

# **Report of the Strategic Director Place to the meeting of Environment and Waste Management Overview and Scrutiny Committee to be held on 28<sup>th</sup> February 2017.**

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**Subject:**

**Procurement – Waste Treatment Services.**

**Summary statement:**

This report provides a further update to the committee on the progress of the procurement for waste treatment services for the Council's residual waste. The last update was on 26<sup>th</sup> July 2016.

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**Overview & Scrutiny Area:**

**Environment & Waste**



## 1. SUMMARY

This report provides a further update to the committee on the progress of the procurement for waste treatment services for the Council's residual waste. The last update was on 26<sup>th</sup> July 2016. To assist members this report should be read in conjunction with the July 2016 report.

## 2. BACKGROUND

The present contracts for treatment of the Council's residual waste terminate on 30<sup>th</sup> September 2017, although there is a 6 month extension option to 31<sup>st</sup> March 2018 at the Council's discretion, subject to 3 months notice i.e., before 30<sup>th</sup> June 2017. No decision on exercising this option or otherwise has yet been made.

## 3. PROCUREMENT PROCESS

The procurement details as provided to members on 26<sup>th</sup> July 2016 remain substantially unchanged, however a brief summary is provided below.

The initiation to undertake this procurement was contained within the Municipal Waste Minimisation and Management Strategy which was approved by Executive on 13<sup>th</sup> January 2015.

### The Procurement Team

The procurement commenced on April 2015 with the assembly of a small team consisting of 1 x Project Manager, 1 x Executive Officer, both of whom sit with Waste Services, and supported by internal specialists from Legal, Human Resources, Procurement, Finance, Health & Safety, Planning and Communications. Further support is provided by external Technical, Financial and Legal Advisors (Jacobs, Grant Thornton and DLA Piper respectively).

### Governance

The procurement team report to a Project Board chaired by the Strategic Director of Place, where key project decisions are made.

### Contract for Services

The contract being procured is for treatment and disposal of the Council's residual waste being provided by private sector service providers using existing merchant facilities. As such it is a service contract.

The contract term is for 12 years with an option to extend by up to a further 3 years. All evaluation of bids will be based on 12 years as this is only what is being guaranteed by the Council.



The amounts of residual waste has been modelled for each of the contract years, taking account of waste growth factors such as housing and population, and waste minimisation measures such as kerbside recycling, the Domestic Waste and Recycling Policy (aka the Bin Policy), and impact of Alternative Weekly Collections (due to be implemented from May this year).

The minimum guaranteed annual tonnage under the contract which the Council will be obliged to deliver is 120,000 tonnes per annum, the maximum the contractor is obliged to take is 164,000 tonnes per annum.

The total value of the contract (over 12 years) is estimated at £165 million.

#### Procurement Vehicle

The procurement vehicle being used for this type of contract is Competitive Dialogue, and in this case we have a 2 stage process, 1. Call for Initial Solutions (CIS) and 2 Call for Final Tenders (CFT).

The procurement is now within the CFT stage, where we are down to 2 Bidders. The procurement timetable has changed slightly since the July 2016 update, the latest version is contained in Appendix 1 and shows a Contract Award date of 24<sup>th</sup> April 2017.

#### Evaluation Methodology

The evaluation methodology and criteria must remain consistent throughout the formal procurement process, thus they remain as detailed in the July 2016 update (July report Appendix 3).

#### OUTCOME OF CIS STAGE

The CIS stage saw the production of a set of documents to Bidders as shown in the July 2016 update, and two rounds of dialogue with Bidders took place in August and September 2016. Evaluation of bids received was made in October/November, resulting in two Bidders being invited to participate in the next (final) stage, CFT.

Those involved in the evaluation process, and the areas of the bid for which they were responsible for evaluating is shown in Appendix 2.

#### CFT STAGE

The CFT stage largely repeats the CIS stage process. A revised (updated) set of documents were issued to the two remaining Bidders in December, these are listed below:

Schedule	Document
<b>A</b>	CFT - Tender Doc – Overarching Information Document v3.0
<b>B</b>	CFT - Tender Doc – Waste – v3.0
<b>C</b>	CFT – Tender Doc- Information Memorandum v3.0
<b>D</b>	Output Specification v3.0
<b>E</b>	Performance Framework v3.0



<b>F</b>	Payment Mechanism v3.0
<b>G</b>	Waste Acceptance Protocol v1.0
<b>H</b>	Waste Flow Model Output v3.0
<b>I</b>	WRATE Modelling – Instructions for Bidders
<b>J</b>	Reporting Schedule v3.0
<b>K</b>	Pricing Schedule v3.1
<b>L</b>	Financial Robustness & Transparency Narrative Response – v3.0
<b>M</b>	Bidder Cashflows v3.0
<b>N</b>	Project Agreement – Final
<b>O</b>	Evaluation Approach v3.1
<b>P</b>	Definitions List All Documents
<b>Q</b>	Bidder Representatives at Dialogue Meetings v3.0
<b>R</b>	Topics to be Addressed during Dialogue Session v3.0

The main difference for Bidders is to produce at CFT (1) a full legal contract and insurance mark up; and (2) a WRATE assessment of their proposed solution. This requirement follows previous feedback from members of this committee to evaluate the environmental benefits of the Bidders solutions in terms of global warming potential.

WRATE is an Environment Agency assessment tool which is well used within the waste industry, and thus deemed the most appropriate way for Bidders to demonstrate the environmental impacts (benefits) of their solution, details of what WRATE will cover is given in Appendix 4.

Again there are two rounds of dialogue at the CFT stage, in January and February, with bids due back at the end of February 2017. Bids received will be evaluated by the same bid team as at the CIS stage, covering the same areas, during March 2017.

Any slippage to the timetable as detailed in Appendix 1 is expected to be minimal, if at all, thus by the end of April the procurement should be at contract award following acceptance by Project Board of the outcome of the evaluation followed by approval of Executive.

#### EVALUATION WEIGHTINGS

The evaluation is structured with a set of overarching criteria, as shown below, and as can be seen the emphasis (award of points) changes between CIS and CFT, where at CFT greater emphasis is placed on Cost at the expense of Technical

<b>Summary Evaluation criteria</b>	<b>CIS</b>	<b>CFT</b>
Cost	30	35
Financial Robustness, Transparency and Payment Mechanism	15	10
Technical and Sustainability	45	45
Insurance	Pass/Fail	Pass/Fail
Legal	10	10
<b>Total Points</b>	<b>100.00</b>	<b>100.00</b>



## EVALUATION CRITERIA

The criteria for evaluating Cost and Financial Robustness remains unchanged as per July Report. The only Technical change sees the requirement for Bidders at CFT to produce a WRATE model which is evaluated in T1.5. (see Appendix 3) The reason for a WRATE model is explained earlier in this report.

The Insurance and Legal at CFT are now dealing with the detail of the contract, a well worked up version of the contract is provided, and Bidders respond with their mark up of the contract, a good deal of engagement between the lawyers is currently taking place ahead of the final CFT submission.

In order to provide a flavour of the contract structure, a list of the chapters to the contract is provided in Appendix 5.

## PERFORMANCE MANAGEMENT

The Bidders are required to bid back a number of Key Performance Indicators, namely:

- Landfill Diversion Performance
- Recycling Performance
- Recovery Performance

The above form part of an overall Performance Framework, this document (forming part of the suite of documents issued at CFT is reproduced in full in Appendix 6, and illustrates all of the performance criteria against which the successful Bidder when in contract, will be measured.

Where the measurement of performance shows poor contractor performance taking place, financial deductions will be applied, and failure points accrued. Should the level of poor performance reach a trigger point, the Council will be required to produce a Rectification Plan stating how the poor performance is to be rectified. However should poor performance continue, ultimately the Council will have the “right to place the contractor in default”, which can lead to termination of the contract.

Absent from the 3 bullet points above, is perhaps the most fundamental requirement of the contractor, namely to “accept all of our contract waste for the whole of the contract period”, this is because this element, being so fundamental is dealt with specifically under the contract itself. Failure to accept our waste will result in a contractor default, which can trigger termination.

In respect of other performance requirements contained in the Performance Framework (see Appendix 6) members will be interested to note Ref No. 5, the requirement to produce an Annual Report. It is anticipated that this Annual Report detailing the performance of the contractor, and thus the performance of the contract, will be brought to this Environment & Waste Overview & Scrutiny Committee on an annual basis for discussion and comment.

## CONTRACTOR'S PROPOSALS

All the performance requirements of the Bidder when in contract, and how they will be delivered are contained within a series of Plan Documents, which will make up the CFT submission by the Bidder.



The list of Plans required is shown below:

<b>Name</b>	<b>Comment</b>
Employment & Staffing Plan	Details management structures, staffing levels, training and any TUPE issues
Health & Safety Plan	Details all H&S activities
Schedule of Guaranteed Performance	Relates to the bid backs and the Performance Framework
Marketing Plan	How outputs (eg recyclates and energy) will be marketed
Contingency Plan	Should the Contractor's primary facility fail, this details the alternative options
Waste Acceptance Plan	How and what arrangements there are for the Contractor accepting our waste at their facilities
Waste Reception Facility Plan	Details all relevant permissions and consents to operate their facilities
Service Reports	Monthly (invoice), Quarterly and Annual submission on contract performance
Maintenance Plan	Details maintenance arrangements of their facilities
Contract Management Plan	Identifies how the Contractor will manage this contract with the Council
Environmental Management Plan	Includes the WRATE outputs and other environmental control systems
Added Value Statement	Details any benefits to the local community in and around Bradford
Waste Treatment Plan	Details the waste treatment solution, its technology and process stages

## CONCLUSION

As can be seen from the timetabling in Appendix 1, a decision on the preferred Bidder should be known by end April. At that point a report will be drafted for inclusion in the next available Environment & Waste Overview & Scrutiny Committee (probably June 2017).

## **4. FINANCIAL & RESOURCE APPRAISAL**

The procurement for waste treatment and disposal services will produce a new gate fee which the Council will pay to the successful contractor. We cannot anticipate yet what the outcome (in financial terms) will be until the evaluation of final tenders has been made which will take place during March 2017.

## **5. RISK MANAGEMENT AND GOVERNANCE ISSUES**

The procurement for waste treatment services is a major project which has its own governance structure in line with Council policy for major projects.



**6. LEGAL APPRAISAL**

The procurement will generate a new legal contract for the treatment and disposal of the Council's residual waste. There are no legal issues arising from this report

**7. OTHER IMPLICATIONS**

**7.1 EQUALITY & DIVERSITY**

N/A

**7.2 SUSTAINABILITY IMPLICATIONS**

The management and operation of waste treatment services has sustainability implications. Sustainability is a key evaluation criteria for the project, an example of this is given in Appendix 4.

**7.3 GREENHOUSE GAS EMISSIONS IMPACTS**

The treatment and disposal of waste will create greenhouse gas emissions, it is important to minimise these, or mitigate their impact. The procurement key criteria is to reduce deposit of waste to landfill in favour of more sustainable means, which will have positive impacts over alternatives, again Appendix 4 is an example of how impacts are to be assessed and measured and thus evaluated..

**7.4 COMMUNITY SAFETY IMPLICATIONS**

N/A

**7.5 HUMAN RIGHTS ACT**

N/A

**7.6 TRADE UNION**

N/A

**7.7 WARD IMPLICATIONS**

N/A

**7.8 AREA COMMITTEE ACTION PLAN IMPLICATIONS**

N/A



**8. NOT FOR PUBLICATION DOCUMENTS**

None

**9. OPTIONS**

N/A

**10. RECOMMENDATIONS**

That Environment and Waste Management Overview & Scrutiny Committee consider the information presented in this report and request further progress reports at key stages of the procurement.

**11. APPENDICES**

Appendix 1 – Procurement Timetable

Appendix 2 – Evaluation Matrix

Appendix 3 – Evaluation Criteria (as per Appendix 3 of 26<sup>th</sup> July 2016 report

Appendix 4 – WRATE - extract of instructions

Appendix 5 – Contents page for the Project Agreement

Appendix 6 – Performance Framework

**12. BACKGROUND DOCUMENTS**

1. Exec Report 4<sup>th</sup> Feb 2014 Waste PFI
2. O&S Report 2<sup>nd</sup> September 2014 part 2 “Waste Strategy”
3. Exec Report Jan 2015 new MWM&MS
4. O&S Report 28<sup>th</sup> July 2015 Section 2.3.3 “Procurement of a Waste Treatment Solution”
5. O&S Report 3<sup>rd</sup> November 2015 “Procurement of the new Waste Treatment Contract for treatment of kerbside residual waste”
6. O&S Report 26<sup>th</sup> July 2016 “Procurement of the new Waste Treatment Contract for treatment of kerbside residual waste”





**City of Bradford Metropolitan District Council**  
**Tender for Waste Treatment and Disposal Services**  
**Tender Reference: A8HG-SXAG39**

**Timetable v1.5 – Revised and current as at 18<sup>th</sup> November 2016.**

Please note this timetable should be referred to as the current timetable. You will be notified if this timetable is revised in future.

<b>Matter</b>	<b>Date(s)</b>
Issue of PQQ to Bidders	6 <sup>th</sup> April 2016
Deadline for PQQ clarification questions	27 <sup>th</sup> April 2016
PQQ Response Deadline	6 <sup>th</sup> May 2016
Evaluation of PQQ Responses	9 <sup>th</sup> May 2016
Notification of outcome of PQQ evaluation	14 <sup>th</sup> June 2016
Issue of CIS Stage documentation	22 <sup>nd</sup> July 2016
CIS stage clarification questions	28 <sup>th</sup> July 2016 – 12 <sup>th</sup> October
1 <sup>st</sup> CIS Stage Dialogue Meetings	17 <sup>th</sup> -19 <sup>th</sup> August 2016
2 <sup>nd</sup> CIS Stage Dialogue Meetings	20 <sup>th</sup> – 2 <sup>1st</sup> September 2016
Return of CIS stage solutions	26 <sup>th</sup> October 2016
Completion of evaluation of Initial Solutions	18 <sup>th</sup> November 2016
Select and notify shortlist of Bidders to Submit Final Tenders	25 <sup>th</sup> November 2016
CIS feedback session to successful Bidders	7 <sup>th</sup> December 2016
Issue of CFT Stage documentation	16 <sup>th</sup> December
CFT stage clarification questions	19 <sup>th</sup> December 2016 - 24 <sup>th</sup> February
1 <sup>st</sup> CFT Stage dialogue meetings	16 <sup>th</sup> – 20 <sup>th</sup> January 2017
2 <sup>nd</sup> CFT Stage dialogue meetings	13 <sup>th</sup> – 17 <sup>th</sup> February 2017
Return of CFT stage Tenders	28 <sup>th</sup> February 2017
Completion of evaluation of Final Tenders	22 <sup>nd</sup> March 2017
Internal approvals process	27 <sup>th</sup> March to 7 <sup>th</sup> April 2017
Notification of intention to award the Contract, standstill period begins	10 <sup>th</sup> – 20 <sup>th</sup> April 2017
Contract Award	24 <sup>th</sup> April 2017
Meetings with Successful Bidder to fine tune and clarify the terms of the Contract	1 <sup>st</sup> May 2017
Contract commencement	1 <sup>st</sup> October 2017

## Evaluation Matrix

## Evaluation - CFT Stage (Last Updated: 31 January 2017)

Section	Title	RL	DP	AC	SN	DG	AB	CH	AP	JACOBS	DLA	GT
<b>T - Technical and Sustainability</b>												
<b>T1</b>	<b>Performance</b>											
T1.1	Waste treatment solution accepts the whole Contract Waste tonnage over the entire contract period	X	X							X		
T1.2	Landfill Diversion Performance	X	X							X		
T1.3	Recycling Performance	X	X							X		
T1.4	Recovery of Contract Waste	X	X							X		
T1.5	Environmental Impacts	X				X				X		
	WRATE									X		
<b>T2</b>	<b>Deliverability of Proposed Solution</b>											
T2.1.1	Planning and Consents of Reception Facility	X								X		
T2.1.2	Waste Acceptance Plan	X								X		
T2.2.1	Planning and Consents of Treatment Facility	X								X		
T2.2.2	Waste Treatment Plan	X								X		
<b>T3</b>	<b>Service Delivery and Contract Management</b>											
T3.1	Health & Safety Plan	X						X		X		
T3.2	Contract and Service Management	X				X	X		X	X		
T3.3	Added Value	X				X				X		
<b>C - Cost</b>												
C1	Whole System Cost			X								X
<b>F - Financial Robustness</b>												
F1	Financial Robustness and Transparency			X								X
F2	Payment Mechanism			X								X
<b>L - Legal</b>												
L1	Risk Matrix				X						X	
L2	Insurance				X						X	

**KEY**

RL – Richard Longcake, Principal Waste Management Officer (Project Manager)  
 DP – Dawn Priestley, Executive Project Officer  
 AC – Andrew Cross, Business Advisor – Management Accounting  
 SH – Shahid Nazir, Interim Assistant Director Commissioning & Procurement  
 DG – David Greenwood, (Service Improvement) – Programme Lead  
 AB – Angela Brown – HR Business Partner

CH – Chris Hardaker, Occupational Safety Manager  
 AP – Alan Parsons, Commissioning and Category Manager  
 Jacobs – Technical Advisors  
 DLA – Legal Advisors  
 GT – Grant Thornton Financial Advisors

## Evaluation Criteria as per Appendix 3 of the July report

### Overall Evaluation Position

Summary Evaluation criteria	CIS	CFT
Cost	30	35
Financial Robustness, Transparency and Payment Mechanism	15	10
Technical and Sustainability	45	45
Insurance	Pass/Fail	Pass/Fail
Legal	10	10
<b>Total Points</b>	<b>100.00</b>	<b>100.00</b>

### Cost Evaluation

Cost Evaluation is the “whole system cost” of the submission.

The whole system cost is the aggregate cost value of the bid submission plus any additional haulage costs that the Council may have in relation to the submission. The whole system cost will be evaluated on a net present value basis.

### Financial Robustness Evaluation

The financial robustness evaluation will assess the quality of the bid in terms of being able to demonstrate the process by which the bid costs have been developed. This will require the bidders to produce a Financial Model, plus a qualitative assessment of the extent to which the Payment Mechanism (produced by the Council) is accepted by the bidder.

### Technical Evaluation

Given below are the technical criteria.

Ref. No.	Headline Criteria	Sub Reference	Technical Sub-Criterion	Overall weighting	Relevant Submission Documents
T1	Performance	T1.1	Waste treatment solution accepts the whole contract waste tonnage over the entire contract period	PASS/FAIL	<ul style="list-style-type: none"> <li>Waste Flow Model (for the entire contract period of 12 years)</li> </ul>
		T1.2	Landfill Diversion Performance	[20%]	<ul style="list-style-type: none"> <li>Schedule of Guaranteed Performance Levels</li> <li>Waste Flow Model</li> </ul>
		T1.3	Recycling Performance	[10%]	<ul style="list-style-type: none"> <li>Schedule of Guaranteed Performance Levels</li> <li>Waste Flow Model</li> </ul>
		T1.4	Value Recovery Performance	[10%]	<ul style="list-style-type: none"> <li>Schedule of Guaranteed Performance Levels</li> <li>Waste Flow Model</li> </ul>
		T1.5	Environmental Impacts	[5%]	<ul style="list-style-type: none"> <li>Environmental Management Plan</li> <li><b>WRATE</b> submission (Proforma and model for verification) (CFT)</li> </ul>

Ref. No.	Headline Criteria	Sub Reference	Technical Sub-Criterion	Overall weighting	Relevant Submission Documents
					Stage Only)
T2	Deliverability of Proposed Solution	T2.1	Waste Reception Proposals	[15%]	• Waste Reception Facility – Planning and Consents
					• Waste Reception Plan
		T2.2	Waste Treatment Proposals	[15%]	• Waste Treatment Facility – Planning and Consents
					• Waste Treatment Plan
T3	Service Delivery and Contract Management	T3.1	Health & Safety	[5%]	Health and Safety Plan
		T3.2	Contract and Service Delivery	[10%]	• Contract Management Plan
					• Employment and Staffing Plan
					• Marketing Plan
	• Maintenance Plan				
	• Contingency Plan				
	T3.3	Added Value	[10%]	• Added Value Statement	
<b>Total</b>				<b>100.00%</b>	

#### Insurance

The evaluation will assess the extent to which the bidder submission demonstrates compliance with drafting requirements.

#### Legal Evaluation

Legal evaluation is based on an assessment of the acceptance by the bidder of the legal principles and contract drafting by the Council.

## WRATE - EXTRACT FROM INSTRUCTIONS TO BIDDERS

Waste and Resources Assessment Tool for the Environment (WRATE) is the Environment Agency's approved Life Cycle Assessment (LCA) tool for evaluating the environmental aspects of waste management activities. It is considered by the Authority to be the most appropriate tool for undertaking assessment of global warming potential (GWP) for this Contract.

This document details the assumption that should be used and provided as guidance for Bidders when developing the WRATE model to accurately represent the proposed solution.

The WRATE modelling for the proposed solution, including any User Defined Processes, should be exported in a WRATE (.lca) file and submitted along with all supporting tables as part of the submission.

### Modelling Assumptions

To ensure a consistent approach the assumptions on the project year, electricity mix, waste tonnages and composition must be modelled as shown below.

#### Project Year

The Project Year must be modelled as 2020/21.

#### Electricity Mix

The electricity mix used within the WRATE model must be the UK mix for the year 2020.

#### Waste Tonnage

The eight Contract Waste streams and tonnages (for 2020/21), as shown in table 1 below, should be entered as separate waste streams in the WRATE model.

**Table of Contract Waste Tonnages**

<b>Contract Waste Stream</b>	<b>Contract Waste Tonnage (2020/21)</b>
Kerbside - Collection round household waste	113,051
HWRC - Residual	11,760
Other - Collected non-household waste (Trade)	20,106
Other - Flytipped	1,005
Other - Litter	3,160
Other - Bulks	1,073
Other - Not currently classified (Direct Trade)	2,003
Other - Charities	440
<b>Total</b>	<b>152,598</b>

#### Waste Composition

The waste is Local Authority Collected Waste (LACW - formerly known as MSW) as modelled for Bradford.

## Transport Model

For the purpose of WRATE modelling the Bidders should model each waste stream connected directly to the Council's Keighley and Bradford waste delivery points, waste is therefore assumed to arise at these delivery points. Therefore no transport impacts are modelled prior to these delivery points. If the Bidder proposes a delivery point within the boundary for direct delivery of waste then this will need to be shown as arising directly at the appropriate proposed delivery facility.

Bidders are required to provide transport assumptions for waste movements from the Council's Keighley and Bradford waste delivery points (and any direct delivery points) to all treatment and disposal points.

## Technology/Solution Process

Bidders can chose 1 of 3 types of WRATE process to represent their proposed technical solutions. These are:

- "Default Process" – a process contained within the WRATE software that has been developed and peer reviewed by the Environment Agency.
- "User-Defined Process" – a process developed by the Bidder by making amendments to a Default Process.
- "Bespoke Process" – a process that the Bidder has developed from first principles.

## Process Outputs

Outputs from the WRATE models will be used as part of the bid evaluation process. It is the responsibility of the Bidder to ensure that the models fairly and accurately represent their proposed solutions. The Authority will review the submissions to ensure that the assumptions contained within the models are reasonable and consistent with the information provided elsewhere in the submission.

## Table of process details

Data type	Parameter	Unit	Value	Notes
Process information:	Process name	Text		
	Operational life span of plant	Years		
	Operational status of process	Text	Operational/in-commissioning/pilot/in design	
	Process annual capacity (annual)	t		
	Maximum process capacity (annual)	t		
waste composition:		t		
Site inputs:	Electricity purchased for site	KWh		
	Heat purchased for site	KWh		
	Natural gas used as fuel	M3		
	Diesel oil as fuel	Litres		
	Other fuel 1 (please specify)	Litres		
	Other fuel 2 (please specify)	Litres		
	Mains water use	M3		
	Other water use	M3		
	Activated carbon	t		
	Urea	t		
	Ammonia	t		
	Lime	t		
	Wood for biofilter	t		
	Other pollution abatement material 1 (please describe)	t		

Data type	Parameter	Unit	Value	Notes
	Other pollution abatement material 2 (please describe)	t		
	Sodium hydroxide	t		
	Hydrochloric acid	t		
	Other water treatment chemicals 1 (please describe)	t		
	Other water treatment chemicals 2 (please describe)	t		
Materials recycling:	Non ferrous metal	t		
	Ferrous metal	t		
	Mixed glass	t		
	Plastic film	t		
	Mixed dense plastic	t		
	RDF	t		
	Autoclave fibre	t		
	Standard grade compost or digestate)	t		
	Non-standard grade compost or digestate)	t		
	Incinerator bottom ash for recycling	t		
	Other recovered material 1 (please describe)	t		
	Other recovered material 2 (please describe)	t		
Energy recovery:	Electricity sold to grid	Efficiency %		
	Heat exported for sale	Efficiency %		
Process wastes:	Incinerator bottom ash for Landfill disposal	t		
	APC residues	t		
	Other inert waste (please describe)	t		
	Other biodegradable waste (please describe)	t		
	Other mixed waste (please describe)	t		
Emissions to air:	Total CO2 total, of which:	kg		
	CO2 fossil	kg		
	CO2 biogenic	kg		
	Water vapour	kg		
	Total CO, of which:	kg		
	CO fossil	kg		
	CO biogenic	kg		
	SOx	kg		
	NOx	kg		
	N2O	kg		
	NH3	kg		
	HCL	kg		
	CH4	kg		
	Dioxins, Furans - ITEQ	ng		
	Cadmium	kg		
	Chromium VI	kg		
	Mercury	kg		
	Thallium	kg		
	Benzo[a]pyrene	kg		
	PCB's	kg		
	PM10	kg		
Emissions to water:	Water discharge (please specify)	M3		open water/sewer/groundwater
	Phosphate	kg		
	Nitrogen	kg		
	NH3	kg		
	Barium	kg		
	Cadmium	kg		
	Copper	kg		
	Molybdenum	kg		
	Other emission to water 1 (please specify)	kg		
	Other emission to water 2 (please specify)	kg		

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## Extract from the Performance Framework Version 3.1

**Performance Failures**

- 1.4** Each of the A or B Targets shall be measured in respect of the relevant Monitoring Period using the Basis of Measurement (in each case) as set out in **Table 1a** and **1b**.
- 1.5** A Performance Failure in respect of any A or B Target must be rectified within the applicable rectification period set out in Table 1a and 1b“**Rectification Period**”.
- 1.7** A Performance Failure in respect of an A or B Target which has not been rectified within the Rectification Period shall entitle the Authority to apply Performance Failure Deductions (financial deduction as set out Paragraph 1.17).
- 1.9** The whole of this Performance Framework will apply during the Services Period.

**A Target Performance Failures – Right of Termination**

- 1.11** In addition to the above, accruing more than the relevant number of Performance Failure Points shown in Column A, B or C of the table in Paragraph 1.14 below for the relevant A Targets listed in any single Contract Year shall entitle the Authority to terminate the contract. Although points will be recorded for the first and second Contract Years, the right to terminate the contract shall not be exercised in or at the end of the first or second Contract Years, but may be exercised with reference to Performance Failure points accrued from the commencement of the third Contract Year onwards.

**1.14 Performance Failure Point Thresholds**

Target Failure	Column A	Column B	Column C
A1	40,000	70,000	100,000
A2	60,000	100,000	150,000
A3	35,000	60,000	80,000

**Rectification Plan**

- 1.15** In the event of an accumulation by the Contractor of points in excess of 25% of the points identified for any of the Performance Failure Points Thresholds identified in Column A of the table in Paragraph 1.14 above in any Contract Year (including the first year), the Contractor shall provide an action plan (**Rectification Plan**) to the Authority within one week of the accumulation of this number of points explaining the reasons for the accumulation of this number of points and setting out the Contractor’s proposals and a timescale to remedy the underperformance. In addition the Authority may direct the Contractor to attend a special contract co-ordination meeting at which the Contractor’s underperformance and action plan will be discussed”.

## Calculation of Performance Deductions

**1.17** For each Contract Month, the Performance Deduction (PD) and accumulation of Performance Failure Points for the relevant Contract Month shall be calculated as follows:

$$PD = PFP_t \times VP \times CPI_y / CPI_B$$

Where:

PD = Performance Deduction;

$PFP_t$  = The total number of Performance Failure Points in respect of the Services which the Contractor accumulated during the relevant Payment Period;

VP = £1;

$CPI_y$  = the value of CPI as published in April of the relevant Contract Year;  
and

$CPI_B$  = the value of CPI as published in [April 2017]

**Table 1a: A Targets**

A Target	A Target Requirement	Performance Failure Points	Rectification Period	Monitoring Period	Basis of Measurement
A1	<p>Each Refuse Collection Vehicle (RCV) has been turned around within 15 minutes</p> <p>Where the average daily turn around time for any individual RCV exceeds 15 minutes, subject to any exclusions identified in the Waste Acceptance Plan, Performance Failure Points shall be applied per vehicle</p>	100	None	Daily Average per Vehicle	<p>Difference between time of departure and time of arrival at the Delivery Point as measured by the inward and outward weighbridge(s)</p> <p>Points per vehicle per day</p>
A2	<p>Each other Authorised Vehicle delivering Contract Waste (excluding RCVs) is turned around within 20 minutes.</p> <p>Where the turn around time for any individual Authority vehicle delivering Contract Waste (excluding RCVs) exceeds 20 minutes, subject to any exclusions identified in the Waste Acceptance Plan, Performance Failure Points shall be applied per occurrence</p>	100	None	Per Occurrence	<p>Difference between time of departure and time of arrival at the Delivery Point as measured by the inward and outward weighbridge(s)</p> <p>Points per occurrence</p>
A3	Meeting the guaranteed Contract Waste Landfill Diversion Rate of [ <b>bid back</b> ] % in any Contract Year	10	None	Annual	Points per tonne, or part thereof, by which the Contractor fails to meet the Contract Waste Landfill Diversion Rate in any Contract Year

**Table 1b : B Targets**

B Target	B Target Requirement	Performance Failure Points	Rectification Period	Monitoring Period	Basis of Measurement
B1	Meeting the Guaranteed Recycling Rate of [ <b>bid back</b> ]% in any Contract Year	10	N/A	Annual	Points per tonne, or part thereof, by which the Contractor fails to meet the Guaranteed Recycling Rate in any Contract Year e.g, if Contract Waste Accepted = 100,000t; and Guaranteed Recycling Rate = 10%, and Recycling Rate achieved = 8.6%; Deduction = (10% - 8.6%) x 100,000t x 10 failure points = 14,000 points
B2	Meeting the Guaranteed Contract Waste Recovery Rate of [ <b>bid back</b> ]% in any Contract Year	10	N/A	Annual	Points per tonne, or part thereof, by which the Contractor fails to meet the Guaranteed Contract Waste Recovery Rate in any Contract Year as calculated in accordance with Schedule 3 – Reporting Schedule
B3	The Contractor has complied with the following commitments in the Contractor's Waste Acceptance Plan [agreed commitments to be listed here based on the Contractor's commitments detailed in the Contractor's Waste Acceptance Plan]	500 per occurrence	4hours	Daily	Compliance with the Waste Acceptance Plan commitments listed
B4	The Contractor has complied with the following commitments in the Contractor's Contingency Plan [agreed commitments to be listed here based on the Contractor's commitments detailed in the Contractor's Contingency Plan]	5000 per occurrence	4 hours	Daily	Compliance with the Contingency Plan commitments listed.
B5	The Contractor has provided the Authority with an acceptable Annual Service Report	5000 per occurrence	1 month	Annually	Annual Service Report submitted and accepted by the Authority (acceptance means the report is complete and accurate)
B6	The Contractor shall provide data or information requested by the Authority within the timescale set out in clause 5.3 of the Output Specification	100 per occurrence	24 hours	Per request	Per request for data or information

