**Basildon Borough Council**

**~ Tenders for ~**

**RECEIPT AND TREATMENT BY**

**RECYCLING OF CONTRACT RECYCLABLES**

**Mixed Metal and Plastic Packaging**

**(Cans/Plastics)**

The Specification

**The Specification**

# General Provisions

## Objectives of the Contract

### The Contractor shall manage the Contract Recyclables (as set out in Section 2) under the Services (as set out below) in an effective, efficient, environmentally and economically sustainable manner. The Services provided by the Contractor in respect of all waste accepted by the Contractor shall:

1. ensure that the Council’s statutory obligations are fulfilled in terms of the Environmental Protection Act 1990, Section 48(1) and 51(1); and the Waste (England and Wales) (Amendment) Regulations 2012 and Schedule 9A of the Environmental Permitting Regulations;
2. support the further reduction in annual quantities of municipal residual waste requiring treatment;
3. ensure that all material declared as Recycled undergoes recovery operations in accordance with Articles 4 and 13 of the Waste Framework Directive (Directive 2008/98/EC);
4. ensure that all end destinations are provided to the Council in accordance with Question 100 of WasteDataFlow and any subsequent requirement;
5. increase the proportion of Municipal Waste from Council sent for Recycling;
6. ensure the protection of Contract Recyclables from the elements, contamination and decay so as to preserve their integrity and maximise their resale value;
7. ensure best value is achieved for Contract Recyclables whilst diverting materials for reprocessing using the proximity principle, with materials being reprocessed within the UK as a priority. Where materials are to be exported outside of the EU the Contractor shall seek written consent of the Authorised Officer, appointed by the relevant Participating Council, which will not be unreasonably withheld;
8. ensure that no unsorted materials are exported from the UK;
9. enable the Council to achieve their respective targets for Recycling;
10. enable the Council to fulfil their regulatory requirements by providing: appropriate quality assurance systems, audit procedures and prompt and accurate reporting of information in accordance with this Specification
11. provide the highest standards of customer care by delivering Services to high quality which meet the community’s needs;
12. mitigate, where possible, the potential negative environmental impacts associated with the transport, handling and onward transmission of Contract Recyclables and Rejects;
13. be financially beneficial to the Council and support them in achieving their statutory duty to provide best value.

## Service Delivery Plans

### Within four (4) weeks of Contract award, the Contractor shall submit a set of revised Service Delivery Plans (if applicable) in respect of the Council to the Authorised Officer, appointed by the relevant Council, or his nominated representatives, for review. These shall be the same as his Method Statements but incorporate any amendments which have been agreed with the Council prior to Service Commencement. For clarity, nominated representatives are likely to be representatives of the Council. The Authorised Officer or his nominated representatives will provide comments on the revised Service Delivery Plan for the Council within two (2) weeks of receipt. The Final Service Delivery Plan addressing the Authorised Officer or his nominated representative’s comments, shall be completed and published by the Contractor within two (2) weeks of their return to the Contractor.

### The Service Delivery Plan shall include a summary section which outlines:

1. A procedure for scheduling deliveries of incoming Contract Recyclables
2. A procedure for inspecting loads for contamination in accordance with the Specification;
3. Where the content can be identified as Recyclables, the management of all carrier bags (but not black sacks) to ensure the complete recovery of Contract Recyclables contained within;
4. A procedure for onward conveyance of any Contract Recyclables requiring further separation;
5. A procedure for the receipt and weighing, treatment and storage of segregated Contract Recyclables at the Contractor’s Treatment Facility;
6. A procedure for the onward despatch of Contract Recyclables for reprocessing and Recycling;
7. A procedure for maintaining high Recycling rates;
8. A procedure for dealing with the recovery and treatment of Rejects;
9. Detailed contingency plans and arrangements;
10. A procedure for monitoring, managing and reporting information required by the Council(s).

## Summary of Services provided.

### The Council requires an arrangement, hereafter known as the Services, for the receipt, and treatment and onward sale of Contract Recyclables collected from households.

### The Service is as required in the following section: Duties of the Contractor are as follows:

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| --- | --- |
|  | |
| 1. **Waste Collection Council:** | 1. **Basildon Borough Council** |
| 1. **Delivery Point used by the Council for collection, which shall be the Collection Point for the Contractor** | 1. Provided by Basildon Borough Council as part of the Services: 2. Site: Barleylands Depot, Barleylands Road, Billericay, Essex, 3. CM11 2UF. |
| 1. **Description of Service** | 1. Treatment by Recycling of Contract Recyclables. |
| 1. **Description of Contract Recyclables** | 1. A mix of loose dry recyclable materials collected by Basildon Borough Council. Material is collected weekly from households (52 collections per annum). The material streams are household metal and plastics food and drink packaging. |
| 1. **Quantity of Contract Recyclables** | 1. It is estimated using WRAP modelling that we anticipate approximately 2800 tonnes of material per annum will require processing |
| 1. **Responsibility for weighing of incoming Council loads** | 1. Weighing by the Contractor using the Contractor’s weighbridge. |
| 1. **Responsibility for Recycling** | 1. The Contractor. |

# Contract Recyclables to be managed by the Contractor

### Where **Contract Recyclable streams** delivered to the Contractor they shall comprise the following materials, and the Contractor shall ensure all receive Treatment by Recycling:

|  | **Target Materials**  **Residents shall be advised TO present these items Rinsed.**  **The Contractor shall ensure the Recycling of these materials regardless of particle size** | **Non-Target Materials**  **Residents shall be advised NOT to present these items There is no requirement for the Contractor to Recycle these Items.** | **Non-acceptable materials**  **Residents shall be advised NOT to present these items There is no requirement for the Contractor to Recycle these Items.** |
| --- | --- | --- | --- |
| http://www.clker.com/cliparts/P/L/S/h/3/O/small-green-check-mark-md.png | http://www.clker.com/cliparts/6/b/c/4/1194985626525719339tasto_11_architetto_fran_01.svg.med.png | http://www.clker.com/cliparts/6/b/c/4/1194985626525719339tasto_11_architetto_fran_01.svg.med.png |
| **EWC Code** | http://blog.which4u.co.uk/wp-content/uploads/2013/11/recycling.png | http://www.aetherczar.com/wp-content/uploads/NoRecycling_icon.jpg**The Contractor shall not reject a load on the basis of the presence of these items.** | http://www.aetherczar.com/wp-content/uploads/NoRecycling_icon.jpg |
| 15 01 40 &  20 01 40 | * Rinsed Steel and aluminium domestic and commercial food and drinks cans, pet food cans, Biscuit tins, Sweet tins |  | * Bulk domestic and commercial food grade oil cans. * Metal paint tins |
| 15 01 40 &  20 01 40 | Aerosols empty of personal and beauty products, cleaning products and foods. |  | Containers previously used for   * Car products, * Light lubricating oils, * Domestic and commercial glue * Filler, DIY products. * domestic insecticides * Paint aerosols |
| 15 01 02 &  20 01 39 | Food and drink plastic bottles and jars (including trigger spray bottles, pump spray bottles and roller ball bottles) rinsed of personal care products, household cleaning products, cooking oil and food. | * Rinsed Bulk (5 l or greater) containers previously containing cleaning products, * Rinsed Bulk food / liquids containers,(e.g. empty DIY plastic bottles, domestic screenwash and detergent bottles) | * Domestic and commercial containers previously used for motor oil, antifreeze, brake and clutch fluid and other chemicals. |
| 15 01 02 &  20 01 39 | Rinsed Plastic rigid containers including food pots, tubs and trays.   * Plastic packaging films, * Soft plastic film * Cling Film * Biscuit and sweet containers | * Plastic flower pots, plant trays, CD & DVD cases, * Plastic coat hangers * Pill etc. Blister packs | * Black sacks empty or full, * Bubble wrap, * Empty Carrier bags * Toys, video tapes, * CDs DVDs, plastic paint pots, * Polystyrene cups and packaging materials, * corrugated plastic sheet, * washing up bowls, * cutlery and drainer trays. |
| 15 01 05 | Waxed composite food, beverage and similar containers, including fabric conditioner | * All plastic / takeaway containers * Take away hot beverage containers | * Aluminium composite foil laminate pouches (including for pet foods) * Card and aluminium composite take away container lids. |
| 20 01 40 | Rinsed Food grade aluminium foils and aluminium food trays | * Foil takeaway containers | * Food grade Aluminium containing food |

As well as any other materials that the Contractor may propose, during the period of the Contract, and the Council may agree will make a cost-effective contribution to increasing the proportion of Household Waste Recycled. This aspect will NOT form part of the evaluation of bids received during the tender process.

### The Contractor shall take ownership of and responsibility for all Contract Recyclables from the time it is delivered to the Contractor’s premises.

### The Contractor shall be responsible for the efficient separation of the Contract Recyclables at a suitable permitted Treatment Facility, the sale and transfer of Contract Recyclables and for ensuring that it is Recycled within the meaning of former local authority National Indicator 192. The definition of former local authority National Indicator 192 (WasteDataFlow 30th March 2011 Revision) is appended for reference at Appendix B to this Specification.

### The Contractor’s separation operations shall achieve high-quality Recycling similar to that achieved with separate collections, at all times ensuring and demonstrating that its treatment of Contract Recyclables results in outcomes compliant with Article 11 Waste Framework Directive (Directive 2008/98/EC on Waste) and the principles of the waste hierarchy therein.

### No recycling credits will be paid to the Contractor in respect of Contract Recyclables ultimately Recycled. Information relating to final destinations for processed materials must also be provided on a quarterly basis. The Contractor is required to supply to the Council information relating to final destinations in accordance with the template provided in Appendix D to this document. No materials shall be exported from the UK by the Contractor which have not been either separated into high grade feedstock streams for Recycling or which have not first been processed to produce Refuse Derived Fuel (RDF) or Solid Recovered Fuel (SRF).

### The Contractor shall not export materials outside of the EU without prior written consent from the Authorised Officer which shall not be unreasonably withheld.

### The average material compositions for the existing dry mixed recycling service 2022/23 for the Council are shown in Appendix A. This is only to be used as a guide for estimated volumes of materials

### **3.0 Contamination**

### The Council shall reasonably endeavour to deliver dedicated loads of Contract Recyclables that contain less than 12% by weight of contamination:

### For avoidance of doubt, contamination shall be considered to be any materials within the Contract Recyclables which are defined in section 2.0.1 and of this Specification as ‘non-target materials’ or ‘non-acceptable materials’.

### For all loads received which are deemed to comply with those acceptance rates above, the Contractor shall be responsible for the transportation, Treatment and Disposal of Rejects. Above those thresholds, the Council will be responsible for the cost of transportation, Treatment and Disposal of any contamination material which is able to be pulled out or full loads rejected by the Contractor as they are considered above the threshold, subject to the procedure detailed below.

### Prior to the Commencement Date the Authorised Officer and the Contractor shall agree a detailed protocol for determining the acceptability of delivered waste in strict accordance with the performance and other requirements of this Specification. Any such protocol shall uphold the procedures detailed and shall detail the particulars of roles and responsibilities and the individuals involved.

## Managing Contamination

### The Contractor shall provide a bespoke waste acceptance procedure for the acceptance of Contract Recyclables, which outlines the process for handling the Contamination at the Collection Point(s).

### The Contractor shall include within the waste acceptance procedure a process for the removal of contamination through minimal and safe sorting at the Collection Point.

### Contamination apparently in excess of those proportions defined in shall be identified and removed in accordance with the following:

1. All deliveries shall be inspected in the tipping area by the Contractor. If the Contract Recyclables, in whole or in part, is determined to be unacceptable, colour digital photos shall be taken by the Contractor to verify the presence of contamination material. Only the Contract Manager, or his nominated representative (which will generally be the driver), shall have the authority to reject an entire load or delivery on behalf of the Contractor, and shall immediately notify the Authorised Officer, including the transmission of the photographed image of the contamination. The Council reserves the right to verify that the load rejection is appropriate prior to any further action being taken by the Contractor. Any loads that are considered by the Contractor not to meet the agreed acceptance contamination level, as stated in including incidences of Hazardous Waste, shall if required be stored in a designated area at the Collection Point to avoid contamination of other Contract Recyclables, and the Authorised Officer informed and supplied with an image within two (2) hours of the Contractor’s exit from the Collection Point. The load shall be held for a period of twenty-four (24) hours commencing with the time the Authorised Officer is informed to allow the Contractor and the Authorised Officer to make arrangements to jointly inspect the contaminated material at an agreed time within the agreed period.

### The Contractor shall be responsible for inspecting the consigned material before it is loaded onto his vehicles; and again, during the loading process.

### If the Contractor considers that Contract Recyclables are contaminated beyond the limits specified in he shall stop the Council from loading any or any further material onto his vehicle and notify the relevant Authorised Officer immediately, through the Collection Point staff. The Contractor and the Authorised Officer shall then agree one of the following courses of action in respect of any loads which the Contractor considers fail to meet the acceptance criteria:

1. That the load meets the acceptance criteria;
2. That the load shall be processed in accordance with the Contract, but that the Contractor shall be reimbursed by amending the Contract Price in accordance with Section 0 in respect of that load for the cost of removing any contaminants from the said load;
3. That the load be rejected and treated as residual waste for disposal and dealt with accordingly under the Contract; or
4. That the load be subject to a detailed analysis in accordance with arrangements agreed between the Contractor and the relevant Authorised Officer. The results of the analysis shall be binding on both the Contractor and the Councils. In the event that the analysis confirms that the load fails to meet the acceptance protocol, the cost of analysis shall be met by the Council and the load treated in accordance with this clause. In the event that the analysis shows that the load meets the specifications, the cost of the analysis shall be met by the Contractor and the load processed in accordance with the Contract. If the Contractor fails to comply with the arrangements for joint inspection of the load in accordance with this clause the load shall be accepted as meeting the acceptance protocol. If the Authorised Officer fails to comply with such arrangements the Contractor shall deal with the load in the manner set out in 1.1.

### For all rejected loads, the Contractor shall, within 5 working days of notifying the Authorised Officer that a load has been rejected, complete and submit a report, complete with photographs, to the Authorised Officer in a form satisfactory to the Authorised Officer.

# Transport and Transfer of Contract Recyclables

### The Contractor shall work with the transfer stations and haulier to provide haulage arrangements necessary for the delivery of the Service in accordance with the Service Delivery Plans and to ensure the safe transit of Contract Recyclables to its Treatment Facility.

### The Contractor shall do everything reasonably possible to ensure that its haulage vehicles are not delayed in their work by congestion at its Facility(ies).

# Material Sampling

### The Contractor shall undertake the required periodic sampling and analysis of loads arriving at its Treatment Facility in order to meet its obligations under Schedule 9A of the Environmental Permitting (England and Wales) (Amendment) Regulations 2014 and report these to the Authorised Officer in accordance with this Specification. The Contractor shall record the composition of the Contract Recyclables and this shall then be used to calculate the quarterly fluctuation in the Material Rebate.

### The Contractor shall be required to report this data to the Council on a monthly basis with the data showing the results of all individual input sampling exercises the Contractor has undertaken in relation to material from each Lot during the course of the preceding month, as well as an average for that given month. The Contractor shall be required to provide data in the format as shown at Appendix D.

### The Contractor shall notify the Authorised Officer of when the material sampling shall take place for each relevant Council and the Council shall have the right to witness the sampling taking place to verify the procedure and weight readings.

# Sale of Contract Recyclables

### The Contractor shall be responsible for the sale and marketing of Contract Recyclables accepted. The Contractor shall process Contract Recyclables in a manner that maximises the amount of material Recycled and optimises revenue and quality from the sale of Contract Recyclables.

### The Contractor shall not export from the UK any contamination arising from the Services unless it has been subject to a pre-treatment process, such as conversion to RDF or SRF and not without approval of the Authorised Officer.

### The Contractor shall export from the UK only Contract Recyclables that have been sorted into re-processor feedstock streams. No unsorted Contract Recyclables shall be exported.

### The Council requires assurance that Contract Recyclables are being marketed to those end destinations set out in the Service Delivery Plans, or such alternative routes as approved by the Authorised Officer, the Authorised Officer will not unduly withhold approval. The Contractor shall hold records of the routes taken by materials from the Contractor to re-processors and end-users.

### The Contractor shall provide quarterly reports to the Council with evidence of the end-markets for the materials, including details of the re-processors and any brokers to which material is sent before re-processing, in the format provided at Appendix D. In making these arrangements with these third parties the Contractor shall confirm that a right is established for the Council to visit and inspect facilities on request.

# Reporting and Audit

### The Contractor shall ensure that throughout the Contract period, the Authorised Officer is granted access upon reasonable notice to:

### all of the Contractor’s premises and Facilities used in the delivery of the Services (including to witness the undertaking of sampling of Contract Recyclables); and

### all those of all organisations receiving Contract Recyclables from the Contractor.

### The Contractor shall at all times during the Contract Period ensure its compliance with all necessary legal and regulatory requirements. The Contractor shall share with the Council all data generated in pursuit of these obligations insofar as they relate to the Contract Recyclables collected originally by the Council in addition to information provided under the provisions of 0.4.

### The Contractor shall ensure that the maximum commercial value is realised from the Contract Recyclables and shall ensure particularly that the quality of the Contract Recyclables delivered by the Council(s) is not diminished through blending with materials emanating from elsewhere.

### The Contractor shall have established processes and systems for the routine accurate measurement and reporting of information pertaining to the Contract as required by the Authorised Officer. The Contractor shall submit to the Council in respect of material delivered by that Council the following information by the fifth Working Day of each Payment Period in respect of the previous Payment Period:

1. Detailed information relating to the Contract Recyclables accepted and processed, to include: weight of material, weight of each load, Collection Point entry and exit times, and date;
2. As a. above, but sorted and totalled by Council Collection Vehicle;
3. As a. above, but sorted and totalled by Collection Point;
4. The weights of any Contract Recyclables received under this contract by material, load, time and date supplied on a monthly basis & sorted by both date and the Council Collection Vehicle and finally totalled;

### The Contractor shall submit to each of the Councils in respect of material delivered by that Council the following information by the 20th Working Day of each Payment Period in respect of the previous Payment Period:

1. Monthly tonnage reconciliation of all Contract Recyclables received, broken down into the specific recyclable streams, the types and quantities of Waste and information on any contamination;
2. Monthly composition analysis for each Council based on the preceding months’ input material analysis of Contract Recyclables undertaken as part of the Contractor’s requirements to comply with the conditions of its Environmental Permit, as set out in Schedule 9A of the Environmental Permitting (England and Wales) (Amendment) Regulations 2014 (as per the format shown in Appendix D to this document or any amendments to this as agreed by the Authorised Officer);
3. Monthly composition analysis data based on the preceding months’ Treatment Facility output material analysis of Contract Recyclables and Rejects undertaken as part of the Contractor’s requirements to comply with the conditions of its Environmental Permit, as set out in Schedule 9A of the Environmental Permitting (England and Wales) (Amendment) Regulations 2014 (as per the format shown in Appendix D to this document or any amendments to this as agreed by the Authorised Officer);
4. Monthly analysis of separated Rejects and the composition thereof;
5. Quarterly contamination reports of the Contract Recyclables received (including details of Hazardous Waste);
6. Details of the destinations of all Contract Recyclables (provided in the format set out in Appendix D). These shall be reported on a quarterly basis with a breakdown of destinations for the different materials;
7. Details of all Waste disposed of according to material weight, disposal method and destination on a monthly basis;
8. Monthly health and safety reports, noting the details of any accidents and dangerous occurrences reportable under RIDDOR;
9. Other measures and data reasonably required by the Authorised Officer for the purposes of effective Contract management and compliance with legal and regulatory requirements (e.g. Waste transfer note, Waste carriers licence and ease of input into WasteDataFlow).

### The Contractor shall undertake as a minimum an annual audit for each Council of the collected material (at its own cost) at its premises, to assess the percentage and type of each Contract Recyclable stream being delivered by each Council. This audit shall be carried out on an annual basis, or at the reasonable request of the Authorised Officer, and information shall be provided to the Authorised Officer within seven days of the audit taking place. The audit will involve running multiple representative loads (the precise number to be agreed with the Authorised Officer prior to commencement) from each authority through the plant to the exclusion of other materials.

### The Authorised Officer or his nominated representative shall be entitled to visit the Contractors’ Facility during any of the sampling of the Council’s Contract Recyclables. This shall include both routine sampling to comply with the requirements of Environmental Permits, as well as the annual audit. The Contractor shall be required to provide the Authorised Officer with a sampling schedule and the Authorised Officer shall endeavour to give the Contractor at least 48 hours’ notice prior to attending.

### The Authorised Officer retains at all times the right to despatch individual loads initially to a third party for detailed assay and valuation in accordance with the Conditions of Contract.

### The Contractor shall report all the information detailed for the Council in a standardised MS Excel form as approved by the Authorised Officer.

### The Contractor shall make available for inspection by the Authorised Officer on demand original hard copies of weighbridge tickets throughout a period of seven years commencing on the day of the weighing.

### The Contractor shall assist the Council in undertaking performance reviews as specified, including the provision of information for the formulation of local and national performance against indicators and attendance at evening Council meetings and public meetings as required.

### The Councils will monitor closely the Contractor’s compliance with its submitted Method Statements and the Contractor shall provide every assistance, co-operation and support to the Authorised Officer and his nominated representatives Authorised Officer in making their assessments.

### The Contractor shall use up-to-date and industry-recommended and approved environmentally sustainable work methods and practices.

### The Contractor shall inform the Participating Councils where any Contract Waste is to be disposed of and which Disposal or Treatment route has been used in accordance with the Contractor’s submitted Method Statements.

# Management

### The Council shall nominate an Authorised Officer who will be responsible for representing the interests of the Council.

### The Authorised Officer for each Lot will be the primary day-to-day contact point for the Contractor.

### The Contractor shall appoint a Contract Manager approved by the Council. Any notice, instruction or other information given to the Contract Manager shall be deemed to have been given to the Contractor.

### The Contractor shall notify the Authorised Officer in writing of the name, address and contact numbers of the Contract Manager and a deputy. The Contractor’s Contract Manager or its deputy must be available on every Working Day of the Contract. In the absence of the Contract Manager the deputy shall assume all responsibilities and powers of the Contract Manager.

### The Contractor shall provide and shall ensure that its staff wear at all times, when engaged in the provision of the Service at Collection Points, identification that shows them to be employees of the Contractor and to include as a minimum their name and job title.

### The Contract Manager’s role includes:

1. Management of performance of the Contract against the Specification, and taking corrective action where necessary;
2. Regularly monitoring the characteristics of the Contract Recyclables delivered by the Council;
3. Keeping abreast of developments in the legislative environment, taking action as necessary in order to comply with new requirements (and advising the Authorised Officer of such developments);
4. Keeping abreast of new waste management methods and facilities, highlighting these when appropriate to the Authorised Officer;
5. Work with the Authorised Officer to support delivery of the Council(s)’ Waste Strategy (including staff briefings, site visits etc);
6. Managing and storing all required documentation;
7. Be available five (5) Working Days per week to meet with the Authorised Officer and/or his representatives should the need arise; and
8. Attending meetings as required by the Authorised Officer(s) (probably quarterly).

### The Council will monitor closely the Contractor’s compliance with its submitted Method Statements and shall discharge these and other duties related to the Services through the appointment of an Authorised Officer and nominated representative(s).

### The Contractor shall meet with the Authorised Officer for the Council at the following frequencies:

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| **Meeting** | **Frequency in Contract Year 1** | **Frequency in Subsequent Contract Years** |
| Meeting with nominated representative | Every 6 weeks | 4 x per year |

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### In addition, the Contractor shall attend a meeting during October in each Contract year to present and discuss his Annual Service Improvement Plan with representatives of the Council(s) and the Authorised Officer(s).

### The Authorised Officer may vary the frequency of meetings required.

# Complaints

### The Contractor shall deal promptly, courteously and efficiently with complaints about deficiencies or any other occurrences requiring remedial action by the Contractor. All complaints made in writing (be it by email or post) shall be acknowledged in writing (in the format in which the compliant was received (i.e. if by email then a response by return of email and if by post then a response by return of post) by the Contractor within two (2) Working Days of receipt and a full written reply issued to the complainant and the Council within five (5) Working Days.

### Details of enquiries and complaints received directly by the Contractor and its employees shall be passed by the Contractor immediately to the Authorised Officer and/or his nominated representative for the relevant Council including details of their source, date and time. The Contractor shall keep a written record of all complaints (whether received by him/her direct, or, reported to him/her by the Authorised Officer) together with a record of the action taken by him in relation to those complaints. The Authorised Officer or their nominated representatives for the Council may direct the format or medium for the recording of such enquiries and complaints and the Contractor’s responses to them.

# Payment Mechanism

### Throughout the first full year of the Contract the Contractor shall maintain his per-tonne tendered charge for operational services (at Price B within the Pricing Schedule)

### On a quarterly basis (every 13 weeks) the tendered rate for the fluctuation of Material Rebate (at Price D within the Pricing Schedule) shall be calculated.

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| **Fluctuation of Material Rebate (at Price D within the Pricing Schedule**) |
| **First Fluctuation:** At Contract Commencement (and will consider the period between tendering and Contract Commencement as one single 13 week period, no matter its actual duration) |
| **D Basis of Fluctuation: actual material composition and mid-point letsrecycle.com monthly material indices calculated as follows:**  Revised tonnage rate to apply from Contract Month 1:  R = (D x W) + D  Where:  R = Reviewed Price  D = Materials Rebate Rate per tonne (tendered price D) at preceding review date or in the case of the first review, at the tendering date  W = Weighted average ‘basket price’ percentage movement  To calculate ‘W’, price changes since the last review date of each material stream shall be multiplied by the relevant proportion of that stream and totalled to give a weighted total price change and then divided by the weighted total price at the preceding review date (or in the case of the first review, at the tendering date) to give a weighted percentage price change.  The material prices used in the calculation of W will be the mid-point values for the monthly material indices on letsrecycle.com for the month preceding the review date, or, in the case of the first review, at the tendering date.  At the tendering date, the proportions of each material stream are to be set at the Contract Commencement Date, which are to be based on the average of the preceding 3 months’ composition reporting information.  At each review date, the assessed proportions of each material stream for the period from the previous review up to the month preceding the review month shall be provided and evidenced by the Contractor in accordance with Section 9 of this Specification.  A worked example of the material rebate review (price D) is provided below.  The relevant published material recycling indices are as follows:  **Basildon (excluding glass)**  **Letsrecycle.com Material Prices**  Clear and Light Blue PET  HDPE Natural  PTT – Pots, tubs and Trays  Aluminium Cans  Steel Cans  **EXAMPLE**   |  |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | --- | | **Letsrecycle material description** | **Assessed proportion in stream at review** | **letsrecycle.com mid-point price at previous review** | **Weighted price at previous review** | **letsrecycle.com mid-point price at review** | **Change in letsrecycle.com price since previous review** | **Weighted price change since previous review** | |  | **(P)** | **(Q)** | **(P x Q)** | **(Q')** | **(C = Q'-Q)** | **(P x C)** | | PET Blue & Clear | **20%** | **£385** | **£77** | **£315** | **-£70** | **-£14** | | Natural HDPE | **8%** | **£890** | **£71.20** | **£960** | **£70** | **£5.60** | | PTT Pots, Tubs, Trays | **44%** | **£15** | **£6.60** | **£25** | **£10** | **£4.40** | | Aluminium can prices: Baled or densified and strapped | **8%** | **£1000** | **£80** | **£965** | **-£35** | **-£2.80** | | Steel can prices: Steel cans (ex-works) | **16%** | **£135** | **£21.60** | **£155** | **-£20** | **-3.20** | | Other (non trackable | **4%** |  |  |  |  |  | | **TOTAL** | **100%** |  |  |  |  | **-£10** |   R = Reviewed Price  D = Materials Rebate Rate per tonne at preceding review date or in the case of the first review, at the tendering date  W = Weighted ‘basket price’ percentage movement  W = (weighted price change since previous review / weighted price at previous review)  Therefore, W = (£-10.00 / £30) = -30%  R = (D x W) + D  R = (£30 x -0.30) + £30. = £21 |
| **Frequency of Fluctuation:**  Quarterly (every 13 weeks) |

### At the first anniversary of the Services Commencement date the second mechanism for fluctuation of rates will apply:

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| **Fluctuation of operational services charges (at Price B within the Pricing Schedule**) |
| **First Fluctuation:** First Contract Anniversary (start of Contract month 13) |
| **Basis of Fluctuation:** ‘**All Items** **Consumer Price Index’ (CPI)** - calculated as follows:  R = (B x (A - E) / E)) + B  Where:  R = Reviewed Price  B = Price B at preceding Review Date or in the case of the first review, at the Services Commencement Date  A = CPI at Review Date  E = CPI at preceding Review Date or in the case of the first review, at the Services Commencement Date |
| **Frequency of Fluctuation**:  Annual at each Contract anniversary. |

### Payments will be made by the Council to the Contractor in respect of each Calendar Month during the Contract Period as the product of the tonnage of Contract Recyclables received, managed and Recycled by the Contractor during the preceding Calendar Month multiplied by the Operational Services Charge (price B).

### Payments will be made by the Contractor to the Council in respect of each Calendar Month during the Contract Period as the product of the tonnage of Contract Recyclables received, managed and treated by the Contractor during the preceding Calendar Month multiplied by the material Rebate rate (price D).

### The Council will deduct from each monthly invoice any Performance Deductions resulting from the Contractor’s failure to deliver the Services in accordance with this Specification. Further details are set out in Section 13.0.

### The following process shall apply in respect of Monthly payments.

### By the fifth Working Day of each Payment Period, the Contractor shall accurately compile a statement of tonnages (meeting all the audit requirements of the Specification), associated rates and totals due in respect of the previous Calendar Month, including all and only tonnage delivered under the Services.

### The Authorised Officer will be responsible for approval of the Contractor’s submitted work breakdown and the reconciliation of weighbridge ticket information and the Contractor’s submitted statement and calculations.

### Any Payments due by the Parties in respect of each Calendar Month shall be made within 25 Working Days of the issue of the Contractor’s monthly statement in respect of that Calendar Month.

# Performance Mechanism

### The Authorised Officer will use a system of Performance Points to address failure by the Contractor to deliver the Services in accordance with the Specification and Key Performance Indicators (KPIs).

### Performance Points shall begin to accrue from the point that the Authorised Officer or his nominated representative issues Failure Notice. However, the Performance Points shall only be applied where the Contractor fails to rectify the Service failure within the specified time period. Where it is not possible to rectify the Service failure, the Performance Points will be automatically applied.

### The number of Performance Points accrued from a single event shall reflect the severity of the impact of any Performance Failure. Each Performance Failure will be assigned a category as shown below.

### Performance Deductions are the Councils sole remedy for Performance Failures, except where under the terms of the Contract, Performance Failures have reached a level where the Authorised Officer deems it necessary to commence Contract termination proceeding.

|  |  |
| --- | --- |
| Performance Deduction Category | Performance Failure |
| A | Major Non-Compliance - a number of Performance Failures that result in a Contract review at a high level within the Council. Points attributed to Performance Failure Notices within the Monitoring Period total 10,000 and above. |
| B | High Impact – Points attributed to Performance Failure Notices within the Monitoring Period total between 5001 and 10,000 or where there are three consecutive occurrences of the same Performance Failure and/or there are three occurrences of the same Performance Failure within four consecutive Monitoring Periods. |
| C | Medium Impact – Points attributed to Performance Failure Notices within the Monitoring Period total between 1001 – 5000 or where there are two consecutive occurrences of the same Performance Failure and/or there are two occurrences of the same Performance Failure within four consecutive Monitoring Periods. |
| D | Low Impact – Points attributed to Performance Failure Notices within the Monitoring Period total between range 501 - 1000 |
| E | Minor Impact – Points attributed to Performance Failure Notices within the monitoring period total between 10 – 500. |

### In the event of a Performance Failure, the Contractor will be entitled to rectify the failure within the relevant rectification period stated below. Should the Contractor fail to rectify the Performance Failure within the defined period, a Performance Deduction Notice will be issued by the Authorised Officer.

### For avoidance of doubt, where the Rectification Period is specified as “none”, this shall be deemed to be non-rectifiable and an automatic Performance Deduction Notice will be issued by the Authorised Officer.

### Performance Points are applied at a rate of 1 point per pound (£) of the Performance Deduction value.

### **Key Performance Indicators**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **No.** | **Name of KPI** | **Performance Failure** | **Rectification Period** | **Performance Points** | **Measurement for Performance Points** | **Performance Deduction** | **Frequency** |
| 1 | WasteDataFlow Return | Failure to provide tonnage and composition data in accordance with required timescale and the Specification | 7 Working Days | 20 points | Per Working Day from the date of the Performance Failure Notice | £20 per day after the rectification period | Monthly |
| 2 | Annual Service Development Plan | Failure to provide the Annual Service Development Plan in accordance with the Specification | 10 Working Days | 20 points | Per Working Day from the date of the Performance Failure Notice | £20 per day after the rectification period | Annually |
| 3 | Vehicle Turnaround | Failure to meet turnaround times as stated in the Specification | None | 10 points | Per occurrence | £10 per occurrence | Monthly |
| 4 | Collection of Contract Recyclables | Failure to provide a collection of Contract Recyclables from the Council’s Collection Point within one (1) hour of the pre-arranged time except in exceptional circumstances at the Authorised Officer’s discretion acting reasonably | None | 10 points | Per occurrence | £10 per occurrence | Monthly |

# Education

### The contractor shall support communications activities of the Council through providing relevant information to meet communications aims.

### In addition to its responsibilities to provide access to premises and facilities under 9.0.1 above, the Contractor shall ensure that the premises used for sorting mixed Contract Recyclables shall be made ready for visits by Council staff and/or Elected Members when given reasonable notice by the Authorised Officer. During such visits the Contractor shall be responsible for:

1. The health, safety and welfare of visitors;
2. Meeting and greeting visitors;
3. Providing an introductory presentation on the effectiveness of the process;
4. Running a question and answer session;
5. Providing a guided tour of the facility, including views of key processes and staff;
6. Providing a light buffet working lunch and the opportunity for further discussion;
7. Responding to customer feedback in devising forthcoming visits.

# Service Development

### The Contractor shall be proactive in the identification and proposal to the Authorised Officer of potential Service developments and improvements and to work with the Council in striving to improve over the Contract Period:

1. the service, including financial and environmental performance;
2. Community benefits delivered;
3. The range of materials dealt with;
4. Public communications and education.

### The Contractor shall inform the Council, at any time during the lifetime of the Contract, of any areas in which they believe that best practice is not being applied in the provision of the Services within this Contract and shall advise how this may be remedied, including, if necessary by changes in the Specification, and should indicate any demonstrable cost or savings implications to the Contractor and to the Council.

### The Contractor is required to propose in the Service Development Plans described below, improvements that could be made to the Service that would be of benefit to the Council or the Contractor such that these would offer improvements in the applied standard of work in Service quality and efficiencies in the method of working along with cost reductions.

### The Contractor will provide not later than 1st October in each Contract year an Annual Service Development Plan, to take effect from 1st April following. The plan is to contain as a minimum:

1. an assessment of the preceding year’s performance (in the first Annual Service Development Plan this will be performance since the Commencement Date);
2. proposals aimed at improving environmental management;
3. proposals aimed at improving financial benefits.

### The Contractor shall not implement the measures recommended in its Annual Service Development Plan until it is in receipt of the Authorised Officer’s written approval, which will not be unreasonably withheld.

### The Contractor will be required to identify within its Annual Service Development Plan improvements to the Services, which are designed to respond to any concerns from the Council regarding Service quality.

### The Annual Service Development Plan should not result in an additional net cost to the Council and the plan should specifically address any particular issues, which have been notified to the Contractor during the preceding year by the Authorised Officer.

# Appendix A

**Material Composition**

[See Separate Excel Document]

# Appendix B

**Definition of National Indicator 192**

(Source: http://www.wastedataflow.org )

[See Separate pdf Document]