

## **Schedule 25 (Reporting)**

### **1. General**

- 1.1 The Contractor shall maintain records and report to the Authority in accordance with this Schedule 25 for the purposes of:
- comparison of the Contractor's performance against the Authority's Waste Recycling and Composting and Contract Waste Landfill Diversion Performance Standards;
  - verification of payment and operational data under this Contract;
  - comparison of the Contractor's performance against the KPIs set out in Schedule 7, for determination of any relevant Performance Deductions in accordance with Schedule 6 (Payment and Performance Mechanism);
  - where reasonably required completion of statistical returns (including CIPFA, DEFRA, Waste Data Flow);
  - compilation of the Authority's Best Value Performance Indicators;
  - where reasonably required management information.
- 1.2 The Contractor shall install, implement and operate management information systems and equipment to the reasonable satisfaction of the Authority throughout the Contract Period, to ensure that the Authority is charged for and pay only such amounts as it is obliged to under the terms of the Contract. The Contractor's arrangements shall provide an auditable trail for each load of Contract Waste through each stage of the process, from receipt to final processing or disposal.
- 1.3 All information and communication technologies arrangements should be fully compatible where practicable with systems used by the Authority to enable direct transfer of Contract information.
- 1.4 The Contractor shall supply details in its Service Delivery Plan of the computerised recording and electronic transfer of data. The system shall be capable of being updated by the Contractor on a continuous basis and shall be capable of being interrogated remotely at any time via the internet by the Authority's Representative and authorised users. The Contractor shall permit remote access for each WCA, as an authorised user, to obtain the Waste data specific to that WCA.
- 1.5 The Contractor shall ensure that records will be such as to provide all the information required to make due payments under the Contract, to compare the Contractor's performance against the KPIs, to assist the Authority in the management of the collection services (in conjunction

with the WCAs), to monitor the service provided to the public at the HWRCs and to ensure that the Authority can comply with its Waste data reporting obligations, for example, as required for input into the Waste Data Flow, for the Audit Commission (including Best Value Statutory Performance Standards) and CIPFA.

- 1.6 In accordance with Clause 61 (Performance Monitoring) the Contractor shall be responsible for monitoring its own performance under the Contract and shall notify the Authority of any failure to comply with KPIs or any Unavailability ("Performance Defaults").
- 1.7 In accordance with Clause 110 (Rights of Access) the Contractor shall permit the Authority to have access to the Facilities and its records and, if so required, give such information and other assistance to the Authority to enable the Authority to verify compliance with the financial terms, performance requirements and other express provisions of this Contract. In accordance with Clause 124 (Contractors Records) the Contractor shall be required to preserve all records of Waste and financial transactions for at least 6 years after the end of the Contract Year in which such transaction was made.
- 1.8 Subject to the provisions of Clause 69, the Contractor shall provide:
  - *Monthly Reports* in respect of each Payment Period, submitted at the same time as and in support of the invoice referred to in Clause 69.3;
  - *Annual Reports* in respect of each Contract Year, submitted within 58 Days of the end of each Contract Year.
- 1.9 Failure to provide such reports within the timescales described under KPI3, may result in Performance Deductions under Schedule 6b (Performance Mechanism).

## **2. Monthly Reports**

- 2.1 Within 28 (twenty eight) Days of the end of each Payment Period, the Contractor shall deliver or shall procure that there is delivered to the Authority a Monthly Report as one hard copy and an electronic copy, comprising:
  - A Waste Data Report for the Payment Period;
  - A Payment Report for the Payment Period; and
  - A Performance Monitoring Report for the preceding Payment Periodeach report in the form described in this Schedule 25.

## **3. Waste Data Report**

### ***Weighbridge Records***

## CONTRACT A

3.1 All Waste, Contract Waste and Non Contract Waste, received at the Facilities shall be weighed by the Contractor by means of weighbridges. The Contractor shall weigh in and weigh out individual loads of these Wastes to obtain a net weight. The Contractor will not receive any payment for the processing of any Waste not weighed in accordance with this paragraph 3.

3.2 Data to be recorded for each transaction shall comprise:

- Date;
- Origin – District (name) or HWRC (name) or Other;
- Transaction Number which shall be sequential for this Contract;
- Site name;
- Waste description
- Time weighed on;
- Registration;
- Driver's name (to allow for surname and clock number format);
- Transfer Note No. (where issued);
- Gross weight;
- Weight type;
- Nett weight;
- Tare Weight;
- Time weighed off.

3.3 In respect of WCA vehicles and containers the Contractor shall use an automated, computerised system for uniquely identifying authorised vehicles and containers and to optimise speed of access for vehicles at each Delivery Point (excluding Delivery Points operated by third parties). Only vehicles that are pre-authorised by the Authority shall be entered on to the weighbridge system by the Contractor. The Authority will issue each vehicle with a bar code or equivalent unique identifier, which shall be compatible with the Contractor's system.

3.4 In the event of a breakdown of any weighbridge installation, the Contractor shall ensure that a valid and auditable manual recording system, in accordance with the Service Delivery Plan, is immediately instigated and maintained until the weighbridge resumes normal operation. In operating the weighbridge installations the Contractor shall

comply with all relevant Legislation, including the obligations of the Duty of Care Code of Practice March 1996 issued under Section 34 of the EPA.

- 3.5 The Contractor shall ensure that the weighbridge system issues weighbridge tickets generated from secure computerised records and the system shall have been authorised by an inspector as fit for use in accordance with Section 11 of the Weights and Measures Act 1985. The Contractor shall ensure that weighbridges at all Delivery Points are at all times appropriately calibrated and tested and shall ensure that the same are independently certified at least annually.
- 3.6 The Contractor shall provide summaries of weighbridge data in accordance with the requirements of KPI 3 and retain all weighbridge tickets for two years for inspection by the Authority's Representative.

***Data Processing and Reporting***

- 3.7 The Contractor shall provide to the Authority comprehensive Waste data in two formats:
- electronic - on spreadsheet (Microsoft Excel or as agreed with the Authority) which can also be interrogated but not directly altered remotely by the Authority; and
  - two paper copies.
- 3.8 The Monthly Waste Data Report shall include the following information:
- (a) separate records of the tonnages of Waste by material type accepted by the Contractor at each HWRC, Facility and Delivery Point, and sub-totals by category of Facility;
  - (b) separate records of the tonnages of Waste Recycled, Composted and diverted from Landfill, and Landfilled by the Contractor, in accordance with the respective definitions in Schedule 1 (Definitions), and in balance with the tonnages in a);
  - (c) separate records to enable compliance with Clause 78 (Best Value and Continuous Improvement);
  - (d) separate records of Ad Hoc Waste tonnages and rates agreed by the Authority;
  - (e) separate records of Non Contract Waste handled by the Contractor at the Facilities;
  - (f) copies of the Contractor's regular returns to the Environment Agency regarding landfill operations and to HM Customs and Excise regarding landfill tax and other environmental taxes;
  - (g) any other information specifically requested by the Authority;

(h) Copies of Inspection Reports from the Environment Agency for all Facilities.

3.9 Waste records kept under pursuant to this Schedule 25 may be used to comply with the provisions of any Waste Management Licence, Pollution Prevention and Control Permit and Environment Agency authorisation. The Contractor shall keep any additional Waste records that might reasonably be requested by the Environment Agency.

3.10 The Contractor shall at all times comply with the Data Protection Act 1998 (DPA) as a data controller if necessary, including maintaining a valid and up to date registration or notification under the DPA covering the data processing to be performed in connection with the Service.

#### ***Waste Flow Forecasts***

3.11 The Contractor shall maintain and update a waste flow schedule pursuant to Schedule 23a (Interface Plan).

### **4. Payment Report**

4.1 The Monthly Payment Report shall include the following:

4.1.1 An invoice detailing claims for payment in line with Schedule 6a (Payment Mechanism) (see **attached Appendix A** example)

4.1.2 Any credit due from the previous Month should be shown separately (see **attached Appendix A** example)

4.1.3 A Bill of Quantities Table and Ad Hoc Waste details supporting the claim for payment detailed in paragraph 4.1.1 above (see **attached Appendix B** example)

4.2 Claims for payment will follow the following protocol:

4.2.1 Payment report to be submitted to NCC Environment Financial Management section no later than 28 Days after the monthly period end date. This to be received by 5pm on the date in question.

4.2.2 Any disputed amounts will be queried with the Contractor in accordance with Clause 69 (Invoicing and Payment).

4.2.3 Payment will be made by the Authority in accordance with Clause 69 (Invoicing and Payment).

4.2.4 Following reconciliation to the Waste Data Report any subsequent additional claims for a specific period should be subject to a specific invoice, and not just included on the next Month's invoice.

### **5. Performance Monitoring Reports**

5.1 The Performance Monitoring Report shall include:

## CONTRACT A

- Complete, factually correct, accurate and contemporary records of performance against each of the KPIs for the preceding Payment Period;
- All Performance Defaults for the preceding Payment Period, comprising:
  - a) the time and date the event first came to the attention of the Contractor or any Contractor Related Party;
  - b) whether the Performance Defaults were monitored by the Contractor or brought to the attention of the Contractor by the Authority;
  - c) for each failure to meet a KPI, an explanation as to why the KPI was not met, what efforts were taken to rectify it and the outcome of those efforts;
  - d) the time and date at which action was initiated to effect rectification of the KPI;
  - e) the time and date at which rectification has been effected (the "rectification period");
  - f) The score for each KPI calculated in accordance with Schedule 6b (Performance Mechanism).
  - g) In respect of each Payment Period, a Total Monthly Satisfaction Score calculated in accordance with Schedule 6b, and this score expressed as a percentage of the Maximum Monthly Satisfaction Score being 230;
  - h) In respect of the Payment Period ending on 30<sup>th</sup> April each Contract Year, a Total Annual Satisfaction Score calculated in accordance with Schedule 6b (Performance Mechanism), and this score expressed as a percentage of the Maximum Annual Satisfaction Score being 1,000;
  - i) For annual KPIs a calculation of the year to date performance and a forecast of the out-turn over the full Contract Year, with supporting information in the event that forecast levels of performance are significantly at variance from performance over the year to date.
  - j) Total hours that all Delivery Points, HWRCs and the MRF were Available, comparing this with the hours that all parts of the Service should have been Available;
  - k) All Reporting Failures identified and not previously reported; and
  - l) A quarterly report reconciling payments made with Waste Data Reports and Performance Monitoring Reports.

## 6. Annual Reports

6.1 Within 58 Days of the end of the previous Contract Year, the Contractor shall submit to the Authority:

- an Annual Service Report, reviewing the Service over the previous Contract Year; and
- an Annual Service Plan, describing the future Service.

6.2 The Annual Service Report shall include the following:

- 6.2.1 a review of the performance and delivery of the Service during the period of twelve months prior to the Annual Service Report Date;
- 6.2.2 sufficient data reasonably required to allow for the calculation of nationally specified Best Value Performance Indicators;
- 6.2.3 sufficient data reasonably required to allow for the calculation of locally derived Key Performance Indicators as may be agreed with the Authority;
- 6.2.4 a summary of payments made by the Authority over the Contract Year;
- 6.2.5 a copy of statutory annual audited management accounts;
- 6.2.6 Annual summaries of the waste flow information detailed in paragraph 3.8 above;
- 6.2.7 Annual summaries of performance of monthly KPIs as set out in Schedule 7;
- 6.2.8 Performance against annual KPIs, providing all of the information detailed in paragraph 5.1 above;
- 6.2.9 For any Landfills for the disposal of Waste under the Contract the current rate of infill of void space, remaining void space, remaining engineered capacity and projected remaining life;

6.3 The Annual Service Plan shall contain the following information where reasonably required:

- 6.3.1 The Contractor's proposals for changing the provision, performance and delivery of the Service to ensure it will be more efficient, effective and economic having regard to the Annual Service Report.
- 6.3.2 The Contractor's proposals for measuring the improvement to the Service by means of appropriate performance indicators.

