

Our Ref: NG/RM/24024  
Date: 9<sup>th</sup> February 2024

Nicola Griffiths  
Deputy Director of Governance  
North Staffordshire Combined Healthcare NHS Trust  
Lawton House  
Bellringer Road  
Trentham  
ST4 8HH

Reception: 0300 123 1535

Dear

### Freedom of Information Act Request

I am writing in response to your e-mail of the 17<sup>th</sup> January 2024. Your request has been processed using the Trust's procedures for the disclosure of information under the Freedom of Information Act (2000).

#### ***Requested information:***

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.

#### **The details required are as follows:**

- Suppliers who applied for inclusion on each framework/contract and were successful and not successful at the PQQ & ITT stages. **N/A. Contract was directly awarded to the incumbent supplier.**
- Actual spend on this contract/framework (and any sub lots), from the start of the contract to the current date. **£269k.**
- Start date and duration of framework/contract. **30/10/2021, Contract Duration three years.**
- Could you please provide a copy of the service/product specification given to all bidders for when this contract was last advertised? **Please see Appendix 1 attached.**
- Is there an extension clause in the framework(s)/contract(s) and, if so, the duration of the extension? **Yes, there is an extension clause of one plus one years.**
- Has a decision been made yet on whether the framework(s)/contract(s) are being either extended or renewed? **No, not at this time.**
- Who is the Senior Officer (outside of procurement) responsible for this contract + contact information? **Energy, Environmental & Contracts Manager (Estates)**
- Who is the Infection Control Lead responsible for the Trust + contact information? **Head of Infection Prevention and Control (IPC)**
- Who is the Procurement Lead for Clinical Waste contracts for the Trust + contact information? **Buyer, Integrated Supplies & Procurement Department, North Midlands, and Black Country Procurement Group.**
- Who is the Environmental/Sustainability Lead for the Trust + contact information? **Energy, Environmental & Contracts Manager (Estates)**

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Chairman: David Rogers  
Chief Executive: Dr Buki Adeyemo  
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- Who is the Waste Management Lead for the Trust + contact information? **Energy, Environmental & Contracts Manager (Estates)**
  - Who is the Health and Safety Lead for the Trust + contact information? **Health and Safety Advisor**
- Corporate email addresses are exempt as they constitute personal data and would contravene the principles of the Data Protection Act 2018 (in accordance with qualified exemption S40 (2)(a) of the FOI Act). Details of members of staff and e-mail addresses can be sought from Departments directly and can be contacted via our Main Switchboard at the Harplands Hospital on 0300 123 1535**
- Who is the current Clinical Waste incumbent (service provider)? **Tradebe.**
  - Does the Trust make use of reusable or disposable sharps containers and who is the service provider? **Yes, the Trust uses Daniels Sharp bins, clinical waste is removed from the Trust by Tradbe.**

If you are dissatisfied with the handling of your request, you have the right to ask for an internal review of the management of your request. Internal review requests should be submitted within two months of the date of receipt of the response to your original letter and should be addressed to: Dr Buki Adeyemo, Chief Executive, North Staffordshire Combined Healthcare Trust, Trust Headquarters, Lawton House, Bellringer Road, Trentham, ST4 8HH. If you are not content with the outcome of the internal review, you have the right to apply directly to the Information Commissioner for a decision. The Information Commissioner can be contacted at: Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF.

Yours sincerely



**Nicola Griffiths**  
**Deputy Director of Governance**



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## Schedule 5a - Specification

### Framework Agreement for the supply of Waste Management and Minimisation Services

#### Introduction

NHS Shared Business Services Ltd works with its Participating Authorities on the purchase of goods and services, with its primary aim being to work collaboratively with those Participating Authorities who specify the products or services which are appropriate for their requirements.

The objective of this project is to implement a contractual vehicle to facilitate the procurement of quality, value for money products and services by Participating Authorities.

NHS SBS has a track record of running successful collaborative procurement exercises and it is very much envisaged that the new Framework Agreement will become the vehicle through which a large proportion of advice is sought and procured by Participating Authorities.

The framework agreement will be for the benefit of NHS organisations aligned to NHS SBS. All tender responses should be reflective of the amalgamation of these Participating Authority(s) into a wider remit and that this may extend out over a wider geographical area within the period of this agreement. At the discretion of NHS SBS, this could include other NHS bodies (whether acting individually, or on behalf of, or together as members of any consortia) along with any other NHS bodies which NHS SBS deems necessary for the delivery of **Waste Management and Minimisation Services** to NHS bodies, local authorities, other government departments or non-departmental public bodies charged with the delivery of healthcare or health related services.

#### Aims and Objectives of the Framework Agreement

- i) Improve the overall services on each Participating Authority Site
- ii) Protect public health
- iii) Reduce the environmental impact and volumes of waste
- iv) Contribute towards creating social benefits for NHS SBS Participating Authorities
- v) Provide the most economical advantageous return for NHS SBS Participating Authorities and Member Participating Authorities:
  - a) by reducing baseline waste management costs
  - b) by delivering further savings through waste reduction and recycling.
  - c) by providing Total Waste Management services
- vi) Aim to achieve Zero to Landfill for Participating Authorities

#### Waste Product Requirements

The list of product areas for which we would like you to tender can be found below and within the Tender Schedule (Framework Agreement Offer Schedule - Document 6). Should you have any products which you feel would be of benefit to Participating Authorities outside of the product areas listed below, please list these and identify them clearly below this list of product areas in place. Contractor(s) can nominate any number of models or products they believe are compliant with the specification.

For all products for which you tender, please ensure that you list all sizes you stock available if applicable. Where applicable, please ensure that consumables listed are where possible compatible, and identified as compatible with the equipment you are tendering. There is a Further Information column where this can be included where applicable.

The framework shall be flexible to meet the needs of Participating Authorities both now and for the duration of the contract. It is not currently known as to which Participating Authorities will participate in this Framework Agreement and therefore which specific products and volumes of products are required. As such Contractor(s) should provide a comprehensive list of products available to prospective Participating Authority Participants and provide pricing for both best price and any applicable volume discounts.

Once appointed to the framework contract, Contractor(s) may be invited to submit quotations and proposals for more specific capital work.

NHS SBS invite Contractor(s) to submit any pricing opportunities available for Participating Authorities. This can be opportunities for volume bandings, multi-Participating Authority pricing and commitment discounts. Contractor(s) are to reflect these offerings on Schedule 6 – Offer Schedule.

## **5 Scope**

- 5.1 The Framework Agreement specification describes the services and the way in which the services are to be provided by the Contractor for the collection, transportation, minimisation and appropriate disposal method at agreed locations for incineration, energy recovery from incineration, alternative treatment and or landfill of clinical and domestic healthcare waste streams.
- 5.2 The Framework Agreement will encompass the segregation, recycling, collection, treatment and final disposal of:
- Lot 1 - Clinical Healthcare Waste: to include (but is not exclusive to) clinical waste, offensive (hygiene) waste, pharmaceutical waste (including cytotoxic and cytostatic medicines), anatomical waste, sharps and laboratory wastes (cultures and chemicals used in the diagnosis, provision and treatment of human healthcare) and wastes that are dangerous for carriage. All such waste streams may cause infection or prove hazardous to any person coming into contact with them.
  - Lot 2 – Reusable Sharps
  - Lot 3 – Sanitary and Washroom Services
  - Lot 4 - Domestic, Offensive Healthcare, Hazardous Non Healthcare, Ferrous and Non-Ferrous Metals, Confidential and Miscellaneous Waste
  - Lot 5 – Confidential Waste Destruction and Disposal
  - Lot 6 - Total Waste Management (TWM) service to cover all other waste streams
- 5.3 The contracts derived under the Framework Agreement are intended to be a partnership agreement between the Participating Authority(s) and the nominated contractor(s).
- 5.4 The Framework Agreement specification alongside the NHS Terms and Conditions of Contract for Goods and Services, and supplementary Terms and Conditions of Contract, outline the service, parameters and requirements of the Participating Authority(s) required from the nominated Contractor(s) during the course of this Framework Agreement.
- 5.5 The overriding principal must be adherence to the intent of the specification to undertake the services, meeting with the satisfaction of the Participating Authority(s) authorised officers and the achievement of the Participating Authority(s) KPI's.
- 5.6 All Contractor(s) will be invited to visit all of the Participating Authority(s) sites applicable to this Framework as and when required, during the Mini Competition tendering process, in order to familiarise themselves of specific site requirements and understand wider issues such as vehicle access. It is recommended that this be completed prior to the Mini Competition tender bids being submitted. Contractor(s) are requested to contact Participating Authority representatives to arrange suitable dates and times for site visits.
- 5.7 Locations/collection frequencies and other details specified by the Participating Authority(s) provided within their bespoke contract specification are subject to change/alteration during the duration of the subsequent Mini Competitions. The Participating Authority(s) reserve the right to add or deduct sites as appropriate.

## **6 Legislation, Regulation and Guidance**

- 6.1 Contractor(s) must provide full details of any convictions or prosecutions brought against the company for the failure to comply with waste legislation and any other applicable legislation or regulations during the past three years within their tender proposal.
- 6.2 Attached for information is Appendix A, a list of legislation and guidelines that are applicable to the Framework Agreement and any contracts derived under the Framework Agreement. The list is not exhaustive and will be regularly reviewed and updated in line with new legislation, regulation and guidelines during the term of the Framework Agreement to ensure the Participating Authority(s) meets their individual duty of care.
- 6.3 Contractor(s) must provide a written statement of conformity within their tender proposal on how they comply with current waste regulations/guidance/HTM07:01.
- 6.4 Attached as Appendix A, is a list of regulations and best practice guidance that will be introduced and revised during the term of the Framework Agreement. Contractor(s) are requested to provide a written statement within their tender proposal on how these changes may affect their ability to operate the contract or if there will be an impact on costs provided within their tender submission in future.
- 6.5 The Contractor(s) will be required to prepare and present proposals to the Participating Authority(s) that encompass new legislation, regulation and best practice as and when enacted.
- 6.6 If any statutory requirements or regulations are found to be contravened by the Contractor(s) or any sub-contractor working on his behalf, the Participating Authority(s) will reserve the right to terminate any contract(s) derived under the Framework Agreement and will be terminated from the Framework Agreement in accordance with NHS Conditions of Contract for the Supply of Goods and Services 2017 for any material breach.
- 6.7 Contractor(s) must provide details of any trade bodies/associations they are accredited to or members of (Sanitary Medical Disposal Services Association, Chartered Institute of Waste Management, Environmental Services Association etc.).



Appendix A -  
Legislation and Guideli

## **7 Licences**

- 7.1 The Contractor(s) must submit copies of all certificates and licences, as relevant to the Framework Agreement, and Contractor(s) will be asked at Mini Competition stage to submit copies of certificates and licences in particular:
- Waste Carrier Registration Certificate(s)
  - Waste Broker Registration Certificate
  - Mobile Plant Licence(s)
  - Exemption(s) from waste management licensing
  - Local Authority Authorisation(s)
  - Transfer Station Licence(s)
  - Waste Management Licence(s) Healthcare Waste and Hazardous
  - Healthcare Waste Streams

- Integrated Pollution Prevention and Control (IPPC) Permits & Pollution
- Copy of sub-contractor licence(s) and permit(s) where applicable
- Copies of up-to date weighbridge equipment documentation
- Prevention and Control (PPC) Permit(s)
- DGSA Certificate
- WEEE Certificate (s)
- Environmental Permits
- Scrap Metal Dealer Site License
- Hazardous Waste Consignment Notes

- 7.2 Contractor(s) must provide details/copies of any other licences the Contractor believes are relevant to the Framework Agreement.
- 7.3 The Contractor(s) must ensure that all waste is treated by approved methods that are authorised by the Environment Agency and/or local authority. Treatment processes operating without appropriate authorisation must not be used.
- 7.4 The Contractor(s) shall immediately advise the Participating Authority(s) 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.
- 7.5 The Contractor(s) will be responsible for all costs associated with finding an alternative Contractor(s)/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.
- 7.6 The Participating Authority(s) will require sight of the original licences and other relevant documents on a regular basis and will reserve the right to inspect any transit station and disposal facilities at any reasonable time, as implied under the Code of Practice 'Waste Management the Duty of Care'.
- 7.7 Contractor(s) are advised that the Participating Authority(s) will not award any part of the contract to a Contractor(s) or Sub-Contractor(s) who are unable to provide formal evidence of any of the required licences necessary to operate this contract within their tender proposal.
- 7.8 The Contractor must carry out all works expeditiously and in strict compliance with all relevant legislation. This shall include (but is not limited to): Control of Pollution Act 1974, Health and Safety at Work etc Act 1974, Control of Pollution (Amendment) Act 1989, Environmental Protection Act 1990, Environmental Permitting Regulations 2010 (SI 675) along with any amendments to the above and all other statutory obligations not specifically referred to.
- 7.9 All parties to the contract shall be mindful of Section 34 of the Environmental Protection Act 1990 (EPA) which places a duty of care upon any person who imports, produces, carries, keeps, treats or disposes of controlled waste or, as a broker, has control of such waste to ensure that all such activities are carried out in an authorised manner.
- 7.10 The Contractor(s) shall ensure that any person or organisation involved in activities under or related to this contract has any authorisations that are required under any statute, regulation or by-law of any local authority; or any statutory undertaking or at common law. The Contractor shall provide on request copies of any documents that may be required by the Participating Authority/Participating Authority s and NHS SBS to fulfill its duty of care under the Environmental Protection Act Section 34.
- 7.11 The Environment Protection [Duty of Care] Regulations 1991 requires the person transferring the waste, and the person to whom it is transferred, to complete and sign a waste transfer note containing specific information. Copies are to be held for 2 years.

## 8 **Duty of Care**

8.1 To ensure that the Participating Authority(s) Duty of Care in respect of waste is adequately discharged Contractor(s) are required to:

- 8.11 Visit the sites, prior to tendering, and prior to any Mini Competitions, in order to establish the suitability of their proposed arrangements for the removal of waste.
- 8.12 Provide a fully detailed example of an audit trail relating to the collection of all waste streams including appropriate method statements where significant risk is identified.
- 8.13 Provide details of weighbridge facilities or other waste tracking processes.

- 8.14 Produce a complete procedure, which covers all the requirements of the Environmental Protection Act 1990, as amended, the Environmental Protection (Duty of Care) Regulations 1991, as amended, including Code of Practice on Duty of Care, Environmental Permitting Regulations 2010, COSHH and the requirements of the Health and Safety at Work Act. This must include formal Risk Assessment documentation.
- 8.2 Contractor(s) are requested to provide a 'Duty of Care' report for any organisation that they propose to use during the execution of this Framework Agreement either frequently or on a contingency basis. Reports provided must be no older than 12 months old.
- 8.3 Adherence to Duty of Care principles will be a continuing process throughout the duration of the Framework Agreement and subsequent contract(s) derived under the Framework Agreement. Contractor(s) are required to amend this procedure and their reporting requirements in line with any regulatory or statutory guidance changes as applicable thorough the life of the Framework Agreement and subsequent contract(s).
- 8.4 Contractors are required to advise if their organisation carries out DBS (Disclosure and Barring Service - Replacement of CRB checks) checking of directly employed staff and subcontracted staff, and how their organisation would undertake and manage DBS checking if your organisation was awarded the contract.

## **9 Waste Categories**

- 9.1 The separate waste streams the Contractor(s) will be required to manage under this framework are specified in sections 25.1 to 25.6 of this specification. This list is not exhaustive and may be subject to change throughout the life of the contract.
- 9.2 Contractor(s) at Mini Competition stage will be requested to disclose subcontractors/third parties that may be utilised to provide the service to the Participating Authority.

## **10 Service Schedule**

- 10.1 The service schedule requirements for the Participating Authority(s) will be provided within the Mini Competition document for each individual Participating Authority(s).
- 10.2 The Participating Authority(s) encourages Contractors to provide any suggestions to improve the service schedules or the use of alternative waste holding/storage equipment. Proposals should be outlined in writing within the Mini Competition tender proposal and any associated costs should be included in the Mini Competition Offer Schedule.

## **11 Service Variation**

- 11.1.1 Variations in service requirements will be notified to the Contractor(s) as and when required. The period of notice for variations will be subject to individual participating Participating Authority/Participating Authority service criteria.
- 11.1.2 A mechanism for agreeing variations will be agreed between the Participating Authority(s) and the Contractor(s) prior to the contract award. Contractors are required to provide a proposed mechanism for agreeing variations as part of their submission for NHS SBS consideration.
- 11.1.3 Please note that the locations/collections frequencies and other details may be subject to change during the contract term. The Participating Authority(s) reserve the right to add or delete sites as appropriate.

## **12 Sub-Contracting**

- 12.1 Contractors shall indicate within their tender proposal aspects of any contract derived under the Framework Agreement they would intend to sub-contract and/or employ a third party to fulfil the service(s) specified within the Framework Agreement specification.

- 12.2 If Contractors do not intend to manage individual waste streams covered within the Framework Agreement specification either by their company or via sub-contracted/third party arrangements, then this should be clearly stated in writing via their tender proposal.
- 12.3 Contractors shall provide name(s), addresses(s) and contact details of proposed sub-contracted Contractors and/or third parties that may be employed within the contracts derived under this Framework Agreement in their tender proposal together with all relevant licences and requirements as detailed in Section 7.
- 12.4 The Contractor(s) shall not sub-contract the collection, treatment, transportation or disposal of waste without the prior consent in writing from the Participating Authority(s).
- 12.5 Where sub-contracting arrangements do exist, the Contractor(s) shall arrange for all invoices to be coordinated with the Participating Authority(s) receiving one consolidated monthly invoice.

### **13 Contractors Staff**

- 13.1 The Contractor(s) shall ensure that every person employed by the Contractor(s) and / or sub-contractor(s) employed for the provision of waste management services, is at all times properly and sufficiently trained by having participated in a formal training programme prior to commencing work. Details of training records should be available as requested by the Participating Authority(s).
- 13.2 Staff appointed by the Contractor(s) and / or sub-contractor(s) and / or temporary staff must be aware of all relevant rules and procedures concerning Health and Safety at Work and the recording of all accidents and untoward occurrences involving waste disposal procedures from the Participating Authority(s) sites.
- 13.3 Reportable incidences (i.e. RIDDOR) whilst undertaking work on behalf of the Participating Authority(s) must be reported on the appropriate Accident/Incident Form and copies forwarded to the authorised officer(s) for the Participating Authority(s).
- 13.4 The Contractor shall notify the Participating Authority as soon as reasonably practical (and in any event within 24 hours) of any accident, emergency or untoward incident which may affect the Participating Authority.
- 13.5 Indicative examples of incidents which the Participating Authority would wish to be made aware include (but are not limited to):
  - 13.5.1 Death or serious injury of any person of any member of the Contractor's (or any sub-contractor's) staff in the course of their work duties.
  - 13.5.2 Death or injury of any other person as a result of the actions or inactions of the Contractor (or any sub-contractor or employee).
  - 13.5.3 Road Traffic accidents involving the Contractor's or sub-contractor's vehicle(s).
  - 13.5.4 Prosecution or conviction of the Contractor, any sub-contractor or any employee for an environmental or other offence relevant to the duties in this specification.
  - 13.5.5 Escape of waste, discharge of polluting matter to any surface waters, discharge of dark smoke to air or any breach of any licence or environmental permit condition.
  - 13.5.6 Injury to any person or damage to any property on Participating Authority premises as a result of activities under this specification.
- 13.6 After notifying the Participating Authority, the contractor shall conduct a thorough investigation and shall report to the Participating Authority of their findings as to the cause of the incident, a description of the procedures put in place to limit any further damage and/or prevent any re-occurrence and any recommendations that the Participating Authority may wish to consider in respect of its own operations.
- 13.7 The Contractor(s)'s staff shall be required to carry and display a form of identification for any period during which they are working on the Participating Authority(s) premises.
- 13.8 The Contractor(s) shall provide suitable uniforms for their staff at all times while on the Participating Authority(s) premises and ensure that staff are dressed in appropriate protective uniforms/work wear.
- 13.9 The Participating Authority(s) expect the highest standards of personal hygiene, courtesy and consideration from all of the Contractor(s)/sub-contractor(s) staff at all times.

- 13.10 The Contractor(s) shall prohibit their staff from smoking anywhere in the Participating Authority(s) premises.
- 13.11 The Contractor(s) shall ensure that mobile phones or radio devices will not be used within the Participating Authority(s) properties without first securing the permission of the relevant Participating Authority representative(s).
- 13.12 The Participating Authority(s) reserves the right to request the removal of staff who fail to carry out the service to the standards required by the Participating Authority(s) as outlined within the Framework Agreement specification.
- 13.13 The Contractor(s) shall fulfill the requirements of the contract resulting under the Framework Agreement with a minimum of disruption. Specific attention should be drawn to the following:
- 13.13.1 Not to convey any articles to or from a patient or have any dealing with any patient unless so requested by the authorised officer.
- 13.13.2 Not to trespass on Participating Authority(s) property but confine themselves strictly to the locality of their work.
- 13.14 The Contractor(s) attention is drawn to the provisions of the Mental Health Act 1983 which, lays down penalties to which persons employed in Mental Health Hospitals are liable upon conviction for misconduct with patients. A copy of the Act may be seen in the office of the Unit Manager and Contractor(s) are reminded that ignorance of the law is not regarded as a defence in the Courts.
- 13.15 The Contractor(s) and relevant staff employed on this contract must at all times be mindful of the need to respect patient confidentiality, and should not interact verbally or physically with patients.
- 13.16 The Contractor(s) shall be liable for both authorised and unauthorised acts of its employees whilst carrying out their duties in line with the contract specification whilst they are on the Participating Authority(s) premises.
- 13.17 The Contractor(s) shall ensure that:
- 13.17.1 Every person newly recruited to be employed by the Contractor(s) and/or sub-contractor(s) in and about the provision of the services shall, at the Contractor(s)'s expense, at the commencement of the contract period or that person's employment (whichever shall be the latter) be medically screened, at the discretion of the Participating Authority.
- 13.17.2 Any employee shall be excluded from the site when suffering from any infectious or communicable disease.

#### **14 Contract Implementation Action Plan**

- 14.1 Contractors are required to provide a comprehensive Contract Implementation Action Plan within their tender proposal describing how they propose to implement the contract if they are successful and reflect the planned procedure of handover from the incumbent Contractor(s) to the successful Contractor(s), considering on site treatment facilities/replacement of bins/containers, bailers and compactors where applicable.

The Contract Implementation Action Plan will outline the following:

- 14.1.1 The proposed collection schedule for each individual site within the Participating Authority once the contract commences
- 14.1.2 Proposed plan for the ordering and delivery of new bins/containers to the Participating Authority(s)
- 14.1.3 The method of transportation to be used for the collection of waste
- 14.1.4 Details of recruitment, training and development and mobilisation of staff to service/deliver the contract
- 14.1.5 The co-ordination of any sub-contracting/third party arrangements required to fully service the contract as specified

- 14.1.6 Proposed timetable to complete duty of care visits for the relevant Participating Authority's representatives
- 14.2 Contractors are at liberty to nominate a revised collection frequency if this suits the Participating Authority(s) and does not adversely affect the overall cost of the contract. Proposals will be agreed in with the Participating Authority(s) prior to the contract commencing at call off.
- 14.3 The Implementation Plan provided by the successful Contractor is subject to alteration and agreement with the Participating Authority(s).

## **15 Spillage / Accidents**

- 15.1 Spillages and/or accidents must be immediately reported to the Participating Authority(s) contact(s) and confirmed in writing within 48 hours.
- 15.2 Contractors must provide a method statement for dealing with any spillage, burstage or accident within their proposal.
- 15.3 Costs arising to clear spillages, burstages or accidents that occur shall be included within Schedule 6 - Commercial Schedule.

## **16 Noise Control**

- 16.1 The Contractor(s) shall ensure that all measures are taken to control the noise levels produced by his operations on the Participating Authority(s) site(s) required under or by virtue of any enactment, regulation or Codes of Practice or by the working rules of any industry.
- 16.2 The Contractor(s) attention is drawn in particular to Part III of the Control of Pollution Act 1974, Part III of the Environmental Protection Act 1990 and any Regulation made or Codes of Practice approved there under, the Noise and Statutory Nuisance Act 1993 and Directive 92/97/EEC amending Directive 70/157/EEC on the approximation of the laws of the Member States relating to the permissible sound level and the exhaust system of motor vehicles and the UK regulations made there under.

## **17 Invoicing**

- 17.1 All invoices must quote the current price per tonne/unit, or unit cost, for the collection and relevant Waste Transfer Notes / Consignment Notes and Certificates of Destruction.
- 17.2 Where sub-contractors/third parties are used to manage various waste streams on behalf of the Participating Authority(s) via the Contractor(s), the Contractor(s) is responsible for managing and coordinating all invoicing arrangements and shall arrange for all invoices to be co-ordinated with the Participating Authority(s) receiving one consolidated monthly invoice. Proposed methods of managing invoicing arrangements between sub-contracted Contractor(s) and/or third parties must be provided in writing to the Participating Authority(s) within the tender proposal.
- 17.3 Any associated administration charges for the management of third parties and / or sub-contracted services (including the consolidation of collections, invoicing arrangements etc.) must be indicated in Schedule 6 - Commercial Schedule.
- 17.4 The Contractor(s) must have in place a fully auditable identification and tracking system from point of collection to disposal.
- 17.5 The provision of individually numbered tags for the closure of hazardous healthcare waste sack will also be the responsibility of the successful Contractor(s) under this Framework Agreement, unless otherwise stated by the individual Participating Authority(s) within the Mini Competition tender, and will form part of the Framework Agreement offer.
- 17.6 A computerised/web-based tracking system is desirable albeit not essential.

## **18 Quality Assurance / Environmental Policy**

- 18.1 Contractors shall provide details of the quality assurance system and/or accreditations (including copies of certificated evidence) operated by their company within any Mini

Competition Tenders derived under this Framework Agreement.

- 18.2 Contractors shall provide details at the Mini Competition tender stage of the quality assurance system and/or accreditations (including copies of certified evidence) for the proposed sub-contractors who form part of the Contractors offer to deliver the contracts derived under this Framework Agreement.
- 18.3 Contractors shall provide details of any environmental policies and/or accreditations (including copies of certificated evidence) developed/received by their company within any Mini Competition Tenders derived under this Framework Agreement.
- 18.4 Contractors shall provide details at the Mini Competition tender stage, of the environmental policies and/or accreditations (including copies of certified evidence) for the proposed sub- contractors who form part of the Contractors offer to deliver the contracts derived under this Framework Agreement.

## **19 Contingency**

- 19.1 The Contractor is to provide contingency plans/policies in the event of, fuel shortages, vehicle breakdown/accidents and staffing losses. These contingency plans must cover all waste streams and are to be provided as part of the tender return documentation.

## **20 Tracking and Audit Requirements**

- 20.1 The Contractor will put in place a system of tracking and auditing bin movements which is acceptable to and easily monitored by the Participating Authority(s). This system which may be by bar coding or a numbered bin system must be maintained by the Contractor. It should permit the identification and monitoring of all bins, from the waste yard, to the wards/departments, the return to waste yard, to the carriers vehicle and through to the waste disposal site.
- 20.2 The information collected by the system set up under Condition 20.1 is to be supplied to each Participating Authority(s) in respect of their sites either on a monthly basis or as requested by that Participating Authority(s). This may be daily for some of the larger sites.
- 20.3 The reports received by the Participating Authority(s) under Condition 30.2 will be compared by the Participating Authority(s) with the Consignment Notes and Waste Transfer Notes which correspond with each collection of clinical healthcare waste. This will ensure accurate recording and correlation of all waste transferred off site.

## **21 Monitoring of the Contract**

- 21.1 The Contractor(s) and the authorising officers of the Participating Authority(s) will be responsible for monitoring the quality and effectiveness of the service. All Contractors must submit with their tender a statement on how these standards will be achieved and monitored in practice. This will be agreed between the Contractor(s) and the Participating Authority(s).
- 21.2 Contractors must provide a written outline of how they propose to monitor, trace and audit the contract during the life of the agreement within their tender proposal.
- 21.3 The Participating Authority(s), in accordance with its Duty of Care principles, will agree a formal monitoring system with the Contractor(s), to commence at the start of the contract(s) and be based on a continuous assessment process throughout the life of the contract.
- 21.4 A contract review meeting will be held on a quarterly basis between the Contractor(s) and the Participating Authority(s) and NHS SBS representatives.

## **22 Contract Management**

- 22.1 All Contractors are asked to provide a written proposal within their tender submission for the provision of a Contract Manager, together with their current qualifications and experience. The contract manager will be a single point of contact for the Participating Authority(s).
- 22.2 In the absence of the Contract Manager the contractor(s) will notify the authorised officer, in writing, of a named representative who is nominated to deputise, together with their current qualifications and experience.

- 22.3 The Contractor(s) will be required to nominate a competent person(s) who can be contacted during operational hours.
- 22.4 The Contractor(s) will be required to nominate a competent person(s) who can be contacted in the event of an emergency. An out of office and an out of hours phone number will be required.
- 22.5 The Participating Authority(s) will supply the Contractor(s) with similar out of hours contact names for each of the sites included within the contract.

## **23 Complaints**

- 23.1 The Contractor shall respond to any complaint, verbal or otherwise, within 48 hours of receipt.
- 23.2 The Contractor (s) will be expected to provide Participating Authorities with responsive 24/7 Participating Authority service. Emergency out of hours contact names, titles and contact numbers must be provided.

## **24 Innovations / Equality and Diversity / Sustainability**

- 24.1 Contractors must detail any Equality and Diversity policies and or accreditations (including copies of certified evidence) for your organisation and any sub-contractor you may intend to utilise to deliver the services under the Framework Agreement.
- 24.2 All Contractors are asked to provide their Sustainability Policy, outlining mechanisms for ensuring that processes in place are sustainable and designed to reduce Environmental, Economic and Social impact.
- 24.3 Contractors must detail the sustainable initiatives their organisation currently has in place and if their organisation has any initiatives that promote green transport. Contractors should also advise any future initiatives you intend to develop.
- 24.4 Contractors must provide details on what steps their organisation has taken, or is intending to take, to reduce CO2 emissions per tonne.
- 24.5 Contractors must detail what innovative ideas they can offer to reduce costs on an on-going basis for the Management of Clinical Waste and Minimisation Services.
- 24.6 Contractors at Mini Competition stage may be encouraged to provide written proposals for any additional services they believe should be added to the contract. Proposals should be provided in writing via their Mini Competition proposal.
- 24.7 All Contractors are asked to provide written details of any Training/Education initiatives that they can provide regarding waste minimisation, segregation, recycling and effective operation of equipment that is appropriate to the Participating Authority(s).
- 24.8 Costs associated, if any, with the development / inclusion of these services should be included in the Schedule 6 – Commercial Schedule.
- 24.9 The Participating Authority(s) and/or NHS SBS reserve the right to accept or reject any proposed innovations/additional services prior to acceptance of an offer.

## 25 Scope of Services

This Section contains the service specifications for each of the individual service Lots applicable to the Waste Management and Minimisation framework agreement, as listed below in Table 1. It details generic descriptions of the services required, however Participating Authorities may specify exact requirements at either Direct Call Off or Mini Competition stage.

Table 1

Specification Reference	Lot Number	Lot Name
25.1	1	Clinical Waste
25.2	2	Reusable Sharps Containers
25.3	3	Sanitary and Washroom Services
25.4	4	Domestic Waste
25.5	5	Confidential Waste Destruction and Disposal
25.6	6	Total Waste Management (TWM)

### 25.1 Lot 1 Clinical Waste

- 25.1.1 The Framework Agreement specification describes the services and the way in which the services are to be provided by the Contractor for the collection, transportation, minimization and appropriate disposal method at agreed locations for incineration, alternative treatment and or landfill of clinical and domestic healthcare waste streams.
- 25.1.2 The Framework Agreement will encompass the segregation, recycling, collection, treatment and final disposal of:
- Lot 1 - clinical healthcare waste. The specification shall include (but is not exclusive to) clinical waste, offensive (hygiene) waste, pharmaceutical waste (including cytotoxic and cytostatic medicines), anatomical waste, sharps and laboratory wastes (cultures and chemicals used in the diagnosis, provision and treatment of human healthcare) and wastes that are dangerous for carriage. All such waste streams may cause infection or prove hazardous to any person coming into contact with them.

### Duty of Care

- 25.1.3 To ensure that the Participating Authority(s) Duty of Care in respect of waste is adequately discharged Contractors are required to:
- 25.1.3.1 Visit the sites, prior to any Mini Competitions, in order to establish the suitability of their proposed arrangements for the removal of waste.
  - 25.1.3.2 Provide a fully detailed example of an audit trail relating to the collection of all waste streams including appropriate method statements where significant risk is identified.
  - 25.1.3.3 Provide details of weighbridge facilities or other waste tracking processes.
  - 25.1.3.4 Produce a complete procedure, which covers all the requirements of the Environmental Protection Act 1990, as amended, the Environmental Protection (Duty of Care) Regulations 1991, as amended, including Code of Practice on Duty of Care, Environmental Permitting Regulations 2010, COSHH and the requirements of the Health and Safety at Work Act. This must include formal Risk Assessment documentation.
  - 25.1.3.5 Contractors are requested to provide a 'Duty of Care' report for any organisation that they propose to use throughout the duration of this Framework Agreement either frequently or on a contingency basis. Reports provided must be no older than 12 months old.
- 25.1.4 Adherence to Duty of Care principles will be a continuing process throughout the duration of the Framework Agreement and subsequent contract(s) derived under the Framework Agreement. Contractors are required to amend this procedure and their reporting requirements in line with any regulatory or statutory guidance changes as applicable thorough the life of the Framework Agreement and subsequent contract(s).

- 25.1.5 Contractors must advise if their organisation carries out DBS (Disclosure and Barring Service - Replace of CRB checks) checking of directly employed staff and subcontracted staff, if required by the Participating Authority(s).

#### **Healthcare Waste Categories**

- 25.1.6 The Definition of Healthcare waste is set out in the Health Technical Memorandum 07-01.
- 25.1.7 Contractors must provide a written statement of conformity within their tender proposal on how they comply with current waste regulations/guidance and the Health Technical Memorandum 07-01: Safe Management of Healthcare Waste.

#### **Infectious Waste**

- 25.1.8 Infectious waste is essentially a waste that poses a known or potential risk of infection, regardless of the level of infection posed. Even minor infections are included within the definition of infections.
- 25.1.9 Healthcare wastes generated from healthcare practices, or produced by healthcare workers in the community are considered to be infectious waste unless assessment has taken place. This assessment is based on item and patient specific clinical assessment by a healthcare practitioner.
- 25.1.10 Municipal waste from domestic minor first-aid and self-care of a type that does not involve recourse to a health care practitioner is assumed to be non –infectious unless a health care practitioner indicates otherwise. Therefore soiled waste such as nappies, sanitary products and plasters are not considered to be infectious unless a healthcare practitioner gives the producer advice to the contrary.
- 25.1.11 Similarly, municipal type waste from industrial and commercial premises is assumed to be non-infectious providing that a risk assessment has been conducted. Therefore, soiled waste such as sanitary products and plasters are not considered to be infectious unless a healthcare practitioner gives specific advice to the contrary.
- 25.1.12 Waste contaminated with non-infectious bodily fluids is capable of causing offence and therefore requires appropriate packaging to alert those in the waste management chain of the contents. The HTM 07-01 document identifies such waste as offensive/hygiene waste.

#### **Medicinal Waste**

- 25.1.13 Medicinal waste includes expired, unused, spilt, and contaminated pharmaceutical products, drugs, vaccines, and sera that are no longer required and need to be disposed of appropriately.
- 25.1.14 Medicinal waste also includes discarded items contaminated from use in the handling of pharmaceuticals, such as bottles or boxes with residues, gloves, masks, connecting tubing, syringe bodies and drug vials.
- 25.1.15 Memorandum 07-01 divides medicines into three broad groups:
- 25.1.15.1 Cytotoxic and cytostatic;
  - 25.1.15.2 Pharmaceutically active, but not cytotoxic and cytostatic; and
  - 25.1.15.3 Not pharmaceutically active and possessing no hazardous properties (examples include saline and glucose).
- 25.1.16 Medicinal waste is listed in both Chapter 18 and Chapter 20 of the EWC. The term “cytotoxic and cytostatic” relates to the classification of waste medicines in the EWC
- 25.1.17 Only cytotoxic and cytostatic medicines are classified as a hazardous waste, although other medicines often possess hazardous properties and therefore require appropriate treatment and disposal.
- 25.1.18 A cytotoxic and cytostatic medicine is a medicinal product possessing any one or more of the hazardous properties:
- 25.1.18.1 H6: Toxic;
  - 25.1.18.2 H7: Carcinogenic;
  - 25.1.18.3 H10: Toxic for reproduction; and
  - 25.1.18.4 H11: Mutagenic.
- 25.1.19 Medicines other than cytotoxic and cytostatic medicines may have hazardous properties that should be identified to subsequent holders for the purposes of Duty of Care and for transport.

25.1.20 To establish whether a medicinal product has the above mentioned hazardous characteristics, pharmacists should refer to the products material safety data sheets (MSDS; sometimes referred to as “COSHH sheets”).

25.1.21 In England, Wales and Northern Ireland, the Hazardous Waste Regulations place prohibitions on producers mixing waste types. The mixing of a cytotoxic and cytostatic medicine with any other medicine, including other cytotoxic and cytostatic medicines, is prohibited where they are chemically incompatible or the necessary treatment/disposal of the waste is affected.

#### **Offensive / Hygiene Waste**

25.1.21 The term offensive/hygiene waste describes waste which is non-infectious and which does not require specialist treatment or disposal, but which may cause offence to those coming into contact with it. Hazardous waste included in this framework is that defined by current and future legislation i.e. the European Waste Catalogue.

25.1.22 Offensive/hygiene waste includes waste previously described as human hygiene waste and “sanpro” waste, and does not need to be classified for transport.

25.1.23 Specific categories of offensive waste included in this framework will be defined by the individual Participating Authority(s). Examples of offensive waste include but are not limited to the following:

- 25.1.23.1 incontinence and other waste produced from human hygiene;
- 25.1.23.2 sanitary waste;
- 25.1.23.3 nappies;
- 25.1.23.4 medical/veterinary items and equipment which do not pose a risk of infection, including gowns, plaster casts etc;
- 25.1.23.5 animal faeces and soiled animal bedding; and
- 25.1.23.6 Hazardous Healthcare Waste

25.1.24 The European Waste codes that relate to Offensive Waste streams can be identified in chapter 18 as 18 01 04 (Wastes whose collection and disposal is not subject to special requirements in order to prevent infection (for example dressings, plaster casts, linen, disposable clothing, nappies).

25.1.25 Hazardous Health Care waste included within this Framework Agreement is that defined by current and any future legislation.

25.1.26 Specific categories of Hazardous Health Care Waste included within the Framework Agreement include but are not limited to:

- 25.1.26.1 Healthcare waste contaminated with radioactive material;
- 25.1.26.2 Infectious waste contaminated with cytotoxic and/or cytostatic medicinal products;
- 25.1.26.3 Sharps contaminated with cytotoxic and cytostatic medicinal products;
- 25.1.26.4 Infectious and other waste requiring incineration including anatomical waste, diagnostic specimens, reagent of test vials and kits containing chemicals; and
- 25.1.26.5 Amalgam waste from dental care.

25.1.26 Subject to revised legislation and regulations, these categories are subject to alteration during the course of the Framework Agreement.

25.1.27 Contractors are required to provide pricing for each of the separate groups of waste, which are included within the contract specification. All costs and prices must be included within the Schedule 6 – Commercial Schedule attached with this Framework specification.

#### **Services**

25.1.28 Subject to Condition 25.1.29 below, the Contractor shall be responsible at its own expense with effect from the date of completion of the contract for the duration of the Framework Agreement and any subsequent contracts derived under the Framework Agreement period for the transportation of the clinical healthcare wastes to an agreed location or locations for the disposal of such wastes and procuring the disposal of such clinical healthcare wastes by an agreed process of disposal which has been authorised for that express purpose. In each case “agreed” shall mean previously approved in writing by the Authorised Officer for the site from which the clinical healthcare waste was collected.

25.1.29 Subject to Condition Bins / Container Policy below, the Contractor shall ensure that all clinical healthcare waste is collected in bins adhering to this policy.

- 25.1.30 The Contractor shall grant the Participating Authority(s) access to monitor the process of clinical healthcare waste disposal at any site where waste forming part of the service is being disposed of and at any time during the provision of the services.
- 25.1.31 Pharmaceutical wastes will include pharmaceutical products, drugs, sera and vaccines which may be expired, unused or spilt and which require special disposal including gloves, wipes, packaging etc that may be contaminated with such products or their residue and includes the disposal of controlled drugs.
- 25.1.32 Sharps wastes will include items such as needles, hypodermic needles, scalpels and other blades, infusion sets, broken glass, scissors etc. which could cause cuts or puncture wounds. In some instances they may contain pharmaceutical products.
- 25.1.33 The Contractor will collect, transport and dispose of more specialist healthcare wastes such as (but not exclusive to) implants and pacemakers, as well as those of a radioactive nature. All such wastes may cause infection or prove hazardous to any person coming into contact with them and may require special handling and/or disposal procedures.
- 25.1.34 Radioactive wastes are those generated from therapeutic and diagnostic medicine and subject to the Radioactive Substances Act.
- 25.1.35 The Contractor will collect, transport and dispose of mattresses from Participating Authority's sites which may cause infection or prove hazardous to any person coming into contact with them.
- 25.1.36 Clinical healthcare wastes must all be collected from Participating Authority(s) sites in approved bins (see Section Bins / Container Policy below). The Contractor will indicate whether these waste bins will then be decanted at a transfer station and transported to the disposal plant as bulk loads.
- 25.1.37 The Contractor will advise the Participating Authority(s) at the Mini Competition stage, if it believes the frequency of collection, or the number or size of waste bins needs altering. Excess waste should not be allowed to build up between collections nor should frequent collections be made if the bins are empty. Waste bags should not be left on the ground at any site but should be collected. The Contractor should work with the Participating Authority(s) to ensure the collection schedule is appropriate, efficient and as cost effective as possible.
- 25.1.38 Building or maintenance works may occasionally force Participating Authority(s) staff to alter the location of the bins around a site. The Participating Authority(s) will inform the Contractor when, and to where the bins have been moved and will ensure that bins are located in an area accessible to the Contractors vehicles. The Contractor will collect bins from these "contingency" areas as required.
- 25.1.39 The Contractor must detail the days of the week when collections could take place within the Mini Competition tenders and whether collections would ever be made on Sundays. The Contractor must also indicate their standard working hours when collections would take place. Collection times must be agreed with each Participating Authority.
- 25.1.40 The Contractor will confirm their policy for the collection of wastes on English national bank holidays. It should indicate if there are any bank holidays when it would not provide the normal collection schedule within the Mini Competition tenders.
- 25.1.41 The Contractor will provide a contact telephone number for use if the Participating Authority(s) experience major service problems at weekends, bank holidays and outside of standard working hours.
- 25.1.42 The Contractor will inform verbally by telephone the Participating Authority(s) Authorised Officer for each site if their waste collection service is cancelled or if it will be delayed by more than 1½ hours beyond the usual collection time. The Participating Authority(s) will provide a list of nominated persons and contact numbers.
- 25.1.43 The Participating Authority(s) are keen to improve their waste management procedures. The Contractor should provide suggestions as to how this could be done and must be willing to work with Participating Authority(s) to improve this.
- 25.1.44 The Contractor will assist the Participating Authority(s) to follow the waste hierarchy as specified in The Waste Strategy for England (2007).
- 25.1.45 The Contractor will cooperate with and support the Participating Authority(s) in their use of the Department of Health best practice guidance document "Environment and Sustainability, Health Technical Memorandum 07-01: Safe management of healthcare waste".
- 25.1.46 The Contractor must be aware of any changes in legislation and regulation relevant to the handling, transportation and disposal of all healthcare wastes. The Contractor must abide by all relevant legislation and regulation, follow best practice guidance and should assist the Participating Authority(s) to do so. The Contractor must advise Participating Authority(s) on how forthcoming legislation,

regulation or best practice may affect management of their wastes and should work with them to ensure that all parties are compliant.

- 25.1.47 The Contractor shall at all times cooperate with the Participating Authority(s) to assist and facilitate the compliance by the Participating Authority(s) with the Participating Authority(s) obligations and duties under the Environmental Protection (Duty of Care) Regulations 1991, including but not by way of limitation arranging for the Participating Authority(s) Authorised Officer to visit (whenever the Participating Authority(s) shall reasonably require) disposal sites and facilities being used or employed by the Contractor for the collection transfer and disposal of the Participating Authority(s) waste.
- 25.1.48 The Contractor shall supply if requested by the Participating Authority(s) waste bags and sharps bins, this will include the provision of orange and tiger stripe bags, yellow lidded sharps boxes and purple lidded sharps boxes and/or reusable sharps containers. The cost for these receptacles will be listed within Schedule 6 – Commercial Schedule.
- 25.1.49 Contractors are advised that the Participating Authorities may seek a bin exchange service i.e. reusable sharps containers which will be advised in the individual Participating Authority contract specification at Mini Competition stage.

#### **Bins / Container Policy**

- 25.1.50 The colour coding adopted by the Participating Authority(s) for containers, is that recommended by Health Technical Memorandum 07-01: Safe Management of healthcare waste.
- 25.1.51 The Contractor will supply an agreed number of bins at the commencement of the contract(s) derived under this Framework Agreement and these will fully conform to the Health Technical Memorandum 07-01 and be fit for the purpose of use with locking lids, keys, towing bars etc. as required by the Participating Authority(s).
- 25.1.52 Existing containers should be replaced as stocks become worn / depleted by new colour coded waste receptacles in line with the colour coding set out in Memorandum 07-01.
- 25.1.53 All hazardous healthcare waste bags / containers must be sealed with a numbered tag or label for identification purposes or stored in a uniquely identifiable (bar-coded) container for audit purposes.
- 25.1.54 Bins must be suitable for storage of all clinical waste and its subsequent transportation from Site. Bins must be BS/UN approved and must clearly display appropriate UN markings i.e. UN number within a hazard warning diamond.
- 25.1.55 Bins must be fully maintained and serviced by the Contractor at all times and must be replaced without additional costs to the Participating Authority(s) when required. The Contractor shall immediately (within one working day) replace damaged bins with undamaged bins on a one for one basis and the damaged bins must be removed from the site without delay unless otherwise agreed with the Participating Authority. As a guide and without limitation, damaged bins include those which are split, have non-working locks or brakes, or have loose wheels. The Contractor will have a system in place for the recording and reporting of faulty bins. (i.e. Contractor supplied tags to attach to the bins).
- 25.1.56 All Bins must be cleaned and disinfected by the Contractor after each service exchange and the cleaning will be to a standard acceptable to the Participating Authority(s) Infection Control Departments. As a guide and without limitation this requires the bins to be free of visible soiling inside and out and odour free.
- 25.1.57 The Contractor must ensure that the bins are locked before loading on to the vehicles.
- 25.1.58 The Contractor should ensure that empty bins, and bins which are less than a third full, are noted and a list of the sites and dates where bins were not more than a third full are sent to the relevant Participating Authority's Authorised Officer on a monthly basis.
- 25.1.59 Bins should have provision for the attachment of a label or tag to identify their contents. For example the use of coloured plastic tags that identify the contents of specific bins, the Contractor is to supply the tags. The Contractor will supply suitably coloured tags for each waste stream as per the UN, EWC colour coding.
- 25.1.60 The Contractor must not place any waste originating from any other source other than the individual Participating Authority(s) in any bin used for the purposes of the contract.

#### **Storage of Healthcare and Hazardous Waste**

- 25.1.61 The Contractor(s) is required to provide clean, individually numbered (where appropriate), lockable and wheeled (where appropriate) containers at all times for all areas. The purpose is to store bagged healthcare wastes and sharps containers.
- 25.1.62 The containers, subject to the approval of the Participating Authority(s) authorised officer(s), shall minimise the handling of waste and be compatible with both the Participating Authority(s) and the Contractor's transportation systems. Contractors shall fully describe the number of containers to be provided on site/s to store both healthcare and hazardous healthcare waste awaiting collection and shall fully describe the type and size of available bins to service this Framework Agreement. (I.e. One-way burn bins, reusable containers, 1100 Litre Euro Bins etc). The Participating Authority(s) reserves the right to accept or reject any proposals provided by Contractors
- 25.1.63 Containers that become unsuitable for continued use through wear, loss or any other reasonable reason shall be withdrawn immediately from service and replaced as necessary at the Contractor's expense.
- 25.1.64 The containers will remain the property of and be maintained by the Contractor(s) throughout the contract(s) derived under this Framework Agreement. The containers must be promptly removed from the hospital site on the expiry or termination of the contract.
- 25.1.65 The Contractor(s) shall ensure that there are an agreed number of containers available at all times, to meet the requirements of the collection of Healthcare waste across the Participating Authority(s) during the length of the contract(s) derived under the Framework Agreement.
- 25.1.66 The Contractor(s) will be required to provide containers in excess of normal requirements to accommodate emergency overflow of Healthcare waste. Documented evidence must be provided of contingency plans in the event of major plant or transport failure.
- 25.1.67 All containers used for healthcare waste collection will be colour coded and labelled as per Section 7 of the Health Technical Memorandum 07-01 Safe Management of Healthcare Waste and meet all requirements of current legislation (i.e. UN Guidance and Markings).
- 25.1.68 The Contractor(s) shall be responsible for the internal and external cleaning of the containers, with an agreed cleaning schedule established with the Participating Authority(s) prior to the contract(s) commencing.
- 25.1.69 Each Participating Authority must identify how containers would be cleansed and disinfected before being returned to the various collection points for re-use. Contractors shall include full details of the proposed method of cleansing, which shall comply with the Environment Agency requirements. Please provide your bin/container cleaning/maintenance policy
- 25.1.70 The container shall have no rough or inaccessible surfaces, to ensure total internal and external cleansing. The container should withstand frequent cleansing without deterioration in quality and not be liable to corrosion.
- 25.1.71 Contractors should describe how their cleaning process would minimise cross infection. Contractors must take into account the relevant Health and Safety Executive and Environment Agency regulatory standards.
- 25.1.72 Each container must be uniquely identified by a number / code, as part of the Contractor(s) recording system. This should be detailed in the Participating Authority's submission.
- 25.1.80 The container shall have no rough or inaccessible surfaces, to ensure total internal and external cleansing. The container should withstand frequent cleansing without deterioration in quality and not be liable to corrosion.
- 25.1.81 Contractors should describe how their cleaning process would minimise cross infection. Contractors must take into account the relevant Health and Safety Executive and Environment Agency regulatory standards.
- 25.1.82 Each container must be uniquely identified by a number / code, as part of the Contractor(s) recording system. This should be detailed in the Participating Authority's submission.
- 25.1.83 The Contractor(s) is to provide replacement keys as and when required by the Participating Authority(s) authorised officers upon request.
- 25.1.84 The Contractor will supply keys for an agreed price or similar. The Contractor(s) is to provide a collection and disposal service for UN type approved rigid containers containing discarded sharps, chemicals, pharmaceuticals, medicines, dental amalgam and radio-isotopes from the Participating Authority(s) sites colour coded as indicated in Section 7 of Health Technical Memorandum 07-01: Safe Management of Healthcare waste.

- 25.1.85 The Contractor(s) will be required to strictly adhere to all documentation requirements in relation to the safe and correct disposal of Hazardous Healthcare waste.
- 25.1.86 All Contractors must provide a comprehensive breakdown of costs associated with the disposal of Hazardous Healthcare waste (i.e. cost of bins, transportation, hazardous waste consignment note, disposal etc.) within Section 7: pricing schedule

#### **Storage of Healthcare and Hazardous Waste**

- 25.1.87 The Contractor(s) shall collect containers and replace them with cleansed empty containers in accordance with an agreed schedule with each of the authorising officers of the Participating Authority(s).
- 25.1.88 The Contractor(s) must ensure that all replacement empty containers are functional as per relevant legislation prior to their return to the site.
- 25.1.89 Healthcare and Hazardous Healthcare Waste will be delivered to the agreed collection / storage areas on each site by the user in accordance with the schedule provided agreed at the start of the contracts derived under the Framework Agreement. The schedules will be agreed by the Participating Authority(s) and shall reflect the hours of business and needs of the individual Participating Authority(s).
- 25.1.90 Each Participating Authority shall identify a sufficient number and size of containers to be supplied, this shall be agreed with the Participating Authority(s) prior to the commencement of the contract.
- 25.1.91 Contractor(s) will ensure that exact quantities of Healthcare and Hazardous Healthcare Waste generated can be reported to each individual Participating Authority on a monthly basis. Evidence of reporting systems and proposed mechanisms will need to be provided at mini competition stage.
- 25.1.92 The Contractor(s) must provide itemised details of charges on a monthly basis for the disposal of Healthcare and Hazardous Healthcare Waste.
- 25.1.93 Containers supplied by the Contractor(s) (wheeled carts or rigid plastic/steel) must be UN performance tested to meet the appropriate requirements, and packaged in accordance with the ADR (as set out in Section 8 of Health Memorandum 07-01: Safe Management of Healthcare waste, which may be subject to further amendments) It is the Contractors responsibility to adopt any improvements or changes in regulation which may supersede this document and provide details of such in writing to the Participating Authority(s). In the case of UN3291 Clinical Waste, Unspecified, N.O.S., of packaging instructions P621. IBC 520 and LP621.
- 25.1.94 The appointed contractor(s) is to supply a copy of the relevant Test Certificate to the Participating Authority(s) and to comply with the conditions stated within the Certificate.
- 25.1.95 The appointed Contractor(s) is required to correctly mark and label the packaging with Proper Shipping Name, UN number and Class 6.2 Danger Label before they are loaded onto a vehicle for the purpose of carriage on public roads.

#### **Recording of Waste Collection and Disposal**

- 25.1.96 All waste collected will be covered by a Waste Transfer Note in accordance with the Environmental Protection Act 1990. Details of applicable charges for the provision of Waste Transfer Notes must be stated in Schedule 6: Commercial Schedule
- 25.1.97 All Hazardous waste collected will be covered by a Hazardous Waste Consignment Note and in accordance with the Environmental Protection Act 1990 and the Hazardous Waste (England and Wales) Regulations 2005. Details of applicable charges for the provision of Hazardous Waste Consignment Notes must be stated in Section 6: Pricing Schedule
- 25.1.98 All Waste Transfer Notes and Hazardous Waste Consignment Notes must be signed by the Participating Authority(s) representative(s) before waste is removed from the Participating Authority(s) premises which will be provided at Mini Competition stage.
- 25.1.99 The weight of each consignment 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.

- 25.1.100 A consignment note system is to be used for each collection. The Contractor(s) shall provide a receipt recording the time and date of collection, the identification of bags/containers collected, the registration number of the vehicle and the final destination of the waste.
- 25.1.101 A copy of this consignment note will be provided on a monthly basis to the Participating Authority(s) representative(s) unless otherwise agreed at call-off.
- 25.1.102 After the delivery of each load the operator of the waste treatment facility shall issue to the Contractor(s) a receipt recording the time, date and disposal method/point of the load and the weight of the individual containers. A copy of the previous month's receipts shall be forwarded together with the monthly invoices to the Participating Authority(s) representative(s)
- 25.1.103 Contractor(s) will provide to the Participating Authority(s) on a monthly basis agreed reports in electronic format.
- 25.1.104 All consignment and receipt notes shall be consecutively numbered.

### **Transport of Waste**

- 25.1.105 Contractor(s) shall at all times maintain a comprehensive Transportation Plan giving details of routes, collection points, timetables, vehicles and driver details. The Transportation Plan should allow sufficient flexibility to accommodate any reasonable special needs that the Participating Authority(s) may have. The Contractor(s) shall consult the Participating Authority(s) regarding any alterations.
- 25.1.106 Contractors must provide details within their written proposal details 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 with details of the technology and processes you may have in place to accommodate GPS tracking of vehicles and the benefits the Participating Authority(s) can realise from such systems.
- 25.1.107 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.
- 25.1.108 Vehicles must be maintained to a high standard of reliability and roadworthiness and will be subject to inspection at any reasonable time and may (but not unreasonably or (vexatiously) instruct the Contractor(s) not to use the said vehicles in the provision of the services. All vehicles used must conform to the Motor Vehicles (Construction and Use) Regulations.
- 25.1.109 The interior and exterior of all vehicles must be kept clean and tidy. The Contractor(s) will be required to demonstrate that they can provide adequate cover for the non-availability of vehicles for any reason.
- 25.1.110 The vehicles shall at all times, at the expense of the Contractor(s), be appropriately licensed and insured.
- 25.1.111 The Contractor(s) shall provide evidence of insurance and breakdown cover for all vehicles. Evidence of insurance and breakdown cover provision will be required to be produced to the Participating Authority(s) representative(s) upon request.
- 25.1.112 The Contractor(s) 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 Framework Agreement.
- 25.1.113 Contractors shall 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.

- 25.1.114 Contractor(s) will provide the Participating Authority(s) representative(s) with a copy of the Dangerous Goods Safety Advisor report on an annual basis.
- 25.1.115 The Contractor(s) 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 Authority(s) are not in breach of their Duty of Care.
- 25.1.116 In the event of non-availability of vehicles for any reason including fuel shortage, the Contractors must provide clear and detailed contingency plans within their tender proposal.

#### **Vehicle Access**

- 25.1.117 Vehicle access at Participating Authority(s) will be disclosed to the Contractor(s) within each Participating Authority(s) specific min-competition Tender. Site parking will only be permitted during the period of loading and unloading.
- 25.1.118 The Contractor(s) will ensure vehicles used to collect waste/serve any contracts derived under the Framework Agreement will avoid the blocking/disruption to vehicles or public access to of the Participating Authority(s) sites.

#### **Waste Transfer, Treatment and Disposal Facilities**

- 25.1.119 Contractors are required to provide full details of each waste stream, Waste transfer, treatment and disposal processes they propose to use during the course of the Framework Agreement.
- 25.1.120 Contractors must provide copies of licences/permits of any disposal/treatment sites that are proposed for use to service this Framework Agreement – as stipulated in Section 5.3 (Licences) of the Framework Agreement specification and must also be provide within each Mini Competition Tender.
- 25.1.121 Contractors are required to provide full details regarding the performance history of all proposed facilities (including contingency facilities) that will be used to service the Framework. Information should include:
  - 25.1.121.1 Use and performance;
  - 25.1.121.2 Efficiency testing;
  - 25.1.121.3 Ash residue (if incinerator/if appropriate);
  - 25.1.121.4 Microbiological treatment standard (non incineration only);
  - 25.1.121.5 Material testing (non incineration only);
  - 25.1.121.6 Storage and testing of shredded material (non incineration only).

#### **Disposal of Healthcare Waste**

- 25.1.122 Contractors must confirm within their tender proposal full details of where Healthcare Waste will be disposed of/treated. Contractors must advise the Participating Authority(s) of the full name and address(es) of the site(s) / facilities that apply to this Framework at mini competition.
- 25.1.123 Contractors must provide copies of licences/permits of any disposal/treatment sites that are proposed for use to service this Framework Agreement. Copies of licences/permits will also need to be provided at the Mini Competition stage, as stipulated in 5.3 (Licences).
- 25.1.124 The Participating Authority 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.
- 25.1.125 In the event that the Contractor(s) wishes to utilise alternative site(s)/facilities the Participating Authority(s) must be notified in writing. Prior notification must be received at least one month before the alternative site/facility is utilised.

- 25.1.126 All waste management operations must be carried out in accordance with all current relevant legislation. Evidence to this must be auditable and available on demand by the authorised officers of Participating Authority(s).
- 25.1.127 The Participating Authority(s) reserves the right to visit the specified site(s)/facilities(s) in accordance with its "Duty of Care" responsibilities under the Environmental Protection Act 1990.
- 25.1.128 In the event of a waste facility being unavailable, all Contractors must provide clear and detailed contingency plans within their tender proposal. The successful Contractor(s) will be expected to continue to fulfil their obligations to Participating Authority(s) in such circumstances.
- 25.1.129 If the Contractor(s) contingency plans are reviewed/updated during the course of The Framework Agreement, written confirmation must be provided to the Participating Authority(s) within 2 weeks.
- 25.1.130 Contractors shall provide written confirmation that any designated waste disposal plant/facility or standby facilities named within their tender proposal are permitted / authorised by the Environment Agency/Local Authority to receive Healthcare waste from the Participating Authority(s).

#### **Disposal of Hazardous Healthcare Waste**

- 25.1.131 The Participating Authority 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.
- 25.1.132 Contractors must confirm within their tender proposal full details of where hazardous healthcare waste will be disposed of/treated. Contractors must advise the Participating Authority(s) of the full name and address(s) of the site(s)/facilities that apply to the contract.
- 25.1.133 Contractors must provide copies of licences/permits of any disposal/treatment sites that are proposed for use to service this contract – as stipulated in Section 5.3 (Licences)
- 25.1.134 The Participating Authority 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 Department of Health guidelines including Health Technical Memorandum 07-01: Safe Management of Healthcare Waste.
- 25.1.135 In the event that the Contractor(s) wishes to utilise alternative site(s)/facilities the Participating Authority(s) must be notified in writing. Prior notification must be received at least one month before the alternative site/facility is utilised
- 25.1.136 All waste management operations must be carried out in accordance with all current relevant legislation. Evidence to this must be auditable and available on demand by the authorised officers of the Participating Authority(s)
- 25.1.137 The Participating Authority(s) reserves the right to visit the specified site(s)/facilities(s) in accordance with its "Duty of Care" responsibilities under the Environmental Protection Act 1990 and the Hazardous Waste (England and Wales) Regulations 2005.
- 25.1.138 In the event of a waste facility being unavailable, all Contractors must provide clear and detailed contingency plans within their tender proposal. The successful Contractor(s) will be expected to continue to fulfil their obligations to Participating Authority(s) in such circumstances.
- 25.1.139 If the Contractor(s) contingency plans are reviewed/updated during the course of the contract, written confirmation must be provided to the Participating Authority(s).
- 25.1.140 Contractors shall provide written confirmation that any designated waste disposal plant/facility or standby facilities named within their tender proposal are permitted/authorised by the Environment Agency/Local Authority to receive hazardous healthcare waste from the Participating Authority(s).

- 25.1.141 Contractors are to advise if they export waste and if so detail where waste is exported to, the process and procedures that are in place to protect against illegal disposal, contamination and pollution of by exported Clinical Waste Streams.

### **Major Incidents**

- 25.1.142 In the event of a major incident occurring the Contractor(s) will be responsible for disposing of the waste generated by the Participating Authority(s).
- 25.1.143 Waste generated during a major incident may consist of healthcare/hazardous healthcare waste streams.
- 25.1.144 The Participating Authority(s) in conjunction with emergency services and the Environment Agency will advise the Contractor(s) of the nature of the waste.
- 25.1.145 Contractor(s) should note that subject to the major incident in question, additional bins/containers maybe required in addition to bins/containers already on site(s).

### **Recycling / Waste Minimisation**

- 25.1.146 Contractors are required to provide a proposal within their tender submission, which will address the issue of recycling waste minimisation and strategies to move towards Alternative Technologies. A key aim for the successful Contractor(s) will be their ability to develop existing recycling activity as well as proposals to increase the recycling activity in all waste streams.
- 25.1.147 The Participating Authority(s) reserves the right to visit the specified site(s) in accordance with its "Duty of Care" responsibilities under the Environmental Protection Act 1990.
- 25.1.148 The Participating Authority(s) must be advised of the locations of the proposed recycle site(s) and or transfer station(s). Any subsequent changes during the contract period must be notified in writing in advance to the Participating Authority(s). This prior notification must be received at least one month before the subsequent changes take place.

## **25.2 Lot 2 Reusable Sharps Containers**

- 25.2.1 The following provides specification requirements for a safe, sustainable and compliant managed solution for the implementation, supply, collection and cleaning of reusable sharps containers.
- 25.2.2 At Call Off the contractor maybe required to undertake a site audit in order to identify stock requirements and potential risks. The audit shall generate a detailed stock needs specification, to include installed (in-use stock), spare parts (at ward/department level) and weekly replenishment stock.
- 25.2.3 In addition, tender responses must also include a detailed implementation plan which outlines project milestones including:
- 25.2.3.1 Staff training by ward/department (prior to implementation)
  - 25.2.3.2 Installation schedules detailing all accessories to be fitted
  - 25.2.3.3 Implementation training for clinical and portering staff
  - 25.2.3.4 Key contacts for both the Participating Authority and the Contractor
  - 25.2.3.5 Contingency planning procedures
  - 25.2.3.6 Schedules for review meetings and routine safety and compliance audits
  - 25.2.3.7 Post-install (in-use) staff competency development process
- 25.2.4 It will be the contractor's responsibility to ensure that sufficient information is gathered at the site audit to provide a detailed implementation plan as outlined above.
- 25.2.5 The reusable sharps safety containers should be available in various volumes as requested by the Authority, all of which should be capable of collecting, storing and transporting used sharps, giving sets, single use sharp devices, and all other sharps items identified within this tender specification.
- 25.2.6 The containers, subject to the approval of the Participating Authority's authorised officer(s), shall

minimise the handling of sharps waste and be compatible with both the Authority's and the Contractor's transportation systems. Contractors shall fully describe, at the time of tendering, the type, size and estimated number of containers to be provided per Authority and per Site to dispose and store waste awaiting collection.

- 25.2.7 Clean sharps containers will be delivered to and collected from a single point within the hospital or collected by the contractor from specific locations as agreed with the Participating Authority. They will be provided within sealed transit/storage containers that ensure contents remain clean and contamination-free, and that suitable internal transportation systems will be provided to facilitate the moving of sharps containers around the hospital site.
- 25.2.8 Contractors are expected to include within their tender submission provision of documentation/procedures to enable hospital staff to record the movement of sharps bins within the hospital. A copy of this delivery/replenishment schedule is to be supplied with the tender response.
- 25.2.9 The reusable sharps container should include the following safety features:
  - 25.2.9.1 A sturdy carrying handle
  - 25.2.9.2 A clear visual indicator is required to allow the operator to see the sharps levels and waste configuration from the front of the container
  - 25.2.9.3 An overfill protection mechanism to ensure that sharps containers placed within public access areas cannot be overfilled
  - 25.2.9.4 A entry prevention system which eliminates the possibility of retrieving disposed sharps
  - 25.2.9.5 A tamper-proof locking mechanism for both temporary and final closure
  - 25.2.9.6 The sharps container must be pre-assembled by the Contractor to eliminate the possibility of incorrect assembly
- 25.2.10 The external dimensions of the container and physical characteristics should be designed to allow the container to fit safely within the treatment area and to facilitate safe transport to and from the point-of-care on trolleys and accessories.
- 25.2.11 Containers must be able to receive syringes and needle assemblies for all standard sizes, together with other sharps, single-use blood adaptors and giving sets.
- 25.2.12 The reusable sharps container must be capable of safely storing contaminated sharps, as well as being air and liquid tight during temporary closure, handling and transportation to the point of sharps decanting.
- 25.2.13 Reusable sharps containers must be clearly marked with the international bio-hazard warning (UN 3291), printed on each container.

#### **Interface Requirements**

- 25.2.14 Reusable sharps containers must be clearly marked with Sharps Aperture Marking.
- 25.2.15 The disposal aperture must be clearly visible and not obscured by/against the colour of the container base and lid.

#### **Tamper-Proofing**

- 25.2.16 Sharps containers designated to be used within a public/patient access area are to include a safety mechanism to ensure that hand access to the contained contents is not possible. In some instances it may be required to ensure that the sharps containers are locked in position on a bracket or trolley to prevent the removal of the sharps container (by general public) or accidental intervention

- 25.2.17 Each container must have a temporary closure and a permanent closure mechanism.
- 25.2.18 It must not be possible to separate the lid from the base of the container without specialist tools, nor must it be possible to access the container contents once the container is locked.

#### **Handling**

- 25.2.19 Whilst transporting the container to and from point-of-care, it must be possible to carry the container in one hand without spilling contents and without risk of potential needle stick injury.

#### **Warranty**

- 25.2.20 100% of boxes are to remain physically intact, clean and suitable for use when returned from the processing facility and must always be delivered in compliance with this performance specification.
- 25.2.21 The quality assurance procedures used for washing, mechanical inspection, container cleanliness and labelling condition must be supplied with your tender response.

#### **Instructions**

- 25.2.22 Clear pictorial instructions without writing are to be printed on the front of the container unless otherwise agreed with the Participating Authority showing:
- 25.2.22.1 How to use the device as a container for contaminated sharps
  - 25.2.22.2 How to close the sharps aperture when the container is full
- 25.2.23 Containers that become unsuitable for continued use through wear, loss or any other reasonable reason shall be withdrawn immediately from service and replaced as necessary at the Contractor's expense.
- 25.2.24 The containers will remain the property of and be maintained by the Contractor(s) throughout the contract. The containers must be promptly removed from the Authority's site on the expiry or termination of the contract.
- 25.2.25 The Contractor(s) shall ensure that there are an agreed number of containers available at all times, to meet the requirements of the collection of clinical waste/ sharps waste across the Authority during the length of the contract.
- 25.2.26 The Contractor(s) will be required to provide containers in excess of normal requirements to accommodate emergency overflow of clinical waste/ sharps waste. The Contractor shall indicate the response time for this request. Documented evidence must be provided of contingency plans in the event of major plant or transport failure.
- 25.2.27 All containers used for sharps waste collection should be colour coded and labelled as per Section 5 of Health Technical Memorandum 07-01: Safe management of healthcare waste and meet all requirements of current and future legislation (including UN Guidance and Markings).
- 25.2.28 The Contractor(s) shall be responsible for the internal and external cleaning of the containers, with an agreed cleaning schedule established with the Authority prior to the contract commencing.
- 25.2.29 Each Contractor must identify how containers would be cleansed and disinfected before being returned to the various collection points for re-use. Contractor shall include full details of the proposed method of cleansing, which shall comply with the Environment Agency requirements.
- 25.2.30 The container shall have no rough or inaccessible surfaces, to ensure total internal and external cleansing. The container should withstand frequent cleansing without deterioration in quality and not be liable to corrosion.
- 25.2.31 Contractors should describe how their cleaning process would minimise cross infection. Contractors must take into account the relevant Department of Health, Health and Safety Executive and Environment Agency standards.

- 25.2.32 Each container must be uniquely identified by a number/code, as part of the Contractor(s) recording system.
- 25.2.33 The Contractor(s) is to provide the agreed number of hooks, towing bars etc. (where applicable) to enable the containers to be towed. The Contractor(s) is also required to provide replacements as required throughout the contract, due to normal wear and tear. The cost is to be included in the contract price, with price details provided in the offer Schedule (Additional Costs).
- 25.2.34 The Contractor(s) is to provide the agreed number of container keys, to the Authority's authorised officers and all replacement keys required for the duration of the contract. The cost of issuing an initial set of keys at the commencement of the contract is to be included in the contract price, with price details provided in the offer Schedule (Additional Costs).
- 25.2.35 The Contractor(s) is to provide replacement keys as and when required by the Authority authorised officers upon request. The Contractor(s) may levy a charge for replacement key(s) (unless otherwise stated in their tender proposal). Costs for replacement keys must be included in the offer Schedule (Additional Costs).

### **Training, Auditing and Supporting Materials**

#### **General Education Overview**

25.2.26 The bidder is to provide a detailed program of training for the following aspects:

- 25.2.26.1 Labelling of in-use containers
- 25.2.26.2 Placement of containers and In use procedures
- 25.2.26.3 Temporary closure of containers
- 25.2.26.4 Permanent closure of containers
- 25.2.26.5 Waste segregation
- 25.2.26.6 Portering (storage, selection and stock management of containers)
- 25.2.26.7 Internal transportation of containers and preparation for collection
- 25.2.26.8 Contingency procedures

#### **Point of Use Instructional Materials**

25.2.27 The Contractor(s) is to provide a range of posters at point of selection, point of use and point of disposal.

#### **Standard Operating Procedures**

25.2.28 The bidder is expected to provide detailed written and pictorial Standard Operating Procedures (SOPs) for each function of the sharps container within the Participating Authority. These SOPs will also include details of infection prevention procedures, safety procedures and segregation techniques to be used throughout the sharps generation lifecycle.

#### **E-Learning & Education at Point-of-Care**

25.2.29 To support the delivery of the reusable system the successful bidder will need to supply a comprehensive blended learning education package, consisting of onsite training sessions for staff delivered in person, physical training aids such as posters and an online learning platform.

#### **Auditing**

25.2.30 The bidder must include within their supply a detailed annual user level audit which is designed to capture any issues related to safety, waste segregation, compliance and infection control and staff competency. A detailed review of the auditing procedures will be performed prior to contract award.

#### **Environmental Impact**

#### **CO2 Reduction & Sustainability**

- 25.2.31 Contractors are to provide details of the initiatives undertaken to minimise the environmental impact of their organisation.
- 25.2.32 Contractors are to provide proposals of how they intend to work with the trust to deliver its commitments to becoming a 'low carbon organisation'.

#### **Lifecycle CO2 Assessment (where single use containers are being replaced)**

- 25.2.33 Bidders are required to provide a detailed CO2 equivalent lifecycle assessment of the benefits of their respective systems detailing CO2 generation across the following phases in relation to the existing single-use systems:
- 25.2.33.1 Extraction and transport of raw materials
  - 25.2.33.2 Transport of goods to warehouse
  - 25.2.33.3 Transport of goods to hospital site
  - 25.2.33.4 Transport and cleaning associated with reusable sharps containers
  - 25.2.33.5 Disposal of sharps waste

#### **25.3 Lot 3 Sanitary and Washroom Services**

- 25.3.1 This national framework is for the provision of Washroom Services. The services that are available under the framework are the collection and disposal of sanitary waste.
- 25.3.2 The aim of the framework is to provide washroom visitors with a discreet and hygienic way to dispose of sanitary waste this is vital consideration for the provision of a clean and pleasant washroom environment.
- 25.3.3 The service Contractor(s) will be required to manage all hygiene waste in accordance adhering to sanitary waste disposal regulations ensuring that participating authority complies with the safe disposal of sanitary waste complying with The Workplace (Health, Safety and Welfare) Regulations 1992, The Water Industries Act 1991, and the Environmental Protection Act.
- 25.3.4 The Contractor(s) are to issue Duty of Care Waste Transfer Notes no charge.

#### **Duties**

- 25.3.5 The duties required of the Contractor(s) include but are not limited to:
- 25.3.5.1 Collection and disposal of sanitary hygiene units from Sites
  - 25.3.5.2 It is important that schedules are kept to and scheduled collection days are met and not missed, as there is a hazard to health. A detailed emergency plan must be in place if sanitary units become to full and need emptying in-between scheduled collections days.
  - 25.3.5.3 A Participating Authority may in the course of the contract close units or sites and open or redevelop sites notification will be given and a variation to the contract will be made.
  - 25.3.5.4 Adherence to all Defra regulations regarding The Controlled Waste Regulations (England and Wales 2011) and any future changes of the C.W.R.
  - 25.3.5.5 Provide any risk assessments and method statements on how the sanitary waste will be disposed of and methods by which sanitary bins are cleaned and kept sanitised.
  - 25.3.5.6 Details of vehicles used and whether they are marked up clearly indicating the company name and any other symbols to indicate they may be carrying anything infectious or hazardous.
  - 25.3.5.7 Details of health and safety, sustainability, business continuity, training and competency of its staff.
  - 25.3.5.8 The participating Authority will need details of key contacts and staff working on the contract what experience and qualifications they have that specifically relate to the services required and whether the company is authorised to collect and dispose of sanitary waste (i.e. do they have a licence to collect and carry and are they permitted to dispose of sanitary waste).

### **Performance**

25.3.6 The Contractor shall:

- 25.3.6.1 Ensure collections of full sanitary bins are exchanged with fresh clean sanitary bins as per the collection schedule to the frequencies that are required.
- 25.3.6.2 Notify the Authorised Officer if there will be any delay in collections and the reason why and agree when the collection will be rescheduled.
- 25.3.6.3 Provide evidence of an audit trail/signed proof of visit/schedule of work undertaken per site visit.
- 25.3.6.4 Provide per site an annual duty of care certificate.

### **Frequency**

25.3.7 The Contractor shall:

- 25.3.7.1 Provide the participating authority with a detailed schedule setting out when collections will take place.
- 25.3.7.2 The frequency of service will vary from site to site. Typical service frequencies of monthly, fortnightly or weekly are to be used as a guide. More frequent services may be required in order to provide a hygienic and sanitary washroom experience.
- 25.3.7.3 All visits (except any emergency calls) shall take place on weekdays, between 8.30 and 17.00 hours.

### **Key Performance Indicators**

25.3.8 The required KPIs include but are not limited to:

- 25.3.8.1 Service level measurement;
- 25.3.8.2 Response times to new orders and removals;
- 25.3.8.3 Stock quality control;
- 25.3.8.4 Continuous improvement;
- 25.3.8.5 Management information; and
- 25.3.8.6 A robust complaints procedure
- 25.3.8.7

25.3.9 The exact nature of the KPIs mentioned in point 25.3.8 is to be determined at a local level between the Contractor(s) and Participating Authority(s) and to be documented in the Service Level Agreement document.

### **Mobilisation of Contract**

25.3.10 The service Contractor(s) will be required to submit a mobilisation plan for the individual contracts. This plan will be communicated to all concerned and should include:

- 25.3.10.1 Dates of mobilisation;
- 25.3.10.2 Key personnel; and
- 25.3.10.3 Outgoing contractor information

### **Servicing of the contract**

25.3.11 The details for servicing of the contract should include:

- 25.3.11.1 Relevant clearances for service delivery personnel;
- 25.3.11.2 Staff structure and day to day support;
- 25.3.11.3 Staff training and competency
- 25.3.11.4 Waste disposal and relevant licenses;
- 25.3.11.5 Dealing with emergency callouts; and
- 25.3.11.6 A proof of service document signed by each department should be emailed to a named person within the Participating Authority after each service visit.

25.3.12 The contractor shall provide his staff employed in connection with the contract with a form of identity for the period during which they are working on the trusts premises. They shall be required to produce the form of identity whenever requested by any of the trusts officers.

#### **Invoicing**

25.3.13 Details of Invoice address, key accounting personnel and invoice frequency will be included in the tender detail and the service Contractor(s) will be requested to provide details of:

- 25.3.13.1 Credit control contacts
- 25.3.13.2 Invoice sample
- 25.3.13.3 Frequency of invoicing i.e. provide the Participating Authorities if requested a choice of invoicing, for example one invoice per site or one consolidated invoice

#### **Sanitary Bin Specification**

25.3.14 Installing the sanitary bins should meet the business needs of the Participating Authority, which is expected to be free of charge, and the specification should include but not limited to:

- 25.3.14.1 Free Standing Sanitary waste bin 12L or equivalent
- 25.3.14.2 Pedal Sanitary Bin 15L or equivalent
- 25.3.14.3 Automatic Sanitary Bin 15L or equivalent
- 25.3.14.4 Free Standing Sanitary Bin 20L or equivalent
- 25.3.14.5 Automatic Sanitary Bin 23L or equivalent
- 25.3.14.6 All bins made from either plastic or stainless steel

#### **Servicing**

25.3.15 The exact nature of servicing requirements will be agreed upon between the Contractor(s) and the Participating Authority(s) but can include:

- 25.3.15.1 Specially treated scented liner in each unit to minimise any unpleasant odours, which is fully replaced each service visit.
- 25.3.15.2 Clean and deodorise units on site, taking the bags of waste away to be disposed of.
- 25.3.15.3 Remove and replace.

#### **Consumables – Optional Requirement**

25.3.16 In addition to the washroom service as detailed in points 25.3.1 to 25.3.15, some Participating Authorities may see washroom consumables as essential in the maintenance of any commercial washroom. Required consumables may include such items as paper hand towels, toilet dispensers and rolls, soaps, grab rails, hand dryers as well as baby changing stations and automatic door closers, with options in a selection of finishes including stainless steel, satin anodised aluminum and ABS plastic. The exact nature and volume of consumables required will be agreed upon between the Contractor(s) and the Participating Authority(s), dependent upon need.

## **25.4 Lot 4 Domestic Waste**

25.4.1 Where appropriate, waste will be segregated from other waste streams. Specific categories of Domestic and General Waste included within this contract include but are not limited to:

- 25.4.1.1 Aerosols
- 25.4.1.2 Aluminium Products
- 25.4.1.3 Cardboard
- 25.4.1.4 Flowers
- 25.4.1.5 Food
- 25.4.1.6 Furniture
- 25.4.1.7 Garden Waste
- 25.4.1.8 General Non Confidential Office Waste
- 25.4.1.9 Glass
- 25.4.1.10 Newspapers
- 25.4.1.11 Packaging
- 25.4.1.12 Paper Towels
- 25.4.1.13 Pallets
- 25.4.1.14 Textiles
- 25.4.1.15 Tissues
- 25.4.1.16 Offensive Waste
- 25.4.1.17 Plastic Bottles

25.4.2 Subject to revised legislation and regulations, these categories are subject to alteration during the course of the contract.

25.4.3 The list provided at point 25.4.1 is an indication and not an exhaustive list. This list may be modified to meet the needs of the individual Participating Authority(s) during the course of the contract.

25.4.4 The European Waste codes that relate to Domestic and General municipal waste streams can be identified in chapter 20 (Municipal waste (household waste and other similar commercial, industrial and institutional waste, including separately collected fractions)) excluding 20 01 31\* Cytotoxic and Cytostatic medicines.

## **Miscellaneous Waste Streams**

25.4.5 Miscellaneous waste streams that have not been included in the categories above are also included within this contract, these include:

- 25.4.5.1 Catering and Grease Waste
- 25.4.5.2 Confidential Waste
- 25.4.5.3 Garden Waste
- 25.4.5.4 Recording Media (i.e. CD's, Dictation Tapes, DVD's, Video Tapes etc.)
- 25.4.5.5 Scrap Metal
- 25.4.5.6 General Building Waste
- 25.4.5.7 Polyethylene
- 25.4.5.8 Polystyrene
- 25.4.5.9 Mattresses
- 25.4.5.10 Cold Packs
- 25.4.5.11 Coal ash

25.4.6 The list provided at point 25.4.5 is an indication and not an exhaustive list. This list may be modified to meet the needs of the individual Participating Authority(s) during the course of the contract.

### **Hazardous Non Healthcare Waste**

25.4.7 Hazardous waste included within this contract is that defined by current and any future legislation excluding hazardous healthcare waste as defined by Health Technical -Memorandum 07-01.

25.4.8 Specific categories of hazardous non healthcare waste included within the contract include:

- 25.4.1.1 Aerosols
- 25.4.1.2 Lead Acid Batteries
- 25.4.1.3 Ni-Cd Batteries
- 25.4.2 Lithium Batteries
- 25.4.2.1 Chemicals
- 25.4.2.2 Electronic/Electrical Equipment (WEEE)
- 25.4.2.3 Fluorescent Tubes
- 25.4.2.4 Fridges and Refrigeration Equipment
- 25.4.2.5 IT Equipment
- 25.4.2.6 Mercury
- 25.4.3 Pesticides
- 25.4.4 Television Sets
- 25.4.5 Photo Chemicals
- 25.4.6 Oils / Paints
- 25.4.6.1 Products Containing CFC's
- 25.4.6.2 Solvents
- 25.4.6.3 Toner Cartridges
- 25.4.6.4 X-ray Chemicals
- 25.4.6.5 X-rays

25.4.7 Subject to revised legislation and regulations, these categories are subject to alteration during the course of the contract.

25.4.8 The list provided at point 25.4.8 is an indication and not an exhaustive list. This list may be modified to meet the needs of the individual Participating Authority(ies) during the course of the contract.

25.4.9 The European Waste codes that relate to hazardous non-healthcare waste streams can be identified in chapter 20 (Municipal waste (household waste and other similar commercial, industrial and institutional waste, including separately collected fractions)) excluding 20 01 31\* Cytotoxic and Cytostatic medicines and 20 01 31 Medicines other than those mentioned in 20 01 31\*

### **Offensive Waste**

25.4.10 The term offensive waste describes waste that is non-infectious and which does not require specialist treatment or disposal, but which may cause offence to those coming into contact with it. Hazardous waste included in this framework is that defined by current and future legislation i.e. the European Waste Catalogue.

25.4.11 Offensive/hygiene waste includes waste previously described as human hygiene waste and "sanpro" waste, and does not need to be classified for transport.

25.4.12 Specific categories of offensive waste included in this framework will be defined by the individual Participating Authority(s). Examples of offensive waste include but are not limited to the following:

- 25.4.12.1 incontinence and other waste produced from human hygiene
- 25.4.12.2 sanitary waste
- 25.4.12.3 nappies
- 25.4.12.4 medical / veterinary items and equipment which do not pose a risk of infection, including gowns, plaster casts etc.
- 25.4.12.5 animal faeces and soiled animal bedding

### **Domestic Waste**

- 25.4.13 The European Waste codes that relate to Offensive Waste streams can be identified in chapter 18 as 18 01 04 (Wastes whose collection and disposal is not subject to special requirements in order to prevent infection (for example dressings, plaster casts, linen, disposable clothing, nappies).
- 25.4.14 Hazardous Health Care waste included within this Framework Agreement is that defined by current and any future legislation .
- 25.4.15 Specific categories of Hazardous Health Care Waste included within the Framework Agreement include but are not limited to:
- 25.4.15.1 Healthcare waste contaminated with radioactive material
  - 25.4.15.2 Infectious waste contaminated with cytotoxic and/or cytostatic medicinal products
  - 25.4.15.3 Sharps contaminated with cytotoxic and cytostatic medicinal products
  - 25.4.15.4 Infectious and other waste requiring incineration including anatomical waste, diagnostic specimens, reagent of test vials and kits containing chemicals
  - 25.4.15.5 Amalgam waste from dental care
- 25.4.16 Subject to revised legislation and regulations, these categories are subject to alteration during the course of the Framework Agreement.
- 25.4.17 Contractors are required to provide pricing for each of the separate groups of waste, which are included within the contract specification. All costs and prices must be included within the Schedule 6: Commercial Schedule attached with this Framework specification.

## **Services**

- 25.4.18 Subject to Condition 25.4.19 below, the Contractor shall be responsible at its own expense with effect from the date of completion of the contract for the duration of the Framework Agreement and any subsequent contracts derived under the Framework Agreement period for The transportation of the domestic healthcare wastes to an agreed location or locations for the disposal of such wastes and procuring the disposal of such domestic healthcare wastes by an agreed process of disposal which has been authorised for that express purpose. In each case “agreed” shall mean previously approved in writing by the Authorised Officer for the site from which the clinical healthcare waste was collected.
- 25.4.19 Subject to the points in Bin / Containers Policy below, the Contractor shall ensure that all domestic healthcare waste is collected in bins adhering to this policy.
- 25.4.20 The Contractor shall grant the Participating Authority(s) access to monitor the process of domestic healthcare waste disposal at any site where waste forming part of the service is being disposed of and at any time during the provision of the services.
- 25.4.21 The Contractor will collect, transport and dispose of mattresses from Participating Authority(s) sites which may cause infection or prove hazardous to any person coming into contact with them.
- 25.4.22 Domestic healthcare wastes must all be collected from Participating Authority(s) sites in approved bins (see Bins / Containers Policy below). The Contractor will indicate whether these waste bins will then be decanted at a transfer station and transported to the disposal plant as bulk loads. If the Contractor intends to bulk load wastes, then the Contractor will supply two costs per tonne for each waste stream which might be bulk loaded (see section 6 Pricing Schedule) one cost with bulk loading and one cost without bulk loading.
- 25.4.23 The Contractor(s) will advise the Participating Authority(s) at Mini Competition stage, if they believe the frequency of collection, or the number or size of waste bins needs altering. Excess waste should not be allowed to build up between collections nor should frequent collections be made if the bins are empty. Waste bags should not be left on the ground at any site but should be collected. The Contractor(s) should work with the Participating Authority(s) to ensure the collection schedule is appropriate, efficient and as cost effective as possible.

- 25.4.24 Building or maintenance works may occasionally force Participating Authority(s) staff to alter the location of the bins around a site. The Participating Authority(s) will inform the Contractor when, and to where the bins have been moved and will ensure that bins are located in an area accessible to the Contractors vehicles. The Contractor will collect bins from these “contingency” areas as required.
- 25.4.25 The Contractor must detail the days of the week when collections could take place within the Mini Competition tenders and whether collections would ever be made on Sundays. The Contractor must also indicate their standard working hours when collections would take place. Collection times must be agreed with each Participating Authority.
- 25.4.26 The Contractor will confirm their policy for the collection of wastes on English national bank holidays. It should indicate if there are any bank holidays when they would not provide the normal collection schedule within the Mini Competition tenders.
- 25.4.27 The Contractor will provide a contact telephone number for use if the Participating Authority(s) experience major service problems at weekends, bank holidays and outside of standard working hours.
- 25.4.28 The Contractor will inform verbally by telephone the Participating Authority(s) Authorised Officer for each site if their waste collection service is cancelled or if it will be delayed by more than 1½ hours beyond the usual collection time. The Participating Authority(s) will provide a list of nominated persons and contact numbers.
- 25.4.29 The Participating Authority(s) are keen to improve their waste management procedures. The Contractor should provide suggestions as to how this could be done and must be willing to work with Participating Authority(s) to improve this.
- 25.4.30 The Contractor will assist the Participating Authority(s) to follow the waste hierarchy as specified in The Waste Strategy for England (2007).
- 25.4.31 The Contractor will cooperate with and support the Participating Authority(s) in their use of the Department of Health best practice guidance document “Environment and Sustainability, Health Technical Memorandum 07-01: Safe management of healthcare waste”.
- 25.4.32 The Contractor must be aware of any changes in legislation and regulation relevant to the handling, transportation and disposal of all healthcare wastes. The Contractor must abide by all relevant legislation and regulation, follow best practice guidance and should assist the Participating Authority(s) to do so. The Contractor must advise Participating Authority(s) on how forthcoming legislation, regulation or best practice may affect management of their wastes and should work with them to ensure that all parties are compliant.
- 25.4.33 The Contractor shall at all times cooperate with the Participating Authority(s) to assist and facilitate the compliance by the Participating Authority(s) with the Participating Authority(s) obligations and duties under the Environmental Protection (Duty of Care) Regulations 1991, including but not by way of limitation arranging for the Participating Authority(s) Authorised Officer to visit (whenever the Participating Authority(s) shall reasonably require) disposal sites and facilities being used or employed by the Contractor for the collection transfer and disposal of the Participating Authority(s) waste.
- 25.4.34 The Contractor shall supply if requested by the Participating Authority(s) waste bags, this will include the provision of orange and tiger stripe bags. 70 litre sized pedal bins must be available for rental. The cost for these receptacles will be listed within Schedule 6 – Commercial Schedule.
- 25.4.35 Details of existing waste holding/storage equipment either owned or leased by the Participating Authority(s) will be listed in the Mini Competition service schedule as part of the contract specification.

- 25.4.36 Contractors are advised that the Participating Authority(s) may seek a decanting service or a bin exchange service which will be advised in the individual Participating Authority contract specification at Mini Competition stage.

#### **Bins / Container Policy**

- 25.4.37 The colour coding adopted by the Participating Authority(s) for containers, is that recommended by Health Technical Memorandum 07-01: Safe Management of healthcare waste.
- 25.4.38 The Contractor will supply an agreed number of bins at the commencement of the contract(s) derived under this Framework Agreement and these will fully conform to the Health Technical Memorandum 07-01 as clause 25.4.37 above and be fit for the purpose of use with locking lids, keys, towing bars etc. as required by the Participating Authority(s).
- 25.4.39 Existing containers should be replaced as stocks become worn / depleted by new colour coded waste receptacles in line with the colour coding set out in Memorandum 07-01.
- 25.4.40 All hazardous healthcare waste bags / containers must be sealed with a numbered tag or label for identification purposes or stored in a uniquely identifiable (bar-coded) container for audit purposes.
- 25.4.41 Bins must be suitable for storage of all domestic waste and its subsequent transportation from Site. If appropriate, bins must be BS/UN approved and must clearly display appropriate UN markings i.e. UN number within a hazard warning diamond or equivalent industry standard markings.
- 25.4.42 Bins must be fully maintained and serviced by the Contractor at all times and must be replaced without additional costs to the Participating Authority(s) when required. The Contractor shall immediately (within one working day) replace damaged bins with undamaged bins on a one for one basis and the damaged bins must be removed from the site without delay. As a guide and without limitation, damaged bins include those which are split, have non-working locks or brakes, or have loose wheels. The Contractor will have a system in place for the recording and reporting of faulty bins. (i.e. Contractor supplied tags to attach to the bins)
- 25.4.43 All Bins must be cleaned and disinfected by the Contractor after each service exchange and the cleaning will be to a standard acceptable to the Participating Authority(s) Infection Control Departments. As a guide and without limitation this requires the bins to be free of visible soiling inside and out and odour free.
- 25.4.44 The Contractor must ensure that the bins are locked before loading on to the vehicles.
- 25.4.45 The Contractor should ensure that empty bins, and bins which are less than a third full, are noted and a list of the sites and dates where bins were not more than a third full are sent to the relevant Participating Authority's Authorised Officer on a monthly basis
- 25.4.46 Bins should have provision for the attachment of a label or tag to identify their contents. For example the use of coloured plastic tags that identify the contents of specific bins, the Contractor is to supply the tags. The Contractor will supply suitably coloured tags for each waste stream as per the UN, EWC colour coding.
- 25.4.47 The Contractor must not place any waste originating from any other source other than the individual Participating Authority(s) in any bin used for the purposes of the contract.

#### **Storage of Hazardous Waste**

- 25.4.48 The Contractor(s) is required to provide clean, individually numbered (where appropriate), lockable and wheeled (where appropriate) containers at all times for all areas. The purpose is to store bagged healthcare wastes and sharps containers.
- 25.4.49 The containers, subject to the approval of the Participating Authority(s) authorised officer(s), shall minimise the handling of waste and be compatible with both the Participating Authority(s) and the Contractor's transportation systems. Contractors shall fully describe the number of containers to be provided on site/s to store both healthcare and hazardous healthcare waste awaiting collection and shall fully describe the type and size of available bins to service this Framework Agreement. (I.e. One-way burn bins, reusable containers, 1100 Litre Euro Bins etc.). The Participating Authority(s) reserves the right to accept or reject any proposals provided by Contractor(s).

- 25.4.50 Containers that become unsuitable for continued use through wear, loss or any other reasonable reason shall be withdrawn immediately from service and replaced as necessary at the Contractor's expense.
- 25.4.51 The containers will remain the property of and be maintained by the Contractor(s) throughout the contract(s) derived under this Framework Agreement. The containers must be promptly removed from the hospital site on the expiry or termination of the contract.
- 25.4.52 The Contractor(s) shall ensure that there are an agreed number of containers available at all times, to meet the requirements of the collection of Healthcare waste across the Participating Authority(s) during the length of the contract(s) derived under the Framework Agreement.
- 25.4.53 The Contractor(s) will be required to provide containers in excess of normal requirements to accommodate emergency overflow of Healthcare waste. Documented evidence must be provided of contingency plans in the event of major plant or transport failure.
- 25.4.54 All containers used for healthcare waste collection will be colour coded and labelled as per Section 7 of the Health Technical Memorandum 07-01 Safe Management of Healthcare Waste and meet all requirements of current legislation (i.e. UN Guidance and Markings).
- 25.4.55 The Contractor(s) shall be responsible for the internal and external cleaning of the containers, with an agreed cleaning schedule established with the Participating Authority(s) prior to the contract(s) commencing.
- 25.4.56 Each Contractor must identify in a maximum of 250 words, how containers would be cleansed and disinfected before being returned to the various collection points for re-use. Contractors shall include full details of the proposed method of cleansing, which shall comply with the Environment Agency requirements.
- 25.4.57 The container shall have no rough or inaccessible surfaces, to ensure total internal and external cleansing. The container should withstand frequent cleansing without deterioration in quality and not be liable to corrosion.
- 25.4.58 Contractors should describe how their cleaning process would minimise cross infection.
- 25.4.59 Contractors must take into account the relevant Health and Safety Executive and Environment Agency regulatory standards.
- 25.4.60 Each container must be uniquely identified by a number / code, as part of the Contractor(s) recording system. This should be detailed in the Contractor's submission.
- 25.4.61 The Contractor(s) may be requested to provide an agreed number of hooks, towing bars etc. where applicable to enable the containers to be towed. The Contractor(s) is also required to provide replacements as required throughout the Framework agreement, and any subsequent contracts that are derived under the Framework Agreement, due to normal wear and tear.
- 25.4.62 The Contractor(s) is to provide the agreed number of container keys, at the beginning of any contract derived under the Framework Agreement to the Participating Authority(s) authorised officers and all replacement keys that may be required for the duration of the contract. The cost of issuing an initial set of keys at the commencement of the contract is to be included in the contract price.
- 25.4.63 The Contractor(s) is to provide replacement keys as and when required by the Participating Authority(s) authorised officers upon request. The Contractor will supply keys "at cost".
- 25.4.64 The Contractor(s) will be required to strictly adhere to all documentation requirements in relation to the safe and correct disposal of Hazardous Healthcare waste.
- 25.4.65 All Contractors must provide a comprehensive breakdown of costs associated with the disposal of Hazardous Healthcare waste (i.e. cost of bins, transportation, hazardous waste consignment note, disposal etc.) within Schedule 6 – Commercial Schedule.

#### **Collection of Hazardous Non Healthcare Waste**

- 25.4.66 The Contractor(s) shall collect containers and replace them with cleansed empty containers in accordance with an agreed schedule, by each of the authorising officers of the Participating Authority(s).
- 25.4.67 The Contractor(s) must ensure that all replacement empty containers are functional as per relevant legislation prior to their return to the site.

- 25.4.68 Hazardous waste will be delivered to the agreed collection / storage areas on each site by the user in accordance with the schedule provided agreed at the start of the contract. The schedule, to be agreed by the Participating Authority(s), shall reflect the hours of business and needs of the individual Participating Authority(s).
- 25.4.69 Each Contractor shall identify a sufficient number of containers and size to be supplied. This shall be agreed with the Participating Authority(s) prior to the commencement of the contract.
- 25.4.70 Contractor(s) will ensure that exact quantities of Hazardous Waste generated can be reported to each individual Participating Authority on a monthly basis. Evidence of proposed mechanisms and reporting systems will need to be provided at Mini Competition stage.
- 25.4.71 The Contractor(s) must provide itemised details of charges on a monthly basis for the disposal of Hazardous Waste.
- 25.4.72 Containers supplied by the Contractor(s) (wheeled carts or rigid plastic/steel) must be UN performance tested to meet the appropriate requirements, and packaged in accordance with the ADR (as set out in Section 8 of Health Memorandum 07-01: Safe Management of Healthcare waste, which may be subject to further amendments) It is the Contractors responsibility to adopt any improvements or changes in regulation which may supersede this document and provide details of such in writing to the Participating Authority(s). In the case of UN3291 Clinical Waste, Unspecified, N.O.S., of packaging instructions P621. IBC 520 and LP621.
- 25.4.73 In respect of 25.4.72 above the appointed contractor(s) is to supply a copy of the relevant Test Certificate to the Participating Authority(s) and to comply with the conditions stated within the Certificate.
- 25.4.74 In respect of 25.4.72 above the appointed Contractor(s) is required to correctly mark and label the packaging with Proper Shipping Name, UN number and Class 6.2 Danger Label before they are loaded onto a vehicle for the purpose of carriage on public roads.
- 25.4.75 The Contractor(s) must provide electronically itemised details to the Participating Authority(s) of costs and weights on a monthly basis for the disposal of Domestic and General Waste.

#### **Recording of Waste Collection and Disposal**

- 25.4.76 All waste collected will be covered by a Waste Transfer Note in accordance with the Environmental Protection Act 1990. Details of applicable charges for the provision of Waste Transfer Notes must be stated in Schedule 6 – Commercial Schedule.
- 25.4.77 All Waste Transfer Notes and Hazardous Waste Consignment Notes must be signed by the Participating Authority(s) representative(s) before waste is removed from Participating Authority(s) premises.
- 25.4.78 The weight of each consignment 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.
- 25.4.79 A consignment note system is to be used for each collection. The Contractor(s) shall provide a receipt recording the time and date of collection, the identification of bags/containers collected, the registration number of the vehicle and the final destination of the waste.
- 25.4.80 A copy of this consignment note will be provided on a monthly basis to the Participating Authority(s) representative(s).
- 25.4.81 After the delivery of each load the operator of the waste treatment facility shall issue to the Contractor(s) a receipt recording the time, date and disposal method/point of the load shall be forwarded together with the monthly invoices to the Participating Authority(s) representative(s).
- 25.4.82 Contractor(s) will provide to the Participating Authority(s) on a monthly basis agreed reports in electronic format.
- 25.4.83 All consignment and receipt notes shall be consecutively numbered.

- 25.4.84 Contractors must confirm in their Tender proposal that a certificate of destruction for confidential waste will be provided to the Participating Authority for onsite destruction and/or for offsite disposal.
- 25.4.85 "Destruction" shall mean the process of eliminating or deleting Confidential Material beyond any possible reconstitution
- 25.4.86 For the avoidance of doubt this material will include records, information and data of a confidential and/or sensitive nature and may include (but is not limited to) information which is "data", "personal data" and/or "sensitive personal data" as defined by the Data Protection Act 1998.

#### **Transport of Waste**

- 25.4.87 Contractor(s) shall at all times maintain a comprehensive Transportation Plan giving details of routes, collection points, timetables, vehicles and driver details. The Transportation Plan should allow sufficient flexibility to accommodate any reasonable special needs that the Participating Authority(s) may have. The Contractor(s) shall consult the Participating Authority(s) regarding any alterations.
- 25.4.88 Contractors must provide details within their written proposal details 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 with details of the technology and processes you may have in place to accommodate GPS tracking of vehicles and the benefits the Participating Authority(s) can realise from such systems.
- 25.4.89 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.
- 25.4.90 Vehicles must be maintained to a high standard of reliability and roadworthiness and will be subject to inspection at any reasonable time and may (but not unreasonably or (vexatiously) instruct the Contractor(s) not to use the said vehicles in the provision of the services. All vehicles used must conform to the Motor Vehicles (Construction and Use) Regulations.
- 25.4.91 The interior and exterior of all vehicles must be kept clean and tidy. The Contractor(s) will be required to demonstrate that they can provide adequate cover for the non-availability of vehicles for any reason.
- 25.4.92 The vehicles shall at all times, at the expense of the Contractor(s), be appropriately licensed and insured.
- 25.4.93 The Contractor(s) shall provide evidence of insurance and breakdown cover for all vehicles. Evidence of insurance and breakdown cover provision will be required to be produced to the Participating Authority(s) representative(s) upon request.
- 25.4.94 The Contractor(s) 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 Framework Agreement.
- 25.4.95 Contractors shall 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.
- 25.4.96 Contractor(s) will provide the Participating Authority(s) representative(s) with a copy of the Dangerous Goods Safety Advisor report on an annual basis.
- 25.4.97 The Contractor(s) 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 Authority(s) are not in breach of their Duty of Care.

25.4.98 In the event of non-availability of vehicles for any reason including fuel shortage, the Contractors must provide clear and detailed contingency plans within their tender proposal.

#### **Vehicle Access**

25.4.99 Vehicle access at Participating Authority(s) will be disclosed to the Contractor(s) within each Participating Authority's specific Mini Competition tender. Site parking will only be permitted during the period of loading and unloading.

25.4.100 The Contractor(s) will ensure vehicles used to collect waste/serve any contracts derived under the Framework Agreement will avoid the blocking/disruption to vehicles or public access to of the Participating Authority(s) sites.

#### **Waste Stream / Transfer, Treatment, Disposal Facilities**

25.4.101 Contractors are required to provide full details of each waste stream, waste transfer, treatment and disposal processes they propose to use during the course of the Framework Agreement.

25.4.102 Contractors must provide copies of licences/permits of any disposal/treatment sites that are proposed for use to service this Framework Agreement – as stipulated in Section 7 (Licences) of the Framework Agreement specification and must also be provide within each Mini Competition Tender.

25.4.103 Contractors are required to provide full details regarding the performance history of all proposed facilities (including contingency facilities) that will be used to service the Framework. Information should include:

- 25.4.103.1 Use and performance;
- 25.4.103.2 Efficiency testing;
- 25.4.103.3 Ash residue (if incinerator/if appropriate);
- 25.4.103.4 Microbiological treatment standard (non incineration only);
- 25.4.103.5 Material testing (non incineration only); and
- 25.4.103.6 Storage and testing of shredded material (non incineration only).

#### **Disposal of Hazardous Non Healthcare Waste**

25.4.104 The Contractor is to allow for the separate collection of hazardous non healthcare wastes and provide suitable disposal systems to ensure their safe disposal, details to be included in the tender.

25.4.105 Contractors must confirm within their tender proposal full details of the Primary sites where hazardous non healthcare waste will be disposed of/treated. Contractors must advise the Participating Authority(s) of the full name and address(s) of the Primary Sites(s)/facilities that will apply to the individual Participating Authority(s) contracts.

25.4.106 In the event of the Primary waste facility being unavailable, all Contractors must provide clear and detailed contingency plans within their tender proposal. The successful Contractor(s) will be expected to continue to fulfil their obligations to NHS SBS, Participating Authority(s) in such circumstances.

25.4.107 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.

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

25.4.109 All waste management operations must be carried out in accordance with all current relevant legislation. Evidence to this must be auditable and available on demand by the authorised officers of Participating Authority(s).

25.4.110 The Participating Authority(s) reserves the right to visit the specified site(s)/facilities(s) in accordance with its "Duty of Care" responsibilities under the Environmental Protection Act 1990.

25.4.111 If the Contractor(s) contingency plans are reviewed/updated during the course of the Framework Agreement, written confirmation must be provided to the Participating Authority(s) within 2 weeks.

- 25.4.112 Contractors shall provide written confirmation that any designated waste disposal plant/facility or standby facilities named within their tender proposal are permitted / authorised by the Environment Agency/Local Authority to receive Healthcare waste from the Participating Authority(s).

#### **Disposal of Domestic, General and Offensive Waste**

- 25.4.113 The Contractor is to allow for the collection of domestic, general and Offensive wastes and provide suitable disposal systems to ensure their safe disposal, details to be included in the tender.
- 25.4.114 Contractors must confirm within their tender proposal full details of the where domestic, general and Offensive Waste will be disposed of/treated. Contractors must advise NHS SBS, Participating Authority(s) of the full name and address(s) of the Primary site(s)/facilities that will be utilised for this Framework.
- 25.4.115 In the event of the Primary waste facility being unavailable, all Contractors must provide clear and detailed contingency plans within their tender proposal. The successful Contractor(s) will be expected to continue to fulfil their obligations to NHS SBS, Participating Authority(s) in such circumstances.

#### **Disposal of Miscellaneous Waste**

- 25.4.116 The Contractor is to allow for the collection of miscellaneous wastes and provide suitable disposal systems to ensure their safe disposal, details to be included in the tender.
- 25.4.117 Contractors must confirm within their tender proposal full details of the Primary sites where miscellaneous waste will be disposed of/treated. Contractors must advise NHS SBS, participating Participating Authoritys/Participating Authorities of the full name and address(s) of the site(s)/facilities that will apply to the individual Participating Authority(s) contracts.
- 25.4.118 In the event of the Primary waste facility being unavailable, all Contractors must provide clear and detailed contingency plans within their tender proposal. The successful Contractor(s) will be expected to continue to fulfil their obligations to NHS SBS, Participating Authority(s) in such circumstances
- 25.4.119 Contractors should provide evidence in their Tender proposal of a secure and restricted access at the Contractors facilities/transfer station to shredded confidential waste waiting for disposal by the Contractor.
- 25.4.120 Contractors should provide evidence in their Tender proposal that all employees in contact with the shredded documentation and any Confidential Waste have signed confidentiality agreements.
- 25.4.121 Contractors may add additional/new disposal facility sites during the contract period, subject to the waste produced and the most cost effective disposal routes for these wastes.

#### **Major Incidents**

- 25.4.122 In the event of a major incident occurring, the Contractor(s) will be responsible for disposing of the waste generated by the Participating Authority(s).
- 25.4.123 Waste generated during a major incident may consist of non-hazardous waste streams.
- 25.4.124 The Participating Authority(s) in conjunction with emergency services and the Environment Agency will advise the Contractor(s) of the nature of the waste.
- 25.4.125 Contractor(s) should note that subject to the major incident in question, additional bins/containers maybe required in addition to bins/containers already on site(s).

#### **Recycling and Waste Minimisation**

- 25.4.126 Contractors are required to provide a proposal within their tender submission, which will address the issue of recycling waste minimisation and strategies to move towards Alternative

Technologies. A key aim for the successful Contractor(s) will be their ability to develop existing recycling activity as well as proposals to increase the recycling activity in all waste streams.

- 25.4.127 NHS SBS Participating Authorities welcome proposals from Contractors on alternative methods of disposal (i.e. Materials Reclamation Facility (MRF) route or alternative procedures) of un-segregated Domestic, General, and Offensive waste to landfill or other immediate disposal.
- 25.4.128 The Participating Authority(s) reserves the right to visit the specified site(s) in accordance with its "Duty of Care" responsibilities under the Environmental Protection Act 1990.
- 25.4.129 The Participating Authority(s) must be advised of the locations of the proposed recycle site(s) and or transfer station(s). Any subsequent changes during the contract period must be notified in writing in advance to the Participating Authority(s). This prior notification must be received at least one month before the subsequent changes take place.
- 25.4.130 During instances of operational constraint when one month's notice is not feasible, such as unplanned site closures/downtime, the Contractor shall advise the Participating Authority, as soon as this is known, prior notice of a disposal outlet change.

#### **Spillage / Accidents**

- 25.4.131 Spillages and/or accidents must be immediately reported to the Participating Authority(s) contact(s) and confirmed in writing within 48 hours.
- 25.4.132 Contractors must provide a method statement for dealing with any spillage, burstage or accident within their proposal.
- 25.4.133 Costs arising to clear spillages, burstages or accidents that occur shall be included within the Schedule 6: Commercial Schedule.

#### **Noise Control**

- 25.4.134 The Contractor(s) shall ensure that all measures are taken to control the noise levels produced by his operations on the Participating Authority(s) site(s) required under or by virtue of any enactment, regulation or Codes of Practice or by the working rules of any industry.
- 25.4.135 The Contractor(s) attention is drawn in particular to Part III of the Control of Pollution Act 1974, Part III of the Environmental Protection Act 1990 and any Regulation made or Codes of Practice approved there under, the Noise and Statutory Nuisance Act 1993 and Directive 92/97/EEC amending Directive 70/157/EEC on the approximation of the laws of the Member States relating to the permissible sound level and the exhaust system of motor vehicles and the UK regulations made there under.

#### **Tracking and Audit Requirements**

- 25.4.136 The Contractor will put in place a system of tracking and auditing bin movements which is acceptable to and easily monitored by the Participating Authority(s). This system which may be by bar coding or a numbered bin system must be maintained by the Contractor. It should permit the identification and monitoring of all bins, from the waste yard, to the wards/departments, the return to waste yard, to the carriers vehicle and through to the waste disposal site.
- 25.4.137 The information collected by the system set up under Condition 5.29.1 is to be supplied to each Participating Authority(s) in respect of their Sites either on a monthly basis or as requested by that Participating Authority(s) (this may be daily for some of the larger sites).
- 25.4.138 The reports received by the Participating Authority(s) under Condition 5.30.2 will be compared by the Participating Authority(s) with the Consignment Notes and Waste Transfer Notes which correspond with each collection of clinical healthcare waste. This will ensure accurate recording and correlation of all waste transferred off site.

#### **Equipment**

- 25.4.139 Contractors shall indicate within their tender submission a written proposal of additional equipment (i.e. waste storage/holding), which could form part of the contract. NHS SBS Participating Authorities reserve the right to accept or reject all or part of the proposals submitted.
- 25.4.140 Written proposals for additional equipment should include the following information:
- 25.4.140.1 Perceived benefits / opportunities for the Participating Authority(s) if equipment is utilised.
  - 25.4.140.2 Service / Maintenance Schedule for each piece of equipment proposed.
  - 25.4.140.3 Call out / response rates if equipment out of use or temporary unavailable.
  - 25.4.140.4 Full cost details of any costs for additional secret equipment to be included within Schedule 6 – Commercial Schedule (under Additional Costs).

## **25.5 Lot 5 Confidential Waste Destruction & Disposal**

- 25.5.1 The aim of this Lot is for the awarded Contractor(s) to handle all confidential waste, allowing Participating Authorities to comply with legislation and best practices surrounding the handling of confidential waste and ensuring that the client, employee and confidential business information is kept secure at all times for destruction or destroyed as defined by the Data Protection Act 1998.
- 25.5.2 The Contractor(s) must be able to provide scheduled and or ad-hoc collections for the following types of containers:
- 25.5.2.1 Office consoles (lockable)
  - 25.5.2.2 Wheeled bins (various sizes and lockable)
  - 25.5.2.3 Tied bags / sacks
- 25.5.3 The Contractor(s) must be able to provide for the following types of services:
- 25.5.3.1 On-site shredding
  - 25.5.3.2 Off-site shredding
  - 25.5.3.3 Scheduled collections (i.e. weekly/fortnightly/monthly)
  - 25.5.3.4 Ad hoc collections
  - 25.5.3.5 Centralised collections (i.e. one collection point)
  - 25.5.3.6 Contractor collection (i.e. contractor collects from various points on-site, typically consoles)
  - 25.5.3.7 By appointment to domiciliary locations.
- 25.5.4 All shredded documents should be sent to a paper mill to be recycled.
- 25.5.5 Contractor(s) shall provide a certificate of destruction for confidential waste, certificate will be provided to the Trust for onsite destruction and/or for off-site disposal.
- 25.5.6 Confidential Material must be destroyed beyond any possible reconstitution
- 25.5.7 For the avoidance of doubt this material will include records, information and data of a Confidential and/or sensitive nature and may include (but is not limited to) information which is “data”, “personal data” and/or “sensitive personal data” as defined by the Data Protection Act 1998.
- 25.5.8 Contractor(s) shall provide evidence in their Tender proposal of a secure and restricted access at the participating authority facilities/transfer station to shredded confidential waste waiting for disposal by the Contractor.
- 25.5.9 Contractor(s) shall provide in their Tender proposal that all employees contact with the shredded documentation and any confidential waste have signed confidentiality agreements and are BS 7858 security checked including all agency staff.
- 25.5.10 Contractor(s) must give guidance to Participating Authorities on recycling/other environmental best practices.

- 25.5.11 Contractor(s) must provide an account manager and perform regular review meetings with Participating Authorities.
- 25.5.12 Contractor(s) must provide the Participating Authorities, if requested, with a choice of invoicing, for example one invoice per site or one consolidated invoice etc.
- 25.5.13 Contractor(s) must provide the Participating Authorities with risk assessments and method statements for areas of significant risk

#### **Mandatory Legislation**

- 25.5.14 Contractors must have in place / adhere to the following legislation:

- 25.5.14.1 Waste Carriers Licence

- 25.5.14.2 BS EN 15713 (Secure Destruction of Confidential Material).

#### **25.6 Lot 6 Total Waste Managed Solution**

- 25.6.1 The scope of the Total Waste Managed Solution Service will include at least two service areas, classified under Waste Management and Minimisation Services this will be agreed at contracting stage. The Agreement may include, but not be limited to the individual service areas or bundled service areas forming part of this Agreement.
- 25.6.2 Two or more contractors may form a partnership to deliver the total waste management solution.

#### **Performance Monitoring**

- 25.6.3 The Contractor shall carry out the following performance monitoring process, in conjunction with what is agreed with each Participating Authority:
  - 25.6.3.1.1 Take note of the prioritisation of reported service performance failures.
  - 25.6.3.1.2 Have procedures and systems in place to record information in support of performance monitoring and to enable regular robust performance reporting.
  - 25.6.3.1.3 Monitor the performance of the services and produce monthly, quarterly and annual performance reports for the Participating Authority(s).
  - 25.6.3.1.4 Operate the Participating Authority(s) Management Information System, in order to analyse information on the performance of each aspect of the service specification. The Contractor will report performance against defined performance requirements.

#### **Key Performance Indicators**

- 25.6.4 Key Performance Indicators will be agreed with the Participating Authority at a local level, and the Contractor will monitor their performance against these.

#### **Contract Management**

- 25.6.4 The Contractor will work closely with the Participating Authority to formulate a process for Contract Management. This will ensure that regular contact is achieved between the Contractor and the Participating Authority.
- 25.6.5 The Contractor shall allocate a key contact to manage the relationship with the Participating Authority.
- 25.6.6 Regular meetings shall be held between the Contractor and the Participating Authority to review the performance, efficiency and effectiveness of the Services. The frequency of these meetings shall be agreed between the Contractor and the Participating Authority prior to the contract commencing, but shall be monthly as a minimum.
- 25.6.7 Complaints arising from the services provided will be managed by the Contractor and the Participating Authority shall be made aware of the complaints and kept up to date with how they are being managed.

#### **Reporting**

25.6.8 The Contractor shall provide monthly service reports to the Participating Authority. The detail of these shall be agreed between the Contractor and the Participating Authority before the contract commences.

25.6.9 The reports shall include as a minimum, but not be limited to the following:

- 25.6.9.1 Reports will be provided for each site that the Contractor is providing a service to the Participating Authority for.
- 25.6.9.2 A summary of all operational activities provided, highlighting planned dates and actual dates when activities were carried out.
- 25.6.9.3 A summary of the service performance.
- 25.6.9.4 Details on any requests for contract variation.
- 25.6.9.5 Details of all complaints and remedial action taken or in progress.
- 25.6.9.6 Statement of accounts demonstrating full visibility of the invoiced amounts, payments made by the Participating Authority and payments made to sub-contractors.
- 25.6.9.7 Forthcoming changes in legislation that may impact the service.
- 25.6.9.8 Health, Safety and environmental breaches and recordable accidents, incidents and near misses relating to the building and or the services provided
- 25.6.9.9 Recommendations on the content of the Participating Authority's Safety Management Information System.
- 25.6.9.10 Review of staffing numbers, and management structure including a full list of site staff showing name, job descriptions, work location, Disclosure and Barring Services (DBS) status, licences and other relevant certification/qualification details as required.
- 25.6.9.11 Service delivery proposals and contractual issues if any changes have occurred.
- 25.6.9.12 Reporting on waste management and waste streams
- 25.6.9.13 All performance monitoring must be agreed with each Participating Authority, before the contract starts.

#### **Standards**

25.6.10 All standards (and as amended) referenced as part of this specification of the procurement should be adhered to, in addition to any required standards that may form part of a mini competition with individual Participating Authorities.

#### **Staffing**

25.6.11 All staff assigned to the contract should have the required competencies and qualifications to fulfil the service and required role. The Contractor is responsible for ensuring that this happens.

#### **Sub-Contractors**

25.6.12 The Contractor is responsible for managing all aspects of subcontracting, in order to ensure that all services received meet the requirements of the contract. This will include, but not be limited to the following:

- 25.6.12.1 Protecting the Participating Authority from any risks associated with the sub-contractor.
- 25.6.12.2 Measuring the performance of the sub-contractor against agreed Key Performance Indicators
- 25.6.12.3 Problem solving and dispute resolution
- 25.6.12.4 Auditing and inspecting the sub – Contractor's work, ensuring that they comply with all contractual requirements and legislative requirements.
- 25.6.12.5 Establish and maintain appropriate records and information management systems to record and manage the performance of the Contractor
- 25.6.12.6 Managing communication between the Participating Authority and the sub-contractors.
- 25.6.12.7 Ensuring that sub-contractors have the appropriate up to date training and competencies to carry out the service or role that they have been assigned to.
- 25.6.12.8 The Contractor is responsible for ensuring that all sub-contractors and supply chain partners have appropriate insurance and that they are legally and professionally compliant in all activities whilst operating within the Participating Authority's premises.

#### **Human Resource Issues**

25.6.13 All staff must be supplied with a suitable uniform to be agreed with the Participating Authority and must present a neat and tidy appearance at all times.

25.6.14 The Contractor's staff should wear clear identification at all times.

## **Information / Technology Systems**

25.6.15 The Contractor shall work closely with the Participating Authority's IT Department and IT Contractors, during the initial stages of setting up the Operations, in order to fully integrate its proposed systems, with the Participating Authority's existing ones.

## **Handover of Services**

25.6.16 In the event that the contract expires, or there is an early termination of the Contract, the Contractor shall:

- 25.6.16.1 Ensure that there is no impact to the services up to and including the final day of the Contract Period.
- 25.6.16.2 Ensure that all work is transferred to a new Contractor(s) as smoothly and efficiently as possible
- 25.6.16.3 Any outstanding work shall be finalised at an appropriate stage as agreed with the Participating Authority.
- 25.6.16.4 The Contractor shall hand over to the Participating Authority all documents and information relating to the Services
- 25.6.16.5 The Contractor shall return to the Participating Authority any equipment owned by the Participating Authority and used by the Contractor.
- 25.6.16.6 Demonstrate full cooperation with any incoming Contractor(s).

## **Data**

25.6.17 All data shall remain the Intellectual Property Rights of the Participating Authority.

## **TUPE**

25.6.18 Terms regarding TUPE are outlined as part of the standard NHS terms and conditions, however the Contractor must work with the Participating Authority to understand any potential TUPE requirements and work together to manage this through the process.

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