HWRC WASTE MATERIALS RECEPTION DYNAMIC PURCHASING SYSTEM

**CALL-OFF**

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1. INTRODUCTION

* Welcome to this introduction to Lincolnshire County Council's (the Council) Household Waste Recycling Centre (HWRC) Materials Reception Dynamic Purchasing System (DPS).
* A DPS is an electronic procurement process under which LCC can establish contracts with suppliers to provide goods and services.
* Suppliers apply to be on the DPS through the completion of a Selection Questionnaire (SQ); this is stage 1 of the DPS process.
* Suppliers whose SQ submission successfully meets the Council's requirements at this stage will be admitted to the DPS and will be invited to bid for the Council's specific requirements, as and when they arise.
* Suppliers submit a simple tender or Call-off document – stage 2 of the DPS process - which will be evaluated by the Council against published evaluation criteria. The Council will seek to award the contract to the Supplier whose submission receives the highest score.
* Suppliers on the DPS who are unsuccessful at stage 2 for any contract will remain on the DPS.
* New suppliers can apply to join the DPS at any time, and there is no limit to the number of suppliers who may be admitted to the DPS.
* The DPS will be valid until 31st May 2022.

1. OUR REQUIREMENTS

* This requirement is for the reception and treatment of 9 different waste materials from various locations across the County including HWRCs, kerbside collections and Waste Transfer Stations.
* Successful suppliers shall receive and treat waste materials in accordance with the UK Waste Hierarchy ([Gov.uk Guidance on Applying the Waste Hierarchy](https://www.gov.uk/government/publications/guidance-on-applying-the-waste-hierarchy)). Further details of minimum acceptable levels of treatment are described in the Specification.
* The material waste categories are:

|  |  |
| --- | --- |
| * Green Waste | * Plastics |
| * Paper | * Mattresses |
| * Cardboard | * Soil |
| * Wood & Timber | * Rubble and Hardcore |
| * Plasterboard | * Mixed Residual Waste |

* The location of the Council's HWRC sites are

|  |  |
| --- | --- |
| 1. Gainsborough | 1. Skegness |
| 1. Bourne | 1. Sleaford |
| 1. Grantham | 1. Spalding |
| 1. Lincoln | 1. Boston |
| 1. Louth | 1. Kirkby-on-Bain |
| 1. The Rasens | 1. Tattershall |

1. ABOUT US

* LCC is the Waste Disposal authority for the county of Lincolnshire.
* Lincolnshire is the second largest of the English counties and is predominantly rural, with a high density of agricultural land usage and a low population density.
* Lincoln is the main City of the county of Lincolnshire and where the County Council headquarters are based.
* The Council serves 7 waste collection authorities in the Lincolnshire area. This excludes North and North East Lincolnshire which are separate unitary authorities.
* The Council’s vision and purpose ensure that we focus clearly on our values:
  + Value for Money
  + Investment for the Future
  + Strong Communities
  + Partnership Working.
* To achieve this we commit to the following values, and we encourage our partners to achieve the same values when working with us:
  + Professional
  + Respectful
  + Resourceful
  + Reflective.

1. SPECIFICATION
   1. OUTLINE OF SERVICE
      1. Suppliers shall receive Waste Materials from various Waste Material Sources for treatment in accordance with the waste hierarchy. Waste Material Sources will include:
         1. HWRCs;
         2. Waste Collection Authority kerbside collections;
         3. Waste Transfer Stations;
         4. from time to time other sources authorised by the Council.
      2. All transport costs for Waste Materials delivered by the Council to the Supplier's facility will be met by the Council.
      3. The acceptance of a Supplier on to the DPS does not guarantee any Waste Material will be delivered to the Supplier.
      4. As per 5.1.3 of the DPS User Guide, the Council requests (where applicable) that bidders submit their Planning Permission and Environment Agency Environmental Permit/Exemption for the site that will receive the Council's Waste Material.
   2. WASTE MATERIALS

LOT 1 - GREEN

* + 1. To include segregated, kerbside collected green waste delivered directly by Waste Collection Authorities; segregated green waste from HWRCs and other authorised sources.
    2. The minimum acceptable level of treatment is Recycling.
    3. Suppliers should aim to meet the requirements of British Standards Institution's Publicly Available Specification for composted materials (BSI PAS100).
    4. Green waste from HWRCs may contain oversized compostable items
    5. Kerbside collected material may be presented bagged. In such instances these will be biodegradable polymers, packaging or other products that conform to the compostable criteria stated in PAS 100.
    6. Soil attached to green waste delivered shall not count as contamination
    7. The Supplier shall monitor organic waste throughout the duration of the decomposition process in order to ensure optimum conditions prevail and stable end product(s) of appropriate quality for the intended use is/are produced.
    8. EWC for lot 1 is 20.02.01

LOTS 2, 3 & 4 - PAPER/CARDBOARD

* + 1. Paper and cardboard shall be collected separately or comingled at HWRCs. Waste Material Categories are specified in Section 6 - Appendix 1. This Waste Material Category may be compacted.
    2. The minimum acceptable level of treatment is Recycle.
    3. EWC for lot 2 is 20.01.01

LOT 5 - WOOD AND TIMBER

* + 1. This Waste Material Category will be a mix of wood-based products and contain clean timber along with MDF, chipboard, laminated wood, and painted wood. The Supplier will be expected to accept and process wood materials containing some metal fittings such as screws, handles and hinges. This Waste Material Category may be compacted.
    2. The minimum acceptable level of treatment is Recovery.
    3. EWC for lot 3 is 20.01.38

LOT 6 - PLASTERBOARD

* + 1. The Plasterboard Waste Material Category will contain other gypsum based products such as bags of plaster powder. Bags containing plaster powder will not be considered contamination.
    2. Straw and foil backed plasterboard will form part of this Waste Material Category as gypsum based materials are not accepted at any of the Council's residual waste outlets. These Waste Materials will not be considered as contamination.
    3. The minimum acceptable level of treatment is Recycle.
    4. EWC for lot 4 is 17.08.02

LOT 7 - PLASTICS

* + 1. This Waste Material Category will contain rigid plastics, plastic bottles, plastic film and all other types of plastic.
    2. The minimum acceptable level of treatment is Recovery.
    3. EWC for lot 5 is 20.01.39

LOT 8 - MATTRESSES

* + 1. Mattresses are segregated at all HWRCs and also collected at some of the Council's Waste Transfer Stations.
    2. The minimum acceptable level of treatment is Disposal.
    3. EWC for lot 6 is 20.03.07

LOT 9,10 & 11 - SOIL, RUBBLE & HARDCORE

* + 1. Soil collected at HWRCs will contain stones, small amounts of vegetation and possibly other inert materials such as concrete and pieces of bricks etc.
    2. The minimum acceptable level of treatment is Disposal.
    3. Some HWRCs will mix soil with hardcore and rubble, details of the expected Waste Material Category segregation from each HWRC is indicated in Appendix 1, however, the Council reserves the right to alter this Waste Material segregation for operational or financial reasons.
    4. EWC for lot 7 is 17.01.07 & 20.02.02

Lot 12 – mixed residual waste

* + 1. This Waste Material Category will include kerbside collected municipal waste delivered by the Waste Collection Authorities to Waste Transfer Stations for bulking and hauling. Loads may contain residual waste from the HWRCs which will be mixed in at Waste Transfer Station sites.
    2. The minimum acceptable level of treatment is Recovery.
    3. The EWC code for Lot 12 is 20.03.01 & 20.03.07
  1. SUPPLIER FACILITIES
     1. The Supplier is required to provide a reception facility for Waste Materials between the hours of 7:30 a.m. and 5 p.m. Monday to Friday and between 7:30 am and 12pm on Saturdays including all bank holidays except 25th and 26th December and 1st January (subject to Supplier's site planning permission). If any Supplier is not open during these hours, and the Council has a requirement to dispose of Waste Materials during these hours while a Supplier is not open, then the Council reserves the right to deliver the Waste Materials to another Supplier on the DPS.
     2. The Supplier must have in place at all times during the Term of the Agreement for all facilities, and make available for the Council to inspect, the following:
        1. Environment Agency Environmental Permit or Exemption Certificate;
        2. Planning Permission for the relevant site;
        3. Employers Liability Insurance Certificate (minimum of £5 million) and Public Liability Insurance Certificate (minimum of £5 million);
        4. Health and Safety Policy;
        5. Relevant Method Statements and Risk Assessments.
        6. Approved Working Management System.
     3. The Supplier shall be capable of accepting Waste Materials from all types of waste collection/disposal vehicles, including roll-on/roll-off and hoist skip loaders, refuse collection vehicles (RCVs) and tippers. Some of the Council’s HWRCs use compaction and Suppliers must be able to receive Waste Materials so handled. Maximum container volume will be 50 cubic yards.
     4. The Supplier, upon request, shall provide the Council with evidence of the treatment process (s) being carried out for the Waste Materials delivered under this agreement.
  2. DELIVERY TO SUPPLIER'S FACILITIES
     1. All loads delivered during the opening times will be accepted without fail. The Supplier is required to have contingency arrangements in place in the event that they are not able to accept a delivery for any reason.
     2. Failure to accept a load delivered to the Supplier's site may result in their suspension and/or exclusion from the DPS.
     3. Payment for any contingency arrangements, including increased cost to the Council, will be at the Supplier's own expense. This will include any costs incurred by the Council from their haulage Supplier.
     4. Deliveries to the Facility shall have a turnaround time of 15 minutes from entering the site to exiting the site.
     5. The Supplier must ensure that vehicles using the Facility are able to, at all times, discharge their contents at a place, or places, within the Facility without having to negotiate unreasonable roads or unreasonable terrain. At no time must the actions or omissions of the Supplier on the disposal site expose any delivery driver to health and safety hazards. The Supplier shall be liable for any damage caused to vehicles and injuries to staff which arises from failure to comply with this item.
  3. WASTE MATERIAL ACCEPTANCE
     1. The Supplier will restrict tipping on the Council's account to vehicles notified by the Council. See also section 4.10 of this Specification.
  4. WEIGHBRIDGE
     1. All Waste Materials shall be weighed in on a weighbridge that is maintained to National Measurement Office Standards. Only electronic weighbridges with computerised outputs shall be accepted. Handwritten weighbridge tickets will only be accepted in exceptional circumstances at the Council’s sole discretion. The Supplier will be responsible for the payment of the costs of this weighing.
     2. If the Supplier's Facility does not have a weighbridge, the additional mileage for transporting Waste Material via this alternative weighbridge location shall be incorporated into the Council's Distance calculation.
     3. All costs other than transport associated with the use of an off-site weighbridge will be met by the Supplier and assumed to have been included in the Call-off and no additional claims will be considered.
     4. The Supplier is required to have contingency arrangements in place in the event that the weighbridge they use is not available for any reason. These arrangements shall meet the criteria laid out in 4.6.1 of this Specification, and shall be approved by the Council before they are implemented. The Council shall not unreasonably withhold its approval. If the contingency arrangements are unacceptable to the Council, the Council shall make its own arrangements. All costs for these arrangements shall be passed on to the Supplier. The Council shall use the most economically advantageous arrangement that meets the criteria set out in 4.6.1 of this Specification.
     5. Payment for any contingency arrangements, including increased cost to the Council, will be at the Supplier's own expense. This will include any costs incurred by the Council from their haulage Supplier.
  5. CONTAMINATION
     1. Where the Supplier considers a load to be contaminated the Supplier must quarantine the load and notify the Council immediately. The load must remain quarantined until the Council's personnel have inspected it in order to agree or disagree with the Supplier's judgement.
     2. The Council will only consider a Supplier’s claim for costs as a result of contamination if it is in excess of 5% of the total weight of the load or the Waste Material delivered is in breach of the Supplier's waste permit or exemption.
  6. COMPLAINTS AND INSPECTION REGIME
     1. The Supplier shall inform the Council of any complaints received during the delivery of this contract.
     2. The Council will periodically undertake visits to the Supplier's facility both for the purpose of maintaining contact with the Supplier and to ensure by inspection that the Supplier's facility is operating in a safe and proper manner.
     3. The Council will usually arrange such visits in advance, but reserves the right to attend unannounced. The Supplier shall facilitate such visits be they announced or unannounced.
  7. ENVIRONMENTAL PERMIT/EXEMPTION
     1. If at any time during this Agreement the Environmental Permit or Exemption applicable to the Supplier's premises is withdrawn, suspended or expires and is not renewed then the Supplier shall notify the Council immediately.
     2. Upon receipt of such a notification the Council will cease to use the Supplier, and suspend the Supplier's participation in this DPS.
     3. In the subsequent event that such permit or exemption is granted to the Supplier to comply with the requirements of this Agreement then upon receipt of written confirmation from the Supplier, including supporting documentation, the Council may withdraw the Supplier's suspension. Such action will be confirmed by the Council in writing before any further Waste Material is delivered.
  8. WASTE DATA MANAGEMENT SYSTEM
     1. The Council shall require the Supplier to submit information through the Council’s web-based Waste Data Management System (WDMS). Upon such an instruction, the WDMS shall be used in accordance with the following clauses.
     2. The Supplier shall submit through the Council's web-based WDMS details of any loads received. This can either be entered load by load or uploaded using a spreadsheet template which will be provided by the Council on request.
     3. The Supplier shall use the WDMS to submit monthly online invoices for any Waste Material for which a gate fee is being charged. This must be backed up (ideally by email) with a conventional invoice for the same amount. A copy of the weighbridge ticket for each load must be retained at the Suppliers premises for inspection if required.
     4. Any computer hardware or software required to receive and send emails and access a web-based portal for using the WDMS will be provided at the Supplier’s expense.
     5. The Council will provide guidance and instruction to any the Supplier who has not previously used the WDMS
  9. HEALTH AND SAFETY
     1. The attention of Suppliers is directed to current legislation, including the Health and Safety at Work Act (1974), and the Management of Health and Safety at Work Regulations 1999, and all other applicable Health and Safety Law, with which they shall comply.
     2. In particular, they shall at all times maintain safe and healthy working conditions at all sites, complying with the requirements of Codes of Practice which are applicable to the work being undertaken and ensure that all employees and sub-Suppliers comply with this item, and 4.11.1 of this specification.
  10. ACCESS BY THE COUNCIL
      1. The Supplier shall at all reasonable times allow the Council access to records and documents in the possession of the Supplier in connection with the performance and auditing requirements for the Services pursuant to the Contract.
  11. QUANTITIES AND COMPOSITION OF WASTE MATERIALS
      1. Due to the current economic climate, consumer behaviour patterns, possible changes due to growth areas and changes to collection schemes, the Council provides no guarantee of the tonnage of Waste Material delivered.
  12. LEGISLATION
      1. The Supplier will ensure that they provide the Services in compliance with all relevant Law in relation to the Site, waste, operations and transportation, with specific regard to the following:
         1. Environmental Protection Act 1990.
         2. Duty of Care Regulations 1994.
         3. Haulage and Operator Licensing
         4. Health and Safety Law
         5. Hazardous Waste Regulations
         6. All relevant future Law as it comes into force during the period of the contract.
  13. RECORDS AND REPORTING
      1. The Supplier shall submit to the Council no later than 5 days after the end of a calendar month, details of all individual loads received. Individual load details will include:
         1. date and time of delivery/collection
         2. Waste Material Source
         3. Waste Material
         4. weighbridge ticket details including weighbridge ticket number, date and time in/out, gross and tare weights, vehicle registration
         5. the Council retains the right to specify the format of the submission (i.e. excel spreadsheet template)
  14. RECYCLING CREDITS
      1. The Supplier shall not seek any payment for recycling (disposal) credits - Section 52 of the Environmental Protection Act 1990 - under any part of this contract, neither directly nor indirectly in any way, shape or form whatsoever. In addition, recycling (disposal) credits shall not be payable to any third parties under this Contract.

1. CALL-OFF DOCUMENT
   1. GUIDANCE ON COMPLETING THE CALL-OFF
      1. This Call-off document is provided as part of the complete procurement documentation which includes the DPS User Guide and associated documents.
      2. Please ensure you have read and understood the DPS user-guide before completing this Call-off document.
      3. Bidders should read the Call-off document thoroughly and ensure they complete any areas of the document which are coloured in yellow.
      4. Bidders should indicate which waste streams they wish to bid for by completing the Gate Fee column for the relevant lots in the Award Criteria section of the Call-off document.
      5. Bidders operating more than one reception facility in different locations may complete and submit one Call-off document per location.
   2. COLLUSIVE TENDERING CERTIFICATE
      1. In signing the Call-off, you declare that:

This is a bona fide tender, intended to be competitive, and that you have not fixed or adjusted the amount of the tender by or in accordance with any agreement or arrangement with any other person.

You have not done and you undertake that you will not do at any time before the hour and date specified for the return of this tender any of the following acts:

* + - 1. communicating to a person other than the person calling for those tenders/Call-offs the amount, or approximate amount of the proposed tender/Call-off except where disclosure, in confidence, of the approximate amount of the tender was necessary to obtain premium quotations required for the preparation of the tender.
      2. entering into any agreement or arrangement with any other persons that they shall refrain from tendering or as to the amount of any tender to be submitted.
      3. offering or paying or giving or agreeing to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for the said work any act or thing of the sort described above. You acknowledge that if you, or anyone who acts on your behalf behaves improperly or commits an offence under the Prevention of Corruption Acts 1889-1916, the Council may cancel the contract and recover all costs and losses.

In the above, the word ‘person’ includes any persons or any body or associated, corporate or unincorporated, and ‘any agreement or arrangement’ includes any such transaction, formal or informal, and whether legally binding or not.

**Refusal to give this declaration and undertaking means that your tender will not be considered.**

* 1. COMMERCIALLY SENSITIVE INFORMATION SCHEDULE
     1. The Council is committed to the principle of open government and may disclose, upon request, information that it considers to be in the public interest to disclose.
     2. Please state below any information that you specifically do not wish the Council to disclose together with any timescale relating to this non-disclosure e.g. for first 6 months, lifetime of the contract etc.
     3. Please note that the council may still need to disclose such information if necessary to comply with its obligations under the Act.
     4. In signing the Call-off, you agree that information relating to this offer/contract may be disclosed, save for the information specified below which we consider to be commercially confidential:
  2. FORM OF TENDER
     1. In signing and submitting the Call-off, you declare that:

Having examined carefully and understood the, Conditions of Tender, Terms and Conditions of Contract, the Specification and all other documentation issued by the Council in connection with the Material Waste Reception Services, the Company submitting the Call-off document:

* + - 1. hereby offer to supply the Service subject to the terms and conditions set out in such Conditions of Tender, Terms & Conditions of Contract, Specification and other documents (if any) at the prices and rates contained in the Call-off. You will keep our bid valid and open for acceptance by the Council until the expiry of 60 days from the last date for the receipt of tenders.
      2. You understand the Council is not bound to accept the lowest or any tender you may receive and will not pay any expenses incurred by us in connection with the preparation and submission of this tender.
      3. You declare that to the best of your knowledge the responses submitted in this Call-off are correct and a true representation.
      4. You understand that the information will be used in the process to assess my/our organisation’s ability to deliver the Authority’s requirement.
      5. You understand that the Council may reject this Call-off if there is a failure to answer all relevant questions fully or if you provide false/misleading information

**Refusal to give this declaration and undertaking means that your tender will not be considered.**

* + 1. Unless and until a formal Contract is prepared and executed this Call-off together with your written acceptance thereof shall constitute a binding Contract between us.
    2. Bidders should be aware that in signing and submitting the Call-off document, you confirm that you have read and agree to the terms outlined in the procurement documentation including:
       1. the Specification
       2. the Payment Mechanism
       3. the Commercially Sensitive Information Schedule
       4. the Terms and Conditions of Contract.
  1. CALL-OFF DOCUMENT

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| --- | --- | --- | --- |
| **CALL OFF REFERENCE:** | **COXXXX** | **CALL OFF DATE:** | **XX/XX/XX** |

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| **DEADLINE FOR SUBMISSIONS** | **XX/XX/XX** | **DEADLINE FOR CLARIFICATIONS** | **XX/XX/XX** |
| **EXPECTED AWARD DATE** | **XX/XX/XX** | **CONTRACT START DATE** | **XX/XX/XX** |

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| **BIDDER INFORMATION** | **Business Name** | *Enter name here* | | **Business Address** | | *Enter address here* | | | | | | |
| **Contract Manager** | *Enter name here* | | **Job title** | | *Enter job title here* | **Completing person** | | | *Enter name here* | | *Enter signature here* |
| **Bank Account Number** | *Enter account number here* | | **Sort Code** | | *Enter sort code here* | **Name of bank** | | | *Enter name of bank here* | | |
| **Material Reception Address if different from the business address:** | | | | | | *Enter address here* | | | | | |
| **Please check through your SQ and confirm that the information submitted is still current:** | | | | | | | | | | *yes/no* | |
| **Please attach your supporting certification here:** | | | | | | | | | | | |
| **Environment Agency Environmental Permit or Exemption Certificate:** | | **Planning Permission for the relevant site:** | | **Employers Liability Insurance Certificate (minimum of £5 million) and Public Liability Insurance Certificate (minimum of £5 million):** | | | **Health and Safety Policy:** | **Relevant Method Statements and Risk Assessments:** | | **Approved Working Management System:** | |
| *Insert files into this cell* | | *Insert files into this cell* | | *Insert files into this cell* | | | *Insert files into this cell* | *Insert files into this cell* | | *Insert files into this cell* | |
| **Please enter the postcode of any third-party weighbridge required to be used:** | | | | | | | | | | *Enter postcode here* | |

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| **AWARD CRITERIA** | **Lot** | **Waste Stream** | **Load Factor** | **Gate Fee** |
| 1 | Green Waste | 9.3 | *Enter gate fee - £xx.xx* |
| 2 | Paper | 4.1 | *Enter gate fee - £xx.xx* |
| 3 | Cardboard | 4.1 | *Enter gate fee - £xx.xx* |
| 4 | Paper & Cardboard | 4.1 | *Enter gate fee - £xx.xx* |
| 5 | Wood/timber | 6.2 | *Enter gate fee - £xx.xx* |
| 6 | Plasterboard | 6.5 | *Enter gate fee - £xx.xx* |
| 7 | Plastics | 2.1 | *Enter gate fee - £xx.xx* |
| 8 | Mattresses | 1.3 | *Enter gate fee - £xx.xx* |
| 9 | Soil | 9.9 | *Enter gate fee - £xx.xx* |
| 10 | Rubble & Hardcore | 11.2 | *Enter gate fee - £xx.xx* |
| 11 | Soil, Rubble & Hardcore | 11 | *Enter gate fee - £xx.xx* |
| 12 | Mixed Residual Waste | 24 | *Enter gate fee - £xx.xx* |

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| **CHECKLIST** | **Please selection y/n below to confirm that you have completed all aspects of the Call-off and any relevant accompanying documentation for submission with this Call-off, and agree to the terms and conditions of the procurement documentation described in 13.1.3:** | | | | | | | |
| **All yellow fields on this document** | *y/n* | **I have the relevant authority to complete and submit this Call-off document** | *y/n* | **Commercially Sensitive Information Schedule:** | *y/n* | **That you agree to the terms and conditions of the procurement documentation:** | *y/n* |

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| **Information for Disclosure** | **Reason for Non-disclosure** | **Timescale** |
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1. APPENDIX 1 - WASTE MATERIAL CATEGORIES/LOTS TABLE

