

EAST HERTS COUNCIL

ENVIRONMENT SCRUTINY COMMITTEE – 16 MARCH 2010

REPORT BY CHAIRMAN OF THE REFUSE CONTRACT TASK AND
FINISH GROUP

7. REFUSE, RECYCLING AND STREET CLEANSING CONTRACT
DESIGN

WARD(S) AFFECTED: ALL

Purpose/Summary of Report

- To recommend the key elements of work and options to be included in the tender document for the Refuse, Recycling and Street Cleansing Contract due to be let by November 2010 for commencement in May 2011.

RECOMMENDATIONS FOR ENVIRONMENT SCRUTINY COMMITTEE	
(A)	The elements of work detailed in the report now submitted be recommended to the Executive for inclusion in the contract specification.
(B)	Specified elements of work be recommended to the Executive as 'options' within the contract which may or may not be taken up once tender prices are known, or for elements which might be significantly changed or terminated during the lifetime of the contract.
(C)	The Committee confirms its desire to permit tenderers to submit bids for alternative recycling collection systems in the context of demonstrating best value for money services for the Council.

RECOMMENDATION FOR THE EXECUTIVE	
(A)	That the comments and recommendations of Environment Scrutiny Committee be considered; and
(B)	That the contract design proposals detailed within in the report be recommended to Council for approval.

1.0 Background

- 1.1 The majority of the Council's waste collection services are provided through two main contracts. A Refuse and Recycling contract let in 2002 and a separate Street Cleansing contract let in 2001. Both contracts were let and won independently by MRS Environmental Services Ltd (now part of Enterprise plc). The annual value of these contracts in the last financial year was £4.53m and £1.05m, respectively. Together they make up the largest single sum expended on external term contracts and are a significant proportion of the Council's net budget.
- 1.2 In February 2007, following a review by a Member Task and Finish Group, it was agreed to extend the Street Cleansing contract to make it co-terminus with the Refuse and Recycling contract with the objective of letting a single contract for these services. It was determined that this was the best way of packaging this work to achieve economies of scale and best value for the Council.
- 1.3 Following a detailed review of Refuse and Recycling Services by the Environment Scrutiny Committee in December 2007, the Council agreed to extend both contracts until May 2011 to permit the implementation of the Alternate Refuse Collection Scheme (ARC).
- 1.4 At a meeting of the Environment Scrutiny Committee on 1 December 2009 it was agreed to set up a Task and Finish Group to consider the design elements and implications for the new contract. The objective was to obtain Members' views on the scope, relative priorities and options for the contracted services. This would assist officers with the design of contract documents to meet the Council's requirements. Details of the scope of the work, agreed by the Task and Finish Group is attached as **Essential Reference Paper B**.
- 1.5 The Group comprised the following Councillors:
- David Andrews
William Ashley
Deborah Clark
Mione Goldspink
Suzanne Rutland-Barsby (Chairman)
Nigel Poulton

1.6 At the conclusion of the first meeting, the Independent Group Member decided not to continue to participate on the Task and Finish Group. A replacement nominee was requested, but this was not taken up.

2.0 Report

2.1 The Task and Finish Group held five meetings during January and February 2010. Its first considerations were the statutory requirements placed upon the Council with respect to waste management services, as detailed in the Environmental Protection Act 2001. It then looked at how these requirements are currently delivered through contracted services and in partnership with other Hertfordshire authorities. The Group also looked at non-statutory activities that are performed in the interests of maintaining local standards.

2.2 The services under consideration cover a wide range of activities and the approach employed by the task and finish group was as follows:

- a) Consider each element of service provision or potential service provision in turn.
- b) Determine whether each was a statutory or non-statutory function.
- c) Consider whether each current service was meeting the desired objectives.
- d) Consider whether each service should be included in or excluded from the new contract.
- e) Determine the constraints and potential options available for service delivery.
- f) Determine whether each activity should be a core element of the contract (i.e. an activity that the contractor will definitely be required). Alternatively, an 'option', such that the Council could decide not to take it up within the new contract, subject to tender prices and available budget or because it might need to be significantly changed/terminated during the lifetime of the contract. The Group noted that having too many unnecessary options created uncertainty, and therefore risk, for bidders and was likely to result in higher prices.

2.3 Commencing with refuse collection services, the Group noted that the Council has a statutory responsibility to collect household waste free of charge but has discretion over frequency and manner of collection. It considered the options for container types and sizes and revisited the conclusions of the Refuse and Recycling Task and Finish Group (2007). It concluded that the new contract should continue to collect in 240 litre wheeled bins (rather than sacks), this size being the most appropriate for the average family in the context of fortnightly refuse collection. It was noted that there were authorities with even smaller bins with this collection system and that it would be possible to change to a smaller bin size at some point in the future on a rolling basis following a future review of the levels of recycling.

Proposal: to stay with bins (not sacks)

Proposal: to stay with 240L (and not change bin size).

2.4 The group considered the options available to collect recyclables. It was felt that the current system of 'kerbside sorting' using 55 litre boxes was working well, following the implementation of ARC and residents are generally satisfied.

2.5 However, it was recognised that the re-tender of the contract provided an opportunity to market test alternative collection systems that might deliver better recycling performance and value for money. Rather than be prescriptive about the type of collection system to be used, the group recommends that companies bidding for the contract be given the opportunity to also submit a proposal for a different collection system of their choice. This approach allows tenderers the opportunity to bring forward proposals for collection systems that they believe are the most cost effective to deliver the Council's objectives. As there is significant interest from the market for this contract, it allows alternative collection systems to be benchmarked and market tested in a real way. It is in the best interests of bidders to provide solutions that are the most cost effective approach of achieving the Council's objectives within the context of East Herts geography and demographics.

2.6 In order to compare costs of alternative proposals with the current collection system it is proposed that tenderers be required to submit a single bid for a kerbside sort system using existing containers, with an option to submit a second bid for an alternative collection system of their choice. The tender documents would need to be written carefully to ensure that bids that made it more difficult for residents to recycle would not be

permitted (e.g. lots of different containers for recycling at unusual collection frequencies).

2.7 The Group considered the types of alternative system that bidders might wish to propose. It is possible that options may come forward for 'co-mingled' collection systems. These involve residents placing all dry recyclables, mixed together in a large container (usually a wheeled bin). Sorting is carried out at a later stage, using specialist machinery and staff at a Materials Reclamation Facility (MRF).

2.8 The advantages of a co-mingled system are:

- It is generally considered easier for residents to throw everything in together.
- More types of recyclable material can be collected (e.g. foil; batteries)
- Recycling rates can be higher (although evidence considered by the Group indicates that research studies differ on this point).
- Collection (in single bodied vehicles) is more efficient and this may reflect in lower costs.
- It is the contractors responsibility to find markets for materials.

2.9 The disadvantages are:

- A MRF is required and this would need to be provided by the incoming contractor. This can add to the costs.
- Material would be likely to be owned by the contractor under this system and the Council could lose an income stream which it currently benefits from.
- Some material might be lost to recycling by contamination and might have to go to landfill.
- A significant capital investment in wheeled bins would be required.
- Some residents may be unhappy about having to store a third wheeled bin.

2.10 Tender evaluation documents would need to be written carefully to ensure bids for 'kerbside sort' could be compared with 'co-mingled'

bids on an equal footing. This would involve adding sums to the latter for loss of material income, the costs of additional bins and publicity and promotion to explain the new system to residents.

- 2.11 The Group wish that it be made clear to the Executive and to Council that if co-mingled collection was included as an alternative in the contract and this produced a bid or bids that were then proven to be the 'best value', there would not be an opportunity for the Council to change its mind once bids had been received. The Council would then have a legal duty to accept the best bid.

Proposal: require quote for kerbside, sorted collection in boxes – but invite bidders to put forward an alternative system if they wish to for dry recyclables.

- 2.12 The Group expressed a desire that the future contract should permit additional types of plastics to be collected, but recognised that this depended on the availability of re-processors to take the materials and that might be at an additional cost.

- 2.13 It was felt that bidders should be required to provide prices for plastic bottles only and also for 'mixed plastics'. This would allow mixed plastic to be included if prices came in within budget.

- ***Proposal: require a price on two options***
- ***Price on current items of dry recyclables including plastic 'bottles' as now***
- ***Price on current items of dry recyclables but extend to Mixed Plastics (covering all symbols 1-6).***

- 2.14 The Group considered the current collection arrangements for organic waste (garden, food and card) in the brown bin and the alternatives that were available. The Group noted that some authorities had chosen not to collect garden waste, or to impose a charge for this service although this usually resulted in much less waste being composted and therefore more going to landfill. The Council has a long term commitment, through the Herts Waste Partnership, to collect mixed garden and food waste and supply this to the in-vessel composting facilities commissioned by Herts County Council. It was also felt that this service was highly valued by residents and should continue into the future.

Proposal: incorporate the collection of garden waste, food waste and cardboard in wheeled bins into the contract.

- 2.15 A statutory element of the refuse collection service is a requirement to collect bulky waste from householders, for which a

charge may be levied. The Group concluded that economies of scale were most likely to be achieved through inclusion in the contract, as at present.

Proposal: require bidders to include a quote for Bulky Waste collection in their bid.

2.16 The Council currently provides a clinical waste collection service through its main contractor. This is a discretionary service for which a charge may be levied. It is provided primarily to healthcare providers (e.g. doctors and dentists surgeries) and also collects from some residents homes at the request of Primary Care Trusts. The service generates a small surplus for the Council.

2.17 The Group felt this was an important service to some of our most vulnerable residents and that economies of scale were best achieved through inclusion in the contract.

Proposal: require clinical waste collections to be included as part of the main contract.

2.18 A refuse and cleansing service is provided to the Economic Development Manager for the Council's three main markets and also to some farmers markets that are organised and managed by his team. A cleansing service is also provided to the Parking Services Manager for the Council's off street car parks. Costs are recharged to these services. Again, it was felt that economies of scale would best be achieved by inclusion in the contract, however, it would be helpful to those officers to separate these elements from the main contract and have them priced as 'options'. This will allow comparative prices to be sought if required. Those officers will be fully consulted about the detailed specification to ensure it meets their needs.

Proposal: Market Waste services and off-street car park cleaning to be included as options.

2.19 Recycling 'bring' banks are provided at 35 sites across the District for paper, glass, cans and (at 7 sites) plastics. These are currently serviced outside the refuse contract through Hertfordshire wide consortium contracts. Capital cost of providing specialist vehicles has previously demonstrated that these services are better provided by specialist contractors covering a number of Districts. The Group also noted that the Medium Term Financial Plan for 2011/12 contain options for discontinuing

elements of this service. In this context it is proposed to continue to keep these services outside the main contract.

Proposal: to keep Recycling Banks out of main contact.

2.20 Moving on to Street Cleansing Services, the Group looked at the legislation and statutory guidance for these services and how the current contract specification is used to meet the requirements.

2.21 A key element of the statutory 'Code of Practice on Litter and Refuse' is that Councils need to respond more quickly to litter problems in areas where there is higher intensity use. Accordingly, it is proposed to continue with the current arrangement of requiring the contractor to keep the town centres clean at all times (between 8am and 6pm) – i.e. a 'performance' cleaning cycle. Areas outside town centres would be cleaned on a 'frequency' basis, according to need. i.e. the contractor is required to litter pick/sweep at a specific frequency. Frequencies are set for individual roads or parts of roads and can vary from several times a day to once every few weeks. 'Ad-hoc' cleaning is also undertaken in locations where litter is infrequent and builds up very slowly (e.g. out of the way rural roads and minor footpaths) or following an 'event'.

2.22 It was considered that the approach to determining the frequency of cleaning, based upon experience, inspection results and levels of complaints was the most appropriate way of allocating resources and should continue. This allows the Council to vary cleaning frequencies throughout the life of the contract as circumstances change, within the scope of the available budget. A similar approach is applied for highway channel sweeping. As these functions are integrated, it makes sense for them to be in the same contract.

Proposal: to keep Performance based approach to Town Centres and Frequency based approach elsewhere with respect to litter picking – with variations allowed as now.

Proposal: to require mechanical channel sweeping to be included in the main contract under the same arrangements as now.

Proposal: require ad-hoc litter picking and sweeping to be included within the main contract.

2.23 The Council has a statutory duty to remove flytips from the public highway and land that it controls. Currently small flytips are

removed by the street cleansing as part of normal cleaning operations. Larger flytips (usually over 1m³) are removed by specialist contractors with suitable equipment and vehicles. While this arrangement generally works well, it was felt that this procurement would provide an opportunity to market test the cost of removing larger flytips to see whether this could be done more cost effectively within the main contract. It was recognised that certain types of flytips (e.g. hazardous waste) may well continue to require specialist contractors.

Proposal: to require tenderer to include collecting small flytips (1m³ or under) as part of the contract.

Proposal: to give contractors the option to tender for collecting larger flytips (over 1m³).

- 2.24 The removal of abandoned and surrendered vehicles is undertaken through a Hertfordshire wide consortium contract, lead by St Albans Council which covers all 10 districts. This approach has delivered economies of scale through engaging specialist vehicles dismantlers and should continue (particularly as their performance since the start of the contract in 2009 has been 100% removal within 24 hours of notification).

Proposal: agreed to keep abandoned vehicles out of the contract.

- 2.25 The Council has 360 street litter bins and these are emptied as part of normal street cleansing operations in high intensity areas or on a frequency basis in low intensity areas. The current regime is working satisfactorily and it is proposed to continue this in the new contract. Contract design will ensure that emptying frequencies can be adjusted according to need during the life of the contract.

Proposal: to require litter bin emptying to be included in the main contract.

- 2.26 In 2009 the Council trialled the introduction of on-street recycling bins at two locations in Ware and Bishop's Stortford as part of a 'recycling on the go' initiative. The aim was to encourage the public to think about how they dispose of their waste when walking through the town and whether it can be recycled. The scheme was only partially successful due to the difficulty of finding suitable locations for the bins. However, the Group recognised that contract prices should be included in the new

contract to allow for the future expansion of this scheme within town centres, neighbourhood shopping centres and at college/larger schools.

Proposal: Require contractors to price for collecting from on-street recycling bins as an option.

- 2.27 The Council does not have a statutory duty to remove graffiti except from its own property, however, it is widely recognised that it has a negative effect on the amenity of an area, on crime and fear of crime. Accordingly the Council has been working with partners and residents to encourage removal from private property and to undertake removal from public surfaces. These functions are limited in the current contract, but have been undertaken through negotiation with the incumbent contractor. The Group wished to ensure that chemical removal, pressure washing and painting of street furniture were included as tasks in the new contract that could be called upon where appropriate to do so. This would include painting of telecoms boxes under agreements with their owners.

Proposal: to include graffiti removal as part of the main contract with the contractor supplying the necessary specialist equipment to clean/remove and cover/paint over graffiti.

- 2.28 The Council does not have a statutory duty to remove staining and chewing gum from pavements, but again this has an impact upon visual amenity and public satisfaction with the local authority and the area. In line with members' previously expressed views on local standards, over the last few years, pressure washing has been undertaken regularly in town centres and certain neighbourhood shopping areas. The Group propose that this continues, subject to available funding and request that an option be included in the contract to require this.

Proposal: to require contractors to provide a price for pressure washing of pavements as an option.

- 2.29 The Council does not have a statutory duty to clear leaf fall during the autumn. Under legislation, leaves are not 'litter' until they break down, lose their shape and become 'detritus' (road dirt). The responsibility for highway safety (e.g. from slipping on wet leaves) sits with the County Council. District Councils do have some responsibilities around flood risk management, to which leaves can contribute.

2.30 Most district councils, including East Herts, have traditionally run leaf clearance programmes in the autumn months. However, the Group noted that there was an option in the Medium Term Financial Plan (MTFP) for 2011/12 to cancel the leaf clearance programme in the context of the significant financial pressures faced. Accordingly it was felt that it would not be appropriate to include this work as a permanent element of the core contract. To do so might result in a contractual claim if the Council wished to cease this activity in the future. It is therefore proposed that leaf clearance be included as an option that may be removed at any time within the life of the contract.

Proposal: to require contractors to submit a price for Leaf Clearance as an option that may be terminated during the life of the contract.

2.31 Weed spraying of public highways falls into the same category. It is not a statutory duty and does appear as a potential saving option in the MTFP. This service is currently performed under a separate arrangement through a specialist contractor. Specialist equipment is required for this work and it is therefore more likely that best value will be achieved by continuing to provide this under a separate contract. However, the Group felt that this should be market tested by including the work as an option within this contract.

Proposal: require contractors to submit a price for Weed Spraying as an option.

2.32 Public convenience cleaning is currently undertaken as an addition to the street cleansing contract. This includes daily unlocking/ locking of Council run public toilets. Under an agency arrangement in Bishop's Stortford this function is performed by the Town Council.

2.33 In 2009 the Council agreed to implement a Community Toilet Scheme. This has the aim of reducing the number of stand alone toilets, which are more subject to vandalism and anti-social behaviour and replacing them through agency agreements with local businesses. This scheme is working successfully in Ware and is now being implemented in Bishop's Stortford. It has not been possible to implement the scheme in the other towns at this time due to a lack of adequate alternative provision. It is therefore likely that there will be a need for a public convenience cleaning contractor for the foreseeable future, although this might change if new businesses or town centre developments permit

the expansion of the Community Toilet Scheme. The Group propose that this item be included in the contract as an option that can be amended or removed in the future if necessary.

Proposal: to require a price for the cleaning of Public Conveniences as an option.

2.34 In addition to domestic refuse collection services, the Council also operates a trade waste collection service through its contractor. Local authorities are required by legislation to provide the service or direct customers to a commercial provider. They have a choice whether to actively market trade collection services, at a reasonable cost or to leave this service to the private sector, acting as the 'collector of last resort'. Local authorities may not make excessive profits or losses if they choose to provide this service.

2.35 The Group noted that there were some imminent legislative and Hertfordshire wide policy changes that might impact on the future of this service. Accordingly an 'options appraisal study' had commenced to consider the future issues for this service. Members will appreciate that the trade waste market is highly competitive and it would not be appropriate to comment on these options until this study is complete. Results will be reported to the Council in sufficient time to allow consideration for inclusion in this contract.

2.36 For quick reference, a summary list of all the proposals in this report can be found as **Essential Reference Paper C**.

3.0 Implications/Consultations

3.1 Information on any corporate issues and consultation associated with this report can be found within **Essential Reference Paper 'A'**.

Background Papers

Notes of the meetings of the task and finish group can be obtained, on request, from the Scrutiny Officer (scrutiny@eastherts.gov.uk)

Contact Member: Councillor Suzanne Rutland-Barsby, Chairman of Refuse, Contract Task and Finish Group.

Contact Officer: Cliff Cardoza, Head of Environmental Services, Extn: 1527.

Report Author:

Cliff Cardoza, Head of Environmental Services,
Extn: 1527.

ESSENTIAL REFERENCE PAPER 'A'

<p>Contribution to the Council's Corporate Priorities/Objectives (delete as appropriate):</p>	<p>Fit for purpose, services fit for you <i>Deliver customer focused services by maintaining and developing a well managed and publicly accountable organisation.</i></p> <p>Pride in East Herts <i>Improve standards of the neighbourhood and environmental management in our towns and villages.</i></p> <p>Caring about what's built and where <i>Care for and improve our natural and built environment.</i></p>
<p>Consultation:</p>	<p>Consultation with the Hertfordshire Waste Partnership and Hertfordshire County Council is currently being undertaken. Key internal stakeholders are being consulted as part of the design of the contract. See also consultation linked to Risk Management below.</p>
<p>Legal:</p>	<p>The Group considered the statutory requirements placed upon the Council for these services as part of its work.</p>
<p>Financial:</p>	<p>The Group were mindful of the need to ensure that the design of the contract has options allowing flexibility to adjust services to available budgets. Market testing specific options is designed to bring best value for the Council. Letting the Refuse & Recycling and the Street Cleansing contracts together makes the overall package large enough to attract a wider range of bidders which should bring in more competitive bids (lower price) for the Council. The final cost of the contract will depend on the range of services chosen.</p>
<p>Human Resource:</p>	<p>There are none.</p>
<p>Risk Management:</p>	<p>These services are a significant proportion of the Council's annual budget and therefore re-procurement represents a significant risk to the Medium Term Financial Plan should prices exceed available budgets.</p> <p>Failure to comply with EU Procurement Rules could result in legal challenge. The procurement remedies directive increases the opportunities for unsuccessful</p>

	<p>bidders to lodge a challenge. This increases the importance of clarity in specification and the process and application of tender evaluation</p> <p>Major procurements in this sector are regularly subject to challenge and sometimes claims by unsuccessful bidders. In addition to the support of the Legal Services Team and the Council's Procurement Officer, specialist external advice is being sought on the design of tender documents and evaluation criteria to minimise the risk of such claims being successful.</p>
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East Herts Council

REFUSE, RECYCLING AND STREET CLEANSING CONTRACT DESIGN

Draft Scope of the Task and Finish Group

Parent Scrutiny Committee	Environment Scrutiny Committee
Enquiry name	REFUSE, RECYCLING AND STREET CLEANSING CONTRACT DESIGN
Start date	Jan 2010
Proposed completion date	2 March 2010
Report date to parent committee and to Executive	16 March 2010
Terms of reference	To obtain Members views on the scope, relative priorities and options for the contracted refuse, recycling and street cleansing contracts to assist officers with the design and preparation for contract re-tender.
Summary of enquiry	<p>The aim of the review is to inform the design of the contract specification.</p> <p>The main services currently included in these contracts are:</p> <ul style="list-style-type: none"> • Domestic refuse collection • Domestic kerbside recycling collection • Commercial waste collection • Clinical waste collection • Market waste collection • Highway litter picking and cleansing

	<ul style="list-style-type: none"> • Highway sweeping • Leaf clearance • Small/medium fly tip removal • Cleaning of recycling bank sites • Litter bin emptying on highways • Graffiti removal • Pavement washing • Public convenience cleaning • Car park and market cleaning <p>The review will consider whether these and other functions not currently in the contracts should be included as core or optional items in the new tender invitation.</p>
Background/context and reason for the enquiry	The Council's Refuse / Recycling and Street Cleansing contracts come to an end on 30 April 2011. Following extensive reviews in 2006 and 2007 the Council determined to combine these contracts and let them as a single contract from this date.
Corporate and/or community strategies linked to this enquiry	<p>Council's Recycling Strategy as detailed in reports to the Executive in January 2008 and January 2009.</p> <p>Environmental Quality Action Plan</p> <p>Climate Change Strategy and Action Plan</p> <p>Hertfordshire Municipal Waste Management Strategy</p> <p>Hertfordshire Waste Partnership Interim Intermediate Authority Agreement.</p>
What will not be included	Consideration of services that are currently provided or planned through

	<p>existing Partnership term contracts.</p> <p>Review of long term infrastructure outside the scope of the contracted services of East Herts Council.</p> <p>Review of the Council's and Herts CC or Waste Partnerships agreed waste and recycling policy objectives. (The review will, however, consider the potential options available within the contract to deliver agreed services).</p> <p>Council policies with respect to the provision, marketing or charging strategies for commercial waste services.</p> <p>Service provision matters that can be determined outside of the contract e.g. those functions that would not normally be performed by the contractor; publicity and media; contract monitoring; provision of statutory information; customer service standards.</p>
<p>Potential outcome/s</p>	<p>To ensure that Environment Scrutiny Committee and the Executive are satisfied that the key priorities and policy objectives for these services and needs of residents are clear and have been considered in the design of the contract, within the context of available resources and infrastructure.</p> <p>The contract is designed with the flexibility to meet medium term financial plan objectives and can be varied over time to meet changing circumstances.</p> <p>The contract is designed to meets the statutory requirements of the Environmental Protection Act 1990 and</p>

	related legislation as well Council and Hertfordshire Waste Partnership policy objectives, commitments and targets.
Key deliverables and milestones	<p>The stages of the review are as follows:</p> <ol style="list-style-type: none"> 1. Review services and standards under current contract 2. Consider whether these standards meet statutory and Council policy requirements 3. Consider relative priorities for service provision in the context for available budgets and financial pressures and determine which service elements should be in the core contract and which tendered as options. 4 Make recommendations to the Executive via Environment Scrutiny Committee.
Portfolio holder	Councillor Terence Milner – Executive Member for the Environment
Members conducting the scrutiny enquiry	TBA
Officer involvement	Head of Environmental Services Waste Services Manager Environmental Inspection Team Manager. Scrutiny Officer

Key stakeholders	Hertfordshire County Council (the waste disposal authority) and other Hertfordshire Waste Partnership members have an interest in East Herts Council achieving its agreed targets and commitments under the partnership. Services need to be designed to complement existing County wide disposal and re-processing contracts and make use of the infrastructure procured on behalf of the Partnership
Potential witnesses	To be determined by the Group
Plans for partner & community consultation and participation	The Task and Finish Group will consider whether any third party consultation is required as part of the review.
Research data & documents required	<p>Details of the current standards and level of provision.</p> <p>Statutory requirements of the Council with respect to waste and cleansing services.</p> <p>Public satisfaction with current service provision.</p> <p>Options for alternative collection systems; their viability in East Herts.</p> <p>Key financial and operational constraints placed upon incoming contractors.</p> <p>Key risks in designing contracts.</p>
Resource requirements	Staff time.

Equality implications	Members may wish to consider how the design of collection services impacts upon residents with special needs. In particular, those with a disability.
Barriers, dangers and risk	<p>Failure to meet EU procurement rules and timescales could result in legal challenge and potentially a requirement to re-tender services at significant additional cost to the Council.</p> <p>Given the monetary value of these contracts, it is essential that they are design to be attractive to potential bidders with the aim of maximising competition and achieving best value.</p> <p>These services are key to the good reputation of the Council and customer needs and expectations must be considered carefully in their design, procurement and operation.</p>
Communications (internal and external)	N/A

Summary list of all proposals contained in the main report:

- Proposal: to stay with bins (not sacks)
- Proposal: to stay with 240L (and not change bin size).
- Proposal: require quote for kerbside, sorted collection in boxes – but invite bidders to put forward an alternative system if they wish to for dry recyclables.

The Group wish that it be made clear to the Executive and to Council that if co-mingled collection was included as an alternative in the contract and this produced a bid or bids that were then proven to be the 'best value', there would not be an opportunity for the Council to change its mind once bids had been received. The Council would then have a legal duty to accept the best bid.

- Proposal: require a price on two options
 - Price on current items of dry recyclables including plastic 'bottles' as now
 - Price on current items of dry recyclables but extend to Mixed Plastics (covering all symbols 1-6).
- Proposal: incorporate the collection of garden waste, food waste and cardboard in wheeled bins into the contract.
- Proposal: require bidders to include a quote for Bulky Waste collection in their bid.
- Proposal: require clinical waste collections to be included as part of the main contract.
- Proposal: Market Waste services and off-street car park cleaning to be included as options.
- Proposal: to keep Recycling Banks out of main contract.
- Proposal: to keep Performance based approach to Town Centres and Frequency based approach elsewhere with respect to litter picking – with variations allowed as now.
- Proposal: to require mechanical channel sweeping to be included in the main contract under the same arrangements as now.
- Proposal: require ad-hoc litter picking and sweeping to be included within the main contract
- Proposal: to require tenderer to include collecting small flytips (1m³ or under) as part of the contract.
- Proposal: to give contractors the option to tender for collecting larger flytips (over 1m³).
- Proposal: agreed to keep abandoned vehicles out of the contract.

- Proposal: to require litter bin emptying to be included in the main contract.
- Proposal: Require contractors to price for collecting from on-street recycling bins as an option
- Proposal: to include graffiti removal as part of the main contact with the contractor supplying the necessary specialist equipment to clean/remove and cover/paint over graffiti.
- Proposal: to require contractors to provide a price for pressure washing of pavements as an option.
- Proposal: to require contractors to submit a price for Leaf Clearance as an option that may be terminated during the life of the contract.
- Proposal: require contractors to submit a price for Weed Spraying as an option.
- Proposal: to require a price for the cleaning of Public Conveniences as an option.