

CABINET

9 AUGUST 2016

GATEWAY 5 REPORT (HIGH RISK): WASTE COLLECTION AND DISPOSAL CONTRACT

Portfolio Holder: Councillor Phil Filmer, Front Line Services

Report from: Richard Hicks, Director of Regeneration, Culture, Environment and

Transformation

Authors: Steve Baker, Head of Waste Services

Michael Kelly, Category Management

SUMMARY

The report provides an update on progress of the contract currently delivered through the supplier(s) and asks Cabinet to agree to continue the contract to the end of its 2 year extension.

1. BACKGROUND INFORMATION

1.1 Budget & Policy Framework

1.1.1 This procurement post project appraisal and its subsequent review is within the Council's policy and budget framework and ties in with all the identified Core Values, Strategic Priorities, Strategic Council Obligations and Departmental/Directorate service plans as highlighted within the Procurement Gateway 1.

1.2 Contract Background Information

1.2.1 The contract covers the following;

Waste Collection and Street Cleansing Services

Collection of residual, recycling and organic waste from the kerbside, bring sites and streets, processing and the onward sale of all kerbside dry recyclables (not organics) and street cleansing.

The contract commenced on 1 October 2010 for a period of 7 years with an option to extend for 2 years.

 Disposal of Residual Waste via a combination of landfill and energy-from-waste to ensure the Council meets, as a minimum, its landfill diversion targets as set down by Government. The contract commenced on 4 October 2010 for a period of 25 years with the option to extend for a further 5 years.

1.3 Funding/Engagement From External Sources

1.3.1 Having successfully won £14million of funding under the Government's 'Weekly Collections Support Fund', weekly collections for all three kerbside services – refuse, recycling and food/garden waste - have run successfully since October 2013.

1.3.2 The funding paid for:

- Purchasing of 46 new vehicles; Fitted with on-board 360 degree safety cameras and advertising boards. Ownership during and after contract term remains with Medway, however all maintenance carried out by Veolia as part of contract price;
- The additional revenue cost of running weekly recycling and food/garden services until October 2019
- Communications with the public. Designing printed literature and consulting residents on its effect; deploying a borough-wide advertising campaign; door-stepping 11,000 homes during a face-to-face campaign; delivery 90,000 kitchen caddies to households allocated a brown bin.
- 1.3.3 For 2014/15, Medway achieved satisfaction levels of 96% for refuse collections and 85% for recycling services. The implementation of weekly collections has also created 40 new jobs in the private sector.

2. STATUTORY/LEGAL OBLIGATIONS

2.1 Statutory/Legal Obligations

- 2.1.1 Such services need to support the council's Waste Strategy that in turn provides the basis for targets in performance and community plans.
- 2.1.2 The primary objectives being:-
 - To ensure compliance with statutory duties
 - Meet statutory performance targets
 - Ensure continuity of a front line service
 - Provide services within agreed budgets
 - Meet requirements to achieve efficiency gains
 - Provide environmentally sustainable services

3. BUSINESS CASE

3.1 Procurement Project Outputs / Outcomes

3.1.1 The following procurement outcomes/outputs identified as important at Gateway 1 to the delivery of this procurement requirement and identified as justification for awarding the contract at Gateway 3, have been appraised in the table below to demonstrate how the procurement contract and corresponding supplier(s) has delivered said outcomes/outputs.

Outputs / Outcomes	How was success	Who measured success of	When was success measured?	How has contract award delivered outputs/outcomes?
	measured?	outputs/		·
		outcomes		
1. Ensure	- Collection of	Head of Service	Monthly contract meetings	All collections and disposal services have been delivered to meet our
compliance with statutory	household waste from all properties	Annual report to	Annual report to Overview & Scrutiny Committee	statutory duties
duties	(as defined under EPA 1990) and -At least 2	Overview & Scrutiny Committee	Monthly corporate monitoring via Covalent returns	There are no statutory recycling or street cleansing standards, however we have set local targets for recycling, street cleansing standards and
	materials for recycling from all households via	Monthly corporate monitoring via	National Waste Dataflow returns quarterly	customer satisfaction detailed below.
	kerbside collections by 2010 (Waste Recycling Act)	Covalent returns National Waste Dataflow returns	National fly capture reporting Maintaining NI195 inspections despite this no longer being a formal reportable target to DEFRA	Recycling
	-Cleaning of streets as defined under the Clean Neighbourhoods Act	National fly capture reporting Maintaining NI195 inspections		 2012/13 Target: 41% Achieved: 41.0% 2013/14 Target: 42% Achieved: 41.2% 2014/15

		despite this no		Target: 43% Achieved: 46.1%
		longer being a formal reportable target to DEFRA		Street cleansing inspections
				Litter • 2010/11 Target: 95% Achieved: 97% • 2011/12 Target: 95% Achieved: 96.63% • 2012/13 Target: 95% Achieved: 96.37%
				 2013/14 Target: 96% Achieved: 97.25% 2014/15 Target: 96% Achieved: 97.42%
				Detritus • 2010/11 Target: 92% Achieved: 95%
				• 2011/12 Target: 92% Achieved: 95%
				 2012/13 Target: 92 % Achieved :95.3% 2013/14
				Target: 92% Achieved: 96.5% • 2014/15 Target: 92% Achieved: 95.8%
2. Ensure continuity of a front line	Days service running	Head of Service Annual report to	Monthly contract meetings Annual report to Overview &	Service continuity has been maintained, as there were no major changes in contractors or contractor during 2014/2015, there were no major breaks
service	Public satisfaction	Overview &	Scrutiny Committee	in service due to extreme weather

	with service delivery	Scrutiny Committee		Measures of p via the Medwa quarterly track Opinion Poll) f 2014/2015:	ay Council care and annu	orporate ual Residents
					Target	Achieved
				Refuse Collection	91%	96%
				Recycling	85%	85%
				Street Cleaning	75%	73%
3. Provide services within agreed budgets	Regular monitoring of service costs against budget	Head of Service & Corporate Finance Officer.	Monitored monthly at a local level by the Assistant Director and quarterly at Department Management Team, Corporate Management Team & Cabinet	The contracts within agreed		operating
4. Provide environmentally sustainable services	Undertaking recycling is a key feature of sustainable waste practices. Through the purchase of 46 British built refuse trucks, increased fuel and emission	Head of Service Annual report to Overview & Scrutiny Committee	Monthly contract meetings Annual report to Overview & Scrutiny Committee Monthly corporate monitoring via Covalent returns	Vehicle purcha completed on Percentage of increasing and Percentage of is decreasing a how the contra	time. recycled manually (see proper residual was annually. Be	aterials are point 1 above) aste landfilled elow details

efficiencies will be realised going forward. A reduction to landfill waste will potentially be realised through an increase in recycling collection frequency	against its contractual landfill diversion targets: • 2011/12 Target 55.5% diversion Achieved 53% • 2012/13 Target 67.9% diversion Achieved 72% • 2013/14 Target 67.6% diversion Achieved 71% • 2014/15 Target 70% diversion Achieved 72% Working in partnership with Veolia a new service was introduced during 2013 to treat mechanical street arisings rather than send to landfill with 95% being recycled. This includes: • Black filter cake – treated and used in land reclamation and restoration • Recovered sand – rewashed for use in concrete • Organic waste – treated and used in land reclamation and restoration • Screened litter – hand sorted and 100% diverted from landfill • Oil & concentrates from separation – reprocessed for use in production of heavy oils • Grey water – used as aggregate wash on site in addition to production of aggregate for re-use
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Outputs / Outcomes	How was success measured?	Who measured success of outputs/ outcomes	When was success measured?	How has contract award delivered outputs/outcomes?
1. Ensure compliance with statutory duties	Our Statutory duty is: Civic Amenities Act 1967 and the Environmental Protection Act 1990 has required local authorities to provide free-to-use household waste recycling centres for their residents to dispose of 'household' rubbish and recycling.	Head of Service Annual report to Overview & Scrutiny Committee Corporate monitoring via Covalent returns National Waste Dataflow returns	Monthly contract meetings Annual report to Overview & Scrutiny Committee Monthly corporate monitoring via Covalent returns National Waste Dataflow returns quarterly	During the contract year, Medway has maintained the three sites open to all residents of Medway to dispose/recycle/deposit for reuse 'household' waste free of charge.
2. Meet contract performance targets	Target of recycling a minim of 60% during this contract year.	Head of Service Annual report to Overview & Scrutiny Committee Corporate monitoring via Covalent returns National Waste Dataflow returns	Monthly contract meetings Annual report to Overview & Scrutiny Committee Monthly corporate monitoring via Covalent returns National Waste Dataflow returns quarterly	By increasing the recycling rate the sites have managed to lower the amount of residual waste collected and this has contributed to Medway diverting less waste to landfill. The tonnage of residual waste had decreased year on year. This year has seen a slight increase on last, which is a trend shared nationally: 10,041 tonnes in the first contract year (Oct 2010 to Sept 2011) To 7,438 tonnes in the second contract year (Oct 2011 – Sept 2012)

3. Ensure continuity of a front line service	Days service running Public satisfaction with service delivery	Head of Service Annual report to Overview & Scrutiny Committee	Monthly contract meetings Annual report to Overview & Scrutiny Committee	 To 7,429 tonnes in year three (Oct 2012 – Sept 2013) To 7,060 tonnes in year four (Oct 2013 – Sept 2014) 7,368 tonnes in year five (Oct 14 – Sept 15) The recycling rate at the three sites is: Capstone: 67% Cuxton: 60% Hoath Way: 61% Giving an overall rate of 63% for this contract year. Service continuity has been maintained, as there were no major changes in contractors or contractor during 2014/2015, there were no major breaks in service due to extreme weather Measures of public satisfaction were also taken via surveys at the three sites in April and August, showing 99% of residents using the site were very or fairly satisfied with the facilities and services offered. This is an increase on the previous years results (Year three
4. Provide service within agreed budgets	Regular monitoring of service costs against budget	Head of Service and Corporate Finance Officer	Monitored monthly at a local level by the Assistant Director and quarterly at	97% of residents using the site were very or fairly satisfied) This contract is operating within the agreed budget and is subject to RPI/Baxter indices uplifts each year.

			Department Management Team, Corporate Management Team & Cabinet. The contracts are subject to RPI/Baxter indices uplifts each year An income is derived from KCC for allowing access by their residents to our sites. This has generated an income and offset the running costs of the sites.	An income is derived from KCC for allowing access by their residents to our sites. This has offset the running costs for these sites.
5. Meet requirement to achieve efficiency gains	Prudent contract procurement practices, including negotiations for efficiencies during discussions on service improvements and possible contract extension.	Head of Service Annual report to Overview & Scrutiny Committee Corporate monitoring via Covalent returns	Monthly contract meetings Annual report to Overview & Scrutiny Committee Monthly corporate monitoring via Covalent returns	The tendering of this contract realised savings in excess of £600,000 per year. Discussions are underway with FCC regarding the possibility of taking up the 2-year contract extension (from 2017 to 2019) and hence achieving efficiency.
6. Provide environmentally sustainable services	Undertaking recycling is a key feature of sustainable waste practices.	Head of Service Annual report to Overview & Scrutiny Committee	Monthly contract meetings Annual report to Overview & Scrutiny Committee	Percentage of recycled materials remains above contracted target Separation of residual wastes into categories suitable for energy recovery

A reduction to landfill waste will be realised through an increase in recycling and reuse of bulky items that would have been landfill previously.	Monthly corporate monitoring via Covalent returns	or landfill has helped Medway reduce the percentage of landfilled waste
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4. RISK MANAGEMENT

4.1 Risk Categorisation – The following risk categories have been identified as having a linkage to the procurement contract at this Gateway 5 stage. There are no risks associated with this procurement contract at this Gateway 5 stage.

1a Risk Category: Contractual Delivery	Likelihood: D	Impact: II				
Outline Description: Default by Contractor needing	emergency action					
Plans to Mitigate: Contractor to provide and/or pay f	or alternative action					
1b. Risk Category: Contractual Delivery	Likelihood: D	Impact: II				
Outline Description: Termination of Contract due to	default by Contractor					
Plans to Mitigate: Adequate contract provision to enable Medway to reclaim losses.	able the Council to take effective acti	ion when necessary. Clause in contract to				
1c. Risk Category: Contractual Delivery	Likelihood: C	Impact: III				
Outline Description: volume of waste less than or greater than anticipated						
Plane to Mitigato, Allowanee made for this in contras	ot conditions					
Plans to Mitigate: Allowance made for this in contract conditions						

2a. Risk Category: Service Delivery	Likelihood: E	Impact: II			
Outline Description: Closure of plan or inability to pr	ovide Service due to Force Ma	ajeure or relief events			
Plans to Mitigate: Shared responsibility under contra	act conditions				
2b. Risk Category: Service Delivery	Likelihood: D	Impact: II			
Outline Description: Failure of waste management s	services contractor to meet cor	ntract standards for service delivery to the Council			
Plans to Mitigate: KPI & default system in place for f to operations. In appropriate cases by including provisions					
2c. Risk Category: Service Delivery	Likelihood: D	Impact: II			
Outline Description: Interruption of availability of sor	me facilities				
Plans to Mitigate: Adequate contract monitoring and Contractual provision of back-up equipment and facili for deductions where such interruptions occur	ties. Fire insurance. In appropr	riate cases by including provisions in the contract			
2d. Risk Category: Service Delivery	Likelihood: C	Impact: III			
Outline Description: Non-household waste entering	MSW waste stream or waste in	ncorrectly dealt with according to its category			
Plans to Mitigate: Robust monitoring arrangements swastes and issuing appropriate defaults. Failure will h					
3a. Health & Safety	Likelihood: D	Impact: I			
Outline Description: Serious injury/death of staff or public while services are in operation					
Plans to Mitigate: Robust health and safety monitoring procedures in place, the waste services contracts in Medway were audited by the HSE in 2011/12 as part of their routine inspection.					
4a. Risk Category: Legal	Likelihood: C	Impact: II			
Outline Description: Changes in Government regulations/law					

Plans to Mitigate: incorporated into the contract which	•	·					
the contract conditions for negotiating future changes							
Especially for the 25 year waste disposal contract. The impact of these would be subject to review at the time of establishing whether							
the financial implications are the responsibility of the	Council or snared.						
5a. Risk Category: Financial	Likelihood: B	Impact: II					
Outline Description: budgeted net expenditure exce	eded						
Plans to Mitigate: Prudent budgeting. Robust arrang		•					
unbudgeted proposals and developments. Early nego apparent	otiations undertaken with contra	actor when impacts of budget pressures are					
apparent							
5b. Risk Category: Financial	Likelihood: E	Impact: III					
Outline Description: Overpayment to contractor							
Plans to Mitigate: Robust contract procedures for ch	ecking contracts, validating inv	voices and recovering any overpayments. Staff					
training. Regular internal audit inspections							
5c. Risk Category: Financial	Likelihood: E	Impact: II					
Outline Description: Contractor/employee fraud or o	corruption						
Camino Docompioni Communicino improvoco mada or o	on apaion						
Plans to Mitigate: Robust contract provisions for con	trolling payments and assets	Adequate supervision and transparency for contract					
management and negotiations. Staff training. Regular		racquate supervision and transparency for contract					
1. Risk Category: Contractual Delivery	1. Risk Category:	1. Risk Category: Contractual Delivery					
	Contractual Delivery						

Outline Description: Default by Contractor needing emergency action						
Plans to Mitigate: Contractor to provide and/or pay f	or alternative action					
2. Risk Category: Contractual Delivery	2. Risk Category:	2. Risk Category: Contractual Delivery				
2. Risk Category. Contractual Delivery	Contractual Delivery	2. Risk Gategory. Contractual Delivery				
Outline Description: Termination of contract due to	default by contractor					
Plans to Mitigate: Adequate contract provision to en enable Medway to reclaim losses	able the Council to take effect	ive action when necessary. Clause in contract to				
3. Risk Category: Contractual Delivery	3. Risk Category: Contractual Delivery	3. Risk Category: Contractual Delivery				
Outline Description: Volume of waste less than or g	reater than anticipated					
Plants to Mitigate: Allowance made for this in Contra	act					
A Biole Cotomorne Comico Bolivone	4 Diels Cotomows	4 Biole Cotomomy Compies Bolivom				
4. Risk Category: Service Delivery	4. Risk Category: Service Delivery	4. Risk Category: Service Delivery				
Outline Description: Closure of plant or inability to p		lajeure or relief events				
Plans to Mitigate: Shared responsibility under contract conditions						
5. Risk Category: Service Delivery	5. Risk Category: Service Delivery	5. Risk Category: Service Delivery				
Outline Description: Failure of waste management s	services contractor to meet co	ntract standards to service delivery to the Council				

Plans to Mitigate: KPI & default system in place for f	financial compensation. Adequi	ate contract monitoring and enforcement in relation					
to operations. In appropriate cases by including provision in the contract for deductions where these standards are not met							
6. Risk Category: Service Delivery	6. Risk Category:	6. Risk Category: Service Delivery					
o. Risk Category. Service Delivery	Service Delivery	o. Risk Category. Service Delivery					
Outline Description: Interruption of availability of some facilities							
Plans to Mitigate: Adequate contract monitoring and	d enforcement in relation to mai	ntenance security, health and safety, staff training.					
Contractual provision of back-up equipment and facili							
for deductions where such interruptions occur		, ,					
7. Risk Category: Service Delivery	7. Risk Category:	7. Risk Category: Service Delivery					
	Service Delivery						
Outline Description: Non-household waste entering	MSW waste stream or waste in	ncorrectly dealt with according to its category					
Plans to Mitigate: Robust monitoring arrangements							
Plans to Mitigate: Robust monitoring arrangements wastes and issuing appropriate defaults. Failure will h							
	nave significant financial implication. 8. Risk Category: Health	ations					
wastes and issuing appropriate defaults. Failure will have a safety	8. Risk Category: Health & Safety	8. Risk Category: Health & Safety					
wastes and issuing appropriate defaults. Failure will h	8. Risk Category: Health & Safety	8. Risk Category: Health & Safety					
wastes and issuing appropriate defaults. Failure will have a safety	8. Risk Category: Health & Safety	8. Risk Category: Health & Safety					
 wastes and issuing appropriate defaults. Failure will h Risk Category: Health & Safety Outline Description: Serious injury/death of staff or Plans to Mitigate: Robust health & safety monitoring 	8. Risk Category: Health & Safety public whilst services are in open	8. Risk Category: Health & Safety eration					
wastes and issuing appropriate defaults. Failure will had a safety 8. Risk Category: Health & Safety Outline Description: Serious injury/death of staff or	8. Risk Category: Health & Safety public whilst services are in open	8. Risk Category: Health & Safety eration					
 wastes and issuing appropriate defaults. Failure will h Risk Category: Health & Safety Outline Description: Serious injury/death of staff or Plans to Mitigate: Robust health & safety monitoring 	8. Risk Category: Health & Safety public whilst services are in open procedures in place; the HWR	8. Risk Category: Health & Safety eration C's in Medway are regularly audited by the HSE as					
wastes and issuing appropriate defaults. Failure will have a safety 8. Risk Category: Health & Safety Outline Description: Serious injury/death of staff or plans to Mitigate: Robust health & safety monitoring part of their routine inspections.	8. Risk Category: Health & Safety public whilst services are in open	8. Risk Category: Health & Safety eration C's in Medway are regularly audited by the HSE as					
wastes and issuing appropriate defaults. Failure will have a safety 8. Risk Category: Health & Safety Outline Description: Serious injury/death of staff or plans to Mitigate: Robust health & safety monitoring part of their routine inspections.	8. Risk Category: Health & Safety public whilst services are in open procedures in place; the HWR 1. Risk Category: Contractual Delivery	8. Risk Category: Health & Safety eration C's in Medway are regularly audited by the HSE as					
 wastes and issuing appropriate defaults. Failure will health. 8. Risk Category: Health & Safety Outline Description: Serious injury/death of staff or Plans to Mitigate: Robust health & safety monitoring part of their routine inspections. 1. Risk Category: Contractual Delivery 	8. Risk Category: Health & Safety public whilst services are in open procedures in place; the HWR 1. Risk Category: Contractual Delivery	8. Risk Category: Health & Safety eration C's in Medway are regularly audited by the HSE as					
 wastes and issuing appropriate defaults. Failure will health. 8. Risk Category: Health & Safety Outline Description: Serious injury/death of staff or Plans to Mitigate: Robust health & safety monitoring part of their routine inspections. 1. Risk Category: Contractual Delivery 	8. Risk Category: Health & Safety public whilst services are in operations of the HWR 1. Risk Category: Contractual Delivery emergency action	8. Risk Category: Health & Safety eration C's in Medway are regularly audited by the HSE as					

2.	Risk Category: Contractual Delivery	2. Risk Category: Contractual Delivery	2.	Risk Category: Contractual Delivery		
Outline Description: Termination of contract due to default by contractor						
Plans to Mitigate: Adequate contract provision to enable the Council to take effective action when necessary. Clause in contract to enable Medway to reclaim losses						
3.	Risk Category: Contractual Delivery	3. Risk Category: Contractual Delivery	3.	Risk Category: Contractual Delivery		
Outline Description: Volume of waste less than or greater than anticipated						
Plants to Mitigate: Allowance made for this in Contract						
4.	Risk Category: Service Delivery	4. Risk Category: Service Delivery	4.	Risk Category: Service Delivery		
Outline Description: Closure of plant or inability to provide Service due to Force Majeure or relief events						
Pla	Plans to Mitigate: Shared responsibility under contract conditions					

5. CONTRACT APPRAISAL/PERMISSIONS REQUIRED

5.1 Contract Appraisal

- 5.1.1 To continue with the current contracts for the remainder of the contract terms and subjecting the contracts to further Gateway 5 requirements;
 - Ongoing reporting to Procurement Board/Cabinet to enable a clear auditable trail of contract monitoring
 - Opportunity for the contracts to be examined and reviewed on an annual basis

5.2 Permissions Required

5.2.1 Continue with the current disposal and collection contracts with a requirement for further Gateway 5 reporting at the end of year five.

6. CONTRACT MANAGEMENT

6.1 Contract Management

- 6.1.1 The contract management of these contracts will continue to be resourced for the remainder of the term through the following contract management strategy;
 - Client management: These contracts are managed by the Waste Services team within Front Line Services (FLS).
 - Additional support is provided by the Community Officers under Safer Communities within FLS who act as the 'eyes and ears' with local residents providing on the ground daily monitoring of standards, in particular fly tip reporting and issues such as 'refuse out early'.
 - Contract management: The structure of Veolia's contract management has not altered since last year's reporting.
- 6.1.2 Waste Services has daily contact with Veolia and holds regular monthly meetings to discuss service delivery, health and safety, financial issues and recycling/customer services statistics e.g. missed bins / recycling rate.
- 6.1.3 In order to achieve value-for-money from the Veolia contract, it is imperative that the client team retain sufficient human resources to monitor its performance. Despite increasing the number of collections, Waste Services will have not increased the current 3xFTE monitoring officer posts. These posts cover 33% of the whole borough each and are responsible for monitoring the following contract areas:
 - Street Cleansing
 - Refuse, recycling and organic waste collection
 - Clinical waste collection
 - Household waste & recycling centre operations

The team liaise with residents and the contractor in order to resolve problems, requests and complaints along with conducting a proactive schedule of contract monitoring.

6.1.4 The contract monitoring team works alongside the Waste Development Team (5FTE's) whose responsibility it is to oversee special projects, promotions, social media and website, increasing recycling participation, duty of care auditing, contract billing and statutory reporting of waste statistics.

7. CONSULTATION

7.1 Internal (Medway) Stakeholder Consultation

- 7.1.1 As part of this ongoing procurement contract management, the following mandatory internal stakeholder consultation is required:
 - Department Management Team.

7.2 External Stakeholder Consultation

- 7.2.1 Communication with the public encouraging residents to recycle and minimise their waste. Press releases were issued promoting home composting and recycling. A short video was produced in September 2014 to reinforce the recycling message (promoted on the Medway Matters website and broadcast on the Big Screen). Kitchen caddy liner sales were promoted on the council website carousel and continue to be sold at all Medway libraries.
- 7.3 The Procurement Board considered this report on 6 July and supported the recommendation below.

8. SERVICE COMMENTS

8.1 Finance Comments

- 8.1.1 The procurement requirement and its associated delivery (as per the recommendations at Section 10) will be funded from existing revenue budgets.
- 8.1.2 Further detail is contained within the Financial Analysis of the Exempt Appendix.

8.2 Legal Comments

8.2.1 There are no legal implications arising directly from the contents of this report.

8.3 TUPE Comments

8.3.1 No TUPE comments required.

8.4 Procurement Comments

- 8.4.1 This procurement contract and its associated delivery as per the recommendations at Section 10, has no further procurement implications which Procurement Board/Cabinet must consider.
- 8.4.2 The contract has delivered against the objectives set out as part of the original tender specification and as part of the Gateway 3 contract award process. The supplier, through a robust internal contract management process, continues to provide the service in line with the contract terms and conditions and continues to deliver to the appropriate key performance indicators. This demonstrates that that the Gateway 3 contract award decision was both correct and based upon a robust procurement process that has enabled the contract to be delivered effectively in year 1.
- 8.4.3 Category Management team advises Procurement Board/Cabinet to appraise this contract through a minimum of one Gateway 5 per annum to ensure that the contract, which is considered of strategic importance to the Council, continues to deliver effectively throughout the contract term.

8.5 ICT Comments

8.5.1 There are no ICT implications

9. OTHER INFORMATION

9.1 Other Information

- 9.1.1 For the collection contract, procurement project management will need to be reviewed in late 2016 to commence processes for the next waste collection contract to start in 2019. This will be supported by the Category Management team.
- 9.1.2 The waste disposal contract is a 25-year, with a potential for a 5 year extension, and so additional procurement project management is unlikely to be required for another 15-20 years. This aspect of the contract will be monitored as required to ensure it is performing well.
- 9.1.3 Building on the success of weekly collections funding, Veolia continue to work with Medway to explore additional cost savings, primarily from schemes that avoid landfill and its associate tax.

10. RECOMMENDATION

10.1 Cabinet is recommended to note the progress made to date with the collection and disposal contracts and to approve the continuation of the current disposal and collection contracts with a requirement for further Gateway 5 reporting at the end of year five.

11. SUGGESTED REASONS FOR DECISION

- 11.1 The recommendations contained within Section 10 'Recommendations' above are provided on the basis of value for money and that Veolia have a track record of delivering high quality services for the residents of Medway with very high satisfaction levels recorded.
- 11.2 Further to this, the contract has been well managed by the client department, through the adoption of contract management and the forming of a strong working relationship between Veolia and the Council.

LEAD OFFICER CONTACT

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APPENDICES

Exempt Appendix

BACKGROUND PAPERS

The following documents have been relied upon in the preparation of this report:

Description of Document	Location	Date
Full Council Gateway 3 report and	http://democracy.med	15 Apr
decision	way.gov.uk/ielssueDet	2010
	ails.aspx?IId=3654&PI	
	anId=0&Opt=3#AI238	
	<u>7</u>	
Cabinet Gateway 4 report and decision	http://democracy.med	17 Jan
	way.gov.uk/mglssueHi	2012
	storyHome.aspx?IId=7	
	<u>895</u>	
Cabinet Gateway 5 report and decision	http://democracy.med	15 Jan
	way.gov.uk/mglssueHi	2013
	storyHome.aspx?IId=1	
	<u>0019</u>	
Cabinet Gateway 5 report and decision	http://democracy.med	
	way.gov.uk/mglssueHi	17 Dec
	storyHome.aspx?IId=1	2013
	<u>1861</u>	
Cabinat Catavay F report and decision	lette //dame a ave av vice a d	4.4. Δ == =:1
Cabinet Gateway 5 report and decision	http://democracy.med	14 April
	way.gov.uk/ielssueDet	2015
	ails.aspx?lld=14570&	
	PlanId=0&Opt=3#AI11	
	<u>482</u>	