

OPERATIONAL STRUCTURE AND SYSTEMS: ANNUAL REPORT

1. The Contractor shall ensure that the Authorised Officer has at all times an up-to-date statement setting out his intended operational structure and systems of working, including the following:
 - a) the name of the Company Director or Chief Executive who will have direct overall responsibility for the Contract Manager, together with the names of the Contract Manager and all Supervisors and administrative staff involved in the day-to-day operation of the Contract;
 - b) the roles and tasks of the Contract Manager, Supervisors and administrative staff and how these interact;
 - c) the normal days and hours of working of the Contract Manager, Supervisors and administrative staff;
 - d) the types and number of vehicles and plant to be used including make and type of bin lifting and emptying equipment and details of the Contractor's Vehicle Operators Licence;
 - e) the vehicles and plant that the Contractor plans to replace in the current financial year (April to March);
 - f) descriptions of the categories of employees and the number of employees in each category;
 - g) the normal days and hours of working of employees and the expected allocation and utilisation of vehicles and plant (spare capacity of all plant dedicated to this Contract is to be available for utilisation and possible growth without charge);
 - h) [Not used]
 - i) the Contractor's Customer Care, Equal Opportunities, Health & Safety, and Environmental Policies;
 - j) descriptions of methods and systems of working including measures and actions to be taken by all staff and employees to ensure the highest practical standards of customer care, equal opportunities, the safety of themselves and others whilst at work, an environmental stewardship report detailing steps taken over the previous year, and planned over the year ahead, to ensure compliance with the Council's Environmental Policy, and specifically the steps taken and to be taken to reduce the consumption of all forms of energy, materials, and water used in

delivering the Services. (This environmental stewardship report shall include any vehicle maintenance operations carried out by or for the Contractor in the Council's Pembroke Road workshop.)

- j) descriptions of methods and systems for inspecting and servicing vehicles and the maintenance of records relating to these.
2. The Contractor may propose changes to the details submitted using the service change provisions set out in the Contract.

REPORTING AND COMMUNICATION

3. The Contractor shall immediately inform the Authorised Officer of any vehicle breakdown providing details of the registration number of the vehicle concerned, the time and location of the breakdown, and a brief description of the vehicle fault. (This is to assist the Council in its customer service function.)
4. Whenever a reserve vehicle is put to work on the performance of any service included in this Contract, the Contractor shall immediately inform the Authorised Officer of the registration number of the vehicle concerned together with details of the round or schedule to which the vehicle has been allocated and its starting time.
5. The Contractor shall immediately inform the Authorised Officer of any serious accident involving any vehicle being used in the performance of any service included in this Contract, whether involving any personal injury or not. The Partnership Board shall determine, and keep under review, the type of accidents that are to be deemed 'serious' for the purposes of this and subsequent clauses.
6. The Contractor shall immediately inform the Authorised Officer in writing of all serious accidents and dangerous occurrences to its employees and staff incurred whilst carrying out any of the services included in this Contract. The Contractor shall also make available all accident reports for inspection by the Authorised Officer or his appointed representative. The Contractor may from time to time be required by the Authorised Officer to carry out an investigation and study of accidents and to propose measures to reduce their occurrence.
7. During the day, each of the Contractor's waste and recycling collection crews shall compile a concise written report setting out details of:

- a) all properties, premises or locations where it was not possible to carry out or complete collections of waste or recyclable materials, or to perform any other of the specified Services.
 - b) the type of collection or Services not carried out or completed, and the reasons in each case;
 - c) any address where it was impracticable to return bins within the property boundary, together with an explanation of the circumstances;
 - d) any address from which bins have been lost, together with an explanation of the circumstances;
 - e) any address at which bins or containers have been damaged, or are found to be damaged, together with a brief description of the damage and an explanation of the circumstances;
 - f) any damage caused to any property, premises, highway, or street furniture together with a brief description of the damage and an explanation of the circumstances;
 - g) any properties, premises or locations where commercial customers are overproducing on the size of their contract, as well as any breaches or concerns in relation to health and safety.
8. The Contractor shall make available to the Authorised Officer a copy of each crew's Daily Report by the end of each daily shift and shall keep all such Daily Reports for investigation as required by the Authorised Officer.
9. The Contractor shall be required to maintain concise records of labour deployed, work achieved, and work missed on a daily basis. Each month a copy of the previous month's records shall be presented to the Authorised Officer showing details of:
- a) the total labour deployed, together with absence and attendance levels, for each part of the works;
 - b) the delivery of the waste collection and street cleansing services including details of performance and non-performance in relation to recycling, household waste, narrow access streets, commercial waste (days, evening and nights) bulk bins, containers, skips, roll-on-off, street cleansing including manual street sweeping, pedestrian controlled mechanical sweeping, highway flushing and cleansing, litter bin emptying, litter bin site

checking and replacement, gully cleansing, dump clearance, chewing gum removal, and private street services;

- c) all requests received for the removal of waste dumps;
 - d) the registration number of every vehicle being used in the performance of any service included in this Contract, together with a reference to the round or schedule to which they have been allocated;
 - e) the delivery of the public conveniences services including the hours the conveniences were open, faults reported, and any problems encountered;
 - f) the delivery of other services including street market cleansing, winter salting of roads and pavements (when relevant), container cleansing and maintenance, and salt bin cleansing (when relevant);
 - g) the delivery of services in relation to special events including Notting Hill Carnival, and emergencies.
10. Wherever problems with waste or recycling collection persistently occur at particular locations, the Authorised Officer may require the Contractor to arrange for a Supervisor to visit the location at, or shortly after, the time of collection and make a signed written report; any such report shall include details of the location concerned, the date and time of inspection, whether refuse had been collected and if so, whether bins had been properly returned within property boundaries. A copy of all such reports shall be passed to the Authorised Officer as soon as possible and the original kept by the Contractor.
11. The Contractor shall supply the Authorised Officer on request with copies of all Duty of Care documents including an Annual Waste Transfer Note and any other Transfer Notes.
12. For the avoidance of doubt, all the Contractor's operational records relating to the performance of the Services – whether referred to in the above paragraphs or not - shall be made available on request to the Authorised Officer.

MEETINGS BETWEEN THE COUNCIL AND THE CONTRACTOR

13. The Authorised Officer may require the Contractor to attend meetings concerning the Contract at any time following reasonable notice. In addition to meetings of the Partnership Board, the

Contractor shall nominate suitable and/or managers or supervisors to attend the following routine meetings throughout the period of the Contract at venues and on dates to be specified by the Authorised Officer:

- a) a weekly meeting to discuss routine operational performance
 - b) monthly Partnership Liaison Meeting (PLG) to discuss service performance and requirements
 - c) quarterly Senior Management meetings to discuss operational performance and programming at a strategic level
 - d) a year end review to discuss and formulate changes to the Quality Assurance Scheme;
 - e) an annual meeting to discuss the forthcoming years' budget, work and service proposals, programmes and health & safety and environmental standards.
14. Either party may raise any matter concerning the performance of the Contract by placing it on a written agenda. The proceedings of the meetings, with the exception of the weekly operational meeting will be minuted by the Authorised Officer and submitted to the Contractor for agreement within the following week.

CONTRACT MONITORING

15. The Contractor shall co-operate with the Authorised Officer in monitoring the Contractor's performance against the provisions of the Contract and Specification. The Council's monitoring shall include:
- a) random sampling and inspection of all aspects of work carried out or specified;
 - b) observation of work whilst being carried out and assessment of compliance with agreed methods and systems of work including health and safety and environmental requirements;
 - c) inspection of vehicles, plant and equipment;
 - d) inspection of all documented service records kept by the Contractor;

- e) evaluation of complaints received by the Council or the Contractor

CUSTOMER CARE

16. The Contractor shall ensure that all its employees provide the highest possible standards of customer care at all time. The Contractor shall train all operatives and supervisory, administrative and managerial staff to achieve the required standard of customer care, and shall make available to the Authorised Officer on request details of its training programmes and details of training actually delivered to each employee. The Contractor shall from time to time monitor its employees' standard of customer care, and shall make available such monitoring records to the Authorised Officer on request.
17. The Contractor shall ensure that all its employees are at all times polite, friendly, and helpful to members of the public, and act in a manner which reflects well on the Royal Borough' reputation and image. The Contractor shall ensure that its operatives go out of their way to assist any resident who has special needs with the collection of domestic waste.
18. The Contractor shall ensure that all its employees when driving vehicles on the highway do so with the utmost courtesy and in strict compliance with the provisions of the Highways Code.
19. The Contractor staff shall answer all telephone calls promptly. When answering a call, the Contractor's staff shall give the name of the Contractor, their own name, and offer assistance.
20. The Contractor shall provide all operatives with a distinctive uniform appropriate to the nature of their tasks together with such protective clothing as may be necessary during all types of weather. The uniform shall be worn at all times whilst operatives are on duty and maintained in a good and clean condition.
21. The Contractor shall ensure that all operatives wear a brightly coloured reflective vest with a design on the back that has been agreed by the Partnership Board.
22. The Contractor shall ensure that all operatives wear an identification badge stating the wearer's name, job title, the Contractor's name, The Royal Borough of Kensington and Chelsea, the date of issue, and a date of expiry. The Contractor shall seek the approval of the type and style of these identification badges.

23. The Contractor shall make every reasonable effort to ensure that any leaflets, correspondence, or other written communication of any kind that is sent to residents or customers shall be set out in plain English, and in such other languages as may be specified by the Authorised Officer.
24. The Contractor shall use the Council's computerised complaint recording system to record and monitor all complaints from receipt to resolution. The Contractor shall resolve complaints about day-to-day operational matters within the time-scales specified elsewhere in this Contract. The Contractor shall acknowledge the receipt of any written complaint (letter or e-mail) within twenty four hours. The Contractor shall endeavour to resolve all written complaints, including complaints received directly by the Contractor, within three working days and record details of the actions if any that are to be or have been taken in the complaint recording system.
25. The Contractor shall deal with all complaints received (whether received orally or in writing and whether from customers, members of the public or others) in a prompt courteous and efficient manner. The Contractor shall provide management information on complaints to the Authorised Officer on request, and such information will be used as a tool to achieve service improvement at scheduled meetings with the Council.
26. The Contractor shall promptly respond to and deal with all insurance claims against itself or the Council and use its best endeavours to bring such claims to a conclusion within any reasonable time frame that may be requested by the Authorised Officer.
27. The Contractor shall comply with any reasonable instruction given by the Authorised Officer to the Contractor in relation to a claim, complaint, or enquiry received from a resident or a customer or any other person.

QUALITY ASSURANCE

28. The Contractor shall be required to have in place or develop a Quality Assurance Programme in relation to the delivery of the Services and shall achieve accreditation under BS EN ISO 9001:2000 (and its amendments) within eighteen months of the Commencement Date from an appropriate organisation approved by the National Accreditation Council for Certification Bodies.
29. At twelve monthly intervals after certification until the termination of the Contract the Contractor shall ensure that the Authorised Officer has a valid copy of the Quality Assurance Certification together with

a copy of the Contractor's Quality Assurance Plan for the succeeding twelve calendar months. Additionally, the Contractor will provide the results of any quality audits, both internal and external, along with details of any non-conformities. The cost of obtaining and providing copies of the Certification and Quality Assurance Plan shall be borne by the Contractor.

30. From time to time after Certification, the Authorised Officer may carry out quality audits of the Contractor. The Authorised Officer may employ an organisation approved by the National Accreditation Council for Certification Bodies to carry out such audits and will inform the Contractor seven days prior to the start of any quality audit of the name of any such organisation. The Contractor shall make all the necessary staff, facilities, records, and documents available to the approved organisation at no cost to the Council.

VEHICLE AND PLANT: LIVERY AND CLEANLINESS

31. The Council takes great pride in the image portrayed by its contractors, vehicles and plant, and the Contractor shall continue this tradition in respect of the type, colour, livery, and cleanliness of the vehicles and plant. The Contractor shall seek and obtain the express written approval of the Authorised Officer before acquiring any vehicle or plant in connection with the performance of the Services.
32. The Contractor shall not without the express written permission of the Authorised Officer use any vehicle or plant in connection with any of the services unless the colour, livery, branding, and information provision on the vehicle or plant is agreed by the Authorised Officer. For the avoidance of doubt, this requirement shall not apply to ad hoc hire vehicles or plant.
33. The Contractor shall ensure that all vehicles are branded to a design and colour specified by, or agreed by, the Authorised Officer, and maintained accordingly.
34. [Not used]
35. The Contractor shall ensure that vehicles and plant are at all times scrupulously clean and are maintained and kept in a serviceable and roadworthy condition in accordance with all relevant statutory requirements and other regulations having the force of law.
36. The Authorised Officer may, acting reasonably, require the Contractor to clean, repair, paint, or otherwise change the external appearance of any vehicle or plant that appears to him to be detrimental to the Council's image.

37. The Contractor shall wash and clean vehicles in such vehicle wash points/detritus pits as may be specified or permitted by the Authorised Officer. The Contractor shall ensure that wash-down areas are kept clean and free from litter, oil, and dirt such that there is no build-up of deposits of any kind on the ground, on any equipment, or on any cleaning ramp. The Contractor shall clean and clear all drains, channels, and gullies such that they run freely at all times, and shall frequently and regularly clear all detritus pits. The Contractor shall ensure that vehicles are not washed in such a position in any yard that water and/or deposits run across the open yard.
38. The Contractor shall ensure that the washing process consists of a full wash of the vehicle. The Contractor may use high pressure hot water machines and lances if necessary. The Contractor shall ensure that particular attention is given to washing under each vehicle's wheel arches, especially during winter. The Contractor shall ensure that chassis and engine cleaning is undertaken using steam/high pressure hot water such that all underbody grime and oil deposits are removed to a standard commensurate with that required for an HGV "MOT" test.
39. The Contractor shall not in connection with any of the services use any vehicle that is older than eight years from the date of its manufacture without the express written permission of the Authorised Officer. When replacing vehicles the Contractor shall procure new vehicles and bodies direct from the manufacturer or his agent, and shall not use ex-demonstration vehicles without the express written permission of the Authorised Officer.
40. The Council exempts the JCB shovel used for moving salt from the requirements specified above in relation to colour, livery, and maximum age.
41. The Contractor shall make available to the Council any spare capacity in any vehicles or plant deployed on the Services for the purpose of service enhancement.
42. The Contractor shall permit the Authorised Officer or his nominee unfettered access on reasonable notice to all vehicles and plant.
43. The Contractor shall provide and install suitable communications equipment within the cab of each vehicle deployed on the Services so that all operatives and supervisors are in communication with the Contractor's office at all times while at work.

PREMISES

44. The Council shall lease to the Contractor the premises at the Council Offices and sub-depots specified at Appendix A on the terms specified in the leases elsewhere in this Contract.

ENVIRONMENTAL PERFORMANCE

45. The Contractor shall ensure that all its employees are familiar with the principles of the Council's Environmental and Climate Change Policies (and any subsequent amendments thereto), and shall co-operate with the Council in delivering any environmental objectives and targets consistent with those Policies.
46. The Contractor shall ensure that the Services are performed in a manner which is at all times consistent with the Council's Environmental and Climate Change Policies and Air Quality Management Plan, particularly with regard to:
- a) Achieving continuous improvement in environmental performance.
 - b) Promoting the best practical environmental options for managing all kinds of waste.
 - c) Enhancing the appearance of the street scene.
 - d) Reducing traffic congestion.
 - e) Minimising noise pollution.
 - f) Minimising air pollution and carbon use, in particular through the use of driving techniques that reduce fuel use, and by using low emissions technology and fuels in all vehicles deployed to deliver the Services
 - g) Avoiding contamination of land and water, and
 - h) Protecting street trees.
 - i) Complying with the provisions of the Council's policies on "green" procurement.
47. The Contractor shall demonstrate an up-to-date working knowledge of best environmental management practice and shall advise the Council in relation to the improvement of environmental management in relation to any part of the Services.

48. [Not used]

GRATUITIES

49. The Contractor shall ensure that none of its employees asks any person for a gratuity in relation to any service provided to anyone in the Royal Borough. The Council will expect the Contractor to conduct a disciplinary investigation in relation to any complaints received from residents or business managers suggesting that the Contractor's employees have put any pressure on them to obtain a gratuity. The Council acknowledges that some residents wish voluntarily to offer a tip at Christmas to refuse collectors or street cleansing personnel. The Council will not expect the Contractor to conduct a disciplinary investigation in the event that evidence of such voluntary gratuities comes to light, provided that there is no suggestion of duress being placed on the donor. For the avoidance of doubt the Contractor shall ensure that none of its employees accepts any gratuity offered voluntarily by any manager or employee of any commercial premises in the Royal Borough.