

## General Services Specification

### 1.0 Best Value & Comprehensive Performance Assessments

- 1.1 The Council reviews the Services it provides to the residents. Any further reviews of the Services will be undertaken jointly between the Contractor and the Authorised Officer who will canvass opinion from residents that the standard of Services required by the Contract is being achieved. The Contractor will be required to co-operate with the Authorised Officer throughout the Contract Period in the collection of information to satisfy the Performance Indicator information collection systems and improving the Services to meet the aspirations of the residents. If such improvements are necessary to enable the originally Contracted Services to be performed then no additional payment will be made to the Contractor in making any such improvement.
- 1.2 The Contractor shall undertake the following actions in order to assist the Council in its formulation of Best Value information requirements:
- 1.2.1 Undertake customer satisfaction surveys annually as agreed with the Authorised Officer;
  - 1.2.2 Information provision to allow for the calculation of nationally specified Best Value performance indicators;
  - 1.2.3 Information provision to allow the calculation of locally derived performance indicators;
  - 1.2.4 Provide information requested by the Council for benchmarking studies with other local authorities;
  - 1.2.5 Attend focus group meetings and other review related activity;
  - 1.2.6 Attend review meetings to discuss performance with the Council Officers.

**2.0 Quality Control**

- 2.1 The Contractor is expected to maintain a high level of Services at all times. For this purpose it is expected that the Contractor shall implement sound quality assurance standards, which incorporate self-monitoring procedures, customer feedback and spot checks.
- 2.2 To formally monitor the performance of the Contractor, the Authorised Officer or their representative will undertake random surveys. Random surveys will form part of a quality control procedure to assist the Authorised Officer in determining the quality of the Services provided by the Contractor.
- 2.3 Missed collections, complaints, customer liaison, damaged bins or bin deficiencies, unsatisfactory storage arrangements and other similar occurrences necessitating remedial action by the team, supervisors or management must be dealt with promptly and efficiently by the Contractor in such a manner as to promote customer satisfaction.
- 2.4 All quality records shall be open to inspection by the Authorised Officer at any time to ascertain whether or not the required standard of Services is being met. Random surveys will form part of a quality control procedure to assist the Authorised Officer in determining the quality of the Services being provided by the Contractor.
- 2.5 The Contractor's workforce shall take care not to damage Council or private goods or property and shall treat all premises with respect and proper care. Any damage caused shall be immediately reported to the Authorised Officer, and repairs or replacement shall be carried out forthwith at the Contractor's expense.

**3.0 Communications**

- 3.1 In order to promote the efficiency and effectiveness of the Services, all vehicles used in connection with the provision of the Services, including those used or intended to be used by the Contract Manager and supervisors, are to be provided with two-way communication equipment. The Contractor will be required to provide and maintain such equipment at their expense.

**4.0 Contractors Premises**

- 4.1 The Contractor will provide premises with adequate accommodation to house the Contractor's operational staff, office equipment and sufficient garaging and parking for all vehicles engaged in the Services.
- 4.2 The Contractor will arrange for all necessary planning permissions as required for the provision of premises associated with the Services.
- 4.3 The premises should preferably be located within the Borough. Contractors should note that the prescribed response times in this contract will mean that the contractor's depot facilities will need to be within a distance commensurate with these requirements.
- 4.4 The premises shall be staffed during normal working hours to receive reports from the Authorised Officer both verbally and electronically.

**5.0 Supervision**

- 5.1 The Contract Manager shall work exclusively for this Contract only, and shall be available in person during the hours of 0800 – 1700 hours Monday to Friday inclusive, in order to deal with the management of the

Contract. The only exception to this requirement shall be during periods of sickness and annual leave.

- 5.2 The Contractor shall provide an agreed number of suitably qualified and experienced supervisory staff, in addition to the Contract Manager to ensure that the Employees are at all times supervised and perform their duties to the Contract Standard. The Contractor's Supervisors shall work exclusively for this Contract.
- 5.3 The Contractor's Supervisors shall report (either in person or by telephone) to the Authorised Officer or their representative on a daily basis, at a time to be set by the Authorised Officer.
- 5.4 In the event of the Contract Manager being absent, the Contractor will ensure that a supervisory Employee will be available to cover the Contract Managers duties in full, and the Authorised Officer will be notified immediately.
- 5.5 The Contract Manager and all supervisory Employees will be employed on a permanent basis by the Contractor. Under no circumstances will temporary, casual or employment agency workers be used to fulfil these roles.

## **6.0 Enforcement and Education**

- 6.1 The Council has a policy of enforcement in respect of the illegal depositing of Waste on the public highway wherever it may occur throughout the Borough. The Contractor will be required to co-operate with the Authorised Officer in this task by providing evidence and statements in order to instigate legal proceedings against offenders.
- 6.2 The Council has a policy of educating the public in respect of the deposit of Waste and campaigns are undertaken to bring specific issues to the attention of residents. The Contractor will be required to assist and support the Council in delivering any educational initiative.

## **7.0 Short Cut Methods and Discipline**

- 7.1 Employees of the Contractor shall be required to behave in an orderly manner. If, in the opinion of the Authorised Officer, the conduct of any of the Contractor's Employees, whilst performing the Services, is unacceptable, the Contractor will investigate the matter and if appropriate, discipline the Employee(s) concerned.
- 7.2 The Authorised Officer shall be entitled in their absolute discretion after discussion between a senior officer of the Council and a senior executive of the Contractor (unless the case is one in which urgent action is considered appropriate by a senior officer of the Council and there is insufficient time for discussion to take place) to require the Contractor, by notice in writing, to revoke the designation of the Contract Manager. The Contractor shall forthwith terminate the designation of such person and shall within 14 days of the Authorised Officer's notice provide a suitable replacement approved by the Council.
- 7.3 Without prejudice to Condition , after consultation with the Contracts Manager and discussion between a senior officer of the Council and a senior executive of the Contractor (unless the case is one in which urgent action is considered appropriate by a senior officer of the Council and there is insufficient time for discussion to take place) the Authorised Officer shall be entitled in their absolute discretion to require the

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Contractor, by notice in writing, to remove either temporarily or permanently from work, or prevent from working, in or about the provision of the Service (or any part thereof) any officers or employees of the Contractors or other persons specified in such notice (which shall state the Council's reasons for the requirement). Upon receipt of such notice, the Contractor shall forthwith remove such employees from or (where they are not already engaged therein) prevent such persons from being involved in, the provision of the service (or the part thereof stated in such notice) and shall as soon as reasonably practicable thereafter provide a suitable replacement if required by the Council.

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7.4 Within 24 hours of any incident involving the Contractor's Employees, the Contractor shall submit a written report setting out the findings of their preliminary investigations.

7.5 Methods of operation that would impair safe working arrangements or give rise to nuisance or damage to private property or inconvenience to residents are unacceptable. Totting and bulking up of Waste are not acceptable operations. Evidence of these operations shall be reported to the Contractor for appropriate action.

### **8.0 Programme of Work**

8.1 The Contractor shall submit a full and detailed programme for the provision of the Services not later than twelve Weeks before the commencement of the Contract, or within such time period as agreed with the Authorised Officer.

8.2 The programme will be subject to the approval of the Authorised Officer. The approval of the programme does not however remove the Contractor from any of thier Contractual responsibilities.

8.3 The programme shall include details of all rounds to be worked for Household Waste Collections, Commercial Waste Collections and Street Cleaning operations, and shall include the day(s) each road, part of road or premises are programmed to be serviced. This information shall be provided in an electronic format that is compatible with the Council's IT system, and shall include colour coded maps and lists of work programmed per day per round in chronological order. For scheduled work, this programmed progress shall not be deviated from without the approval of the Authorised Officer on each and every occasion since the Authorised Officer will monitor the quality of work undertaken throughout the course of each day. Failure to gain such approval shall be deemed to be a default in the performance as defined in the Contract.

8.4 For the avoidance of any doubt, unless specific times of the day are given for a particular operation, then all operations that are to be repeated at a given frequency shall be programmed so that there is an equal time interval between each operation and the preceding and subsequent operations.

8.5 The programme shall include details of all rounds to be worked and the day(s) on which Household Waste and Commercial Waste is to be collected from every road or part of road and premises in the Borough.

8.6 The programme of work shall not be altered in any way without the prior written permission of the Authorised Officer.

8.7 Should the Contractor wish to make variations to the programme, prior to Contract Commencement or at any time during the Contract Period, the Authorised Officer should be given sufficient notice in order that the proposed variations can be checked for suitability and approval given. Once this revised programme has been agreed by the Authorised Officer it shall not be altered in any way.

8.8 Variations to the programme will only be permitted subject to the prior approval of the Authorised Officer and failure to seek or gain such approval shall be deemed to be a default in Performance as defined in the Conditions of Contract.

8.9 Breakdowns or other emergencies that cause delay or prevent the programme being fulfilled shall be notified forthwith to the Authorised Officer who shall be entitled to issue appropriate instructions.

**9.0 Emergency Services**

9.1 The Contractor will provide an emergency call out Services 24 hours per day, 7 days per Week to respond to any incidents which in the opinion of the Authorised Officer are of an emergency nature.

9.2 Details of emergency call out staff together with telephone numbers will be made available to the Authorised Officer and updated as necessary.

9.3 The Contractor will respond to all emergency call outs within one hour of a request made by the Authorised Officer or their representative, and complete the Services within 3 hours of a request from the Authorised Officer. Where the Emergency Services are undertaken through the diversion of resources deployed on the main elements of the Contract, the Contractor will be required to catch up with the normal scheduled work within 24 hours after the end of the Emergency situation or as agreed with the Authorised Officer.

9.4 **Examples** of occurrences which the Authorised Officers shall consider as emergencies are:

9.4.1 Clearance of road traffic accident debris, broken glass or debris;

9.4.2 Damaged bus shelters including broken glass;

9.4.3 Debris or loads spilled from vehicles;

9.4.4 Oil spillage on carriageway requiring sanding down, including provision of the sand and the subsequent sweeping up of the sand distributed;

9.4.5 Dead animals on roads, beaches etc., but excluding those from private addresses;

9.4.6 Where the Services required are the same as or similar to the normal Contract Services, then the appropriate rates in the Pricing Schedule shall apply. In all other cases, the Schedule of Daywork Rates will apply.

**10.0 Waste Disposal**

10.1 Responsibility for providing waste disposal facilities presently lies with East Sussex County Council (the "Waste Disposal Authority") whose headquarters are at: County Hall, St Annes Crescent, Lewes BN7 1UE.

10.2 All enquiries regarding Waste disposal facilities available should be addressed to the Waste Disposal Authority and a copy forwarded to the relevant Authorised Officer.

10.3 The Contractor shall deliver all Waste to a site as directed by the Authorised Officer. Details of the current Waste disposal sites are provided within schedule ??????.

10.4 There may be occasions when Waste needs to be transferred to other sites. The Contractor will be required to comply with any instruction to do so from an Authorised Officer, at no extra cost to each Council.

10.5 If the Contractor is directed to dispose of waste at an alternative location outside the area administered by the Council, the Council will

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pay the Contractor only such "Tipping Away" payments as the Waste Disposal Authority grants to the Council.

- 10.6 If the Contractor wishes to operate outside a sites' contracted hours, then they should make arrangements with the Waste Disposal Authorities/Waste Disposal Contractor, through the Authorised Officer. The Contractor will be responsible for any charges made by them in complying with their request.
- 10.7 The periods during which disposal sites are open to receive Contract Waste are at the discretion of the Waste Disposal Authority and therefore no liability of any kind will be accepted by the Council should such periods be temporarily or permanently varied.
- 10.8 If, due to bad weather or any other circumstances, any of the approved disposal sites are unavailable for use, the Contractor must deliver the Waste to other approved disposal sites designated by the Waste Disposal Authority. Additional payment for this diversion will be made in accordance with clause 10.5 above.
- 10.9 The Contractor will be responsible for keeping themselves informed of any changes that the Waste Disposal Authority or its Waste Disposal Contractor may make to the current arrangements.
- 10.10 The Contractor will be responsible for ensuring that they and their employees are aware of and comply with the Health and Safety Instructions issued by the Waste Disposal Contractor for site users and any amendments they may make from time to time to those Instructions.
- 10.11 The Contractor must ensure that he and his employees are aware of and comply with any operational requirement specified by the Waste Disposal Authority whilst at any of the Disposal Sites.
- 10.12 Any charges levied by the Waste Disposal Contractor for the supervision of overweight vehicles will be paid by the Contractor.
- 10.13 All disposal charges arising from this Contract will be paid by the Council unless there are circumstances where it is deemed, by mutual agreement between the Council and the Contractor, to be inappropriate.
- 10.14 Paper – The Contractor shall deliver all paper, collected separately for the Council, to a site as directed by the Authorised Officer. All income for the recycling of the paper will be received by the Council.
- 10.15 Dry Recyclables (except paper) – The Contractor shall deliver all dry recyclables, collected separately for each Council, to a site as directed by the Authorised Officer. All income for the recycling of the dry recyclables will be received by the Council.
- 10.16 Green Waste – The Contractor shall deliver all Green Waste, collected separately for the Council, to a site as directed by the Authorised Officer. All income for the recycling of the green waste will be received by the Council.
- 10.17 The Council will not be responsible for any damage to Contractor's vehicles resulting from visits to Waste disposal sites. Recurrent problems arise due mainly to drivers allegedly not keeping to the temporary roadways and being aware of the correct procedure whilst they are at the Waste disposal site.

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10.18 The Contractor shall at all times adhere to the requirements of the EPA and with particular regard to Duty of Care.

10.19 The Contractor will keep copies of all completed Waste Transfer Notes, which will be available for inspection by the Authorised Officer.

### **11.0 Insurance Claims**

11.1 The Contractor shall at all times maintain adequate Public Liability and Motor Vehicle Insurances and shall indemnify each Council against any claims arising as a result of their accounts in the execution of this Contract.

### **12.0 Duty of Care Regulations**

12.1 The Contractor shall at all times adhere to the requirements of the Environmental Protection Act 1990, and have particular regard to the Duty of Care Regulations.

12.2 It shall be the responsibility of the Contractor to ensure that all Waste transfer notes are completed satisfactorily by the Council's Commercial and Clinical Waste customers every 12 Months.

12.3 Copies of all completed transfer notes shall be available for inspection by the Authorised Officer.

12.4 The Council will not be liable for criminal proceedings that may result from failure to comply with this provision. Any costs that may be incurred by the Council as a result of this breach shall be recoverable by the Contractor by way of liquidated damages. Default Notices may also be issued.

### **13.0 Publicity**

13.1 Neither the Contractor nor their employees shall give or suffer or permit to be given any information concerning the Services for use by or publication in the press or radio, television or cinema screens, or in any other media whatsoever the written approval of the Authorised Officer.

### **14.0 Social Inclusion**

14.1 The contractors operatives visit all areas within the Borough, on a regular basis, and to ensure every effort is undertaken to provide a safe and healthy environment, the Contractor's staff will be required to report incidents to the Authorised Officer, in order that immediate action can be taken. Types of incidents that are required to be reported are pot holes, broken pavements, anti-social behaviour, fly-tipping, suspicious activity, properties where residents may require help, and any damage. This list is not exhaustive, but given as a guide.