**Overall Responses to Queries**

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| **Query/Clarification & Ref** | **Relevant Section or Clause** | **LCC Response** |
| TA1 Tender Amendment 1 | ITT Section 12 (Terms and Conditions) Schedule 1 Clients Requirements, Paragraph 13.5.1. | Paragraph 13.5 TA1 see attached amendment to table 13.5.1 for clarity.  Core Hours are Monday to Friday 07:00-16:00. Saturdays, Sundays and Bank Holidays are by arrangement to meet WCA delivery requirements. The Bidders should note that it is envisaged that Saturday working will only be required for unforeseen circumstances including emergency operational requirements. Bank Holidays (apart from those mentioned in 13.6.1) are classed as Service Days but operational hours are by arrangement to meet the WCA delivery requirements. |
| TA2 Tender Amendment 2 | Paragraph 13.1  (Schedule 1) FINAL Bulk Waste Haulage Contract 2018 | Paragraph 13.1 reference correction to Schedule 7 (Overview Plan of the WTS). Previous to revision this was referencing the wrong schedule; Schedule 8 (WTS Parking Arrangements). Schedule 8 is Prescribed Routes of Travel. |
| Q1. Please can you confirm the amount of waste (in tonnes) that can be loaded onto the trailers currently (net weight). An average net tonnage figure that the vehicles are transporting per load. | Paragraph 9.2.4  (Schedule 1) FINAL Bulk Waste Haulage Contract 2018 | The WTS staffs aims to load between 24-25tns per load whilst ensuring that the vehicle weight is not over 44tns. The Authority might occasionally instruct a WTS site to load a part load for operational reasons see 16.1.4.  The average load weight from 1st Jan 2017 to present day is 24.79tns |
| Q2. We note that the Contract document contains internal notes and comments as though it is a draft, will the Authority be issuing a final document? | FINAL Bulk Waste Haulage Contract 2018 | To be re-issued as FINAL Bulk Waste Haulage Contract 2018 REV 1 |
| Q3. This section states that evaluation is split 30% Prices and Costs and, Quality (Working Method Statements) 70%, but section 5.12 states 40% Price and 60% Quality, please would the Council clarify the requirement. | Paragraph 5.10 (Schedule 1) FINAL Bulk Waste Haulage Contract 2018 | Paragraph 5.12 is an example of how the evaluation would work on a 60% Quality and a 40% Price. |
| Q4. Please would the Authority confirm the operational hours for the delivery of waste to the sites at Colsterworth and Kirby on Bain. | Paragraph 14.1 (Schedule 1) FINAL Bulk Waste Haulage Contract 2018 | Kirkby on Bain  07:30-16:00 (Mon – Fri)  07:30 -12:00 (Saturday)  Colsterworth  07:00 – 16:00 (Mon – Fri)  07:00 – 13:00 (Saturday)  Vehicles that need to tip should be there at least 15mins before closing time. |
| Q5. We note that the Authority has stated that with agreement the Supplier may park vehicles at the WTS overnight. In the event that agreement is given, please would the Council confirm that they would allow for the WTS’s to be added as operating centres to the Supplier’s Operators Licence as per the current arrangements with the existing Supplier. Also please would the Authority confirm that if agreement were given that this arrangement would be available for the duration of the Contract. | Paragraph 13.1 (Schedule 1)  FINAL Bulk Waste Haulage Contract 2018 | Yes the Authority would give permission for WTS's to be added to the Supplier's Operating License for the duration of the Contract. |
| Q7. If agreement is given for the WTS’s to be used as parking bases please would the Authority confirm if any charges will be payable by the Supplier for using these sites. | Paragraph 13.1 (Schedule 1)  FINAL Bulk Waste Haulage Contract 2018 | No charge would be sought by the Authority. The Supplier would have to comply with Paragraph 13 in full |
| Q8. Reference is made to Schedule 8 (WTS Parking Arrangements) but Schedule 8 refers to Prescribed Routes of Travel. Please would the Authority clarify. | Paragraph 13.1 (Schedule 1)  FINAL Bulk Waste Haulage Contract 2018 | Correction – Schedule 8 is "Prescribed Routes of Travel". See TA2 |
| Q9. We note that the table clearly states the Core Operating Hours of each of the Waste Transfer Stations. Please would the Authority confirm the hours that loading will taken place from e.g. 07:30, 08:00 etc. | Table 13.5.1 (Schedule 1)  FINAL Bulk Waste Haulage Contract 2018 | In accordance with Paragraph 13.4, no operation shall start before 07:00. Employees can be on site before then but no work is to be started until 07:00 |
| Q10. During the Core Operating Hours please would the Council confirm whether there are any periods where loading will not be permitted e.g. site staff breaks etc. | Table 13.5.1 (Schedule 1)  FINAL Bulk Waste Haulage Contract 2018 | It is envisaged that no problem interference with loading will occur as breaks are taken in accordance with site workload |
| Q11. It is stated that the Waste Transfer Stations will be open on all Bank Holidays except 25th and 26th December. Please would the Authority confirm that it is a requirement for the Bulk Haulage service to be provided on these days as normal. So in effect 260 days per annum. | Paragraph 13.6.1 (Schedule 1)  FINAL Bulk Waste Haulage Contract 2018 | Bank Holidays (apart from those mentioned in 13.6.1) are classed as Service Days but operational hours are by arrangement to meet the WCA delivery requirements. |
| Q12. It states that the last weighing out time is 3.45pm, so taking into consideration loading times, please would the Authority confirm what is the latest time that a vehicle will be allowed to load? | Paragraph 13.6.5 (Schedule 1)  FINAL Bulk Waste Haulage Contract 2018 | Please see table 17.1.1.1 Average vehicle Turnaround Times |
| Q13. Please confirm when the next pay review is due as it currently states N/A. | TUPE Form Completion by Incumbent | The TUPE form is only for guidance purposes only. LCC takes no responsibility whatsoever for its accuracies or inaccuracies. All bidders are to contact the Incumbent Contractor. Please contact Bulkfreight (Midlands) Ltd on 01332 853358. |
| Under overtime it states that a payment is made of £150 for working a Saturday or Bank Holiday, please confirm how many hours work this amount covers e.g. 10 hours etc. | TUPE Form Completion by Incumbent | As per answer to 11 |
| Q14. Maternity/Paternity Arrangements – no information currently provided, please would the Authority clarify. | TUPE Form Completion by Incumbent | As per answer to 11 |
| Q15. Special Leave Arrangements – no information currently provided, please would the Authority clarify. | TUPE Form Completion by Incumbent | As per answer to 11 |
| Q16. Under Pension/Entitlement is states Auto Enrolment. Please would the Authority confirm how many employees have been auto enrolled and what the employers contributions currently are. | TUPE Form Completion by Incumbent | As per answer to 11 |
| Q17. Non-Contractual Incentive Schemes – this states N/A. For clarity please would the Authority confirm there are no contractual or non-contractual bonus/incentive schemes in place. | TUPE Form Completion by Incumbent | As per answer to 11 |
| Q18. The column stating Site/Place of Work is blank, please would the Authority confirm where the drivers contracted place of work is. | TUPE Form Completion by Incumbent | As per answer to 11 |
| Q19. Under the column title Other Monthly Allowances it states Expenses. Please would the Authority clarify what this would include and the costs e.g. night out allowances, travelling etc. | TUPE Form Completion by Incumbent | As per answer to 11 |
| Q20. Please would the Authority confirm if overtime is paid if the drivers work more than 50 hours per week? | TUPE Form Completion by Incumbent | As per answer to 11 |
| Q21. Please would the Authority provide an anonymised copy of the current Contract of Employment for the drivers included on the TUPE list. | TUPE Form Completion by Incumbent | As per answer to 11 |
| Q22. Please would the Authority confirm if the 50 hours worked per week is paid as the actual hours or whether this worked hours e.g. driven hours, trips etc. | TUPE Form Completion by Incumbent | As per answer to 11 |
| Q23. With reference to Part 2 Services Commencement Date Question 2 Milestones Programme, in order to provide the Authority with confidence in our ability to mobilise the Contract would LCC consider allowing us to submit a milestone programme as an appendix. | PART 9 – Proposed Working Methods | Yes as long as your answer clearly states the question it is referring to. |
| Q24. Please would the Authority confirm what the current average payloads are for each site. | Paragraph 9.2.4 (Schedule 1)  FINAL Bulk Waste Haulage Contract 2018 | The WTS staffs aims to load between 24-25tns per load whilst ensuring that the vehicle weight is not over 44tns. The Authority might occasionally instruct a WTS site to load a part load for operational reasons see 16.1.4.  The average load weight from 1st Jan 2017 to present day is 24.79tns |
| Q25. Please would the Authority provide an indicative profile of the average 2 week period to allows us to identify any peaks during the course of each week. | Paragraph 7.6 (Schedule 1)  FINAL Bulk Waste Haulage Contract 2018 | See table 7.6.2. The weekly waste profile is dependent on what is collected by the Waste Collection Authority and therefore dependent on what the residents of Lincolnshire present at the kerbside. |
| Q26. Please would the Authority confirm when the shut down period is schedule for the EFW and is it the same period each year. | Table 7.7.1 (Schedule 1)  FINAL Bulk Waste Haulage Contract 2018 | A standard yearly shutdown period is aimed for late July early August. Depending on the work required inside the EfW this may vary from year to year and may consist of 2 shutdown periods in any one financial year |
| Q27. Please would the Authority confirm the number of other days apart from the schedule maintenance period that the EFW was unable to take deliveries of waste. | Table 7.7.1 (Schedule 1)  FINAL Bulk Waste Haulage Contract 2018 | There have been no disruption to EfW deliveries from any unplanned outages |
| Q28. Just for clarity please confirm that the Vehicle Fee means the fee paid for each Fleet Vehicle that is available in accordance with section 4.1 of Schedule 2.  Also, if a Fleet Vehicle is available but there is no volume to move would the Authority confirm that the Vehicle Fee would still be payable. | Paragraph 3.1 (Schedule 2)  FINAL Bulk Waste Haulage Contract 2018 | I can confirm that the Vehicle Fee means the fee paid for each Fleet Vehicle that is available under paragraph 4.1 and the definition under **Dn.**  Only loaded miles shall be paid as per Paragraph 5 and the definition **LMn.** |
| Q29. Please would the Authority confirm how many hours a Service Day constitutes e.g. is it the period that the each WTS is open or the EFW or 9 hours? | Paragraph 4.5 (Schedule 2)  FINAL Bulk Waste Haulage Contract 2018 | A Service Day consists of 9 hours |
| Q30. Please would the Authority confirm the height dimensions within the tipping hall. | Schedule 9  FINAL Bulk Waste Haulage Contract 2018 | Minimum height of 25m and a maximum height of 32m |
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| Q31. Please can clarification be given on the driver being allowed out of the cab in the tipping hall to access the trailer at the back and side. Taking into account opening and closing system of rear doors and cleaning debris from the rear of the trailer. | Paragraph 9.3.5  (Schedule 1) FINAL Bulk Waste Haulage Contract 2018 REV 2 | The Authority refers to the ITT Documents particularly Paragraph 9.3.5, Schedule 1 Clients Requirements in Section 12 Terms and Conditions. After the vehicle has ejected the driver may exit the vehicle, whilst wearing full PPE in accordance with the EfW induction policies, and tidy the rear of the vehicle. |
| Q32. Please would the authority confirm that all vehicles and trailers are to be new from the contract start date? | Paragraph 9.1 and 9.2 (Schedule 1) FINAL Bulk Waste Haulage Contract 2018 REV 2 | The authority can confirm that vehicles and trailers are to meet Schedule 1 Clients Requirements as set out in Section 12 Terms and Conditions. For clarity, vehicles do not have to be bought new, but the Authority would require the vehicles and trailers to be of a good presentable standard |
| Q33. Thank you for confirming that the evaluation criteria is 30% Price, 70% Quality and that 5.14 uses 40% Price as an example. With regard to the example and the prices to be supplied consisting of the Vehicle Fee (VF) and the Mileage Rate (MR), please would the Authority provide the Number of Service Days (Dn) and the Aggregate Amount of Miles (LMn) that are to be used to calculate the evaluated Price for each bid received. | Paragraph 5.10 and 5.14 of Section 1 Information for Bidders FINAL Bulk Waste Haulage Contract 2018 REV 2 | Bidders are referred to Section 6 of the ITT with regards to their "Price" submission. Section 1 paragraph 5.13 explains that the maximum percentage score will be given to the lowest price submission. Schedule 2 Payment Mechanism as set out in Section 12 Terms and Conditions, paragraph 3.1 describes (Dn) and (LMn), amongst others, relating to the winning bidders monthly "Calculation of Service Charge" i.e. relating to monthly invoices. |
| Q34. With reference to using the WTSs as operating centres would the Authority confirm if it would allow for the siting of a full compliant and secure ad blue IBC tank on each site (size would be approximately 1160mm x 1000mm x 1200mm)? | (Schedule 1)  FINAL Bulk Waste Haulage Contract 2018 REV 2 | No bidders' equipment shall be stored at any of the Authority's WTS's. |
| Q35. With reference to the Pricing Schedule requirement for bidders to confirm the Number of vehicles in the Supplier’s Vehicle Fleet, for clarity if the number of vehicles that a bidder entered here was 7, but when the Contract started due to volume and the time taken for example to load means that 8 vehicles are required to fulfill the service requirements will the Authority confirm that the Vehicle Fee (VF) for the 8th vehicle would be paid? | Section 6 – Pricing Schedule FINAL Bulk Waste Haulage Contract 2018 REV 2 | The Authority would hold the Bidder to the number of vehicles in their tender submission. Should any additional vehicles be required above the Bidders original submission, where in the Authority's view nothing fundamental has changed in the service, then the Bidder would be unable to claim for the additional vehicle(s). |
| Q36. The specification of the tractor units and trailers are fundamental to ensuring that manoeuvrability is achieved at the EFW and payload is achieved in accordance with the requirements of the Contract. With reference to the Authority’s previous answers relating to scheduled shutdowns at the EFW, would the Authority give assurances that the current arrangements will be replicated? | Table 7.7.1 (Schedule 1)  FINAL Bulk Waste Haulage Contract 2018 REV 2 | The Authority's previous answer still stands, however should the EfW become unusable due to an unplanned outage etc, the Authority shall direct the Contractor to other Final Disposal Points in accordance with B4 "Representatives" from General Provisions Section 12 Terms and Conditions and paragraph 1.6.3 of Schedule 1 Clients Requirements from Section 12 Terms and Conditions of the ITT as soon as is feasibly possibly. |
| Q37. Thank you for your response in Question 33 of the Bulk Haulage of Waste Overall Responses to Clarifications V3 19.09.2017 we understand how the points will be allocated to each bidder but what is not clear is how the Authority will calculate the price to be evaluated. Will the Authority calculate the prices for evaluation as follows for example:  ((Vehicle Fee x Number of Service Days x Number of Vehicles in the Suppliers Fleet) + (Mileage Rate x Total Annual Loaded Mileage)) = Price to be evaluated.  As an illustration (figures are purely for the example):  ((£100 x 260 x 7) + (£0.10 x 100,000)) = £192,000. So price to be evaluated for this bidder would be £192,000.  If this is the case would the authority confirm the figures to be used for the number of service days and the total loaded mileage to be used to calculate the price for evaluation. | Clause 5.10 and 5.14 of Section 1 Information for Bidders FINAL Bulk Waste Haulage Contract 2018 | Please see new Schedule 11 "Explanation of Cost Evaluation" in Section 12 Terms and Conditions of Contract of FINAL Bulk Waste Haulage Contract 2018 REV 3. Clarity has been given to the evaluation on Price with Service days and Loaded mileage added. Please note the Service days and Loaded mileage figures are solely to be used for Evaluation purposes. |
| Q38. Please can you confirm how many full service days and part service days will be contracted per annum | Section 12 Terms and Conditions of Contract FINAL Bulk Waste Haulage Contract 2018 REV 2 | "Service Day" is defined by Section 12 – Terms and Conditions of Contract.  Please see paragraphs 12 & 13 Schedule 1 (Client's Requirements) and paragraphs 3 & 4 Schedule 2 (Payment Mechanism), these cover the Authorities position on full and part Service Days. |
| Q39. When an occasional Saturday is worked is this classed as a service day and is VF chargeable | Paragraph 12.3 and 12.4 (Schedule 1)  FINAL Bulk Waste Haulage Contract 2018 REV 2 | Due to the infrequency of the requirement to work on Saturdays The Authority will pay the bidder the cost of the "Vehicle Fee" and "Mileage Rate" as per their tendered price submission when operating on a non – service day (as "Service Day" is defined by Section 12 – Terms and Conditions of Contract). |
| Q40. The current drafting of Clause H3.1 specifically states that “The Client shall have the right to terminate this Contract at any time by giving three (3) Months’ written notice to the Supplier” essentially making this a 3 Month Contract as the right to terminate is irrespective of the Supplier’s ability to deliver the Contract. We believe that there must be a cause element to the Clause for the Authority to terminate and as such provide the suggested drafting below;  “H3.1 The Client shall have the right to terminate this contract at any time by giving three (3) Months’ written notice to the Supplier if:  (a) the Client suffers serious reputational damage as a direct result of the Supplier’s wilful neglect whist providing the Services; and  (b) the Supplier is unable to take any reasonable action to restore the Client’s reputation within 48 hours of being made aware of such serious reputational damage.”  For the purposes of this clause “serious reputational damage” shall mean reputational damage so severe it adversely affects the attitudes of residents in Lincolnshire towards the Client and causes the Client serious financial loss.”  Could the Authority please confirm agreement to the amendment as drafted? | Clause H3.1 Section 12 Terms and Conditions of Contract FINAL Bulk Waste Haulage Contract 2018 REV 2 | The Authority does not see the requirement to amend the terms and conditions |
| TA3 Tender Amendment 3 | FINAL Bulk Waste Haulage Contract 2018 REV3 | Bidders are to note that a re-issue of FINAL Bulk Waste Haulage Contract 2018 REV3 has been made. New bidder query date now closes on the 4th October 2017, ITT submission deadline is now 11thOctober 2017. Additional "Schedule 11 Explanation of Cost Evaluation" has now been included. |
| Q41  • We note that there is no limit of the Supplier’s liability (Clause G) and therefore request that the council approve the following revised clause G1.2:  “G1.2 Subject to clause G1.1, the Supplier’s total liability to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Contract shall be limited to 50% of the average annual Service Charges (calculated by reference to the charges in successive 12 month periods from the date of this Contract paid by the Client under this Contract).”  • We request that clause F3.16 is amended as shown in italics below:  “F3.16 To the extent that the change in Law was reasonably foreseeable at the Commencement Date and the effect of such change in Law was sufficiently clear in the reasonable opinion of the Supplier for the Supplier to price the risk of such change in Law within its tender for the Services the cost of such Change shall be taken to be included in the Vehicle Fee and Mileage Rate and no adjustment to either the Vehicle Fee or the Mileage Rate shall be made by reason of the implementation of the Change.”  • We request that a standard force majeure clause can be included in the contract, as is usual for such contract, and propose the following wording be inserted into the currently not used clause F7:  “F7. Force Majeure  F7.1 Force Majeure Event means any circumstance not within the Supplier’s reasonable control including, without limitation:  a) acts of God, flood, fire, earthquake or natural disaster;  b) epidemic or pandemic;  c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;  d) nuclear, chemical or biological contamination or sonic boom;  e) collapse of buildings, explosion or accident;  f) any labour or trade dispute, strikes, industrial action or lockouts;  g) non-performance by suppliers or subcontractors (other than by companies in the same group as the Supplier);  h) interruption or failure of utility service.  F7.2 Provided it has complied with clause F7.3, if the Supplier is prevented, hindered or delayed in or from performing any of its obligations under this Contract by a Force Majeure Event, the Supplier shall not be in breach of this Contract or otherwise liable for any such failure or delay in performance of such obligations (including for the avoidance of doubt Performance Deductions). The time for performance of such obligations shall be extended accordingly.  F7.3 The Supplier shall as soon as reasonably practicable after the start of the Force Majeure Event notify the Client in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Contract and use reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations." |  | The Authority does not see the requirement to amend the terms and conditions. |
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