

## Nottinghamshire Waste PFI Project

### Contract A - Schedule 7: Key Performance Indicators

#### 1. General

- 1.1 This is a performance based Contract in which the Contractor's performance in delivering the Service will be assessed against the Specification (Schedule 2) and Service Delivery Plan (Schedule 23) and Key Performance Indicators (KPIs) identified below. Any performance deductions applicable for defaults in meeting the specified objectives for the KPIs shall be determined in accordance with the Schedule 6 (Payment and Performance Mechanism).

#### 2. Review of KPIs

- 2.1 The KPIs shall be reviewed annually by the Contractor and the Authority and any additional or revised KPIs and monitoring methods shall be determined by the Authority prior to 31st March each year, with the first review to be carried out so as to enable any additional or revised KPIs to be implemented as from 1st April 2007.
- 2.2 As part of this process, the Authority may, at its absolute discretion, replace one or more of the KPI's included in KPI 8 and KPI 9 with another obligation under the Contract where the Contractor has been in default over the previous 12 months, provided that such replacement KPIs shall be limited to performance obligations as specified under the Contract. This shall be implemented as an Authority Change, although the Contractor shall not be entitled to any additional payment. The method of measurement and frequency of performance reporting shall be subject to agreement between the Authority and Contractor.
- 2.3 Changes to KPI's shall be kept to a minimum to ensure continuity of data collection and to establish performance trends. Any changes to KPIs, shall be implemented as an Authority Change with adjustment to the Payment and Performance Mechanism as necessary, in accordance with the Contract (Clause [107](#)).

#### 3. List of KPIs

- 3.1 The KPIs are:

***Monthly performance:***

1. WCA vehicle turnaround time at Delivery Points;
2. Facility capacity for Contract Waste delivery vehicles;
3. Accuracy, completeness and timeliness of reporting;
10. Contract Interface Obligations.

***Annual performance:***

4. HWRC Service User satisfaction;
  5. Performance Standards for Recycling and Composting;
  6. Performance Standards for Contract Waste Landfill Diversion;
  7. Greenhouse Gas emissions;
  8. Operational and environmental performance;
  9. Sustainability performance;
- 3.2 The Performance Standards, method of measurement and reporting requirements with respect to each of these KPIs are set out below.

**4. KPI 1: WCA Collection Vehicle Turnaround Times at Delivery Points**

***Performance Standard***

- 4.1 **KPI1a:** The Contractor shall ensure that the average turnaround time for WCA collection vehicles at all Delivery Points (excluding Delivery Points operated by third parties) shall not exceed 20 minutes at Contract commencement until 1 April 2011. Thereafter, and for the remainder of the Contract Period, the average turnaround time shall not exceed 15 minutes.
- 4.2 **KPI1b:** The Contractor shall ensure that the turnaround time for any one delivery shall not exceed 30 minutes.

***Measurement***

- 4.3 The turnaround time shall be recorded from the time of arrival of the WCA collection vehicle at the Facility entrance weighbridge to the time of departure from the exit weighbridge at the Facility. All vehicles shall be weighed in and out of the Delivery Points. The Contractor shall maintain sufficient records to enable effective monitoring of the actual turnaround times being achieved and the number of vehicles within the Facility at any one time on at least a monthly basis.
- 4.4 Vehicle turnaround time shall be calculated in minutes and reported monthly as an average by dividing the total time spent on the site between the entrance and exit weighbridges by all WCA collection vehicles delivering Contract Waste to Delivery Points (excluding Delivery Points operated by third parties) during each Payment Period by the total number of delivery trips made by these vehicles.

### ***Performance reporting***

- 4.5 The Contractor shall report the number of minutes, by which the monthly average turnaround time exceeds the specified maximum average. The Contractor shall also report any instances in which the turnaround time exceeds the specified maximum.

### **5. KPI 2: Delivery Point capacity for Contract Waste delivery vehicles**

#### ***Performance Standard***

- 5.1 The Contractor shall ensure that capacity to accommodate vehicles delivering Contract Waste, as stated in Table 5.1 below for each Delivery Point, is available at all times during the specified opening hours, except when the Authority and WCAs have been notified in accordance with Clause 6.3 of Schedule 2 (Specification) by the Contractor of any reduction in capacity due to pre-notified planned maintenance. The available vehicle capacity is defined as the design capacity for accommodation of vehicles delivering Contract Waste within the Facility between the entry and exit weighbridges at any one time, measured as a number of vehicles.

**Table 5.1: Delivery Point Capacity**

<b>Delivery Point</b>	<b>Capacity</b>
Mansfield MRF	3
Bilsthorpe Compost Site	3
Freeth Street Waste Transfer Station	3
Giltbrook Waste Transfer Station	2
Newark and Sherwood Waste Transfer Station	4
Bassetlaw Waste Transfer Station	4
Other Delivery Point provided in accordance with the Contract	3

#### ***Measurement***

- 5.2 The Contractor shall record the time of arrival of all vehicles at the Facility entrance weighbridge to the time of departure from the exit weighbridge. All vehicles shall be weighed in and out of the Delivery Points. In the event of a queue of WCA delivery vehicles occurring at the entrance weighbridge, which results in a complaint from a WCA representative, the Contractor shall record the time and nature of the complaint. The Contractor shall maintain sufficient

records of the numbers of vehicles on site at any one time to demonstrate that over the period that the complaint was made, the stated available vehicle capacity was available and in use.

***Performance reporting***

- 5.3 The Contractor shall report the number of instances in any one month where the vehicle capacity is not achieved.

**6. KPI 3: Accuracy, completeness and timeliness of reporting**

***Performance Standard***

- 6.1 Subject to Clause 69 the Contractor shall submit reports containing the information set out in Schedule 25 that are agreed by the Authority as being accurate and complete within 28 Days of the end of each Payment Period.

***Measurement***

- 6.2 Subject to Clause 69 (and without prejudice in particular to Clause 69.5), the Authority shall assess each report submitted and provide its response to the Contractor within 14 days of submission of the report. The Authority's response shall either:

- (i) confirm its approval that the report is complete and accurate
- (ii) or if the Authority considers the report to be incomplete or inaccurate, identify where the report is considered to be incomplete or inaccurate, with a request for further information to be submitted by the Contractor.

- 6.3 The Contractor shall then resubmit the report with the revised information and the Authority shall reassess the report as above. The date when the report is considered to be agreed as accurate, complete and in the required format shall be the date of submission of the agreed draft by the Contractor.

***Performance Reporting***

- 6.4 The Contractor shall report the number of days delay after the specified submission date in submission of reports that are agreed as accurate, complete and in the required format.

**7. KPI 4: HWRC Service User satisfaction**

***Performance Standard***

- 7.1 The Contractor shall maintain or improve year on year the satisfaction of HWRC service users from the baseline position set out in Appendix 1 to this Schedule.

### ***Measurement***

- 7.2 The Contractor shall undertake (or procure the undertaking of) Customer Satisfaction Surveys of HWRC service users, the contents of which shall reflect the principles of the Best Value Duty and the purpose of which shall include:
- a) assessing the level of satisfaction among the Service Users (including the way in which the Services are provided, performed and delivered) and, in particular, with the quality, efficiency and effectiveness of the Services;
  - b) assisting in the preparation of the Contractor's Annual Service Plan;
  - c) monitoring the compliance by the Contractor with the Service Delivery Plan and Service Plans;
  - d) assisting the Authority in the preparation of its Best Value Performance Plans and the conduct of its Best Value Reviews.
- 7.3 The scope of the Customer Satisfaction Survey may include the whole Service or specific elements of the Service as determined by the Contractor and as agreed with the Authority.
- 7.4 The Contractor shall undertake one Customer Satisfaction Survey per annum by distributing to a statistically representative number of Service Users covering all relevant social groups a questionnaire, or other survey method and in a form as agreed with the Authority. The survey size and time of year shall be agreed annually, but as a default the survey size shall be 100 service users per contract site.
- 7.5 The content of the questionnaire, or the material to be used for any other survey method, and the method of undertaking the Survey shall comply with all applicable Laws and Guidance. Issues to be considered include but shall not be limited to:
- a) HWRC queuing;
  - b) HWRC facilities;
  - c) Assistance to service users at the HWRC;
  - d) Standard of information provided on the Service;
  - e) Response to enquiries or complaints.
- 7.6 At the start of each [Contract Year](#) the Contractor and the Authority shall agree at what period within that Contract Year the Survey should be undertaken.
- 7.7 The Contractor shall work with the Authority to identify and agree :
- a) the scope and objectives of the Survey each year

- b) the date for Survey commencement
- c) the size of the Survey, but as a default this shall be 100 service users per site.

7.8 The Contractor shall invite proposals to undertake the Survey from appropriate independent organisations chosen in consultation with the Authority. Such proposals shall include details about, but not limited to:

- a) questionnaire completion – how the Survey would be undertaken i.e. postal or face to face and the resources to be deployed to do this;
- b) questionnaire content and design;
- c) a timetable of Survey activity to show dates and sites and / or user and social groups to Surveyed;
- d) if pilot interviews are required to determine respondents comprehension of chosen questions;
- e) how data entry will be undertaken by the chosen supplier and how statistical quality checks are carried out;
- f) how the data will be Analysed;
- g) the production of initial draft reports;
- h) the production and content of a final report;

7.9 Following receipt of the proposals from the selected organisations, the Contractor shall communicate to the Authority the outcome and make a recommendation as to the identity of its preferred supplier and will instruct following agreement with the Authority.

7.10 Within an agreed period from chosen supplier instruction, and pursuant to Schedules 25 (Reporting) and 6b (Performance Mechanism), the Contractor shall oversee the commencement and completion of the Survey.

7.11 Within one month of the return date for the Customer Satisfaction Survey the Contractor shall:

7.11.1 prepare a summary of the results in such form as the Authority may reasonably require and promptly upon a written request from the Authority to provide such further details (including copies of all returned questionnaires and or other survey material used by the Contractor) as the Authority may reasonably require for audit or other purposes.

7.11.2 determine the number of respondents that expressed satisfaction with the HWRC service as a percentage of the total Survey respondents for comparison with the same figure as calculated for the previous year. In the first year of the Contract, the results shall be compared with those from the

Baseline Customer Satisfaction Survey undertaken, by the Contractor before Contract close.

### ***Performance Reporting***

- 7.12 The Contractor shall report the percentage that the number of HWRC service users satisfied overall with the HWRC service (equivalent to the value defined in paragraph 2.4.2 of the baseline survey included as Appendix 1) as a percentage of the total number of HWRC service users as determined by the Customer Satisfaction Survey is different from that for the previous year.
- 7.13 In the first Contract Year (ending 31<sup>st</sup> March 2007), the results shall be compared with those from the Baseline Customer Satisfaction Survey undertaken, by the Contractor in January 2006, and included as Appendix 1.
- 7.14 In subsequent Contract Years, the results shall be compared with those from the Customer Satisfaction Surveys of HWRC service users in the previous Contract Year.

## **8. KPI 5: Performance Standards for Recycling and Composting**

### ***Performance Standard***

- 8.1 The Contractor shall achieve or exceed the Performance Standard for Recycling and Composting for each Contract Year.
- 8.2 The Recycling and Composting Performance Standard shall be calculated annually in accordance with the [formula](#) set out below.
- 8.3 The Contractor shall prepare projected tonnage forecasts in accordance with Schedule 23a and report the same to the Authority in accordance with Schedule 25 to enable calculation of forecast Recycling and Composting performance standards for the forthcoming Contract Year ending 31<sup>st</sup> March for each and every year of the Contract [for information purposes only](#).
- 8.4 The Contractor shall use reasonable endeavours to maximise the quantity of Contract Waste Recycled and Composted.
- 8.5 The Contractor shall ensure that it performs the HWRC Services to achieve the following minimum Performance Standards ( $R_{HWRC}$ ) for HWRC Recycling and Composting of HWRC Household Waste aggregated between all the HWRC's operated by the Contractor other than Vaughans (Worksop) in the relevant Contract Year, as set out in Table 8.1 below.

**Table 8.1: Performance Standards for HWRC Recycling and Composting**

Contract Years	Start Date	Finish Date	HWRC Recycling and Composting Performance Standard (R <sub>HWRC</sub> )
1 to 4	1 <sup>st</sup> June 2006	31 <sup>st</sup> March 2010	57%
5 to 8	1 <sup>st</sup> April 2010	31 <sup>st</sup> March 2014	58%
9 to 13	1 <sup>st</sup> April 2014	31 <sup>st</sup> March 2019	59%
14 onwards	1 <sup>st</sup> April 2019	End of Contract	60%

- 8.6 Waste that has been measured as being Recycled or Composted shall not be subsequently Landfilled.

***Formula for Calculation of the Recycling and Composting Performance Standard***

██████████ = ██████████ / ██████████

Where:

- ██████ = The Recycling and Composting Performance Standard measured in tonnes in Contract Year y.
- ██████ = The total tonnage of Compostable Waste delivered by the WCAs and meeting the relevant Facility Input Specification (Schedule 30) in Contract Year y.
- ██████ = The total tonnage of HWRC Household Waste less Hardcore, Ad Hoc Waste and all Contract Waste received at Vaughans, Worksop in Contract Year y.
- ██████ = The total tonnage of Recyclable Waste delivered by the WCAs and meeting the MRF Input Specification (Schedule 30) in Contract Year y up to the maximum Design Capacity of the MRF plus any Excess Recyclable Waste accepted by the Contractor for Recycling in Contract Year y.
- ██████ = The total tonnage of Street Cleansing Waste in accordance with the relevant Facility Input Specification (Schedule 30) in Contract Year y.
- ██████████ = Recycling and Composting Output Standard of the HWRCs as defined in Table 8.1 above.



### ***Measurement***

- 8.7 For the purposes of calculating Contract performance and payments to the Contractor in respect of the level of Recycling and Composting actually carried out by the Contractor, any Recycling and Composting achieved by any other third party, at the Vaughans, Worksop HWRC or through any bring schemes operated by any WCA and any Ad Hoc Waste shall be disregarded. The Contractor may not claim to have Recycled or Composted any Contract Waste where such Recycling or Composting is carried out by a third party unless the third party is receiving Contract Waste from the Contractor or its subcontractors. The Contractor shall be able to demonstrate by means of an audit trail that accepted Recyclable Waste has been Recycled/Composted.
- 8.8 The Contractor's Recycling and Composting Performance shall be calculated annually in accordance with BV82a and BV82b in terms of actual tonnes of Contract Waste Recycled and Composted net of any process rejects and contaminated Contract Waste which is rejected before being accepted at the Facility. The calculated Recycling and Composting Performance shall be compared with the Recycling and Composting Performance Standard.

### ***Performance Reporting***

- 8.9 For each Contract Year *y*, the Contractor shall report the number of tonnes by which the actual Recycling and Composting Performance is more than or less than the calculated Performance Standard.
- 8.10 The Contractor shall also report the percentage Recycling and Composting achieved by the HWRCs in each Contract Year.

## **9. KPI 6: Performance Standards for BMW Landfill Diversion**

### ***Performance Standard***

- 9.1 The Contractor shall achieve or exceed the Performance Standard for Biodegradable Municipal Waste (BMW) Landfill Diversion for each Contract Year.
- 9.2 The BMW Landfill Diversion Performance Standard shall be calculated annually in accordance with the Formula set out below.
- 9.3 The Contractor shall prepare projected tonnage forecasts in accordance with Schedule 23a and report the same to the Authority in accordance with Schedule 25 to enable calculation of forecast BMW Landfill Diversion performance standards for the forthcoming Contract Year ending 31st March for each and every year of the Contract for information only.

**Formula for Calculation of the BMW Landfill Diversion Performance Standard**

[REDACTED]

[REDACTED]

Where:

- = The BMW Landfill Diversion Performance Standard measured in tonnes in Contract Year y;
- = The total tonnage of Compostable Waste delivered by the WCAs and meeting the relevant Facility Input Specification (Schedule 30) in Contract Year y.
- = The total tonnage of HWRC Household Waste, less Hardcore, [Ad Hoc Waste](#) and all Contract Waste received at Vaughans, Worksop in Contract Year y.
- = The total tonnage of Recyclable Waste delivered by the WCAs and meeting the MRF Input Specification (Schedule 30) in Contract Year y up to the maximum Design Capacity of the MRF plus any Excess Recyclable Waste accepted by the Contractor for Recycling in Contract Year y.
- = The total tonnage of Street Cleansing Waste in accordance with the relevant Facility Input Specification (Schedule 30) in Contract Year y.
- = The Annual Planned Sheffield Tonnage as defined in paragraph 2.8.2 of Schedule 6a (Payment Mechanism);
- = Recycling and Composting Output Standard of the HWRCs in each Contract Year as defined in Table 8.1 above;
- = The Biodegradable Content of Waste from HWRCs diverted from Landfill assessed on the basis set out in Table 9.1 calculated as the tonnage of Biodegradable Waste from HWRCs diverted from Landfill as a percentage of the total tonnage of Household Waste from HWRCs diverted from Landfill in Contract Year y;
- = The tonnage of Paper from the MRF that is Recycled as a percentage of the total tonnage of Recyclable Waste that is Recycled from the Part D Facility in Contract Year y;
- = The Biodegradable Content of Street Cleansing Waste diverted from Landfill assessed on the basis set out in Table 9.1, calculated as the tonnage of Biodegradable Waste from Street Cleansing

Waste Recycled as a percentage of the total tonnage of Street Cleansing Waste Recycled in Contract Year y;

■ = The Biodegradable Content of Residual Waste, calculated in accordance with the MBEAM Methodology in Contract Year y.

- 9.4 Assumptions to be used for the calculation of Biodegradable Content of Residual Waste ■ shall be as set out in Table 9.1 below and shall be based on those set out in Defra's letter dated 11 August 2004 to Local Authorities on the Provisional Allocation of Landfill Allowances:

**Table 9.1: Biodegradability of Waste Components**

Type of Waste	% Biodegradability
Municipal Solid Waste (MSW) arisings	68
Paper/Card/Books Recycled	100
Putrescible (Green or Organic) Composted	100
Vegetable Oil Recycled	100
Textiles/Footwear Reused/Recycled	50
Wood	100
Metal	0
Plastic	0
Co-mingled waste, including Paper or Card, the composition of which cannot be measured	80
Other	0



■ = The Biodegradable Content of Street Cleansing Waste diverted from Landfill assessed on the basis set out in Table 9.1., calculated as the tonnage of Biodegradable Waste from Street Cleansing Waste Recycled as a percentage of the total tonnage of Street Cleansing Waste Recycled in Contract Year y;

■ = The Biodegradable Content of Residual Waste, calculated in accordance with the MBEAM Methodology in Contract Year y.

### ***Performance Reporting***

9.3 For each Contract Year y, the Contractor shall report the number of tonnes by which the actual BMW Landfill Diversion Performance is more than or less than the calculated Performance Standard.

## **10. KPI 7: Greenhouse Gas Emissions**

### ***Performance Standard***

9.1 In the first Contract Year (up to 31st March 2007), the objective will be to commence baseline measurement and report data for twelve months in accordance with the Contractor's Environmental Management System (EMS).

9.2 In the second Contract Year, the Contractor shall gain accreditation for the EMS, measurement of CO<sub>2</sub>e will continue and the baseline data shall be verified by the Contractor.

9.3 In the third and fourth Contract Years, the average CO<sub>2</sub>e emissions associated with the development of Facilities and performance of the Services under the Contract to date will be reported and the objective will be to achieve a reduction on the baseline figure.

9.4 From the fifth Contract Year onwards, the CO<sub>2</sub>e emissions will be calculated as a rolling five year average and the performance objective will be to achieve a reduction on the equivalent figure for the previous Contract Year.

### ***Measurement***

9.5 The Greenhouse Gas Emissions KPI shall be measured as tonnes of Carbon Dioxide Equivalent (CO<sub>2</sub>e) emitted per tonne of Contract Waste handled per annum. The method of monitoring and calculating Greenhouse Gas Emissions shall be set out in the Service Delivery Plan (Schedule 23).

9.6 CO<sub>2</sub>e is determined by means of the Global Warming Potential (GWP) relative to Carbon Dioxide for those greenhouse gases regulated under the Kyoto Protocol listed as follows:

- Carbon Dioxide has a GWP of 1
- Methane has a GWP of 23

- Nitrous Oxide has a GWP of 296

9.7 Calculation of the CO<sub>2</sub>e emissions shall include:

- Emissions from the Contractor's plant and vehicles used for the Contract;
- Emissions from WCA vehicles used for delivering Contract Waste, to be estimated based on a method of calculation as set out in the Service Delivery Plan (Schedule 23);
- Electricity consumption supplied to the Contractor for the Contract;
- Electricity generated by the Contractor using Non-Fossil Fuels in the Contract;
- Oil/gas consumption by the Contractor for the Contract;
- Emissions from Part A Compost Facilities;
- Emissions from Part B Landfill Facilities;
- Emissions from Part D Recycling Facilities;
- Carbon sequestration.

#### ***Performance Reporting***

- 9.8 For the period of the Contract up to 1st April 2007, the Contractor shall report the method of baseline measurement of CO<sub>2</sub>e and baseline data.
- 9.9 For the Contract Year ending 31st March 2008, the Contractor shall report a further twelve months data and verify the baseline data.
- 9.10 In the two following Contract Years ending 31st March 2009 and 31st March 2010 respectively, the Contractor shall report the average CO<sub>2</sub>e emissions for the Contract to date and compare with the baseline data.
- 9.11 In the fifth Contract Year ending 31st March 2011 and all subsequent years, the Contractor shall report the rolling five year average CO<sub>2</sub>e emissions and compare with the equivalent figure for the previous year.

#### **11. KPI 8: Operational and Environmental Performance**

- 11.1 The Operational and Environmental Performance KPI will comprise up to ten performance indicators to be monitored and reviewed annually. These Operational and Environmental Performance KPIs and their method of measurement shall be described more fully in the Service Delivery Plan. In the event that the proposed KPIs for the forthcoming year are not agreed then the existing KPIs shall prevail.

- 11.2 At Contract Commencement these indicators shall comprise the indicators listed in paragraphs 11.6 to 11.14 inclusive.
- 11.3 With the exception of items 11.13 and 11.14, the annual objective for each indicator shall be for the Contractor to maintain or improve on the previous year unless otherwise agreed with the Authority.
- 11.4 For items 11.13 and 11.14, the Contractor shall meet the specified objectives as agreed with the Authority and as incorporated in the Service Delivery Plan.
- 11.5 For those indicators that do not have a baseline at Contract Commencement, the objective in the first year of the Contract will be to commence and establish a baseline measurement. These indicators shall comprise items (i), (iii), (iv), (v) and (vi). In the second and subsequent years, the Contractor shall maintain or improve on the previous year unless otherwise agreed with the Authority.

**a) Water Use:**

- i) *Water consumption ( $m^3$  per annum)*

- 11.6 The Contractor shall implement Good Industry Practice for conservation of water at new Facilities and existing Facilities where practicable without compromising Health & Safety requirements and Emergency Procedures. The Contractor shall ensure that water consumption per annum is maintained at or below the assessed volume of water that would have been consumed in delivering the Services without implementation of water conservation measures.

**b) Regulatory Performance:**

- i) *OPRA scores*

- 11.7 The Contractor shall, for each year of the Contract, ensure that all Waste Management Facilities, comprising MRFs, Composting Facilities, Waste Transfer Stations and Landfill Sites operated by the Contractor score an equal or a lower number of Operator and Pollution Risk Appraisal (OPRA) Points, calculated as a rolling 5 year average, than the average number of OPRA points in the previous 5 years, as published by the Environment Agency, unless the Facility has attained a minimum score for the relevant type, throughput and location of the Facility. If the minimum score is achieved, it shall be maintained for the duration of the Contract.

**c) Waste:**

- 11.8 The Contractor shall maintain or reduce, year on year, the quantity of Waste generated by the Contractor in house from its activities in managing and administering the Services, excluding any construction and demolition waste and Contract waste (tonnes per annum per employee).

11.9 The Contractor shall maintain or increase, year on year, the quantity of Waste recycled/composted by the Contractor in house from its activities in managing and administering the Services, excluding any construction and demolition waste and Contract waste (percentage of total tonnage of Waste generated in item 11.8).

**d) Health and Safety**

11.10 Reportable incidents of death, major injuries, injuries resulting in employees being away from work or unable to carry out normal duties for more than three days or dangerous occurrence, each measured as a separate sub-indicator per hundred thousand employees for the Contract in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR). The objective will be to maintain or improve on the total for each sub-indicator for the previous year, subject to the Contractor demonstrating that it has taken every reasonable step as set out in the Service Delivery Plan (Schedule 23) to ensure the management of the operation/process concerned meets all Health & Safety requirements.

**e) Customer Care**

11.11 The Contractor shall maintain or reduce, year on year, the total number of justified and proven complaints made by Service users, measured as the total number of complaints per tonne of Contract Waste handled per annum.

11.12 The Contractor shall maintain or increase, year on year, the percentage of justified and proven complaints by Service users as measured in 11.11 for which remedial action is commenced within the specified 72 hour response time, measured as a percentage.

**f) Employment**

11.13 All recruitment of new posts within the Contract to be conducted by the Contractor in accordance with Race Relations and Equal Opportunities policies as agreed with the Authority and advertised locally, unless otherwise agreed with the Authority, such approval not to be unreasonably withheld.

11.14 Specific training objectives for the Contractor's staff, if deemed necessary by the Contractor, and as agreed with the Authority on an annual basis.

**12. KPI 9: Sustainability Performance**

12.1 Specific objectives will be agreed on an annual basis in support of Authority activities to promote waste minimisation, recycling, community sector integration, public awareness and education. These Sustainability Performance KPIs and their method of measurement shall be described more fully in the Service Delivery Plan. In the event that the proposed KPIs for the



forthcoming year are not agreed then the existing KPIs shall prevail. Objectives for the first year of the Contract shall cover, inter alia, the following areas:

- Preparation of a Waste Minimisation and Community Liaison Plan in conjunction with the Authority
- Establishment of a Good Neighbour Charter to publicise the Contractor's commitment to minimise environmental impact on the local community
- Recruitment of Waste Minimisation/Recycling officers
- Management of education visits to Facilities by schools and community groups
- Publishing newsletters/publications
- Developing, operating and maintaining a Helpline for Service Users
- Developing, operating and maintaining a Website for Service Users.
- Management of a roadshow to support the Authority with specific initiatives at public events.

### **13. KPI 10: Interface Service Obligations**

#### ***Performance Standard***

- 13.1 The Contractor shall ensure that all of the reporting obligations set out in Schedule 23a (Interface Plan) are achieved timeously.

#### ***Measurement***

- 13.2 The Contractor shall maintain records of the date and time of each occasion when the Interface Plan is updated.

#### ***Performance Reporting***

- 13.3 The Contractor shall report each occasion whereby it has failed to meet one or more of the obligations to produce and maintain the Interface Plan.

**Appendix 1: HWRC User Satisfaction Baseline Survey**



