. Clause 15.5.
- 5.1.3. It will be expected that there will be no associated costs to the Consortium in relation to the changes if the notice period is achieved.

### **6. CONTRACT REQUIREMENTS AND CORE SERVICES**

#### **6.1. Scope of Works - General**

- 6.1.1. The Contractor will manage and monitor all waste streams, including those provided by sub-contractors, defined, from their designated collection points to final disposal in accordance with the agreed schedules.
- 6.1.2. The Contractor will supply the delivery and collection schedules for each individual waste stream before the commencement of the contract period and subsequently on each anniversary of the contract date to the Authorised Officers in the agreed format.

- 6.1.3. The schedules will need to fit with operational needs for each waste stream.
- 6.1.4. Any variation to the schedules will need to be agreed with the Consortium prior to any change and the variation process followed. Clause 15.5.
- 6.1.5. Any change to the schedules will require the Contractor to ensure that the Consortium have the updated version.
- 6.1.6. It is expected that the Contractor will adhere to the schedule for each waste stream at all times (KPI 1A, 1B, 1C).
  - 6.1.6.1. If there is any deviation from the schedule the Contractor will inform the respective Authorised Officer the same day and notify of the next collection day/time which must be within 24 hours for an emergency rescheduled collection and 48 hours for a missed collection (KPI 3B, 3C).
- 6.1.7. The Contractor must ensure that service schedules for bank & public holidays are provided in accordance with Clause 6.6.6.
- 6.1.8. As part of the collection and disposal service the Contractor (and any managed sub-contractors) will be expected to carry out a due diligence exercise on the sites included in Appendix 1 - Asset List at no cost to the Consortium.
- 6.1.9. It will be expected that the contractor will review sites and work with the Consortium to highlight any areas where changes are required before work can be started, i.e. for access conditions including gates, keys, storage, passcodes, clearances.

## 6.2. **Waste Data Requirements**

- 6.2.1. Data will be required periodically to meet statutory and legislative requirements of the Consortium, examples may include: Estates Return Information Collection (ERIC), NHS Improvement, carbon emission reporting, HM Treasury report, Consortium Annual etc.
- 6.2.2. The Contractor will be expected to supply the data requested within the timescales requested by the Consortium and must be in an excel format for all waste streams, to include, total cost, volumes/weight/number of bins of each type of waste collected and the final disposal destination (incineration, alternative treatment, landfill, recycling etc.).
- 6.2.3. Format and timescales may change dependant on the requirements.
- 6.2.4. The Contractor and/or sub-contractor will supply all information requested free of charge.



- 6.2.5. The Parties acknowledge that the Consortium are the Data Controllers and the Contractor is the Data Processor in respect of any Personal Data Processed under this Contract for confidential waste.
- 6.2.6. The contractor will need to provide documentation including but not limited to certificates of destruction, Waste Transfer Notes and Hazardous Waste Consignment Notes and annual waste returns in electronic format.
- 6.2.7. The Contractor is to note that this information will need to be sent directly to sites and other departments.
- 6.2.8. The Contractor will be advised on where these certificates will need to be sent on award.
- 6.2.9. The Consortium will require the contractor to interact with any CAFM (computer aided Facilities Management) system they may have jointly or individually either now or during the term of the contract.
- 6.2.10. This may involve uploading reports and the contractor is expected to support this and to attend any training required.

### **6.3. Freedom of Information and Other NHS Data Requests**

- 6.3.1. There will be requests for information to enable the Consortium to respond to FOI requests and Statutory reporting information from the Consortiums.
- 6.3.2. The contractor is expected to provide any relevant information required within the timescales dictated by the Consortium to enable a response to be given to the requestor within any statutory timeframes. Whilst this is not the norm certain reports will be requested from the Contractor to provide the information within 5 working days as they are time critical to the Trust.
- 6.3.3. This will be supplied by the Contractor and/or sub-contractor free of charge. KPI 9.

### **6.4. Resource**

- 6.4.1. The Consortium requires the Contractor to have the appropriate level of resources for the contract requirement from the commencement of the contract to include all sub contracted services.
- 6.4.2. The Contractor shall have in their employ, or under their control, sufficient qualified and competent personnel and sub-contractors to perform work promptly and in accordance with Contract schedules and performance requirements.
- 6.4.3. The Contractor must ensure staffing and supervision levels are always

sufficient to enable agreed contract standards to be met and are not adversely affected by absence.

- 6.4.4. The Contractor must operate a flexible system enabling a prompt response to any peaks and troughs in demand throughout the year including, but not limited to, cover for sickness, training and annual leave, minor and major incidents. KPI 8.

## 6.5. Help Desk Service

- 6.5.1. The Contractor will be responsible for monitoring and closely liaising with the Consortium and will provide a Helpdesk facility to be available between 0800 – 1700 Monday to Friday.
- 6.5.2. The Helpdesk service should be fully cognisant of all relevant Consortium Policies and act as a communication hub for all waste matters, including inpatient and community settings where Consortium staff generate healthcare waste.
- 6.5.3. The Contractor is to provide an out of hours point of contact to manage emergency waste requests during this time.
- 6.5.4. The Contractor shall ensure that staff and patient confidentiality is maintained during phone calls and on reporting documentation in line with Consortium Policies.
- 6.5.5. All Consortium staff may contact the helpdesk to log calls, requests and queries related to waste.
- 6.5.6. During the life of the contract the SHFT may introduce an Estate Services facilities management helpdesk system (CAFM) and all calls will be redirected to the contractor's helpdesk from this system.
- 6.5.6.1. Response times will not be affected and the Consortium will inform the contractor of the new arrangements.
- 6.5.7. It is expected that all helpdesk calls will be responded to within 10 rings.
- 6.5.7.1. The Helpdesk must respond to all jobs and provide an acknowledgement back to the Consortium as per response times in Table 1.
- 6.5.8. **The Helpdesk Service shall:**
- Be effective, flexible and efficient in coping with varying demands
  - Provide a high level of customer care to all Helpdesk users
  - Manage resources to the maximum benefit to the Consortium
  - Co-ordinate emergency responses in a proficient and professional manner

**6.5.9. The Helpdesk Service shall provide the day to day notification interface in relation to the following:**

- all queries and requests relating to the waste service
- the notification of faults and complaints relating to the services
- requests for changes to the delivery and scope of services. This will also need to be documented via the variation process.
- requests for emergency and ad hoc tasks
- request for information and reports
- update of progress regarding any fault notified to the Helpdesk

**6.5.10. The Contractor shall log all Service Requests made, record all details, including but not limited to, the following information:**

- Requester's/reporter's name
- Cost Centre
- Date and time
- Location (Functional Area and Unit)
- Nature of the Service Request
- Transport service required
- Categorisation(priority)emergency, urgent routine/pathology/pharmacy/medical records etc.
- Service Response and Rectification Times
- Unique request reference
- Service Contractor and contact name to which the request was passed
- Date and time request passed to the relevant Service Contractor
- Cost of Request
- Action taken
- Actual response time and rectification time achieved

**6.5.11. The contractor shall provide all helpdesk information/data to complete the monthly monitoring report and provide evidence of service performance. (KPI 4). This shall include but not be limited to:**

- A summary of all service requests reported to the Helpdesk during the contract calendar month by category including the target service response/rectification times and those achieved
- A summary of all failures and reason why (for example missed or late collections)
- The site/service/name of requestor/request/cost code/cost of request
- The duration of any failure not rectified on time with the time and date it commenced and the time and date it ceased
- The deductions to be made from the contract in respect of any failure as per contract KPI's.

**Table 1: Response Timetable for Ad Hoc and Emergency Requests**

Type of Response	Response Time	On Site Time
Emergency Request	Phone response within one hour	Same Day
Ad Hoc Routine	Phone response within one hour	24 hours
Bespoke Request	Telephone confirmation/email same day as call	As per arrangement
Missed Collection	Phone response within one hour	48 hours

## 6.6. Response Times

### 6.6.1. Emergency, Out of Hours or Ad Hoc Requests

6.6.1.1. The Contractor will be required to provide a response for out of hours for emergency or ad hoc requests, these could include business continuity reasons.

6.6.1.2. The contractor will need to nominate a competent person(s) who can be contacted in the event of an emergency. An out of hour's phone number will be required.

6.6.2. The Consortium will supply the Contractor with similar out of hours contact names for sites included within the contract within one month of award.

6.6.3. All rescheduled and missed collections will be monitored separately for each waste stream under separate KPIs.

6.6.4. Response to day to day operational issues for all waste streams, including those managed by sub-contractors, to be resolved in line with the response times contained in Table 1.

6.6.5. If the response times are not met the Contractor will need to provide an action plan to be sent to the Consortium Authorised Officer of the respective Trust to address the issue and confirm the resolution within the same working day. KPI 8.

### 6.6.6. Anticipated Rescheduled Collections

6.6.6.1. If an anticipated reschedule of a collection is required, e.g. due to bank holidays then this will need to be communicated a minimum of one month in advance of the date that the collection was originally due to the Authorised Officers of the Consortium for onward communication of the changes.

6.6.6.2. Unless identified as a 24 hour site, all other Trust sites will not be open on a bank holiday and the contractor is expected to reschedule the bank holiday to another working week day. (KPI 3A.)

### 6.6.7. Emergency Reschedule of Collection

6.6.7.1. If an emergency situation occurs and a reschedule of a collection needs to be made, this will be rescheduled by mutual agreement between the Contractor contract manager and Authorised Officer.

6.6.7.2. The reschedule of the new collection day and time needs to be within 24 hours of the expected original collection time slot. (KPI 4.)

**6.6.8. Missed Collections**

6.6.8.1. The Contractor must notify the Authorised Officers of any missed collections the same day.

6.6.8.2. Another collection must then be rescheduled and actioned within 48 hours and both the site contacts and Authorised Officer for the affected Trust must be notified within one working day of the rescheduled date (KPI 4).

**6.7. Recording of Waste Collection and Disposal**

6.7.1. The Consortium site representative(s) must sign all Waste Transfer Notes and Hazardous Waste Consignment Notes before waste is removed from the Consortium premises.

6.7.2. Collections MUST be made with a duly completed and signed Hazardous Waste Consignment Note as per details in sections below. Failure to obtain a signature will mean no collection and non-payment to keep both the Consortium members and contractor compliant.

6.7.3. The weight of each consignment where bulk collections are made must be established by the use of a weighbridge or other approved and calibrated weighing method which is weights and measures endorsed by HM Customs and Excise.

6.7.4. Waste Transfer Notes and Hazardous Waste Consignment Notes must be provided electronically to the Consortium member within 7 working days. The contractors can only charge the Trusts the current Environment Agency fee. This may be by uploading the notes to any CAFM (computer aided facilities management system) system in use by either of the Consortium members.

**6.8. Non-hazardous Wastes**

6.8.1. All non-hazardous waste collected will be covered by an annual Waste Transfer Note in accordance with the Environmental Protection Act 1990. These must be provided electronically to the Consortium within 7 working days of the renewal date required at no cost to the Trusts.

6.8.2. When applicable, practical and with prior authorisation from the Consortium, Annual Waste Transfer Notes will be provided in place of individual Waste transfer Notes (in accordance with the most up-to-date regulations).

6.8.3. Waste Transfer Notes shall specify volumes of waste collected, EWC codes, and any other information required to meet the latest guidance from the Environment Agency.

## **6.9. Hazardous Wastes**

- 6.9.1. All hazardous waste collected will be covered by a Hazardous Waste Consignment Note (HWCN) in accordance with the Environmental Protection Act 1990 and the Hazardous Waste (England and Wales) Regulations 2005.
- 6.9.2. Details of applicable charges for the provision of Hazardous Waste Consignment Notes must be stated in Pricing Matrix.
- 6.9.3. The Contractor shall provide a HWCN including but not limited to the following information: recording the time and date of collection, the identification of bags/containers collected, weight of materials collected, EWC code the registration number of the vehicle, the final destination of the waste, disposal method and any other information required to meet the latest guidance from the Environment Agency.
- 6.9.4. A copy of this consignment note will be provided at the point of collection to the Consortium site representative(s). The Contractor will confirm in the pricing matrix the cost of the consignment note and the cost of administration.
- 6.9.5. It is the Contractor's responsibility to provide the Consortium with Quarterly returns for hazardous waste collected from the Consortium in line with the latest regulations if the contractors system is not managed electronically and this should be included in the overall pricing matrix. The quarterly returns will need to be submitted to the Authorised Officers within one calendar month following the required quarter.

## **6.10. Transportation of Waste**

- 6.10.1. The Contractor shall at all times maintain a comprehensive Transportation Plan for each waste stream giving details of routes, collection points at sites, timetables, vehicles and driver details, number of external bins and internal collection points.
- 6.10.2. The Contractor shall consult the Consortium regarding any alterations prior to these taking place, via the variation schedule and gain agreement for the changes. Clause 15.5.
- 6.10.3. Any change to the schedules will require the Contractor to ensure that the Consortiums have the updated version.
- 6.10.4. The Contractor must provide details within their written proposal of how they propose to transport waste from collection points to waste treatment facilities and if applicable how treated waste is transported to final disposal sites.
- 6.10.5. All vehicles used for providing the services are to be roadworthy in accordance with the Road Traffic Acts and as appropriate be properly licensed by the Local Authority and where appropriate be of a type that conforms to current Motor Vehicle Regulations (i.e. Motor Vehicles (Construction and Use) Regulations, the Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2004 etc)

and future regulations during the course of the contract.

- 6.10.6. The Contractor shall provide evidence of insurance and breakdown cover for all vehicles at tender stage, annual review and upon request.
- 6.10.7. Vehicles must be maintained to a high standard of reliability and roadworthiness and will be subject to inspection by the Consortium at any reasonable time who may (but not unreasonably) instruct the Contractor not to use the said vehicles in the provision of the services.
- 6.10.8. All vehicles used must conform to the Motor Vehicles (Construction and Use) Regulations.
- 6.10.9. The interior and exterior of all vehicles must be kept clean and tidy at all times.
- 6.10.10. The Contractor will be required to demonstrate that they can provide adequate cover for the non-availability of vehicles for any reason to ensure that the total managed waste provision can be delivered to the specification at all times.
- 6.10.11. The Contractor shall provide evidence of current registration by the appropriate authority, as a waste carrier for the transportation and disposal of all of the waste streams covered by this contract to include all sub-contractors.
- 6.10.12. The Contractor will need to provide details of their company's Dangerous Goods Safety Advisor (DGSA) including evidence of qualifications, certification and technical competence together with a copy of their most recent Dangerous Goods Safety Advisor Report within their tender submission. This information will be monitored by the Consortium throughout the lifespan of the contract.
- 6.10.13. The Contractor will provide the Consortium representative(s) with a copy of the Dangerous Goods Safety Advisor report thereafter on an annual basis.
- 6.10.14. The Contractor shall ensure that the necessary Transport Documentation required to support the carriage of UN3291, Clinical Waste, Unspecified and N.O.S. (as required under the CDG Road Regulations 13(2) is completed in order to ensure that the participating consortiums are not in breach of their Duty of Care.

## 6.11. **Vehicle Access and Damage**

- 6.11.1. The Consortium will endeavour to ensure that adequate access and space for the Contractor for the collection of waste streams is available in accordance with the agreed service schedules. However, the Contractor is to provide the most appropriate size vehicle to be able to access the site to meet demand and provision of service.
- 6.11.2. Vehicle access at Consortium locations will be within agreed hours for collections, generally 0800 – 1700, but not before 0600. This will

need to be agreed and confirmed with the Consortium following site visits and due diligence to be carried out by the Contractors. However individual site access times can be changed by exception and agreement with the Authorised Officers to assist service needs. Site parking will only be permitted during the period of loading and unloading.

#### **6.12. Contractor blocking access**

The Contractor will ensure vehicles used to collect waste/serve this contract will avoid the blocking/disruption to vehicles or public access to any site. This includes vehicle breakdowns where vehicles should be removed/repaired promptly.

#### **6.13. Others blocking access**

- 6.13.1. If access is blocked and the vehicle cannot access the waste compound the driver will need to alert reception/site manager immediately and agree action.
- 6.13.2. If the waste cannot be collected at the scheduled time due to access restrictions on behalf of the Consortium the driver must notify the Contractor's contract manager and rearrange to revisit within 24 hours.
- 6.13.3. The Contractor to inform the Authorised Officers of any non-collections due to access restrictions within 4 hours and arrange the rescheduled visit within 24 hours.

#### **6.14. Waste Transfer/Treatment/Disposal Sites**

- 6.14.1. The Contractor is required to provide full details of the waste transfer, treatment and disposal processes they propose to use during the course of the contract for each waste stream. (KPI 6) The Contractor must confirm within their tender proposal full details of where all waste streams will be disposed of/treated.
- 6.14.2. The Contractor must advise the Consortium of the full name and address(s) of the site(s) / facilities that apply to the contract.
- 6.14.3. The Contractor must provide copies of licences/permits of any disposal/treatment sites that are proposed for use to service this contract. The Contractor is required to provide details regarding the performance history of all proposed facilities (including contingency facilities) that will be used to service the contract. Information should include:
  - Use and performance;
  - Efficiency testing;
  - Ash residue (if incinerator/if appropriate);
  - Microbiological treatment standard (non incineration only);
  - Material testing (non incineration only);
  - Permit breaches



- Emissions – air/water/land

6.14.4. The Contractor is expected to review and audit the potential use of any new waste treatment and/or disposal facilities coming into operation throughout the duration of the contract for the treatment and disposal of waste arising from the specification.

6.14.4.1. This will include all managed sub-contractor waste facilities and processes. The review process would focus on the potential economic (costs-savings) and environmental (reduced haulage and carbon footprint) benefits of using those.

6.14.5. In the event that the Contractor wishes to utilise alternative site(s)/facilities the Consortium must be notified in writing. Prior notification must be received at least one month before the alternative site/facility/contractor is utilised.

6.14.6. The Consortium reserves the right to visit the specified site(s)/facilities(s) including if these are managed by sub-contractors in accordance with its “Duty of Care” responsibilities under the Environmental Protection Act 1990 and the Hazardous Waste (England and Wales) Regulations 2005. Audits will be carried out annually by the Consortium representatives on randomly selected or all disposal/treatment site over the contract period.

6.14.7. In the event of a waste facility being unavailable at any time, the Contractor must provide clear and detailed business contingency plans within their tender proposal. The successful Contractor will be expected to continue to fulfil their obligations to the Consortium to meet the specification in such circumstances.

6.14.8. The Contractor will be expected to provide specific contract related contingency plans required by this specification within three months of award. The plans will be reviewed at each annual review and will be expected to be updated during the course of the contract. If there are any changes, written confirmation must be provided to the Consortium.

6.14.9. The Contractor shall provide written confirmation that any designated waste disposal plant/facility or standby facilities named within their tender proposal are permitted or authorised by the Environment Agency/Local Authority to receive the type of waste intended for treatment or disposal from the Consortium.

## 6.15. **Disposal of Waste**

6.15.1. The Contractors to consider alternative waste disposal methods, in particular, energy recovery in their bid and how they propose to manage disposal of waste. This needs to be a local provision.

- 6.15.2. All waste management operations must be carried out in accordance with all current relevant legislation. Evidence of this must be auditable and available on demand by the authorised officers of the Consortium.

#### **6.16. Disposal of Healthcare Waste**

- 6.16.1. The Contractor is to comply with the current relevant legislations relating to the disposal of healthcare waste, in accordance with Department of Health guidelines including Health Technical Memorandum 07-01: Safe Management of Healthcare Waste.
- 6.16.2. The Contractor is to allow for the separate collection of hazardous healthcare wastes and provide suitable disposal systems to ensure their safe disposal, details to be included in the tender.
- 6.16.3. The Contractor is to comply with the current relevant legislations relating to the disposal of Cytotoxic and other drugs, foetal tissue and part or whole limbs, in accordance with the latest Department of Health guidelines throughout the life of the contract.

#### **6.17. Waste Minimisation and Use of Waste Hierarchy**

- 6.17.1. In accordance with current legislation the Contractor is required to adopt the Waste Hierarchy and identify most favoured options for waste treatment and disposal for each waste stream.
- 6.17.2. The Consortium welcomes continuous proposals from the Contractors on alternative methods of treatment and disposal to avoid landfill and decrease waste-to-energy (WtE) recovery throughout the period of the contract.
- 6.17.3. A key aim for the successful Contractor will be their ability to develop proposals to increase the use of environmentally sustainable waste options and decrease the use of environmentally detrimental waste options.
- 6.17.4. The Contractor is required to work with the Consortium with the aim of increasing rates of reuse & recycling, to avoid waste to landfill.

#### **6.18. Plant and Equipment**

- 6.18.1. The Contractor shall in conjunction with the Consortium review individual sites and include in the pricing matrix the cost for provision of a compactor which could form part of the contract. This will not be scored but may be taken up by the Consortium at a later date.
- 6.18.2. The Consortium reserves the right to accept or reject all or part of the proposals submitted.

#### **6.19. Healthcare Wastes - Waste Categories**

- 6.19.1. For the purpose of these specifications, Healthcare Wastes are defined as all waste streams falling under the EWC Code section 18, 20 01 31 and 20 01 32 Healthcare Wastes currently produced by the Consortium include:

- Clinical/healthcare waste suitable for Alternative Treatment – orange stream (18 01 03)
- Clinical/healthcare waste for incineration – yellow stream (18 01 03)
- NON medicinally contaminated sharps (18 01 03)
- Medicinally contaminated sharps (18 01 03 / 18 01 09)
- Anatomical waste for incineration (18 01 03)
- Offensive waste (18 01 04)
- Gypsum (18 01 04)
- Medicines waste (including cytotoxic and cytostatic) (18 01 09 and 18 01 08, pharmacy domestic returns 20 01 32 and 20 01 31)
- Sharps waste contaminated with cytotoxic and cytostatic materials (18 01 08)
- Dental wastes (18 01 10, 09 01 04, 09 01 01, 15 01 04, 20 01 40).

6.19.2. For the purpose of these Specifications, Non-healthcare wastes are defined as all waste streams falling outside of the EWC Code section 18. Current Non-healthcare wastes produced by the Consortium include: Residual waste (Office and domestic) (20 03 01).

6.19.3. For the purpose of these Specification Dry Mixed Recycling includes as a minimum requirement: all paper, card, cardboard, metal tins, steel/aluminium cans, plastic bottles. The Contractor is expected to accept that the Consortium will accept Dry Mixed Recycling as part of their tender submission and process accordingly.

- Mixed dry recycling (Office and domestic) (20 03 01)
- Cardboard (20 01 01)
- Scrap metal (20 01 40)
- Building rubble (20 02 02)
- Plasterboard (17 08 02)
- Organic materials (gardening/green waste) (20 02 01)
- Wood and pallets (20 01 38)
- Construction and demolition waste (skips)
- Bulky items (e.g. Furniture)

6.19.4. The following waste streams for the purpose of these Specifications due to highly cost-effective or free-of-charge innovations which may be available to the Consortium, all schemes to be included in the tender response and in Price Matrix Document

- Catering oil;
- Batteries, Lamps and bulbs, WEEE waste;
- Chemical waste (oils, solvents, acids, laboratory chemicals, domestic chemicals etc).
- Medical devices

- Glass
- Food Waste

## 6.20. **Collection of Healthcare/Clinical Wastes reporting**

The Contractor will ensure that exact quantities of clinical/healthcare waste generated can be reported to the Consortium on a monthly basis. This will need be included in the monthly reporting data and provided by weight and number of bins per site for all waste streams.

## 6.21. **Auditing**

### 6.21.1. **Annual Duty of Care Audit**

An audit will be carried out by the Consortium at least annually to ensure compliance. The audit will need to be conducted at the contractor and the sub-contractors waste disposal sites. The contractor will be informed prior to the audit taking place of the date and the audit content and will be expected to coordinate the visits.

### 6.21.2. **Pre-acceptance Audits**

The Consortium will be responsible for producing any necessary pre-acceptance audits for all Consortium premises.

6.21.3. The Contractors should provide a pre-acceptance self-assessment template (in an electronic format) which will reviewed, agreed by the Consortium and used going forward at no cost to the Trust.

6.21.4. The Contractor will also be expected to provide individual reminders per site based on frequency as deemed necessary by the Environment Agency.

## 6.22. **Storage of Waste**

### 6.22.1. **Containers**

6.22.1.1. Where compactors, bins or containers are provided on a lease basis to the Consortium, full cost details will need to be provided by the Contractor. This will be included in the pricing matrix.

6.22.1.2. The containers, subject to the approval of Authorised Officer(s), will ensure minimisation of the handling of waste and be compatible with both the Consortium's and the Contractor's transportation systems.

6.22.1.3. When bins or containers are supplied by the Contractor(s) to the Consortium, the Contractor must include a photograph and technical specifications of the container(s) proposed to be supplied as part of their tender submission.

6.22.1.4. The colour coding adopted by the Consortium for bins or containers

(and associated signage), is that recommended by Department of Health HTM 07-01 Safe Management of Healthcare Waste for healthcare waste, and that recommended by WRAP RecycleNow for non-healthcare waste.

- 6.22.1.5. Bins or containers need to be audited every six months by the Contractor and replaced as required, or as notified by the Consortium. The audit data will need to be presented to the Consortium on request as evidence that the bins are being monitored and replaced as required.
- 6.22.1.6. All bins need to be substantially free from dirt and clean at all times internally and externally prior to be delivered to Consortium sites.
- 6.22.1.7. It is expected that any bins or containers that become unsuitable for continued use through wear, loss or any other reasonable reason shall be withdrawn immediately from service and replaced or refurbished as necessary at the Contractor's expense. KPI 12.
- 6.22.1.8. Bins must comply with UN 3291 and contractors must demonstrate full auditable testing procedure & evidence of test for any bins over five years old.
- 6.22.1.9. The containers supplied by the Contractor(s) will remain the property of and be maintained by the Contractor(s) throughout the contract. The containers must be promptly removed from the site on the expiry or termination of the contract.

## 6.23. Healthcare Containers

- 6.23.1. The appointed contractor(s) will be required to ensure the availability of an agreed number of fully serviceable and appropriate containers (UN3291 compliant). The Contractor is required to provide clean, lockable and wheeled containers, for the purpose of storing bagged healthcare wastes and sharps containers. See paragraph 6.15.1 above for management of bins to the standard required.
- 6.23.2. Each container must be uniquely identified by a number / code, as part of the Contractors recording system.
- 6.23.3. All containers provided and used for healthcare waste storage and collection should be meet all requirements of current legislation (i.e. UN Guidance and Markings).
- 6.23.4. Containers must be UN performance tested to meet the appropriate requirements, and packaged in accordance with the ADR.
- 6.23.5. It is the contractor's responsibility to adopt any improvements or changes in regulation, which may supersede this document and

provide details of such in writing to the Consortium.

- 6.23.6. The Contractor shall be responsible for the internal and external cleaning of their containers. All bins need to be substantially free from dirt and clean at all times internally and externally prior to be delivered to Consortium sites and those that remain on Consortium sites.
- 6.23.7. Contractors must manage how containers will be cleansed and disinfected before being returned for re-use.
- 6.23.8. The Contractor shall include full details of the proposed method and schedule of cleansing, which shall comply with the Environment Agency requirements.
- 6.23.9. The Contractor should describe how their cleaning process would minimise the risk of cross infection. The Contractor must take into account the relevant Health and Safety Executive and Environment Agency regulatory standards.
- 6.23.10. The Contractor shall be responsible for the internal and external cleaning of all decant site bins at least six monthly (KPI 12) and provide evidence of their audit and documentation, if requested, by the Consortium.
- 6.23.11. The container shall have no rough or inaccessible surfaces, to ensure total internal and external cleansing and prevent damage when being moved on sites.
- 6.23.12. The container should withstand frequent cleansing without deterioration in quality and not be liable to corrosion. Any rubber bungs/plugs removed from waste containers/skips for cleaning must be refitted after every removal to avoid vermin activity.
- 6.23.13. The Contractor is to provide the agreed number of hooks, towing bars etc. where applicable to enable the containers to be towed. The Contractor is also required to provide replacements as required throughout the contract, due to normal wear and tear.
- 6.23.14. The Contractor is to provide one key per container supplied to each site, plus one per site free of charge, (for each waste stream) to the Authorised Officers. Any replacement keys required for the duration of the contract may be chargeable. A price per replacement key to be supplied within the pricing matrix.
- 6.23.15. The Contractor must ensure that all replacement empty containers and decanted containers are fully functional and clean prior to their return to the site.
- 6.23.16. The current container provision for the Consortium is listed in Appendix 1 – Asset List.
- 6.23.17. The appointed contractor(s) will be required to provide adequately sized external containers for all premises.
- 6.23.18. The contractor to note that a minority number of community premises store their waste materials internally identified in Appendix 1 Asset List.

6.23.19. The service is for collection and disposal.

## 6.24. **Service Schedule**

6.24.1. The current service schedule arrangements are listed in Appendix 1- Asset List. The Consortium encourages contractors to provide any suggestions to improve the service schedules or the use of alternative waste holding/storage equipment throughout the life of the contract.

### 6.24.2. **Service Schedule – Healthcare Waste**

6.24.2.1. The collection service should be designed to meet the waste volumes arising from the Consortium sites.

6.24.2.2. Within the tender the Contractor will be asked to provide an indicative implementation schedule using Appendix 1 – Asset List.

6.24.2.3. It will be expected that the agreed complete collection schedule will be provided to the Consortium no later than four weeks of award following discussions with the Consortium.

6.24.2.4. The final completed collection schedule will need to be reviewed by both Consortium members and agreed as this schedule will form the basis of the contract documentation and form the implementation.

## 6.25. **Collection of Wastes**

### 6.25.1. **Collection Times**

6.25.1.1. The contractor will need to collect waste streams between the hours of 08.00 and 17.00 Monday – Friday, although collections outside these times maybe permissible with agreement from individual sites and the Authorised Officers.

6.25.1.2. Alternative collections will only be acceptable if the variation paperwork is completed. Clause 15.5.

6.25.1.3. No changes to waste collections can be undertaken without the approval of the Authorised Officers.

6.25.1.4. Detailed time schedules will be agreed after contract award.

6.25.1.5. It is the Contractor's responsibility to ensure access to site(s) is achieved in accordance with the agreed service schedule at all times and to meet the response times for missed collections as set out in Clause 6.6.8.

### 6.25.2. **Healthcare/Clinical Wastes**

6.25.2.1. Emphasis is given on the Contractor ensuring this service is conducted in accordance with the latest legislation and applicable regulations. All relevant documentation for the transfer of waste will need to be issued

and completed by the contractor.

6.25.2.2. It is the Contractor(s) responsibility to ensure an authorised member of Consortium staff at the premises complete and signs the relevant documentation upon waste collection.

6.25.2.3. The Consortium will need to agree by exception the hours of collection for waste materials stored indoors and to gain the authorised site staff signatures. See Appendix 1 – Asset List for sites for indoor waste collections.

### 6.25.3. **Gypsum**

The contractor will be expected to collect both on a regular basis and ad hoc gypsum waste from designated sites managing dental and minor injuries, to include plaster casts / moulds containing gypsum. The Consortium will provide the waste in either the Tiger bags (double bagged) or identified Gypsum Box for collection.

### 6.25.4. **Healthcare Clinical Waste – Domestic Premises**

6.25.4.1. The Contractor must provide a healthcare/clinical waste, collection and disposal service for the Consortium for domestic premises throughout the Consortium, as defined in regulation 1(2) of the Controlled Waste Regulations 1992 made under the Control of Pollution (Amendment) Act 1989 and the Environmental Protection Act 1990.

6.25.4.2. The Contractor must ensure that this service is conducted in accordance with the latest legislation and applicable regulations at all times.

6.25.4.3. Consortium staff have a legal duty to ensure that any waste materials produced by the actions of healthcare workers in the community (e.g. a patient's home), and classified as hazardous due to an inherent risk of infection, are not placed into the domestic waste stream for disposal. Almost all domestic premises will keep waste indoors or loose in an accessible external location.

6.25.4.4. The Consortium expects the contractor to introduce and manage a procedure for the healthcare worker to book a clinical waste collection from a domestic premises (either secured fax or email request) or use of a standard form that provides an auditable trail. See Appendix 7 – Home Patient Request Form.

6.25.4.5. The Consortium expects the contractor to provide the service in sociable hours (ie 9 am to 5 pm) and the collection to be carried out within two working days of the request.

6.25.4.6. The appointed contractor might be required to provide adequately sized external containers for a very limited number of Domestic



premises (expected to be 50 to 240l bins). Containers will need to meet the requirements set out in this specification.

- 6.25.4.7. Consortium staff will provide the initial consumables to allow for the disposal and collection of waste at patients homes.
- 6.25.4.8. The appointed contractor will be required to collect, dispose and replace like for like containers/bags at the Domestic premises (ie. Tiger bags, orange bags, same colour replacement sharp containers).
- 6.25.4.9. Costs for the service to be provided in the pricing matrix.
- 6.25.4.10. The Consortium will make the risk assessment of the appropriate waste category for each premise.
- 6.25.4.11. On award, the Contractor will be supplied with a full list of domestic premises addresses and collection frequencies, which will be maintained by each Consortium member.
- 6.25.4.12. The contractor is required to complete in full the pricing schedule template provided for Domestic premises. See Pricing Matrix.
- 6.25.4.13. The contractor is expected to apply a minimum charge per collection when the total value of the collection or stop is equal to or less than the minimum charge.
- 6.25.4.14. The cost per stop is calculated as the number of items collected x their respective unit costs.
- 6.25.4.15. No charges will be accepted for any premises which have been notified to be removed from the list of Domestic premises requiring collections unless mutually agreed.
- 6.25.4.16. Only charges for the type of bags and associated costs (i.e. tiger or orange bags) specified for the particular premise will be accepted at the contract rates.
- 6.25.4.17. The Contractor will be expected to inform the Authorised Officers of any visits where no waste is required to be collected.
- 6.25.4.18. Contractors are reminded that the Consortium consider that domestic premises (ie. Households) are currently exempt from Duty of Care requirements (ie. Issue of Waste Transfer Note and Hazardous Waste Consignment Note) and the Consortium will not accept charges for those items. However, the contractor will need to have a robust system in place to ensure the recording of the items collected (ie. Number and type of bags and number of sharps containers) for accurate invoicing and for including in the monthly reporting data.
- 6.25.4.19. The Contractor will be responsible for managing all information in relation to the Domestic waste collections in accordance with current legislation.

6.25.4.20. The Contractor is to provide the process of managing the Domestic waste collections including a concise statement on their methods and procedures for the recording of waste collected from Domestic premises.

**6.25.5. Dental Wastes**

6.25.5.1. The Contractor is to ensure this service is conducted in accordance with the latest legislation and applicable regulations. All relevant documentation for the transfer of waste will need to be issued and completed.

6.25.5.2. The Contractor is referred to Appendix I for a list of site addresses and the existing collection schedule.

6.25.5.3. The Contractor must ensure that all units are serviced as per schedule.

6.25.5.4. Collection times will need to be during premises opening hours, between 9am and 5pm.

6.25.5.5. Some surgeries have limited opening times and these will need to be adhered too and access arranged by the Contractor.

6.25.5.6. The Consortium will not expect to receive additional costs for visits for these sites.

6.25.5.7. The Contractor is required to provide a fixed price six monthly collection service cost for sites identified in Appendix 1 for this service.

6.25.5.8. The collections of dental waste will need to be included separately in the invoicing back up information.

6.25.5.9. The Contractor will be required to provide suitable containers for all dental waste streams at the contract start, and distribute to the different premises and where required, collect any remaining containers.

6.25.5.10. The Contractor must provide full cost details for the collection, disposal including the appropriate replacement containers.

6.25.5.11. The Consortium reserves the right to add or withdraw premises and collection locations from the provided list as Consortium services are relocated or stopped using. The variation process will be followed see Clause 15.5.

6.25.5.12. It is the Contractor(s) responsibility to ensure a member of staff at the premises completes and signs the relevant documentation upon the dental waste collection.

**6.25.6. Mercury**

6.25.6.1. The Contractor may be requested on an ad hoc basis to collect and dispose of mercury spill kits. The resulting waste must be disposed of as Hazardous Waste.

6.25.6.2. The Contractor to provide a cost for collection and disposal in the Price Matrix Document.

**6.25.7. Non-Healthcare Wastes - Additional Technical Requirements**

6.25.7.1. For the purpose of this Specification, Non-Healthcare wastes are

defined as all waste streams falling outside of the EWC Code section 18. Current Non-healthcare wastes produced by the Consortium include:

- Residual waste (Office and domestic) (20 03 01)
- Mixed dry recycling (Office and domestic) (15 01 06)

6.25.7.2. For the purpose of this Specification Dry Mixed Recycling includes as a minimum requirement: all paper, card, cardboard, metal tins, steel/aluminium cans, plastic bottles.

- Cardboard (20 01 01)
- Scrap metal (20 01 40)
- Building rubble (20 02 02)
- Plasterboard (17 08 02)
- Organic materials (gardening/green waste) (20 02 01)
- Wood and pallets (20 01 38)
- Construction and demolition waste (skips)
- Bulky items (e.g. Furniture)
- Glass (20 01 02)

6.25.7.3. The appointed contractor(s) will be required to ensure the availability of an agreed number of fully serviceable and appropriate containers at all times for all sites.

6.25.7.4. The Contractor is required to provide clean and wheeled containers at all times. The purpose is to store bagged wastes.

6.25.7.5. Each container must be uniquely identified by a number / code, as part of the Contractors recording system. This should be detailed in the Contractor tender submission and will need to be provided on the annual contract renewal date in inventory form.

6.25.7.6. The current container provision for the Consortium is listed in Appendix 1 of the contract specification for indication.

6.25.7.7. The following waste streams are included within this Specification but will be requested to be collected on an ad hoc basis.

6.25.7.8. The contractor is to provide the service when requested to be cost-effective or free-of-charge as an innovation which will need to be available to the Consortium.

6.25.7.9. All waste streams below are included in Price Matrix Document.

- Catering oil
- Lamps
- Chemical waste (oils, solvents, acids, laboratory chemicals, domestic chemicals)

#### 6.25.8. **Battery Collections**

6.25.8.1. The contractor will be expected to manage a fully compliant service to ensure that all batteries are collected from individual sites.

6.25.8.2. This collection and disposal service needs to be free of charge to the

Consortium.

- 6.25.8.3. The current service allows the Consortium to purchase the battery containers (5 litre drums) at a fixed price to be included in the pricing matrix.
- 6.25.8.4. Collections are then arranged by the site through the battery supplier.
- 6.25.8.5. It is expected that the contractor will manage the battery disposal provider on behalf of the Consortium and ensure that they have a contract with the battery provider at all times and to be able to provide collection and volume data.

**6.25.9. Mattresses**

- 6.25.9.1. The Contractor is expected to manage the collection and disposal of healthcare mattresses. Majority of the mattresses are foam, but there will be the occasional sprung mattresses.
- 6.25.9.2. The Consortium staff will inform the Contractor via the Contractors helpdesk.
- 6.25.9.3. The Consortium staff will provide the mattress disposal bag which will be then placed in the external waste compound inside a 770 litre clinical waste bin and tagged, or will be positioned next to the 360 litre clinical waste bin.
- 6.25.9.4. The Contractor may be requested to collect/dispose of air mattresses which will need to be disposed of in accordance with the WEEE regulations and, if hazardous, the hazardous waste regulations.

**6.25.10. Wheelie Bins – Domestic and Recycling**

- 6.25.10.1. The following waste streams will be contained in wheelie bins: Residual (black bags), DMR (clear bags) and cardboard (loose).
- 6.25.10.2. Wheelie bins have to be clearly marked and colour coded so to encourage adequate segregation.
- 6.25.10.3. The Consortium would expect a phased introduction of DMR wheelie bins to premises which do not currently have this service and will expect all sites to have received this service within 3 months of contract start.
- 6.25.10.4. The Consortium reserves the right to modify bin locations and collection frequencies for individual sites by using the variation process. Clause 15.5.
- 6.25.10.5. The Contractor should include their proposed prices for all the items listed in the Appendix 1 – Asset List.

**6.26. Storage of waste**

**6.26.1. External wheelie bins – cleaning**

- 6.26.1.1. The appointed contractor(s) will be required to be able to provide a cleaning service for external wheelie bins.
- 6.26.1.2. The Consortium expects all waste bins to require cleaning, on an agreed schedule, and not less than three monthly.
- 6.26.1.3. All bins need to be substantially free from dirt and clean at all times

internally and externally and if bins are exchanged this applies to the bins to be delivered to Consortium sites.

6.26.1.4. The Contractor should include their proposal a short method statement for wheelie bin cleaning.

#### 6.26.2. **Storage of Waste External**

6.26.2.1. Certain Consortium sites will require skip containers on an ad hoc basis.

6.26.2.2. Current details of volumes and current service schedules are included in Appendix 1 – Asset List.

6.26.2.3. All skips should be in good overall condition, and supplied either new or refurbished at the contract inception.

6.26.2.4. Within Appendix 1 – Asset List, details of the sites which operate a compactor are identified.

#### 6.26.3. **Storage of Waste – Internal**

6.26.3.1. The Consortium want to increase their recycling volumes.

6.26.3.2. The Contractor is required to provide innovative solutions included providing internal DMR recycling bins for office space (suggested to be waist high and cardboard).

6.26.3.3. The contractor is required to include options for solutions to manage office bins.

6.26.3.4. Slow/silent closing foot operated metal and plastic clinical and offensive waste bins as an option in the pricing matrix.

### 6.27. **Confidential Waste**

6.27.1. For the purpose of this specification, confidential waste covered by this section are:

- Confidential paper (20 01 01)
- Confidential materials (compact-discs, tapes, x-rays, hard drives)

Unless indicated, the following sections generally refer to confidential paper.

6.27.2. The Consortium will conduct a Duty of Care audit on the Contractor's premises (where the confidential paper waste is due to be destroyed) prior to the contract start.

6.27.3. The contract will be formally awarded only once the Consortium is satisfied the requirements covered are fully adhered to.

6.27.4. Ad hoc audits throughout the contract lifespan can be requested by the Consortium and will need to be accepted and managed by the Contractor.

#### 6.27.5. **Storage of Confidential waste**

6.27.5.1. The appointed Contractor will be required to supply suitable secure units, front loading, in various sizes for the storage of confidential

paper waste.

- 6.27.5.2. It will be the Contractor's full responsibility to distribute the appropriate number and size of secure units to their designated locations at the contract start.
- 6.27.5.3. Should the Contractor want to undertake a due diligence audit to ascertain the number of consoles this will be at the Contractors own cost.
- 6.27.5.4. A full schedule of the current units' locations and sizes is provided in Appendix 1 – Asset List.
- 6.27.5.5. The Contractor is to provide an accurate inventory of the consoles and locations at all times.
- 6.27.5.6. Each console will need to be numbered at each site consecutively and updated regularly to inform of any changes/variations. Clause 15.5.
- 6.27.5.7. All secure units have to be of robust construction and fitted with a lock (one universal key for all units).
- 6.27.5.8. Every site will need to have up to 1 key per console, plus one key per site free of charge.
- 6.27.5.9. If further keys are requested by the Consortium the Contractor would charge a reasonable fee per key.
- 6.27.5.10. The secure unit feeding slot has to be located at the front of the unit, in a way to restrict any retrieval of the unit contents (ie. Letterbox slot style).
- 6.27.5.11. The Contractor is to provide, in agreement with the Consortium, suitable signage for each unit for the disposal of confidential documents.
- 6.27.5.12. All signage needs to be supplied within 3 months of the contract start and updated as required on an annual basis.
- 6.27.5.13. The Contractor should include a photograph and technical specifications of the secure units to be supplied as part of their tender submission.
- 6.27.5.14. The Contractor shall fully describe the type and sizes of containers to be provided.
- 6.27.5.15. Bins or secure units that become unsuitable for continued use through wear or any other reasonable reason shall be withdrawn immediately from service and replaced or refurbished as necessary at the Contractor's expense.
- 6.27.5.16. The appointed Contractor will be required to supply secure bags labelled with 'confidential waste' clearly displayed for overflow confidential paper waste free of charge over the duration of the contract.
- 6.27.5.17. The Consortium reserves the right, to reduce or increase the collection

service at 90 days' notice by using the variation process. Clause 15.5.

6.27.5.18. Pricing for the service will be per confidential unit decant and per confidential bag supplied and collected, fully inclusive. No additional administrative, ancillary, documentation, transport or any other costs will be applicable.

6.27.5.19. The Contractor should include a schedule of pricing for other confidential waste items (e.g. Price per bag for mixed media destruction).

#### 6.27.6. **Collection of Confidential Waste**

6.27.6.1. It is expected that the contractor will provide a confidential waste schedule that will be agreed by the Consortium prior to mobilisation.

6.27.6.2. The schedule will need to be adhered to and kept up to date at all times to inform the Consortium of the visits. (KPI 1C) See Clause 6.6.8 for missed collections.

6.27.6.3. The Consortium can request the schedule at any time. Any changes to the schedule will need to be managed via the variation process. Clause 15.5.

6.27.6.4. The appointed contractor will be required to supply a bin decant service for all confidential waste secure units within office working hours (9am to 5pm).

6.27.6.5. Any times outside these working hours will be by exception and will need to be agreed prior with the Authorised Officer.

6.27.6.6. The Contractor will also be required to pick up loose bags of overflow confidential waste when applicable. This will be managed when the contractor visits sites and is informed by Consortium staff.

6.27.6.7. It is expected that the contractor will have capacity to collect all confidential waste from sites that are on the schedule for the day.

6.27.6.8. The Contractor is to note that certain of the sites to be visited are mental health units and may require induction and have access restrictions. See Appendix 4 – Restricted Sites Guidance Document.

6.27.6.9. The contractor should endeavour to collect the confidential waste and provide evidence that this was not possible.

6.27.6.10. A second visit will need to be arranged with 48 hours with the site and the Authorised officer informed. See Missed Collections 6.6.6.

6.27.6.11. From the decant of the secure units, and through each transport stage to final destruction, confidential waste must be in secured locked containers at all times (including secondary containment once loaded on a vehicle).

6.27.6.12. The wheelie bins or trolley cages used by the Contractor for the transport of waste internally need to be in clean and good working order at all times.

6.27.6.13. The Consortium can request to audit at any time.

6.27.6.14. The Contractor's operatives will be required to obtain Consortium staff signatures upon collection of the waste materials from the secure unit from each area visited.

#### 6.27.7. **Destruction and Disposal of Wastes**

6.27.7.1. The Consortium requires an off-site destruction service for the waste streams described.

6.27.7.2. All material must be destroyed so that it is illegible and cannot be reconstructed.

6.27.7.3. The destruction process shall exclude the use of picking/sorting lines. The shredder shall be located at the Contractor's depot/within the vehicle and destruction take place immediately on arrival at the Contractor's depot.

6.27.7.4. Evidence to support this process to be provided by the Contractor within the tender bid and information supplied within the reporting requirements.

6.27.7.5. All confidential paper waste collected by the Consortium has to be fully recycled in accordance with the Waste Hierarchy.

6.27.7.6. The Contractor must provide a concise written statement within the tender bid outlining:

6.27.7.6.1. The processes that will be followed from the collection of waste on site to destruction.

6.27.7.6.2. This should include detail of the methods used for secure units decant and all waste handling / transport operations.

- How confidential waste is transported from the decant of the secure units, and through each transport stage to final destruction. The waste is to be secured in locked containers at all times (including secondary containment once loaded on a vehicle).
- The destruction process (and how all material is destroyed so that it is illegible and cannot be reconstructed).
- The final disposal route for confidential paper waste.
- Any audit trail (e.g. barcoding) for secondary containers used for transportation to the Contractor's site for destruction.

6.27.7.6.3. Fall-back arrangements that will be in place if the destruction process becomes unavailable (van breakdown etc) when records for destruction are in the Contractor's care.

#### 6.28. **Documentation**

6.28.1. The appointed Contractor will be required to provide a fully completed Waste Transfer Note following the collection of wastes.



- 6.28.2. The appointed Contractor will be required to provide a Certificate of Destruction electronically no later than 24 hours or on the next working day after the waste has left consortium premises electronically to the Consortium to designated email addresses. KPI 10
- 6.28.3. The appointed Contractor will be requested to submit annually within a week of the anniversary date of the contract start, a copy of their ISO: 9001 (including BSI15713) UKAS certification, a revalidation statement of their Tender submission (ensuring the Consortium none of the statements made, most especially with regards to security and governance has changed).

## 6.29. **Governance and Security**

- 6.29.1. The Contract is to be provided in strict adherence with the Data Protection Act 1998 and any subsequent updates as well as the NHS Information Governance Toolkit.
- 6.29.2. The Contractor is required to hold a valid ISO: 9001 UKAS accredited certification, including adherence to BSI: 15713.
- 6.29.3. The Contractor must provide:
  - A copy of their ISO: 9001 UKAS accredited certificate within their tender submission.
  - Information Commissioner Registration

The Contractor must provide a statement confirming they meet the following requirements:

- Security screening of personnel & training to BS 7858 standards.
  - All vehicles equipped with sufficient security equipment including alarms and immobilisers.
  - All vehicles have GPS tracking systems fitted.
  - Premises receiving the wastes have a maintained intruder alarm covering shredding, storage and office areas.
  - Premises receiving the wastes have a maintained CCTV system with recording facilities covering unloading and shredding areas.
  - The Contractor will have a clear process in place to notify the Data Controller (the Consortium) if there is an incident leading to a potential confidentiality breach, on their part.
- 6.29.4. The points above must be auditable and evidence provided to the Consortiums on request.
  - 6.29.5. The Consortiums will have the right to visit the contractor's site at least annually to carry out a site audit.
  - 6.29.6. The contractor will need to supply within the monthly report information

to support compliance for training and operational requirements including but not limited to the above.

### **6.30. WEEE Waste Disposal**

- 6.30.1. The Contractor to provide a service to manage the Consortiums requirements for Waste Electrical & Electronic Equipment (WEEE) waste stream in accordance with the WEEE Regulations 2006: the treatment, recovery, recycling and safe disposal of waste electrical and electronic equipment.
- 6.30.2. Some items will need to be treated as hazardous waste under the Hazardous Waste Regulations 2005 and these will require separate disposal.
- 6.30.3. This includes household and commercial items containing electrical and electronic parts / components and could include medical equipment.
- 6.30.4. It is expected that the Contractor will manage any sub-contractor and ensure that the premises receiving these wastes have a maintained CCTV system with recording facilities covering all management of the waste for disposal.
- 6.30.5. List of common WEEE items that might be requested for disposal:
  - Large /small household appliances (i.e. washing machines, cookers, toasters, irons, hairdryers, fridges)
  - Consumer equipment (i.e. TVs, videos, hi-fis)
  - Lighting equipment (i.e. fluorescent lamps, excluding filament light bulbs)
  - Electronic and electrical tools (i.e. lawnmowers, drills)
  - Monitoring and control instruments (i.e. smoke detectors, thermostats)
  - Medical Equipment
- 6.30.6. The Consortium has in place a WEEE Waste Disposal Request procedure (Appendix 3) which is managed by the respective Authorised Officers.
- 6.30.7. It will be expected that the contractor will provide a cost within 5 working days for disposal of the WEEE collections on receipt of the request on a case by case basis.
- 6.30.8. All requests for WEEE waste disposal will be generated via the Contractors helpdesk.
- 6.30.9. It will be expected that the main waste contract holder will manage the sub-contractors for the WEEE waste service including management of quotes, i.e. if there are multiple sub-contractors that will be providing this element of the contract from request to collection.
- 6.30.10. The hazardous waste consignment note cost needs to be no more

than the current Environment Agency rate.

- 6.30.11. The Contractor to note that IT and telephony equipment is managed by the Consortium's respective IT Departments.
- 6.30.12. If any calls Round robin collections will be accepted on the basis that the contractor/sub-contractor can provide a cost effective proposal.
- 6.30.13. The contractor is to ensure that consignment notes are provided per site for each collection undertaken, emailed to the site contact and supplied to the Consortium within 5 working days of the collection. KPI 10.
- 6.30.14. The contractor should provide a competitive standard transport rate for every collection are received with regard to this equipment the Authorised Officer for the respective Consortium must be notified.
- 6.30.15. All waste disposal for IT and telephone equipment will need authorisation by the Authorised Officer of the Consortium prior to collection.
- 6.30.16. The method of disposal for any IT data will need to be agreed with the relevant Trust prior to collection.
- 6.30.17. The Consortium will not fund any IT items collected if they have not had prior authorisation.
- 6.30.18. For any WEEE disposals required, quotation requests will need to be generated by the Contractor and approval received from the Consortium.
- 6.30.19. The contractor will not take forward any work until authorised by the Authorised Officers.
- 6.30.20. The Contractor shall be aware that this contract does not imply exclusivity of the Contractor for undertaking any disposal requirements and the Consortium reserves the right to seek competitive quotations.

### **6.31. Surveys and Customer Experience**

- 6.31.1. The Contractor will be responsible for maintaining regular contact with the users of all the waste streams and services provided by sending a survey annually to each of the customers/users.
- 6.31.2. The questions and timescales for the surveys are to be agreed with the Consortium.
- 6.31.3. The findings of the survey must be submitted in report format to the Consortiums' management representatives.

## 6.32. Innovations

- 6.32.1. The Consortium welcomes any initiatives/innovations from The Contractor to help minimise waste levels, embrace recycling.
- 6.32.2. The Contractor is encouraged to review Trust sites for each waste stream and provide proposals annually during the lifetime of the contract.
- 6.32.3. These initiatives should be sustainable and cost effective in the provision of environmental best practice.
- 6.32.4. The Consortium reserves the right to accept or reject any proposed innovations/additional services prior to acceptance of an offer.

## 6.33. Additional Services

### 6.33.1. Medical Devices

- 6.33.1.1. Currently the Consortiums manage their disposal of Medical Devices via several different methods.
- 6.33.1.2. The Consortiums are looking for an alternative disposal route for condemned equipment and for equipment that is in a usable condition via auction and to provide the Consortium with income where possible.
- 6.33.1.3. The Contractor is to manage disposal of redundant/surplus Medical Devices and describe in their proposal how this will be managed, confirm the 3<sup>rd</sup> party and contractor commission rates, transport/rate cards, standard collection fee and any administration fees.
- 6.33.1.4. The Contractor to provide the standard costs in the Pricing Matrix.
- 6.33.1.5. The Consortiums reserve the right to use alternative contractors to manage and dispose of medical devices.

### 6.33.2. Furniture

- 6.33.2.1. The Contractor will be expected to assist with removing and disposing of general furniture and office equipment for Consortiums' sites and it is the expectation that this will be recycled where possible.
- 6.33.2.2. The contractor is to confirm a standard price for listed items of equipment and for a day rate to ensure the most cost effective solution for the collection.
- 6.33.2.3. The contractor to include the cost of the waste collection note in the Pricing Matrix.

## 6.34. Consumables

- 6.34.1. At present the Consortium provides the consumables, i.e. bags and sharps bins via NHS Logistics catalogues.
- 6.34.2. The contractors are asked to supply prices for identified sites to provide consumables on a like for like basis, e.g. 5 litre sharps container with an identical 5 litre sharps container.
- 6.34.3. The provision of consumables may be taken up as an option during the life of the contract.

## **6.35. Invoice Chargeable Cost Information**

- 6.35.1. The Contractor will need to provide information monthly, to each Trust, the waste contract report, a breakdown by site, Consortium cost codes to include all sub-contractor data for and individual waste streams, and consumables if provided, within a detailed back up spreadsheet for each Trust.
- 6.35.2. The spreadsheet will need to be sent with each invoice to the Authorised Officer for each Trust and the invoice sent to the Trust SBS finance department.
- 6.35.3. The format of the spreadsheet and the invoice will be discussed following award and the contractor will be expected to provide this accurately on a monthly basis.
- 6.35.4. The names of the Consortium sites to be included on the back up spreadsheet will be agreed with the Contractors at award and following any variations to contract. Clause 15.5.
- 6.35.5. All Contractors including sub-contractors will need to ensure that they only use the agreed Consortium site names.
- 6.35.6. All data will be validated by the Consortium and reviewed prior to submission of the invoice on a monthly basis. (KPI 2)

## **7. STATUTORY/OTHER OBLIGATIONS**

### **7.1. Compliance**

- 7.1.1. The Consortium must achieve compliance with all relevant legislation, guidance and Consortium Policies while adhering to the Consortium's governance and risk management framework. This includes compliance with Safe Management of Healthcare Waste Version 2 Health Technical Memorandum (HTM) 07 01.
- 7.1.2. The Consortium will require the appointed Contractor to ensure that it notifies and advises the participating sub-contractors of all relevant current/future legislation, regulation and guidelines in order to ensure that the participating parties meets their individual Duty of Care as

stipulated in the Environmental Protection Act 1990, as amended.

- 7.1.3. The Contractor(s) will be required to comply with all relevant legislation (including yet to be introduced) and statutory guidance during the term of the contract.
- 7.1.4. The Consortium recognises that legislative and regulative compliance from Contractor(s) does not absolve the Consortium from their own specific responsibility to comply with legislation and statutory guidance.
- 7.1.5. If any statutory requirements or regulations are found to be contravened by the Contractor(s) or any sub-contractor working on his behalf, the Consortium will reserve the right to terminate the contract in accordance with NHS Conditions of Contract for the Supply of Services for any material breach.

## **7.2. Documentation and Duty of Care**

- 7.2.1. The Contractor must provide full details of all sites (location, capacity, permits etc.) that are proposed to service the contract, including full details of all backup sites or facilities to be used in the event of a primary site being unavailable. See Major Incident management in Clause 18.
- 7.2.2. The Contractor(s) will ensure that waste is treated by methodologies that are authorised by the Environment Agency and/or local authority and provide evidence at all times to meet these standards. Treatment processes operating without appropriate authorisation must not be used.
- 7.2.3. The Contractor(s) shall immediately advise the Consortium of any suspension, withdrawal or refusal to renew any licence, certificate or permissions applicable to carrying out the requirements of this contract during the term of the contract.
- 7.2.4. The Contractor(s) will be responsible for all costs associated with finding an alternative Contractor/treatment facility if there is a failure on their part to undertake the services outlined within the specification at any time during the contract period.
- 7.2.5. The Consortium will require sight of the original licences and other relevant documents on at least an annual basis, or when changes are made within the calendar month KPI 6 and will reserve the right to inspect any transfer station and disposal facilities at any reasonable time, as implied under the Code of Practice 'Waste Management the Duty of Care'.
- 7.2.6. To ensure that the Consortium Duty of Care in respect of waste is adequately discharged The Contractor is required to:

- Visit the sites, in order to establish the suitability of their proposed arrangements for the removal of waste.
- Provide a fully detailed audit trail relating to the collection of all waste streams - including appropriate method statements where significant risk is identified.
- Provide details of weighbridge facilities (including calibration certificates) and waste tracking processes.
- Adherence to Duty of Care principles will be a continuing process throughout the duration of the contract and evidence will need to be provided on request.

7.2.7. The Contractor is required to amend this procedure and their reporting requirements in line with any regulatory or statutory guidance changes as applicable through the life of the contract.

### 7.3. Health, Safety and Environment

7.3.1. The Contractor shall allow for complying with all Safety, Health and Welfare Regulations appertaining to all work people on site including those employed by Sub-Contractors and professional advisers, including but not limited to the following:-

- Health & Safety at Work Act 1974
- Management of Health and Safety at Work Regulations 1999
- Manual Handling Operations Regulations 1992
- Workplace (Health Safety and Welfare) Regulations 1992
- Reporting of Injuries, Disease and Dangerous Occurrences Regulations 1995 as amended 2013
- First Aid Regulations 1981
- Fire Order 2005

### 7.4. Contractor's Health & Safety Policy

A copy of the Contractor's Health and Safety Policy and signed health and safety statement of intent is to be provided with the tender for inspection by the Consortium.

### The Consortium's Health & Safety Policies

7.4.1. The Contractor's shall make himself and the contractors' employees aware of the parts of the Consortium's respective Safety arrangements relevant to the work which they are performing and, also, must make the Consortium and employees aware of any hazards, which might be created by the Contractor and/or the

contractors' employees in the performance of the required work, and the measures which must be undertaken to minimise such hazards.

- 7.4.2. A copy of the Consortium's Safety Policy is available on the respective Trust website.

## 7.5. **Accident Reporting**

- 7.5.1. All incidents will be reported to the consortium and if applicable in accordance with the Reporting of Diseases and Dangerous Occurrences Regulations 1995.
- 7.5.2. Incidents are to be reported to the Authorised Officer and/or HSE (if applicable) and included in the monthly report and reported on the Trust incident reporting systems where appropriate.

## 7.6. **Personal Protective Equipment (PPE)**

The contractor and any person entering a designated site must wear the appropriate PPE for the job as identified by the appropriate Risk Assessment / Method Statement.

The Consortium and/or the Authorised Officers reserve the right to exclude from site any person employed thereon who in their opinion is significantly endangering themselves and/or others breaching health, safety and welfare requirements.

## 7.7. **Personnel, Workmanship and Training**

- 7.7.1. The Contractor shall ensure all staff employed, including all sub-contracted staff, to undertake the waste contract have been fully trained, are in date for training for their specific waste provision, in keeping with the requirements of this specification.
- 7.7.2. The contractor to ensure that all staff are fit for the work they are required to undertake.
- 7.7.3. All staff are to be competent to undertake the tasks without direct and continuous supervision.
- 7.7.4. That there is an effective development program to ensure that they maintain their skills and that the implications of any new legislation are shared.
- 7.7.5. Contractor staff that provide the waste disposal service for home patients, WEEE waste, specialist waste removal, hazardous waste and confidential waste will be eligible to work in the UK, hold up to date qualifications and licences and provide as evidence to the Consortium appropriate individual DBS clearance and relevant ADR licences.



- 7.7.6. The Contractor must inform the Consortium if there are any employees in connection with the contract that has a relevant breach of DBS.
- 7.7.7. The Contractor is to ensure that DBS is checked on annual basis and evidence provided to the Consortium.
- 7.7.8. They shall also be conversant with requirements of this specification.
- 7.7.9. The Contractor shall ensure that all staff employed on this contract shall carry at all times appropriate ID, clearly identifying the operative and the Contractor.
- 7.7.10. The Contractor should remove from the premises any of his staff if requested to do so by the Authorised Officer on the grounds of inefficiency, incompetence or public interest.

## **7.8. Training for Consortium Staff**

- 7.8.1. The Contractor and the sub-contractors are required to provide on-going necessary training and technical assistance for Consortium staff whether on or off site, to support the service supplied under this contract.
- 7.8.2. To include but not limited too:
  - Best practice waste management principals
  - Effective segregation of waste
  - Introducing sustainable systems to minimise waste
- 7.8.3. The Contractor to provide, in agreement with the Consortium, suitable segregation posters for the disposal of all waste streams and other similar training/information aids at no cost to the Consortium.

## **7.9. Control of Substances Hazardous to Health Data Sheets (COSHH)**

- 7.9.1. From the commencement of the contract the Contractor shall be responsible for the procurement, safe secure storage, provision of appropriate and adequate stocks of chemicals and use of materials required for the service and for all costs incurred.
- 7.9.2. The Contractor is responsible for ensuring that the appropriate COSHH sheets, for all products used on site premises is available at each site and also provided to Consortium Authorised Manager.
- 7.9.3. The contractor must ensure that COSHH products are managed in a safe condition at all times to ensure the safety of the patients/service users or visitors and Trust staff. The Consortium encourages and promotes contractors use products that may contain elements that

may reduce damage to the Environment.

#### 7.10. Spillage/Accidents

- 7.10.1. The Contractor(s) must meet costs associated with clearing spillages or accidents where the Contractor has been at fault.
- 7.10.2. The Contractor must provide a method statement for dealing with any spillage or accident within their proposal.
- 7.10.3. Spillages and/or accidents must be immediately reported to the Consortium contact/s and confirmed in writing within 48 hours.

#### 7.11. Damage

- 7.11.1. Any damage to Consortium's premises, equipment, occupant's furniture, etc. shall be reported immediately to the manager or their representative and reported within the monthly report.
- 7.11.2. If the Contractor is found to be at fault they will need to reimburse the Consortium.

#### 7.12. Information Governance

- 7.12.1. This contract is considered a **High risk**, where a contractor has frequent direct access to special category information (e.g Health & Social Care data, Personal confidential data, including financial information) on staff or service users.
- 7.12.2. This is considered to include the processing or holding of personal confidential data whilst carrying out the duty of the contract.
- 7.12.3. **For all organisations types, including companies & healthcare providers**
- 7.12.3.1. The Consortium is required to meet the standards of NHS Digital DSPT (Data Security and Protection Toolkit) and the Contractor is required to register and to complete the DSPT for this high risk contract.
- 7.12.3.2. Contractors are required to please provide evidence of your registration and outcome of your DSPT submission.
- 7.12.3.3. Contractors are also required to please provide a copy of your Information Commissioner Organisation (ICO) registration.
- 7.12.3.4. In addition it should be noted the NHS T&C's, as documented in Appendix 8, incorporating the GDPR requirements, apply to this contract.

#### 7.13. Infection Control

All Contractors staff are to take note of the hand hygiene information stations and to use hand gels when entering or leaving the Hospital and areas within it. The Contractor is to also ensure that all measures are taken to reduce any possible cross contamination.

## **8. LOCAL CONSORTIUM REQUIREMENTS**

### **8.1. Security and Access**

- 8.1.1. Arranging access for the waste collection visits. The Contractor and all staff to be aware of Consortium sites with various security access requirements, contact details and information will be given to the winning bidder. This may include mental health and learning disability services.
- 8.1.2. Access may be restricted or denied on the day of the visit due to safety reasons to protect patients, staff and third parties.
- 8.1.3. The Contractor should arrange the waste collection visit as soon as practically possible and within 48 hours at no cost to the Consortium.
- 8.1.4. The Contractor must adhere to any site restrictions and practices in order to protect the contractor's employees regarding their own safety.
- 8.1.5. The Contractor's staff may be subject to interaction with patients in the care environment and are to act in a professional manner at all times respecting patient and staff welfare, privacy and dignity.
- 8.1.6. The Contractor will be required to have certain access made available to carry out the waste collection service.
  - 8.1.6.1. This may include access to wards and offices by provision of security cards or access door codes.
- 8.1.7. The Contractor will be responsible and accountable for maintaining the security management of this information and equipment on behalf of the Consortium.
- 8.1.8. The contractor may be required to provide the Consortium with ID details in order carry out the waste collections on sites.
- 8.1.9. The Contractor may not use any of the Consortium's premises for any activity or service, including storage or distribution activities for any other organisation or clients other than the Consortiums.

### **8.2. Arrival and Departure on Site**

- 8.2.1. The Contractors staff for the relevant waste streams including but not limited too confidential and disposal will report to the main reception on the appropriate site displaying the correct ID badges/uniform and follow the on-site arrangements i.e. make an entry into the visitor or log book, recording the time of arrival.

- 8.2.2. The Contractors staff shall comply with any additional on-site rules and security requirements that apply for each site listed within Appendix 1.
- 8.2.3. On completion of the service and / or call out and prior to leaving site the Contractors staff shall follow the on-site arrangements, i.e. record the time of exit in the visitor or log book.

### 8.3. Consortium Policies

- 8.3.1. The Contractor shall comply with the Consortium's policies and procedures as appropriate. Full details of all local Consortium policies are available on the Trusts websites.
- SH NCP 21 Security and Management of Violence and Aggression Policy
  - SH HS 04 Health & Safety Policy
  - SH CP12 Hand Hygiene Policy
  - SH CP 10 Infection Prevention & Control
  - SH HS 05 Moving & Handling Policy
  - SH HR 36 Standard of Dress Guidelines
  - SH NCP 47 Waste Management Policy
  - SH HS 06 Fire Safety Policy
  - SH IG 50 Disposal/Re-use of HDDs and Back up Takes Procedure
  - SH IG 17 Information Governance Policy
  - SH IG 18 Data Protection & Confidentiality Policy
  - National DSPT
  - SH IG 61 Overarching Information Security Policy
  - Consortium On Site Rules
  - MMT003 Medicines Management Policy
  - HR15 HR Investigation Policy
  - MMT002 Controlled Drug Policy
  - IPC01 Infection Prevention and Control Policy
  - RK08 Fire Safety Policy
  - IG01 Information Governance Policy
  - HS01 - Health and Safety Policy
  - HS09 Safe handling and Disposal of Healthcare Waste policy
  - IG02 Data Protection, Caldicott and Confidentiality Policy
  - RK05 Physical Security Management Policy
- 8.3.2. The Contractor will be expected to work in partnership with the Consortium to ensure adherence to and compliance with all relevant local policies, procedures and legislation.
- 8.3.3. The successful tenderer at all times will need to satisfy the management of the Consortium that the best standards of service are being achieved.

#### **8.4. Staff Hygiene and Staff Uniforms**

- 8.4.1. The Contractor's staff must be provided with sufficient sets of suitable work wear and an identification badge.
- 8.4.2. All staff are to be instructed on the need for strict personal hygiene standards.
- 8.4.3. The uniform and the identity badge must be worn by all staff at all times whilst on duty.
- 8.4.4. Any member of the Contractor's staff working on any Consortium site without wearing a uniform and identification badge may be asked to leave the site immediately.
- 8.4.5. Contractors are required to supply the necessary equipment, materials and appropriate PPE to provide an effective waste disposal service to enable the Contractor's staff to complete their duties.

#### **8.5. No Smoking/Alcohol/Drugs Policy**

- 8.5.1. Contractor staff will be working in smoke-free sites including grounds and car parks.
- 8.5.2. The Contractor will be required to remove any worker who violates the non-smoking, alcohol and illegal or illicit drugs rules or any employee who reports to the job manifesting evidence of alcoholic beverages or illegal or illicit drug use.

#### **8.6. Management of Equipment and Contraband**

- 8.6.1. Due to the nature of the services that are provided within Consortium units, all Contractors and staff working will have to adhere to restrictions over items which may not be left unattended, for example, tools or sharp instruments, chemicals or any item which may be used to self-harm or cause harm to another person.
  - 8.6.1.1. Refer to the Restricted Items guidance document attached in Appendix 4.
- 8.6.2. Within some units there is a strict rule that mobile telephones or items that use SIM cards may not be taken into the patient areas or items such as cigarette lighters.
  - 8.6.2.1. Refer to the Consortium's On Site Rules and Contractors Procedures attached in Appendix 5.

#### **8.7. Incident Reporting**

- 8.7.1. The contractor will need to manage the reporting of all incidents via

the Authorised Officers who will use the Consortium's Incident Reporting Procedure as appropriate.

- 8.7.2. Where any incident involves staff members and/or members of the public within the curtilage of the Consortiums demise this must be reported immediately.

## **9. SUB-CONTRACTING**

- 9.1. The Contractor shall indicate within their tender proposal aspects of the contract they would intend to sub-contract and/or employ a third party to fulfil the service(s) specified within the contract specification.
- 9.2. The Contractor shall provide name(s), addresses(s) and contact details of proposed sub-contracted Contractors and/or third parties to be employed within the contract in their tender proposal together with all relevant licences, appropriate qualifications, certification and requirements.
- 9.3. Where sub-contracting arrangements do exist, the Contractor shall arrange for a contract agreement which includes the Consortium specification and KPI performance requirements to be in place with the sub-contractor at all times.
- 9.4. All invoices to be co-ordinated for each sub-contract and the Consortium to receive one consolidated one page monthly invoice with full back up data by sub-contractor to be provided, detailing by waste provision by site. See Clause 6. for naming of sites.
- 9.5. It is expected that the contractor will declare how they will manage payment to their nominated sub-contractors.
- 9.6. It is expected that the main contract holder will oversee, monitor and manage all waste services including any that are sub-contracted to ensure a seamless approach is provided to the Consortium.
- 9.7. Any issues, complaints or operational service needs for all waste streams will be undertaken by the main contract holder.
- 9.8. The Consortium will refer all complaints and operational issues directly to the main contract holder who will be expected to undertake full management of all operational matters for all waste streams and directly manage all sub-contractors for any performance monitoring or issues.
- 9.9. Any associated administration charges for the management of third parties and/or sub-contracted services (including invoicing arrangements etc.) must be included in the quoted costs.
- 9.10. The successful Tenderer, if subcontracting part of the Waste Service out shall be liable for that third party and any breach of contract therein.

- 9.11. The Contractor shall be prohibited from transferring or assigning directly or indirectly, to any person or person(s) whatever, any portion of this contract without the written permission of the Authorised Officer.
- 9.12. The variation process must be followed. Clause 15.5
- 9.13. The Contractor shall be responsible for any sub-contractor employed in connection with all the work within the specification.

## 10. **RESOURCING THE CONTRACT**

### 10.1. **Organisational Structure**

- 10.1.1. The Contractor will ensure that there is a management structure in place to support and manage the contractual requirements of the specification.
- 10.1.2. The contractor is to supply a comprehensive management hierarchy chart to include job descriptions, the roles and responsibility of each level within the structure and contact details in order to manage the contract throughout its lifespan.
- 10.1.3. Any proposed changes to the agreed hierarchy chart must be discussed with the Authorised Officers before implementation.
- 10.1.4. The Contractor and managed sub-contractors shall supply all labour (including costs thereof) consumables and relevant materials required to carry out and complete the works for the duration of the contract at all times to ensure that the contractual requirements are delivered.
- 10.1.5. The contractor and managed sub-contractors must operate a flexible system enabling a prompt response to any demands throughout the year including, but not limited to, cover for sickness, training and annual leave, major incidents etc.
- 10.1.6. The Consortium requires assurance that at all times the contractor will supply sufficient staff and resources in order to meet the requirements of the contract specification.
- 10.1.7. Any proposed reduction or change to the resourcing of the contract must be formally agreed with the /Authorised Officer.

### 10.2. **Contract Manager/Account Manager**

- 10.2.1. The Contractor will provide a Contract/Account Manager, together with their current qualifications and experience that will be the point of contact for the Consortium.
- 10.2.2. In the absence of the Contract/Account Manager the Contractor

will notify the Authorised Officers, in writing, of a named representative who is nominated to deputise, together with their current qualifications and experience.

10.2.3. The appointed Contract/Account Manager, and nominated representatives from the sub-contractors when required, will be expected to attend meetings related to the waste disposal contract to support the Consortiums at no cost.

10.2.4. The Contract/Account Manager will be responsible for providing the following but not limited to:

- Monthly KPI performance report
- Monthly contract financial report
- Monthly invoice back up data
- Monthly and annual vehicle and carbon emissions report
- Training statistics
- Complaint/Complements
- Incidents/risks/accidents

## 11. TUPE

11.1. The attention of The Contractor is drawn to the Transfer of Undertakings (Protection of Employment) Regulations 2006" as amended by the "Collective Redundancies and Transfer of Undertakings (Protection of Employment) (Amendment) Regulations 2014.

11.1.1. In some cases, where work awarded to a contractor is subsequently awarded to another organisation, such a transfer of work may constitute a "transfer of an undertaking" for the purposes of TUPE.

11.2. TUPE provides that where there is a transfer of an undertaking (or possibly part of one), the new employer takes over any employment liabilities and the responsibility for the employment contracts of the employees, who then transfer on their previous terms and conditions of service.

11.3. As a successful tenderer may be a potential transferee for the purposes of TUPE, The Contractor should seek legal advice as to whether TUPE will be likely to apply to the proposed contract, and if so, to reflect the financial implications of such a transfer in their tender.

11.4. In such cases, as the Consortium will be neither transferee nor transferor for the purposes of TUPE, the application of TUPE is a matter for each tenderer to clarify with their legal advisers.

11.5. If TUPE is deemed to apply then the financial implications are a matter for discussion between the prospective tenderer and the existing contractor, rather than for the Consortium.



11.6. The Consortium expects the successful Contractor to comply with the TUPE Regulations and to act as a good employer however there is no expectation that the Contractor would need to move staff to NHS Agenda for Change conditions.

11.7. The Consortium will facilitate the contact with the incumbent contractors. However, the Contractor will be expected to contact the current incumbent Contractor for all information relevant to potential TUPE transfers.

## 12. **PARTNERSHIP WORKING**

12.1. The Consortium is looking to work in a spirit of partnership with the successful Contractor recognising the reasonable needs of all parties within the shared objective of having an efficient and effective waste disposal service.

12.2. A framework for an ongoing dialogue between the parties will include monitoring of performance, recording and resolving differences, and agreeing formal changes to the service.

The aim shall be to:

- The contractor to meet and support the Consortiums values and vision
- Ensure Consortiums and Contractor staff awareness of the service provision
- Embracing innovation constantly review the contract to improve patient and user experience
- Minimise the usage of additional, chargeable, elements of the service
- Align with Estate Services Contract Strategy

## 13. **PERFORMANCE**

### 13.1. **Performance Monitoring**

13.1.1. The Consortium is committed to helping improve the efficiency of contracted Contractors through sharing of information on performance measurement.

13.1.2. Therefore the Contract will be subject to ongoing monitoring and reporting of performance against the specification.

13.1.3. The contractor will provide regular and timely reviews of performance and information to the Consortium.

13.1.4. This will encourage the continual improvement of quality standards and highlight any need for any additional resources, equipment, materials or training.

13.1.5. It is essential that the reporting and monitoring process is

comprehensive, robust, transparent and representative of the whole service provided.

13.1.6. The Contractor, and managed sub-contractors, will be required at any time, within timescales agreed between both parties, to produce detailed information or records relating to their own monitoring/ performance measurements, these records will be used by the Consortium to compare and verify standards and results gained via the Consortium's own monitoring procedure/ system.

13.1.7. Typical sources of information that are likely to form part of the monitoring process are:

- Compliance to the specification
- Contractors reports
- Regular review meetings with the contractor
- Monitoring/Authorised Officers own audits and observations
- Quality of reports and accurate invoices
- Auditing and action plans
- Customer feedback
- Response times

## 13.2. **Quality Control**

13.2.1. Prior to the commencement of the contract the Contractor must supply details of the proposed quality control systems it intends to operate for verification and approval by the Consortium's Authorised Officer.

13.2.2. The criteria for measuring performance shall be agreed between the Contractor and Consortium, be formally documented, and may be developed during the term of the contract.

13.2.3. The Contractors proposal for Quality Control Systems will include:

- Method Statement and Risk Assessment for all services, to be site specific
- Staff qualifications/and training requirements
- Observations and audits
- Reporting against Key Performance Indicators
- Accuracy and format of reports and documentation to be provided to the Consortium
- Complaints procedure
- Competency of staff and provision of service to the requirements of the specification

## 14. **KPI's**

14.1. The Following Key Performance Indicators (KPI's) will be used in support of the waste disposal specification and shall be monitored and reviewed throughout the period of the Contract.

14.2. The KPIs need to be managed for each Trust separately.

14.3. Assessment by the Consortium's Authorised Officer or Representative of the level of Overall Contract Performance will be over a monthly period, allowing the Consortium to make deductions or raise an invoice from the monthly payment due to the Contractor in accordance with the following table and definitions.

14.4. In the event of repeated failure to meet agreed KPI's, the Consortium will have the right to withhold payment for under performance, or may terminate the Contract in accordance with the terms of this agreement and NHS terms and Conditions.

**14.5. Key Performance Indicators**

14.5.1. The Following Key Performance Indicators (KPI's) are agreed in support of the Service Specification and shall be monitored and reviewed during the period of the Contract.

KPI Ref	Key Performance Indicator	Target	Notes / means of monitoring
1A	Complete 95% of all collections on scheduled day as per schedule (excluding Bank Holidays) for domestic waste and recycling in any given calendar month	95%	Helpdesk log and site manager reporting. Audit. Complaint.  Report is to show individual site statistics. Target stated is per site.
1B	Complete 98% of all collections on scheduled day as per schedule (excluding Bank Holidays) for clinical waste in any given calendar month	98%	Helpdesk log and site manager reporting. Audit. Complaint.  Report is to show individual site statistics. Target stated is per site.
1C	Complete 98% of all collections on scheduled day as per schedule (excluding Bank Holidays) for confidential waste in any given calendar month	98%	Helpdesk log and site manager reporting. Audit. Complaint.  Report is to show individual site statistics. Target stated is per site.
2	Invoice, and back up spreadsheet, is provided within 15 days of the calendar month, accurate in the format specified in the contract document and using the variation documentation/process.	99%	Invoice in correct format, back up spreadsheet has all information to support invoice detailing cost per site / price per building/ weight/ type of waste by Trust.

3	Bank Holiday schedules identifying changes to normal collections to be communicated to the Authorised Officers, a minimum of two weeks in advance of the collection due date	97%	Reschedule or notification received by the Consortium Authorised Officers received
4	If a collection is missed for any reason, a re-scheduled collection must be carried out within 2 working days.	97%	Missed services rescheduled and completed – no missed rescheduled services
5	Provide a monthly summary report, electronically to the Authorised Officers or other nominated officer by the 10th working day of the month following the month of assessment in the Consortium agreed format.	100%	Monthly report to be provided to the Trust by the contractor.
6	On an annual basis the Contractor to provide the consortium with all licences and permits for all sites treating and disposing of Consortium waste, including sub-contractor documents. Any permits / licences changing throughout the year copies should be provided within 1 calendar month of change.	100%	Receipt of information
7	Response to formal complaints raised by Trust to be acknowledged within 2 working days and resolution as agreed with the Trust to be within 5 working days.	97%	Detailed log of complaints helpdesk issues to be maintained and reported to the Trust as requested.
8	Response to day to day operations issues to be resolved or action plan provided within the working day	97%	Detailed helpdesk log, customer reports and site managers reports
9.	To provide on request any report the Consortium may need to meet their statutory/mandatory obligations within 5 working days of request	100%	Reports received as requested.
10.	Consignment notes, are correct and accurately reflect waste streams collected	100%	4 consignment notes to be provided for each trust within each monthly report.
11.	No breach of confidentiality	100%	No breaches

## 14.6. Service Defaults

- 14.6.1. Should the overall service performance standards fall below 80% pass rate in any month the Consortium may demand, via a meeting with the Contractor's Directors, an immediate improvement strategy.
- 14.6.2. Should the overall performance standard fall below 80% on three successive months the Consortium will consider termination of the Contract.

**Table 2**

Percentage Applied	Default
95% - 100%	Full Payment to Contractor
90% - 94.99%	5% deduction of monthly contract invoice value
85% - 89.99%	7% deduction of monthly contract invoice value
80% - 84.99%	10% deduction of monthly contract invoice value
Below 80%	12% deduction of monthly contract invoice value. Monthly improvement action plan/strategy.

14.6.3. In the event of failures of the KPIs in any one month, rectification and escalation procedures as defined in the specification shall apply.

14.6.4. In the event that these are not resolved, the Consortium(s) may consider termination of the contract.

## 15. CONTRACT MANAGEMENT REQUIREMENTS

15.1. The contract will need regular monitoring throughout its duration by the Consortium and Contractor and will be managed as a high level contract as defined in the Consortium's Contract Strategy.

15.2. The contract manager will also support the Authorised Officers of the Consortium to implement the NHS national strategy for the management and provision of waste disposal.

### 15.3. Contract Reporting

15.3.1. It will be a requirement that a monthly quality assessment report will be provided by the contractor to the Authorised Officer by the 10<sup>th</sup> of the month following the month of assessment (KPI 4).

As a minimum each report will include:-

- Monthly KPI performance report, response times
- Progress on schedule and adherence to each waste stream work schedule
- Monthly contract financial report/invoicing monthly/detailed back up
- Details of any complaints received and the actions resulting
- Details of any 'service' quality failures, consequences and steps taken to prevent their re-occurrence
- A review of the previous month's assessment report, identification of any short fall in staffing, service levels and trends, together with steps being taken to improve performance
- Training compliance for all operatives

- Variations to contract
- Finance and invoicing
- Information Governance
- Risks, incidents, accidents, safety first
- Monthly weights and carbon emissions report for each waste stream by EWC

#### 15.4. **Contract Review Meetings**

- 15.4.1. The Contractor, and nominated sub-contractors representatives if required, shall attend on award within the first month a mobilisation meeting see Clause 20. These meetings may be weekly extending to monthly after the initial mobilisation period to be agreed.
- 15.4.2. This meeting will be formal, minuted as required by the Authorised Officer to discuss the contract in operation and the quality of service being delivered, discuss performance and review monitoring reports and to discuss and agree any necessary action to address areas of dissatisfaction.
- 15.4.3. The Contractor will not obstruct or withhold its agreement to any such necessary reasonable action.
- 15.4.4. All meetings will be at no cost to the Consortium.
- 15.4.5. In addition to contract review meetings, the Contractor will be required to make their Authorised Officers and/or senior manager available for specially convened meetings, as the particular need may arise, at no cost to the Consortium.
- 15.4.5.1. This requirement is designed to ensure that there is continuity and ownership of the Contract at senior management level.
- 15.4.6. The services in operation will be subjected to Quality Assessment and Control auditing. It will be for the Contractor to specify their intentions regarding service delivery frequencies and quality assurance and monitoring arrangements.
- 15.4.7. The successful contractor at all times will need to satisfy the management of the Consortium that the best standards of service are being achieved.
- 15.4.8. The Consortium Authorised Officer(s) will monitor the services in operation and audit the Contractor's monitoring information in respect of the service delivery standards being provided.
- 15.4.8.1. The aim of the Consortium's own monitoring arrangements is to verify the accuracy of the Contractor's assessments and reports.

15.4.9. Consortium Authorised Officer(s) shall have the right to inspect any area and enquire into any aspect of the provision of Services at any time with or without the Contractor.

15.4.9.1. Issues which arise over the quality assessment should be resolved initially between the Contractor and Authorised Officer.

15.4.9.2. Where no agreement can be reached the matter should be escalated to the Waste Safety Group, whose decision will be final.

## 15.5. **Variation of the Contract**

15.5.1. The Consortium reserves the right to add or delete services in the agreement to meet operational needs. This will be managed via the variation process for the contract.

15.5.2. All parties must notify, in writing, any proposed changes to the specification of the service being supplied against contract.

15.5.3. Notification of any such proposals shall be made a minimum of 90 days prior to the implementation date of any changes, unless a shorter period is formally agreed in writing.

15.5.4. Any variation to the terms of the Contract must be recorded in writing and executed by a director or authorised signatory of the Contractor and the Authorised Officer.

15.5.5. Such record of the variation in question must address all consequential amendments required to be made to the Contract as a result of such variation, including adjustment to the contract price.

15.5.6. Variations will take effect as from the date specified in the signed record of variation and shall not have retrospective effect unless expressly provided for in such record.

15.5.7. Each record of variation must be dated and sequentially numbered in duplicate using the form in Appendix 2.

15.5.8. The Consortium and the Contractor will be entitled to an original executed counterpart of the record of variation.

15.5.9. Where the new product or service is a direct replacement or substitute for a current contracted product or service, the new product or service shall be supplied at a price equal to or lower than the product being replaced, until the end of the contract.

15.5.9.1. The only exception is if a product is being replaced due to legislative changes where such costs will, when fully justified and agreed to, be passed on to the Consortium.

- 15.5.10. If a product or service becomes unavailable it will be up to the contractor to source an acceptable alternative product or service at the same cost to the Consortium within 30 days of notification.

## 16. DEROGATIONS

Sanitary Waste.

## 17. INTELLECTUAL PROPERTY RIGHTS

- 17.1. The Contractor to confirm and agree that all Intellectual Property Rights are in line with NHS Terms and Conditions as part of the services in accordance with the Specification shall be owned by the Consortium.
- 17.2. The Contractor shall ensure that all staff assigned an Intellectual Property Rights they may have in and to such deliverables to the contractor to give effect to the services included in this specification.

## 18. BUSINESS CONTINUITY

- 18.1. It is expected that all Contractors to the Consortium shall have up to date documented, audited and regularly tested procedures for the continuity of goods and/or services for the Consortium contract for each Trust in the event of the following:
  - 18.1.1. A major incident alert within the Consortium that may necessitate a very quick response and additional support for a particular incident, and/or
  - 18.1.2. An internal (e.g. staffing issue) or external (e.g. utilities failure) problem within or affecting the Contractor in the continued delivery of services.
- 18.2. Waste generated during a major incident may consist of Healthcare and/or Non-healthcare wastes (hazardous or non-hazardous).
- 18.3. The Consortium in conjunction with emergency services and the Environment Agency will advise the Contractor of the nature of the waste.
- 18.4. Contractor should note that subject to the nature of the major incident in question, additional bins/containers maybe required in addition to bins/containers already on site(s).
- 18.5. The Contractor to provide as part of the tender bid the continuity plans to provide assurance of maintaining service provision and will work in partnership with the Consortium in disposing of the waste generated by the Consortium for all the waste streams and specification elements at all times including any sub-contracted provision.
- 18.6. The continuity plans, will be initially reviewed and agreed between the Consortium and Contractor. Thereafter it will be expected that an annual review will be held and all plans updated where required.
- 18.7. All continuity measures in place will be provided by the Contractor at the



Contractors cost.

## **19. COMPLAINTS PROCEDURE**

- 19.1. The Contractor must provide within their tender proposal their internal complaints procedure.
- 19.2. The Contractor shall inform the Authorised Officer of any difficulties or complaints relating to the delivery of the security service within 24 hours of receiving such complaint.
- 19.3. Formal written responses to formal complaints raised by the Consortium are to be acknowledged within 3 working days and a date set jointly by the contractor and the Consortium for the resolution and any actions. (KPI 6)

## **20. SUSTAINABILITY (SOCIAL AND ENVIRONMENTAL)**

- 20.1. All contractors and sub-contractors must operate in an ethical and environmentally sound way.
- 20.2. As a minimum requirement the contractor must adhere rigorously to all relevant human rights, equality, labour, social values and environmental laws, in line with the Consortium's Sustainable Development Policy and Sustainable Procurement Policy and be able to demonstrate that modern slavery does not exist within their organisation.
- 20.3. The contractor should actively promote equality and diversity, and wherever possible seek to support the voluntary living wage and community partnerships.
- 20.4. The contractor should have a system in place to management their organisation's environmental aspects and significant impacts which are applicable to this contract, preferably independently verified to an accredited standard such as BS8555 or ISO14001 (include copies of certificated evidence).
- 20.5. The contractor will be required to work in partnership with the Consortium to improve the environmental impact of the products / services provided over the lifetime of the contract and assist the Consortium to reduce its carbon footprint in the provision of these products / services, in line with the Consortium's Sustainable Development Strategy 2015-2020.
- 20.6. The Consortium aims and objectives of the contract are to
  - Reduce the overall Environmental and Social impacts of waste;
  - Use the most favourable treatment and disposal options in line with the Waste Hierarchy, including the use of waste minimisation, segregation, re-use, recycling and recovery methods;

- Provide the most economical return for the Consortium by reducing baseline waste management/disposal costs and carbon footprint
- Work in close partnership with the appointed contractor(s) to achieve these aims and objectives
- Over the course of the contract, the Consortium in partnership with the Contractor will lead a staff behavioural change programme aimed at improving the segregation of waste at source (and thus diverting waste from the clinical waste stream to offensive and diverting waste from the general domestic waste stream to recycling streams).

20.7. The Consortium will rely on the appointed Contractor(s) to actively develop, improve and maintain all post-collection waste services, including the promotion of re-use and recovery opportunities.

20.8. The Consortium recognises that there is a potential value for some recyclable waste streams and is keen to ensure that both sustainable and economically advantageous recovery routes are established and maintained throughout the life of the contract.

## 21. **IMPLEMENTATION**

### 21.1. **Contract Mobilisation**

21.1.1. The Contractor will need to hold regular meetings with the Consortium to facilitate the smooth mobilisation of the contract.

21.1.2. Timescales for the mobilisation period will include milestones and individual deadlines and contractors will need to be available up to three calendar months prior to an agreed contract commencement date.

21.1.3. The mobilisation plans will need to be updated and monitored through the mobilisation period ensuring that the Consortiums are aware and understands the contract deliverables, and any associated changes that will affect operational services and what this involves.

21.1.4. The contractors will be expected to carry out site surveys during the tender period and use existing information to:

- Provide information on number of bins and size by waste type required
- Review vehicle access and provide detailed routes
- The proposed collection schedule for each individual site within the Consortium once the contract commences, clearing existing containers if required.
- Proposed plan for the ordering and delivery of new

bins/containers to the Consortium

- The method of transportation to be used for the collection of waste
- Details of recruitment, training and development and mobilisation of staff to service/deliver the contract
- The co-ordination of any sub-contracting/third party arrangements required to fully service the contract as specified
- Proposed timetable to complete duty of care audits on a selection of sites proposed to treat / dispose of the consortium waste streams.
- The Contractor is at liberty to nominate a revised collection frequency if this suits the Consortium and does not adversely affect the overall cost of the contract.
- Proposals will be agreed in with the Consortium prior to the contract commencing.
- The Consortium reserves the right to reject requests to alter collection frequencies.

21.1.5. It is expected that full resource and provision of service will be available to manage the mobilisation of the contract on the agreed commencement date.

21.1.6. Timescales for the mobilisation period will be agreed between the Contractor and the Consortiums but will be within one calendar month of contract award.

21.1.7. The Contractor will be required to have regular contact with the Consortium Authorised Officers throughout the mobilisation period. These can form phone calls, emails, video conferences and meetings at least on a weekly basis.

21.1.8. The Contractor will provide key information which will include contact details, services and procedures, contract objectives, contract specific details and principles, roles and responsibilities for colleagues and contract Contractors. Agree the reporting of performance, and the variation process for any changes to the contract required, structure, escalation and complaints processes.

## 21.2. **Communication Strategy**

21.2.1. The Contractor is to provide and agree a communication strategy with the Consortium and disseminate to colleagues and subcontractors for clear understanding at all levels.

21.2.2. The Contractor may be expected to visit sites and premises with the Authorised Officer to meet with site service leads as required to support the communication strategy.

21.2.3. Further successes with communications will be achieved by utilising web pages, bulletins, workshops, meetings and other media.

## 22. FINANCE

### 22.1. Purchase Order/Consortium Standing Financial Order

The Contractor cannot progress the contract or any work without a fully authorised and approved purchase order which will be supplied by the Consortium on an annual basis.

### 22.2. Invoicing

Subject to approval, payments are made 30 days following receipt of invoice using the NHS Shared Business Service. All invoices must be addressed as follows for each organisation in the consortium:

Consortium name	DoH Code	SBS code
Southern Health NHS Foundation Trust F225 Phoenix House Topcliffe Lane Wakefield WF3 1WE	RW1	F225
Solent NHS Trust F595 Phoenix House Topcliffe Lane Wakefield WF3 1WE	R1C	F595

22.2.1. For the avoidance of doubt it is the supplier's responsibility to ensure the invoice is submitted for payment. Please note the Tradeshift, point 22.3.

22.2.2. All invoices will be issued and paid in arrears. Full breakdown (in excel format) to include:

- Site Location
- Date(s) of collections
- Waste stream per collection – by cost & weight
- Number and size of each containers collected;
- Total cost for each location;
- Any bin or other equipment rental where appropriate;
- Detail of consignment/collection/transfer/admin charge(s);

22.2.3. For each Trust an invoice breakdown with full data for the charge must be sent monthly to each Trust lead within 15 KPI 2 working days of month end.

- 22.2.4. Back up data provided by the contractor(s) must have full data and information of each collection carried out by location and by waste stream in each invoicing period.
- 22.2.5. The invoices shall be structured so to allow a transparency of charges and be easily auditable by the authorised officers.
- 22.2.6. Where sub-contracting arrangements do exist, the Contractor shall arrange for all invoices to be consolidated within the monthly invoice from the main Contractor.
- 22.2.7. Any associated administration/additional charges for the management of third parties and/or sub-contracted services (including the consolidation of collections, invoicing arrangements etc.) must be included in your quote.
- 22.2.8. Where sub-Contractor/third parties are used to manage various waste streams on behalf of the Consortium via the Contractor(s), the Contractor(s) is responsible for managing and coordinating all invoicing arrangements.
- 22.2.9. Opportunities for cost-efficiencies may arise over the course of the contract that favourably affects the cost of service delivery for the Contractor(s).
- 22.2.10. For instance opportunities may be found within the supply chain and contractors should encourage and share proposals accordingly.
- 22.2.11. The Consortium will expect Contractor(s) to update their Pricing Schedules to reflect such cost-efficiencies.

### **22.3. Tradeshift**

- 22.3.1. Bidders can send invoices to NHS SBS electronically using the Tradeshift service, which is quicker and provides increased visibility of the invoice during processing compared to a postal submission. It also assists the Consortium by providing an increased number of days to process the invoice.
- 22.3.2. For suppliers it is free to register for Tradeshift. Further details and registration can be found at this website. [www.tradeshift.com](http://www.tradeshift.com).
- 22.3.3. Registration and use is a requirement within three months of the contract award.

## **23. EXIT ARRANGEMENTS**

- 23.1. Appropriate arrangements will be made for service exit or termination (early or upon natural contract expiry).

- 23.2. It will be expected that the Contractor will provide a handover to the next service provider upon retender or handing the service provision back to the Consortium including any necessary asset, skill, licence and knowledge transfer, with no additional costs to the Consortium.
- 23.3. At the end of the Contract Period (howsoever arising) and/ or after the Contract Period the Contractor shall provide assistance to the Consortium and the Replacement Contractor in order to ensure an effective handover at no cost to the Consortium.
- 23.4. Where the end of the Contract Period arises due to the Contractor's Default, the Contractor shall provide such assistance free of charge.
- 23.5. At the end of the Contract Period (howsoever arising) the Contractor shall immediately deliver to the Consortium upon request all Property (including materials, documents, information and access keys) used in the performance of its obligations under the Contract in its possession or under its control or in the possession or under the control of any permitted sub-contractor.

## Appendix 1 – Asset List

See uploaded document Appendix 1 – Solent Site Information

See uploaded document Appendix 1 – Southern Health Site Information

## **Appendix 2 - Variation to Contract Form**

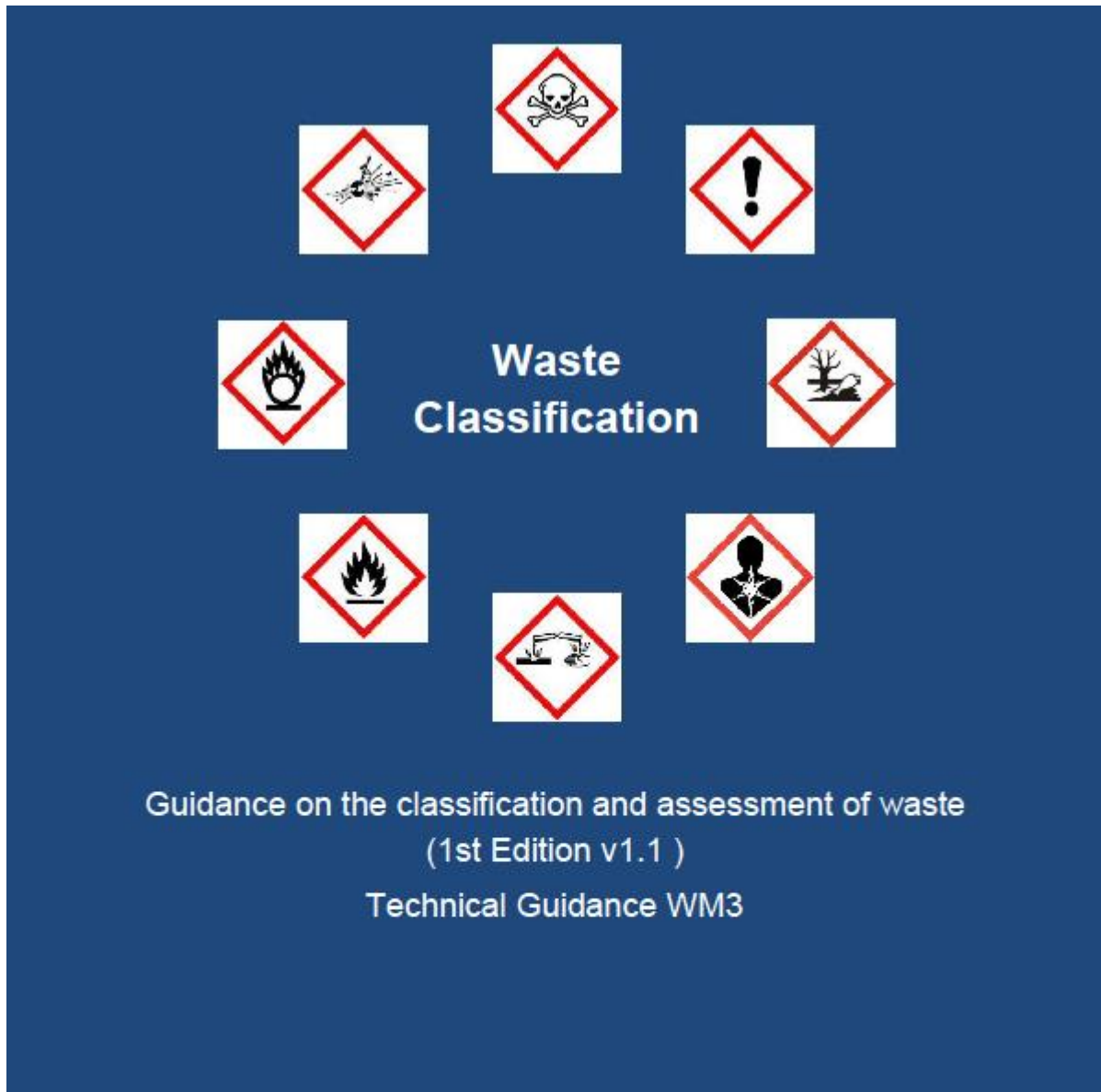
**See uploaded 'Appendix 2 – Variation to Contract Form'**



## **Appendix 3 –Pricing Matrix**

**For the purpose of the tender this is downloadable from the e-tendering Portal as ‘Appendix 3 Pricing Matrix - Financial Schedule’**

## Appendix 4 – Restricted Sites Guidance Document



## **Appendix 5 – Estate Services Site Rules/Procedures**

**See uploaded 'Appendix 5 – Estate Services Site Rules'**

## **Appendix 6 – Condition Survey Validation Template**

**See uploaded ‘Appendix 6 – Condition Survey Validation’**

## **Appendix 7 – Domestic premises collection Template**

**See uploaded 'Appendix 7 – Domestic Premises Collection'**

## Appendix 8 – Draft NHS Terms and Conditions of Service Contract Version January 2018



Draft  
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Readable version on e-tendering Portal