



8.	<p><b>Part Three</b> – Completed Method Statements (Section 5)</p> <p><i>Uploaded via etenderwales</i></p>	
9.	<p><b>Part Three</b> – Clean and delta view copies of the marked up Authority's Requirements and Performance Measurement Framework (Appendix 6, Part 1 and 2).</p> <p><i>Uploaded via etenderwales</i></p>	
10.	<p><b>Part Three</b> – All completed technical proformas (Appendix 13) including a completed WRATE model following the WRATE Instructions.</p> <p><i>Uploaded via etenderwales</i></p>	
11.	<p><b>Part Three</b> – Completed Bid Back Form 1: Diversion Performance (Appendix 4 of ISFT).</p> <p><i>Uploaded via etenderwales</i></p>	
12.	<p><b>Part Three</b> – Completed Independent Technical Due Diligence Report.</p> <p><i>Uploaded via etenderwales</i></p>	
13.	<p><b>Part Four</b> – Completed Participant Insurance Response Matrices (Appendix 15). (F21 as set out within this ISFT and Associated Documentation).</p> <p><i>Uploaded via etenderwales</i></p>	
14.	<p><b>Part Five</b> – Written confirmation from the Participant that the Draft Final Tender submission represents the views of all members of the Participant's Team including letters of support from each Sub-Contractor and each funder (in the case of a corporately funded Solution, the shareholders within the Participant's group providing the funding). The letters of support should confirm that they have satisfied themselves of the risk and liabilities to be assumed under the relevant sub-contract/contract.</p> <p><i>Uploaded via etenderwales</i></p>	
15.	<p><b>Part Five</b> – Mark-up of the Project Agreement and the legal Schedules and completed Commentary Table showing any changes made to the ISFT version of the Project Agreement (please refer to section 7 for further details).</p> <p><i>Uploaded via etenderwales</i></p>	

16.	<p><b>Part Five</b> – Agreed form of Sub-Contracts and Off-Take Contracts for each of the proposed sub contracting / off-take arrangements in respect of the carrying out the Works and the Services under the Project Agreement.</p> <p><i>Uploaded via etenderwales</i></p>	
16.	<p><b>Part Five</b> – Organisational chart illustrating the relationship between the Participant and each Sub-Contractor / Off-take contractor.</p> <p><i>Uploaded via etenderwales</i></p>	
17.	<p><b>Part Five</b> – Participants are also required to provide details in a letter from the Contractor's guarantor company, signed by the Board, confirming its corporate authority to enter into and agreement to the form of Parent Company Guarantee to be provided directly to the Partnership to guarantee the performance and liabilities of the Contractor under the Contract. Equivalent letters of support shall also be required in respect of any parent company guarantees to be provided by any Sub-Contractors.</p> <p><i>Uploaded via etenderwales</i></p>	
18.	<p><b>Part Five</b> - In the case of a non-UK guarantor, the Partnership will also require a legal opinion from a registered law firm of the relevant jurisdiction confirming the guarantor's powers to enter into and the general enforceability of the Parent Company Guarantee.</p> <p><i>Uploaded via etenderwales</i></p>	



**APPENDIX 2 - ANTI-COLLUSION CERTIFICATE**

**ANTI-COLLUSION CERTIFICATE TO  
PROSIECT GWYRDD'S RESIDUAL WASTE TREATMENT FACILITY  
AT THE ISFT STAGE**

Ref: App 2 - Anti Collusion Certificate - ISFT20.12.11	Issue: Published	20.12.2011	Process Owner: M.Williams	Authorisation: Project Board	Page 1 of 3
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## TO COUNTY COUNCIL OF THE CITY AND COUNTY OF CARDIFF

### FROM PARTICIPANT [ ]

The essence of the public procurement process is that the Partnership shall receive bona fide competitive tenders from all Participants. In recognition of this principle we hereby certify that all of the submissions we shall make during the Competitive Dialogue Procedure will be bona fide Solution(s), intended to be competitive, and that we have not fixed or adjusted the nature and/or cost of the Solution(s) or the rates or prices quoted by or under or in accordance with any agreement or arrangement with any other Participant (other than a member of our own consortium). We have not and insofar as we are aware neither has any Participant Party:-

1. Entered into any agreement with any other person with the aim of preventing Solution(s) being made or as to the fixing or adjusting of the nature and/or cost of any Solution(s) or the conditions on which any Solution(s) is made; or
2. Informed any other person, other than the person calling for this Solution(s), of the nature and/or cost or the approximate nature and/or cost of the Solution(s), except where the disclosure, in confidence, of the amount of the Solution(s) was necessary to obtain quotations necessary for the preparation of the Solution(s) for insurance, for performance bonds and/or parent company guarantee, contract guarantee bonds or for professional advice required for the preparation of the Solution(s); or
3. Caused or induced any person to enter into such an agreement as is mentioned in paragraphs 1 and 2 above or to inform us of the nature and/or cost or the approximate nature and/or cost of any rival Solution(s) for the Project; or
4. Committed any offence under the Prevention of Corruption Acts 1889 to 1916 nor under Section 117 of the Local Government Act 1972; or
5. Offered or agreed to pay or give any sum of money, inducement 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 Solution(s) or proposed Solution(s) for the Project any act or omission; or

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6. Canvassed any other persons referred to in paragraph 1 above in connection with the Project; or
7. Contacted any officer of the Partnership about any aspect of the Project including (but without limitation) for the purposes of discussing the possible transfer to the employment of the Participant of such officer for the purpose of the Project or for soliciting information in connection with the Project.
8. We also undertake that we shall not procure the doing of any of the acts mentioned in paragraphs 1 to 7 above for the duration of the Competitive Dialogue Procedure nor (in the event of the Solution(s) being accepted) shall we do so while the resulting Project continues in force between us (or our successors in title) and the Partnership.

In this Certificate, the word "**person**" includes any person, body or association, corporate or incorporate and "**agreement**" includes any arrangement whether formal or informal and whether legally binding or not.

In this Certificate, "**Participant Party**" means any employee, consultant, insurer, adviser, agent, officer or subcontractor (of any tier) of the Participant.

Please see section 3.6 of this ISFT for further information in relation to the signature requirements of the Certificate.

Signed:-

Signed:-

For and on behalf of:-

For and on behalf of:-

Dated:-

Dated:-

Signed:-

Signed:-

For and on behalf of:-

For and on behalf of:-

Dated:-

Dated:-

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**APPENDIX 3 -**

**PROSIECT GWYRDD'S**

**RESIDUAL WASTE TREATMENT PROJECT - ISFT STAGE**

**PARTICIPANT COMMENTARY TABLE**

The content of Appendix 3 contains information which is exempt from publication under paragraphs 14 (information relating to financial or business affairs) and 21 (public interest test) of Schedule 12 A part 4 of the Local Government Act 1972.

It is viewed in the public interest to treat this Section as exempt from publication. Put simply, the rationale for this is that the information relates to commercial positions of third parties and if such information was released it would adversely affect the authority's ability to obtain best value in future procurements i.e. third parties would be discouraged from providing confidential information to public authorities if such information was to be released and participant's commercial bargaining position.

Therefore on balance, it is submitted that the public interest in maintaining exemption outweighs the public interest in disclosure.

Ref: App 3 - Participant Comm Table - ISFT0.12.11	Issue: Published	20.12.2011	Process Owner: M.Williams	Authorisation:	Page 1 of 1
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Technical Notes

BID FORM 1: DIVERSION PERFORMANCE

Year ended March	CONTRACT WASTE DIVERSION & RECYCLING PERFORMANCE																Program BMM Waste	PartnerShip BMM to Landfill (% of the BMM received)	Contractor's Guaranteed BMM Diversion Target (% of the BMM received)	Contractor's Guaranteed BMM to Landfill	Contractor's Forecast BMM Diversion Target (% of the BMM received)	Contractor's Forecast BMM to Landfill	Contractor's Guaranteed BMM to Landfill Target	Contractor's Forecast BMM to Landfill Target	Contractor's Forecast BMM to Landfill Target	Contractor's Forecast BMM to Landfill Target				
	PartnerShip Program Waste Tonnage	PartnerShip Maximum Allowable Waste to Landfill (% of Contract Waste)	Contractor's Guaranteed Maximum Tonnage of Contract Waste to Landfill	Contractor's Forecast % of Contract Waste to Landfill	Contractor's Forecast Tonnage of Contract Waste to Landfill	The Contractor's Guaranteed Maximum Unprocessed Landfill target (% of Contract waste)	The Contractor's Guaranteed Maximum Unprocessed Landfill target (Tonnage)	The Contractor's Forecast Maximum Unprocessed Landfill target (Tonnage)	The Contractor's Guaranteed Recycling Percentage Target (% of BA Produced)	The Contractor's Forecast Recycling Percentage Target (Based on Guaranteed BA)	The Contractor's Forecast BA Recycling Percentage Target (% of BA Produced)	PartnerShip Rate for Contract Waste BMM based on all facility waste	Contractor's Guaranteed Recycling Rate for Contract Waste BMM (Based on All Waste Facility Outputs For Disposal - For Disposal purposes)	Contractor's Forecast Recycling Rate for Contract Waste BMM (Based on All Waste Facility Outputs For Disposal - For Disposal purposes)	Contractor's Forecast Recycling Rate for Contract Waste BMM (Based on All Waste Facility Outputs For Disposal - For Disposal purposes)	Contractor's Forecast Recycling Rate for Contract Waste BMM (Based on All Waste Facility Outputs For Disposal - For Disposal purposes)														
2014	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	
2015	170,000	1%	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1
2016	170,000	1%	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1
2017	170,000	1%	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1
2018	170,000	1%	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1
2019	170,000	1%	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1
2020	170,000	1%	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1
2021	170,000	1%	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1
2022	170,000	1%	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1
2023	170,000	1%	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1
2024	170,000	1%	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1
2025	170,000	1%	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1
2026	170,000	1%	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1
2027	170,000	1%	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1
2028	170,000	1%	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1
2029	170,000	1%	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1
2030	170,000	1%	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1
2031	170,000	1%	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1
2032	170,000	1%	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1
2033	170,000	1%	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1
2034	170,000	1%	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1
2035	170,000	1%	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1
2036	170,000	1%	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1
2037	170,000	1%	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1
2038	170,000	1%	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1
2039	170,000	1%	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1
2040	170,000	1%	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1
2041	170,000	1%	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1
2042	170,000	1%	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1	1.1%	1.1

**Notes:**  
 The bid items should be completed with reference to the GDTT Instructions to Bidders, including the Price Instructions and the Payment Mechanism.  
 Bidder to complete C, D, E, F, G, H, I, K, L, M, N, O, R, S, V, W, X, Y, Z, AA, AB, AC.



**PROSIECT GWYRDD**  
**PRICE PRO-FORMA**  
**INSTRUCTIONS TO PARTICIPANTS**

Please complete the attached Price Pro-forma and return to the Partnership as part of the ISFT submission.

Only enter data in the cells shaded 'yellow' and do not alter any formulas or insert any rows or columns.

If the Participant wishes to provide any additional information this should be done so through responses to specific questions included in the ISDS submission.

**Tonnage of treatable waste (per reference project)**

The tonnages to be used for modelling purposes are the tonnages of Contract Waste per ISFT Technical Assumptions.

**Waste Tonnage to Landfill**

Tonnage of active Unprocessed Contract Waste to Landfill should be entered in Row 25.

**Interim Services**

If Interim Services are proposed on a Value for Money basis, the total nominal Interim Services should be inputted in row 42

**Commissioning Payments**

The total nominal Commissioning Payments should be inputted in row 46 - these should be linked to the ISFT Financial Model submitted by the Participant

**Unitary Charge**

The Unitary Charge should be provided as a 'real' figure price based **as at April 2012** as per the Financial modelling instructions in Appendix 9.

The Participant should set out in row 20 the total annual nominal Unitary Charge payments projected from their ISDS Financial Model

**NNDR**

The ISDS financial model's projected "Pass Through" nominal NNDR payments calculated in accordance with the instructions in Appendix 9 should be input into row 63

**Tonnage of Contract Waste not used for Commissioning and sent to Landfill - Commissioning period only**

The tonnage of Contract Waste not required for Commissioning out of the 102,091 (cell F21) available over the 7 month period to 31st of March 2016 should be input in cell F67

**Other Costs**

Landfill tax and gate fee rates have been provided and must not be altered.

**PROSIECT GWYRDD**

Authorities' Inputs  
Participant's Inputs

Participant's Name

**PRICE & TONNAGE PRO-FORMA**

NPV Base Date   
Expected Full Service Commencement date   
Years to Contract Start

Period no.	TOTAL	Commissioning period																							
		April 2015 March 2016 0	April 2016 March 2017 1	April 2017 March 2018 2	April 2018 March 2019 3	April 2019 March 2020 4	April 2020 March 2021 5	April 2021 March 2022 6	April 2022 March 2023 7	April 2023 March 2024 8	April 2024 March 2025 9	April 2025 March 2026 10	April 2026 March 2027 11	April 2027 March 2028 12	April 2028 March 2029 13	April 2029 March 2030 14	April 2030 March 2031 15	April 2031 March 2032 16	April 2032 March 2033 17	April 2033 March 2034 18	April 2034 March 2035 19	April 2035 March 2036 20	April 2036 March 2037 21	April 2037 March 2038 22	April 2038 March 2039 23
<b>TONNAGE DATA</b>																									
Tonnage of Contract Waste	4,860,187	102,277	175,575	176,168	176,765	177,361	175,820	174,212	171,702	169,922	168,215	169,211	170,168	171,109	172,033	172,940	173,833	174,712	175,692	176,671	177,672	178,678	179,691	180,710	181,735
Tonnage of Unprocessed Contract Waste to Landfill (active) not used	0	0																							
<b>Total Tonnage to Landfill</b>	<b>0</b>	<b>0</b>																							
<b>Landfill Tax</b>	<b>113.56</b>	82.00	84.05	86.15	88.31	90.51	92.78	95.09	97.47	99.91	102.41	104.97	107.59	110.28	113.04	115.86	118.76	121.73	124.77	127.89	131.09	134.37	137.73	141.17	144.70
Active Waste	4.02	2.90	2.97	3.05	3.12	3.20	3.28	3.36	3.45	3.53	3.62	3.71	3.80	3.90	4.00	4.10	4.20	4.30	4.41	4.52	4.63	4.75	4.87	4.99	5.12
<b>Landfill Gate Fee</b>	<b>69.25</b>	50.00	51.25	52.53	53.84	55.19	56.57	57.98	59.43	60.92	62.44	64.00	65.60	67.24	68.93	70.65	72.41	74.23	76.08	77.98	79.93	81.93	83.98	86.08	88.23
Active Waste																									
<b>INTERIM SERVICES PAYMENTS</b>																									
Interim Services Payments	0	0																							
<b>COMMISSIONING PAYMENTS</b>																									
Commissioning Payments	0	0																							
<b>UNITARY CHARGE AND LANDFILL PAYMENT</b>																									
<b>Nominal Unitary Charge</b>																									
Landfill Payment	0	0																							
Landfill Tax	0	0																							
Landfill Gate Fee	0	0																							
<b>Total Landfill Payment</b>	<b>0</b>	<b>0</b>																							
<b>NDR</b>																									
NDR	0	0																							
<b>Price = Total Interim Services + Commissioning Payments + Unitary Charge + Landfill Payment + NDR</b>	<b>0</b>	<b>0</b>																							
Tonnage of Contract Waste not used for Commissioning and sent to Landfill - Commissioning period only	0	0																							
<b>Whole System Cost - Partnership Landfill Cost for waste not used for Commissioning</b>	<b>0</b>	<b>0</b>																							
<b>NET PRESENT VALUE as at 01-April-2015 @ 6.0875%</b>																									
TOTAL	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	
Real Discount Rate	3.5000%	1.000	1.035	1.071	1.109	1.148	1.188	1.229	1.272	1.317	1.363	1.411	1.460	1.511	1.564	1.619	1.675	1.734	1.795	1.857	1.923	1.990	2.059	2.132	2.206
Rate of Inflation	2.5000%	1.000	1.025	1.051	1.077	1.104	1.131	1.160	1.189	1.218	1.249	1.280	1.312	1.345	1.379	1.413	1.448	1.485	1.522	1.560	1.599	1.639	1.680	1.722	1.765
Nominal Discount Rate / Factor	6.0875%	1.000	1.061	1.125	1.194	1.267	1.344	1.426	1.512	1.604	1.702	1.806	1.916	2.032	2.156	2.287	2.426	2.574	2.731	2.897	3.073	3.261	3.459	3.670	3.893
<b>Interim Services</b>	<b>0</b>	<b>0</b>																							
<b>Commissioning Payments</b>	<b>0</b>	<b>0</b>																							
<b>Unitary Charge</b>	<b>0</b>	<b>0</b>																							
<b>Landfill Payment</b>	<b>0</b>	<b>0</b>																							
Landfill Tax	0	0																							
Landfill Gate Fee	0	0																							
<b>Total Landfill Payment</b>	<b>0</b>	<b>0</b>																							
<b>NDR</b>																									
NDR	0	0																							
<b>Price = Total Interim Services + Commissioning Payments + Unitary Charge + Landfill Payment + NDR</b>	<b>0</b>	<b>0</b>																							

**WAG revenue contribution calculation sheet**

WPPO Funding Requirement	£0		
First payment year	2016	<b>ANNUITY</b>	£0
Starting Month	April	<b>YEAR 1</b>	£0
Contract end year	2041		
Contract end month	March		
Interest rate	5.5%		
Scaling Factor	100.0%		

LOOKUP TABLE					
Lookup number 1		April	1	0.958	0.292
	1.000	August	2	0.625	0.625
Annuity period start		December	3	0.292	0.958
	0.292	February	4	0.125	0.125
Start month factor		January	5	0.208	0.042
	0.958	July	6	0.708	0.542
Lookup number 2		June	7	0.792	0.458
	8.000	March	8	0.042	0.208
Annuity period end		May	9	0.875	0.375
	0.208	November	10	0.375	0.875
End month factor		October	11	0.458	0.792
	0.958	September	12	0.542	0.708

**WPPO Residual Contribution Calculator**

Length of annuity payments	24.916
Annual annuity	£0
First financial year	2016
Last financial year	2040

Year	Financial Year	Contribution	Cumulative contribution
2016	1 2016- 2017	£0	£0
2017	2 2017- 2018	£0	£0
2018	3 2018- 2019	£0	£0
2019	4 2019- 2020	£0	£0
2020	5 2020- 2021	£0	£0
2021	6 2021- 2022	£0	£0
2022	7 2022- 2023	£0	£0
2023	8 2023- 2024	£0	£0
2024	9 2024- 2025	£0	£0
2025	10 2025- 2026	£0	£0
2026	11 2026- 2027	£0	£0
2027	12 2027- 2028	£0	£0
2028	13 2028- 2029	£0	£0
2029	14 2029- 2030	£0	£0
2030	15 2030- 2031	£0	£0
2031	16 2031- 2032	£0	£0
2032	17 2032- 2033	£0	£0
2033	18 2033- 2034	£0	£0
2034	19 2034- 2035	£0	£0
2035	20 2035- 2036	£0	£0
2036	21 2036- 2037	£0	£0
2037	22 2037- 2038	£0	£0
2038	23 2038- 2039	£0	£0
2039	24 2039- 2040	£0	£0
2040	25 2040- 2041	£0	£0
2041	26 2041- 2042	£0	£0
2042	27 2042- 2043	£0	£0
2043	28 2043- 2044	£0	£0
2044	29 2044- 2045	£0	£0
2045	30 2045- 2046	£0	£0
2046	31 2046- 2047	£0	£0
2047	32 2047- 2048	£0	£0
2048	33 2048- 2049	£0	£0
2049	34 2049- 2050	£0	£0
2050	35 2050- 2051	£0	£0
2051	36 2051- 2052	£0	£0
2052	37 2052- 2053	£0	£0
2053	38 2053- 2054	£0	£0
2054	39 2054- 2055	£0	£0
2055	40 2055- 2056	£0	£0

**TOTAL** £0

**CHECK** £0

**IMPORTANT - INSTRUCTIONS FOR PARTICIPANTS**

This pro forma is used to work out a Solution's "Whole System Cost" transportation cost adjustment  
 Please insert the postcode of the delivery point where waste is to be transported by each authority in cells C15 to C19  
 Please insert the address/location of the delivery point where waste is to be transported by each authority in cells D15 to D19  
 Please insert the distance in miles, fastest route, between the WTS and the deliver points specified in cells E15 to E19  
 Please enter the commissioning tonnage processed per partner in cells M29, M36, M43, M50 & M57.  
 Please note the total tonnage of Contract Waste transported during the Commissioning Period should be equal to the total tonnage available during the Commissioning Period (102,091 tonnes) less tonnage of unprocessed waste sent to landfill in cell F26 in the "Price Pro Forma" sheet

**Proforma - Transportation Cost Analysis**

	From	To	Location	Miles
Caerphilly	NP11 7BD			
Cardiff	CF3 2HP			
Monmouthshire	NP15 1AB			
Newport	NP20 2NS			
Vale	CF63 4RU			

	Contract Year	April 2015	April 2016	April 2017	April 2018	April 2019	April 2020	April 2021	April 2022	April 2023	April 2024	April 2025	April 2026	April 2027	April 2028	April 2029	April 2030	April 2031	April 2032	April 2033	April 2034	April 2035	April 2036	April 2037	April 2038	April 2039	April 2040
		March 2016	March 2017	March 2018	March 2019	March 2020	March 2021	March 2022	March 2023	March 2024	March 2025	March 2026	March 2027	March 2028	March 2029	March 2030	March 2031	March 2032	March 2033	March 2034	March 2035	March 2036	March 2037	March 2038	March 2039	March 2040	March 2041
Nominal Discount Rate / Factor		1.43	1.51	1.60	1.70	1.81	1.92	2.03	2.16	2.29	2.43	2.57	2.73	2.90	3.07	3.26	3.46	3.67	3.89	4.13	4.38	4.65	4.93	5.23	5.55	5.89	6.25
Pence per tonne mile indexation assumption		0.41	0.42	0.44	0.46	0.48	0.51	0.53	0.55	0.58	0.60	0.63	0.66	0.69	0.72	0.75	0.78	0.82	0.86	0.90	0.94	0.98	1.02	1.07	1.12	1.17	1.22
<b>Caerphilly</b>		100%																									
Tonnage being transported	808,363	18,394	31,231	31,269	31,307	31,345	31,382	31,402	31,422	31,441	31,461	31,513	31,542	31,571	31,600	31,629	31,658	31,688	31,717	31,746	31,775	31,805	31,834	31,863	31,893	31,922	31,952
Price per tonne mile		0.41	0.42	0.44	0.46	0.48	0.51	0.53	0.55	0.58	0.60	0.63	0.66	0.69	0.72	0.75	0.78	0.82	0.86	0.90	0.94	0.98	1.02	1.07	1.12	1.17	1.22
Price per tonne		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Nominal Cost		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total NPV Transport Cost to Optional Site		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Cardiff</b>		100%																									
Tonnage being transported	1,885,412	42,414	73,026	73,347	73,670	73,990	73,217	72,351	70,631	69,616	69,234	69,881	70,521	71,153	71,777	72,394	73,004	73,609	74,242	74,880	75,522	76,171	76,824	77,483	78,147	78,816	79,491
Price per tonne mile		0.41	0.42	0.44	0.46	0.48	0.51	0.53	0.55	0.58	0.60	0.63	0.66	0.69	0.72	0.75	0.78	0.82	0.86	0.90	0.94	0.98	1.02	1.07	1.12	1.17	1.22
Price per tonne		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Nominal Cost		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total NPV Transport Cost to Optional Site		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Monmouthshire</b>		100%																									
Tonnage being transported	456,138	10,477	18,106	18,252	18,397	18,543	18,313	18,077	17,756	17,431	17,102	17,154	17,205	17,254	17,302	17,349	17,395	17,439	17,565	17,690	17,815	17,940	18,065	18,190	18,316	18,441	18,566
Price per tonne mile		0.41	0.42	0.44	0.46	0.48	0.51	0.53	0.55	0.58	0.60	0.63	0.66	0.69	0.72	0.75	0.78	0.82	0.86	0.90	0.94	0.98	1.02	1.07	1.12	1.17	1.22
Price per tonne		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Nominal Cost		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total NPV Transport Cost to Optional Site		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Newport</b>		100%																									
Tonnage being transported	697,502	16,771	28,667	28,586	28,506	28,426	27,999	27,564	27,121	26,671	26,173	26,275	26,373	26,469	26,560	26,649	26,735	26,819	26,901	26,981	27,066	27,151	27,236	27,322	27,408	27,494	27,581
Price per tonne mile		0.41	0.42	0.44	0.46	0.48	0.51	0.53	0.55	0.58	0.60	0.63	0.66	0.69	0.72	0.75	0.78	0.82	0.86	0.90	0.94	0.98	1.02	1.07	1.12	1.17	1.22
Price per tonne		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Nominal Cost		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total NPV Transport Cost to Optional Site		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Vale of Glamorgan</b>		100%																									
Tonnage being transported	642,028	14,220	24,545	24,714	24,885	25,057	24,909	24,818	24,773	24,763	24,245	24,388	24,528	24,663	24,793	24,919	25,041	25,157	25,269	25,376	25,494	25,612	25,731	25,851	25,972	26,092	26,214
Price per tonne mile		0.41	0.42	0.44	0.46	0.48	0.51	0.53	0.55	0.58	0.60	0.63	0.66	0.69	0.72	0.75	0.78	0.82	0.86	0.90	0.94	0.98	1.02	1.07	1.12	1.17	1.22
Price per tonne		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Nominal Cost		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total NPV Transport Cost to Optional Site		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Total Partnership</b>																											
Tonnage being transported	4,489,442	102,277	175,575	176,168	176,765	177,361	175,820	174,212	171,702	169,922	168,215	169,211	170,168	171,109	172,033	172,940	173,833	174,712	175,692	176,671	177,672	178,678	179,691	180,710	181,735	182,766	183,803
Total Nominal Cost		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total NPV Transport Cost to Optional Site		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

**Cost Proforma - 1A**  
**Proforma - Summary Analysis of Facility Specific Capital Costs (Nominal)**

**IMPORTANT - INSTRUCTIONS FOR PARTICIPANTS**

Participants must ensure that the Proforma information provided reconciles to the financial model  
 Where a breakdown of cost items is provided within the proforma the summary total must reconcile to the information within the financial model  
 • Rows 14 and 15 shall be completed once for the total proposed solution  
 • Rows 23 to 45 shall be completed for each individual waste treatment facility in the Participants proposed solution  
 • Rows 57 to 63 shall be completed once for all facilities included in the Participants proposed solution

**Proforma - Summary Analysis of Facility Specific Capital Costs (Nominal)**

			Please insert relevant Date																															
Start of Construction			Please insert relevant Date																															
End of Construction			Please insert relevant Date																															
Period Start Date	Note	Total	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	2032-33	2033-34	2034-35	2035-36	2036-37	2037-38	2038-39	2038-40	2038-41			
		£000s	£000s	£000s	£000s	£000s	£000s	£000s	£000s	£000s	£000s	£000s	£000s	£000s	£000s	£000s	£000s	£000s	£000s	£000s	£000s	£000s	£000s	£000s	£000s	£000s	£000s	£000s	£000s	£000s				
<b>PROJECT COSTS (Total for all Facilities)</b>																																		
Mobilisation Costs		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Bid Development Costs		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
<b>TO BE COMPLETED FOR EACH FACILITY ( EG MRF EFW WTS AD IVC)</b>																																		
Refurbishment (identify what work is undertake and where)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Land (land cost specific to this facility and use)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Civil engineering		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Contaminated land treatment		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Earthworks		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ground improvement and special foundations		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sub structure excluding special foundations		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Buildings and superstructure		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Service Connections and Utilities (excluding gas main relocation, including any offsite work - identify e.g. grid connection)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Pipework ductwork (specific to this facility and not shared)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Mechanical engineering		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Process plant		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Materials handling plant		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Equipment (mobile)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Electrical and instrumentation		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Preliminaries (identify what this item includes)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Building regulation and planning fees		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Construction Insurance		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Non Works costs (identify)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Contingencies		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Professional fees (identify profession)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Professional #1		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Professional #2		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Professional #3		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Performance Bond		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Statutory charges [Participant to specify]		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Total</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	

Typical unit costs used above	Unit	Cost
Bulk earthworks	M3	
Aggregates	M3	
Concrete Reinforced	M3	
Steel reinforcing	tonne	
Steel structural	tonne	
Fuels	litre	
Labour	day	

**Cost Proforma - 1B**  
 Summary Analysis of Non-Facility Specific Capital Costs (Nominal)

**IMPORTANT - INSTRUCTIONS FOR PARTICIPANTS**

Participants must ensure that the Proforma information provided reconciles to the financial model  
 Where a breakdown of cost items is provided within the proforma the summary total must reconcile to the information within the financial model  
 • Rows 15 to 42 shall be completed for each site in the Participants proposed solution  
 • Rows 43 to 54 shall be completed once for all the sites included in the Participants proposed solution

**Proforma - Summary Analysis of Non-Facility Specific Capital Costs (Nominal)**

			Please Insert relevant Date																													
Start of Construction																																
End of Construction																																
Period Start Date	Note	Total																														
		E000s																														
		E000s	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	2032-33	2033-34	2034-35	2035-36	2036-37	2037-38	2038-39	2039-40	2038-41	
<b>TO BE COMPLETED FOR SHARED WORKS PROVIDE ONE TABLE FOR EACH SITE (ie works that are common for all facilities on a particular site)</b>																																
Refurbishment (Identify what work is undertaken and where)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Land ( land cost specific to shared facilities)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Civil engineering		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Contaminated land treatment		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Earthworks		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Ground improvement		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Drainage and ductwork		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Roads and Pavings		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Buildings and superstructure		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Landscaping and boundary treatments including fencing		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Security installations, signs and lighting		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Service Connections and Utilities (including any offsite work - identify)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Plant		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Fixed plant including weighbridges		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Mobile Plant		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Preliminaries		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Building regulation and planning fees		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Non Works costs (Identify)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Contingencies		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Professional fees (Identify profession)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Professional #1		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Professional #2		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Professional #3		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Performance Bond		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Statutory charges (Participant to specify)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
<b>Total</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>		

Typical unit costs used above	Unit	Cost
Bulk earthworks	M3	
Aggregates	M3	
Concrete Reinforced	M3	
Sheet piling	tonne	
Steel structural	tonne	
Fuels	litre	
Labour	day	

**Cost Proforma - 1C**  
**Proforma - Summary Analysis of Lifecycle Maintenance Costs (Nominal)**

**IMPORTANT - INSTRUCTIONS FOR PARTICIPANTS**

Participants must ensure that the Proforma information provided reconciles to the financial model

Where a breakdown of cost items is provided within the proforma the summary total must reconcile to the information within the financial model

Rows 14 to 27 shall be completed for each individual waste treatment facility in the Participants proposed solution

**Proforma - Summary Analysis of Lifecycle Maintenance Costs (Nominal)**

Start of Operations  Please insert relevant Date  
 End of Operations  Please insert relevant Date

Period Start Date	Note	Total	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	2032-33	2033-34	2034-35	2035-36	2036-37	2037-38	2038-39	2038-40	2038-41
		£000s	£000s	£000s	£000s	£000s	£000s	£000s	£000s	£000s	£000s	£000s	£000s	£000s	£000s	£000s	£000s	£000s	£000s	£000s	£000s	£000s	£000s	£000s	£000s	£000s	£000s	£000s	£000s	£000s	
<b>TO BE COMPLETED FOR EACH FACILITY:</b>		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
(Participant to specify)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
(Participant to specify)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
(Participant to specify)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
(Participant to specify)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
(Participant to specify)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
(Participant to specify)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
(Participant to specify)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
(Participant to specify)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
(Participant to specify)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
(Participant to specify)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
(Participant to specify)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
(Participant to specify)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
(Participant to specify)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
(Participant to specify)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
(Participant to specify)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
(Participant to specify)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
(Participant to specify)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
(Participant to specify)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
(Participant to specify)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
(Participant to specify)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
(Participant to specify)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
<b>Total Lifecycle Costs</b>		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	

**Cost Proforma - 1D**  
 Summary Analysis of Specific Operational Costs (Nominal)

**IMPORTANT - INSTRUCTIONS FOR PARTICIPANTS**

Participants must ensure that the Proforma information provided reconciles to the financial model

Where a breakdown of cost items is provided within the proforma the summary total must reconcile to the information within the financial model

Rows 14 to 29 shall be completed for each individual waste treatment facility in the Participants proposed solution

**Proforma - Summary Analysis of Specific Operational Costs (Nominal)**

Start of Operations		Please insert relevant Date																													
End of Operations		Please insert relevant Date																													
Period Start Date	Note	Total	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	2032-33	2033-34	2034-35	2035-36	2036-37	2037-38	2038-39	2038-40	2038-41
TO BE COMPLETED FOR EACH FACILITY ( EG MRF EFW WTS AD IVC)			£000s	£000s	£000s	£000s	£000s	£000s	£000s	£000s	£000s	£000s	£000s	£000s	£000s	£000s	£000s	£000s	£000s	£000s	£000s	£000s	£000s	£000s	£000s	£000s	£000s	£000s	£000s	£000s	
Utilities (electricity, gas, water)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Consumables		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Staffing (direct & indirect costs)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Overhead costs		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Transport Costs (identify content)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Maintenance Costs (excluding lifecycle costs in schedule 2)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Spent material disposal costs excluding transport costs (identify)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Insurance		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Site services (security etc)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Fees to other bodies [Participant to specify]		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Business rates / local taxes		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Consent to discharge costs (Environment Agency costs etc)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Administration costs		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Costs [Participant to specify]		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Costs [Participant to specify]		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Costs [Participant to specify]		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Total Operating Costs and Overheads</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	



**PROSIECT GWYRDD**

Authorities' Inputs
Participant's Inputs

**Participant's Name**

**PAYMENT MECHANISM PRO-FORMA**

**Part 1 - Unitary Charge**

Band	Bandwidth		Rate / Tonne £
	From (tonnes)	Up to but not including (tonnes)	
Band 1	0	Minimum Tonnage	Base Element Rate
Band 2			
Band 3			
Band 4			

Participants to modify bands as required

**Notes**

To be completed in real terms (as at April 2012)

The bid form should be completed with reference to the Payment Mechanism Principles Paper and ISFT Instructions

**Part 2**

Payment Mechanism Schedule [ ] Reference:	Bid Back	Units	Bid Back Position (Base)	Bid Back Position (Indexation)	Any Supporting Commentary from the Participants
Definition of Active Landfill Gate Fee	Value of Active Landfill Gate Fee	£ per tonne at April 2012 prices			
Definition of Base Element Rate	Unitary Charge Base Element to apply to the Base Element Threshold Tonnage	£ per tonne at April 2012 prices			
Definition of Inactive Landfill Gate Fee	Value of Inactive Landfill Gate Fee	£ per tonne at April 2012 prices			
Definition of Fixed Proportion	Fixed Proportion of the Unitary Charge Base Element	% of UCBE not subject to indexation			
Definition of Performance Standards Deduction Cap	Performance Standard Cap	£ per annum			
Section 3 Commissioning Payments	Commissioning Gate Fee	£ per tonne at April 2012 prices			
Section 8 - Gain Share	The percentage of additional third party income above guaranteed levels to be shared with the Partnership per Third Party income type	%			
Section 11 - Recycling Deduction	Recycling Failure Deduction Rate	£ per tonne as at April 2012 prices			
	Rate per Tonne for each type of Ad-hoc waste	£ per tonne at April 2012 prices			

**PROSIECT GWYRDD**

Authorities' Inputs
Participant's Inputs

**Participant's Name**

**CONTRACT TARGETS PRO-FORMA**

Year no.	Contract Year end March	Processed Landfill Performance Target	Unprocessed Landfill Performance Target	BMW Landfill Performance Target	Recycling Target	Maximum tonnage
		% of Contract Waste	% of Contract Waste	% of Contract Waste	% of [Contract Waste]	tonnes
1	2017					
2	2018					
3	2019					
4	2020					
5	2021					
6	2022					
7	2023					
8	2024					
9	2025					
10	2026					
11	2027					
12	2028					
13	2029					
14	2030					
15	2031					
16	2032					
17	2033					
18	2034					
19	2035					
20	2036					
21	2037					
22	2038					
23	2039					
24	2040					
25	2041					
26	2042					
27	2043					

**PROSIECT GWYRDD**

Authorities' Inputs  
Participant's Inputs

Participant's Name

**SENSITIVITY PRO-FORMA**

Contract Year	TOTAL	April 2015	April 2016	April 2017	April 2018	April 2019	April 2020	April 2021	April 2022	April 2023	April 2024	April 2025	April 2026	April 2027	April 2028	April 2029	April 2030	April 2031	April 2032	April 2033	April 2034	April 2035	April 2036	April 2037	April 2038	April 2039	April 2040	
		March 2016	March 2017	March 2018	March 2019	March 2020	March 2021	March 2022	March 2023	March 2024	March 2025	March 2026	March 2027	March 2028	March 2029	March 2030	March 2031	March 2032	March 2033	March 2034	March 2035	March 2036	March 2037	March 2038	March 2039	March 2040	March 2041	
Nominal Discount Rate / Factor		1.00	1.06	1.13	1.19	1.27	1.34	1.43	1.51	1.60	1.70	1.81	1.92	2.03	2.16	2.29	2.43	2.57	2.73	2.90	3.07	3.26	3.46	3.67	3.89	4.13	4.38	
Base																												
Nominal Unitary Charge (As per line 50 in Price Pro-forma)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Cost (As per line 90 in Price Pro-forma)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Capex - Impact on Price</b>																												
Capex 10%	Nominal Unitary Charge (As per line 50 in Price Pro-forma)	0																										
	Total Cost (As per line 90 in Price Pro-forma)	0																										
Capex -10%	Nominal Unitary Charge (As per line 50 in Price Pro-forma)	0																										
	Total Cost (As per line 90 in Price Pro-forma)	0																										
Foreign Exchange +10%	Nominal Unitary Charge (As per line 50 in Price Pro-forma)	0																										
	Total Cost (As per line 90 in Price Pro-forma)	0																										
Foreign Exchange -10%	Nominal Unitary Charge (As per line 50 in Price Pro-forma)	0																										
	Total Cost (As per line 90 in Price Pro-forma)	0																										
<b>Funding - Impact on Price</b>																												
SWAP Rate 50 bps	Nominal Unitary Charge (As per line 50 in Price Pro-forma)	0																										
	Total Cost (As per line 90 in Price Pro-forma)	0																										
SWAP Rate -50 bps	Nominal Unitary Charge (As per line 50 in Price Pro-forma)	0																										
	Total Cost (As per line 90 in Price Pro-forma)	0																										
<b>Income (if applicable to solution) - Impact on Participant's IRR</b>																												
Electricity Price £70 per MWh	Nominal Unitary Charge (As per line 50 in Price Pro-forma)	0																										
	Total Cost (As per line 90 in Price Pro-forma)	0																										
Electricity Price £50 per MWh	Nominal Unitary Charge (As per line 50 in Price Pro-forma)	0																										
	Total Cost (As per line 90 in Price Pro-forma)	0																										
Electricity Price £30 per MWh	Nominal Unitary Charge (As per line 50 in Price Pro-forma)	0																										
	Total Cost (As per line 90 in Price Pro-forma)	0																										
ROCs Price £50 per MWh (if ROC income applicable)	Nominal Unitary Charge (As per line 50 in Price Pro-forma)	0																										
	Total Cost (As per line 90 in Price Pro-forma)	0																										
ROCs Price £37.50 per MWh (if ROC income applicable)	Nominal Unitary Charge (As per line 50 in Price Pro-forma)	0																										
	Total Cost (As per line 90 in Price Pro-forma)	0																										
C&I Income £125 per tonne	Nominal Unitary Charge (As per line 50 in Price Pro-forma)	0																										
	Total Cost (As per line 90 in Price Pro-forma)	0																										
C&I Income £100 per tonne	Nominal Unitary Charge (As per line 50 in Price Pro-forma)	0																										
	Total Cost (As per line 90 in Price Pro-forma)	0																										
C&I Income £75 per tonne	Nominal Unitary Charge (As per line 50 in Price Pro-forma)	0																										
	Total Cost (As per line 90 in Price Pro-forma)	0																										
<b>Others</b>																												
Waste Growth Sensitivity 1	High waste growth	5,264,598	210,690	211,401	212,118	212,833	210,984	209,055	206,043	203,906	201,857	203,053	204,202	205,331	206,439	207,529	208,600	209,654	210,831	212,006	213,206	214,414	215,629	216,852	218,082	219,319	220,564	
	Nominal Unitary Charge (As per line 50 in Price Pro-forma)	0																										
	Total Cost (As per line 90 in Price Pro-forma)	0																										
Waste Growth Sensitivity 2	Proposed GMT	3,511,499	140,460	140,460	140,460	140,460	140,460	140,460	140,460	140,460	140,460	140,460	140,460	140,460	140,460	140,460	140,460	140,460	140,460	140,460	140,460	140,460	140,460	140,460	140,460	140,460	140,460	
	Nominal Unitary Charge (As per line 50 in Price Pro-forma)	0																										
	Total Cost (As per line 90 in Price Pro-forma)	0																										
Landfill Tax £96 per tonne (+RPI)	Nominal Unitary Charge (As per line 50 in Price Pro-forma)	0																										
	Total Cost (As per line 90 in Price Pro-forma)	0																										
Landfill Tax £88 per tonne (+RPI)	Nominal Unitary Charge (As per line 50 in Price Pro-forma)	0																										
	Total Cost (As per line 90 in Price Pro-forma)	0																										
Inflation 1.5%	Nominal Unitary Charge (As per line 50 in Price Pro-forma)	0																										
	Total Cost (As per line 90 in Price Pro-forma)	0																										
Inflation -1.0%	Nominal Unitary Charge (As per line 50 in Price Pro-forma)	0																										
	Total Cost (As per line 90 in Price Pro-forma)	0																										



## APPENDIX 6 – PART 1 – AUTHORITY'S REQUIREMENTS

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**Project Aims:**

The Partnership comprises of Cardiff Council, Caerphilly County Borough Council, Monmouthshire County Council, Newport City Council and The Vale of Glamorgan Council and has the following aims for the Project:

A commitment to meet WAG's anticipated targets for waste management set out in Towards Zero Waste Consultation for Municipal Waste Management in Wales April 2009;

To minimise the environmental impacts of the Partners' residual waste management operations;

To maximise economies of scale by working in partnership;

To provide best value for the Partners' tax payers;

To establish a sustainable, cost effective regional solution for the treatment of waste for the Partnership;

To comply with the necessary terms and conditions associated with the approved WAG funding.

**The scope of the Project includes (but is not limited to):**

- a) Detailed design of the facility(ies);
- b) Provision of finance to build, operate and maintain the facility(ies);
- c) Application for planning permission, environmental permits and all necessary consents required for the construction and operation of the facility(ies);
- d) Construction and commissioning of the facility(ies);
- e) Acceptance of all Contract Waste at the facility(ies);
- f) Operation and maintenance of the facility(ies) for the period of the Project Agreement which shall include the reception, treatment and/or recovery of Contract Waste in accordance with the targets and standards set out in this document;
- g) The management of storage, treatment, sale, removal and transportation of all products and disposal of all process residues and rejects from the facility(ies);

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- h) The production and management of strategies to maintain the service in the event of the non-availability of any key aspect of the solution;
- i) The responsibility for all employment and staffing matters relating to the delivery of the Solution; and
- j) Any other ancillary services agreed as part of the Competitive Dialogue Procedure in accordance with the Partnership's Contract Notice.

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**General**

- 1.1 The Contractor shall design and construct the Works in accordance with the relevant Contractor’s Method Statement to meet the requirements of PR1.
- 1.2 The Contractor shall provide Works appropriate for it to accept all Contract Waste and to process such Contract Waste to meet PR3.
- 1.3 As a minimum, the Works shall meet the Works Quality Standards included in Appendix A.

**PR1 Works Requirements**

**Design and Delivery Requirements**

<b>SERVICE OUTPUTS – WORKS REQUIREMENTS</b>	
<b>SO 1.1</b>	<b>The Works shall be undertaken in accordance with all applicable Legislation, Consents, Works Delivery Plan and Method Statements.</b>

- 1.4 The Contractor shall provide an Overall Project Programme containing the information as detailed in the Contractor’s Method Statements.
- 1.5 The Contractor shall provide a Works Delivery Plan containing the information as detailed in the Contractor’s Method Statements.
- 1.6 The Contractor shall provide Works that shall be suitable and efficient for all vehicles bringing Contract Waste to the Site(s) and vehicle egress from the Site(s). As a minimum, the Facility(ies) shall be capable of accepting all vehicles up to and including bulk trailers. The vehicle type and design of the discharge arrangements may change during the Contract Period and therefore the Facility(ies) shall be flexible and capable of accepting or be readily adaptable to accept a wide range of vehicles. The types of vehicles currently being used are provided in Appendix C.
- 1.7 The Works shall be designed and constructed to ensure that all waste processing treatment and product storage takes place within enclosed spaces with appropriate environmental controls provided.
- 1.8 The Contractor shall be responsible for identifying and undertaking all necessary works and enabling works.



- 1.9 Such enabling works shall have regard to protecting and safeguarding continuity of site services, adjoining properties and the safety of site users and visitors.
- 1.10 The Contractor shall carry out all necessary demolition of existing structures and make safe redundant infrastructure on the site(s) in accordance with BS6187:2000.
- 1.11 The Contractor shall carry out any protection and diversion works associated with any existing infrastructure located on the site(s) required for the construction of the Works and ensure continuity of utility supplies to any Adjoining Properties in so far as they may be affected by the Works. This shall include but shall not be limited to gas, electricity, water, sewerage and communications services.
- 1.12 The Contractor shall ensure that adequate retaining walls and/or support to excavated faces are provided to support any Adjoining Property during the carrying out of the Works.
- 1.13 The Contractor shall ensure the site(s) (and any Works carried out outside the site(s)) is/are safe and secure throughout the period up to the Planned Readiness Date and shall ensure no unauthorised access to the site(s).
- 1.14 The Works shall be suitably housed and protected such that any Authority Representative, any Authority staff or visitors cannot gain access to areas or parts of the site(s) that could cause harm or a risk to their health and safety.
- 1.15 The Contractor shall ensure that all construction vehicles leaving the site(s) are adequately cleaned to prevent the deposit of waste material and debris on any Adjoining Property. If such material or debris is so deposited the Contractor shall employ such measures as shall be necessary to remove the material and debris and to clean and reinstate such Adjoining Property and Adopted Highway to the reasonable satisfaction of the owners or occupiers of the Adjoining Property.
- 1.16 Processes that include the recovery of energy from waste shall be designed to allow a combined heat and power (CHP) solution, CHP enabled means The solution will have minimum requirements for a turbine that is capable of supplying steam/hot water to match the expected heat off-take requirement plus space for future accommodation of ancillary works such as heat exchanger and pipe work – which would only be installed if/when the CHP off-take materialises, so as to be developed during the Contract Period or shall include a complete CHP solution.

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- 1.17 Delivery vehicles shall be accepted, weighed, recorded, discharged and be able to leave the Facility(s) in a time of not exceeding [20] minutes per vehicle. Measurement shall be from the recognition of the vehicle by the ANPR monitoring site access, to the time it is able to leave the site as measured by the outward weighbridge. Waiting on the approach roads outside or inside the site shall constitute “arrival at the site” if the standing is a result of the actions or inactions of the Contractor. The Contractor shall design the weighbridges such that queues shall not form at the entry weighbridge.
- 1.18 The Works shall be designed and constructed to include suitable storage facilities for Contract Waste of a size and volume which are capable of storing a minimum of [4 (four) days average] Contract Waste delivered to the Site(s) without prejudice to the terms of the Contingency Plan.
- 1.19 The Works shall include equipment capable of monitoring, weighing and electronically recording each load and vehicle bringing Contract Waste and any Third Party Waste to the Site(s) and each load and vehicle removing Contract Waste and/or products and/or residues of treatment from the Site(s). The information to be recorded shall as a minimum be that required by the Contractor for the purpose of meeting their obligations under the Contract.
- 1.20 The Works shall be designed and constructed to include all necessary storage and material handling equipment to facilitate storage and/or removal of all Contract Waste from the Site(s) and in accordance with the relevant Method Statements.
- 1.21 The Works shall be designed and constructed to include all necessary infrastructure and utility services required to meet the requirements of this Schedule including but not limited to their connection, security of supply and capacity.
- 1.22 The Works shall be designed and constructed to include a dewatering area for street cleansing vehicles.

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1.23 The Works shall be designed and constructed to include the following:

- a) The Facility and all parts thereof shall incorporate all necessary fire control systems and emergency exit and access routes,
- b) The Facilities shall be designed to have the minimum practical impact on the environment and shall include all necessary environmental controls to manage emissions to air, land, sewer and water,
- c) Security and monitoring systems shall be provided to prevent unauthorised access to the site.

### Minimum Works Requirements

1.24 The Contractor shall ensure that the Works necessary to deliver the Facilities and Service, including but not limited to; design, enabling works, remediation, demolition, integration of site access with existing highways, access and manoeuvring areas, on-site road network, data recording systems, waste acceptance areas, treatment plant, roads, storage and parking areas, offices and welfare facilities, visitor centre, boundary fencing and security, closed circuit television, site lighting, site signage, weighbridge and landscaping, comply with Good Industry Practice, all applicable Legislation and Consents including, but not limited to, the following:

- a) British standards, codes of practice, or equivalent European industry recognised standards and guidance;
- b) Health and Safety Executive guidance notes;
- c) The Welsh Assembly Government's and the relevant local authority's planning policies including TAN 12 Design and supplementary guidance;
- d) Requirements of the utilities companies;
- e) Building Research Establishment Digest recommendations;
- f) The Disability Discrimination Act (DDA)
- g) Fire safety requirements in agreement with the fire authority;
- h) Environmental Agency guidance notes, consents and authorisations;
- i) Site Waste Management Plan Regulations; and

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j) Construction (Design and Management) Regulations 2007.

1.25 The Contractor shall provide materials, equipment, plant, machinery and other goods of sound and satisfactory quality and fit for purpose for which they will be used. All workmanship and manufacture of fabrication shall meet or surpass all relevant British or EU standards or equivalent.

1.26 The Contractor shall provide details of any Sub-Contractors and major suppliers.

1.27 The Contractor will provide details of the forms of Sub-Contract that will be used together with confirmation that contractual arrangements are consistent with the main contractual agreement.

### Quality Management System

1.28 The Contractor will ensure that a Quality Management System that is compliant with ISO9001 or equivalent is in place prior to and throughout the Works Period.

1.29 The Contractor shall appoint a nominated manager who shall in respect of the Works:

- a) ensure the effective operation of and implementation of the Quality Management System;
- b) audit the Quality Management System at regular intervals (and as a minimum every [6 (six)] months) and report the findings of such audit to the Contractor and the Authority;
- c) audit any sub-contractor's Quality Management Systems, as a minimum every [6 (six)] months, to ensure the Contractor's overall compliance with the Contract and report the findings of such audits to the sub-contractors and the Partnership;
- d) review the Quality Management System at intervals agreed with the Authority to ensure their continued suitability and effectiveness; and
- e) liaise with the Authority on all matters relating to quality assurance.



**Environmental Management System**

- 1.30 The Contractor will ensure that an Environmental Management System that is compliant with ISO14001 or equivalent is in place prior to and throughout the Works Period.
  
- 1.31 The Contractor shall nominate an environmental management manager who shall in respect of the Works:
  - a) ensure the effective operation of and implementation of the Environmental Management System;
  - b) audit the Environmental Management System at regular intervals (and as a minimum every [6 (six)] months) and report the findings of such audit to the Contractor and the Authority;
  - c) audit any Sub-Contractor’s Environmental Management Systems, as a minimum every [6 (six)] months, to ensure the Contractor’s overall compliance with the Contract and report the findings of such audits to the sub-contractors and the Authority;
  - d) review the Environmental Management System at intervals agreed with the Authority to ensure their continued suitability and effectiveness; and
  - e) liaise with the Authority on all matters relating to environmental management.

**Construction Programme**

- 1.32 The Contractor shall develop and maintain a detailed Construction Programme covering all elements of the Works and based on the Construction Programme included in the relevant Method Statement.
  
- 1.33 The Contractor shall submit to the Authority the Construction Programme and any subsequent amendment to the Construction Programme within five (5) Business Days of any proposed amendment in accordance with the Review Procedure.
  
- 1.34 The Contractor shall carry out the Works in accordance with the Construction Programme.

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1.35 The Contractor shall monitor and report to the Authority on a monthly basis progress of the Work against the latest revision of the Construction Programme.

**Key Personnel**

1.36 The Contractor shall identify the key staff that will interface with the Authority during the Works Phase and detail how that interface will be maintained.

**Civil and Building Works Specification**

<b>SERVICE OUTPUTS – CIVIL AND BUILDING WORKS REQUIREMENTS</b>	
<b>SO 1.2</b>	<b>The Contractor will develop and implement a Site Waste Management Plan that details how the Contractor will measure and report the quantity of construction waste produced, the quantity of construction waste sent to landfill, the amount of construction and demolition materials that are recovered and the total material value derived from re-used and recycled content in new build.</b>
<b>SO 1.3</b>	<b>The Contractor will design and construct the Facility(ies) to meet the aspirational sustainability objectives of achieving a BREEAM: standard of “Excellent”.</b>

1.37 The Contractor shall adopt and implement a recognised industry standard civil and building works specification, for the design, construction, commissioning and testing of the Works.

1.38 The architectural, civil engineering and site works and finishes provided shall be in accordance with current industrial standards having regard to best practice in the waste management industry and conforming to the requirements of the relevant necessary consents.

1.39 Engineering layouts and design details shall be Reviewable Items subject to approval by the Partnership prior to submission by the Contractor of any permission applications.

1.40 The Contractor shall:

- a) Develop (and subsequently implement) a Site Waste Management Plan, which shall be provided to the Partnership prior to commencement of the Works, detailing how the Contractor will



measure and report the quantity of construction waste produced and the quantity of construction waste sent to landfill;

- b) Recover a minimum of [75 (Seventy Five)]% of construction and demolition materials;
- c) Ensure that a minimum of 10% of total material value derives from re-used and recycled content in new build; and
- d) Design and construct the Facility(ies) to meet the aspirational sustainability objectives of achieving a BREEAM: standard of “Excellent”.

**Mechanical and Electrical Specifications**

1.41 The Contractor shall adopt and implement a recognised industry standard mechanical and electrical works specification for the design and construction of the Works.

**Employee Specifications**

1.42 The Contractor shall ensure that all persons employed in connection with the construction of the Works are suitably skilled and experienced in their several professions, trades and callings or adequately supervised.

1.43 The Contractor shall ensure that all aspects of the Works are supervised by sufficient numbers of persons who have adequate knowledge for the satisfactory and safe performance of the Works in accordance with the Contract and with regard to the activities which are carried out at the relevant Site(s) and to the nature of persons occupying the relevant Site(s).

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## Planning and Permitting

### SERVICE OUTPUTS – PLANNING AND PERMITTING

#### SO 1.4 The Contractor will obtain the necessary Consents and Environmental Permits to develop and operate the Facility(ies).

- 1.44 The Contractor shall be responsible for securing full planning permission for its Solution on the Contractor's site. The Contractor shall be responsible (but is not limited to) for the cost and time of preparing an EIA and any other assessments or studies that may be required, complying with any planning conditions/environmental permits and meeting the cost of any planning obligations that are identified.
- 1.45 The Contractor shall provide the Authority with a Planning/Permitting/Permissions Schedule within 8 weeks of award of Contract, as listed in Appendix E and detailed in the Contractor's Method Statements.
- 1.46 The Contractor must build in sufficient time for the development of an EIA in their Solution and any requirement for an EIA will then be completed by the Contractor to reflect its Solution.
- 1.47 The Contractor shall be responsible for the appropriate design of the Facility(ies) for their Solutions. The Contractor shall be required to provide completed design proposals for any proposed facility(ies) and to meet design evaluation criteria. Flexibility and suitability of design will be essential to ensure planning permission is secured within a reasonable timeframe. Key to this will be to ensure a positive attitude towards public perception taking into account street-scene views, rural or urban settings, architectural expression, orientation, boundary treatment, landscape and sustainability. Relevant local policy and guidance including (but not limited to) the Regional Waste Plan and Local Development Plans, which provides a great deal of background work, shall be followed by Contractors when preparing their design.
- 1.48 Planning Applications shall be Reviewable Items subject to approval by the Partnership prior to submission.

## Design Standards

- 1.49 The Contractor shall provide a schedule of design standards for key elements, list of Key Design Drawings, List of Key Design Parameters, List of Design Documents and Content. To include but not limited to details and approach to: Street-scene views, Impact on rural and urban settings, Architectural expression, Orientation, Boundary treatment and Sustainability.
- 1.50 The Contractor shall provide details of landscape design features including the purpose of the feature e.g. buffering, mitigation, screening etc..
- 1.51 The Contractor shall provide details of architectural design concept and proposals including; materials for external faces, volumes and building massing, heights, orientation and spatial distribution and boundary treatments. Include elevations and photomontage in the setting of the site and general surroundings.

## Visitor Facilities

- 1.52 The Contractor shall incorporate facilities for visitors within the Facility(ies). The facilities for visitors may be combined with the Contractor's office and meeting facilities or a stand-alone facility as described within the Contractor's Method Statements.
- 1.53 The facilities for visitors shall:
- a) be accessible without the need for visitors to be issued with personal protective equipment;
  - b) designed to be Disabled Discrimination Act compliant;
  - c) be suitable to accommodate groups (including seating) of up to 30 people, including school children;
  - d) have or have access to appropriate toilet and washing facilities;
  - e) have or have safe access to a view of part of the Facility(ies), for example the control room or a viewing gallery over the tipping hall, without requiring visitors to be issued with personal protective equipment;
  - f) be supplied with a computer, projector, and screen, furniture and fittings as necessary.





- 1.54 The Contractor shall ensure that there is sufficient visitor parking space to enable up to seven (7) cars or one (1) bus to park within the boundaries of the Facility(ies).

### **Existing Structures and Infrastructures**

- 1.55 The Contractor shall be responsible for identifying and undertaking all enabling works necessary to ensure the Site(s) is suitable for the development of the Works.
- 1.56 The Contractor shall carry out all demolition of existing structures and make safe redundant infrastructure on the Site(s) in accordance with BS6187:2000.
- 1.57 The Contractor shall be responsible for undertaking remediation or removal of any contaminated waste, material or land.
- 1.58 The Contractor shall carry out any protection and diversion works associated with any existing infrastructures located on the Site(s) required for the construction of the Works and ensure continuity of utility supplies to any Adjoining Properties in so-far as they may be affected by the Works. This shall include but is not limited to gas, electricity, water, sewerage and communications services.
- 1.59 The Contractor shall ensure that adequate retaining walls and/or support to excavated faces are provided to support any Adjoining Property during the carrying out of the Works.
- 1.60 The Contractor shall ensure the Site(s) (and any Works carried out outside the Site(s)) is safe and secure throughout the period up to the Services Commencement Date and shall ensure no unauthorised access to the Site(s).
- 1.61 The Works shall be suitably housed and protected such that waste delivery vehicle operators, Authority Representative, Authority staff or visitors cannot gain access to areas or parts of the Site(s) that could cause harm or a risk to their health and safety.

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## Site Access and Circulation

### SERVICE OUTPUTS – SITE ACCESS AND CIRCULATION

**SO 1.5 The Site design and the management of the Works will be undertaken to ensure safe movement of vehicles and pedestrians within the Site(s).**

- 1.62 The Contractor shall design and construct the internal road and pedestrian area layout within the Site(s) to allow safe movement and segregation of vehicles and pedestrians and with regard to health and safety Legislation and Good Industry Practice. This shall include making provision for the safe and efficient movement of visitors around the site during all phases of the Contract.
- 1.63 The Contractor shall provide access to the Site(s) from the external road network.
- 1.64 The Contractor shall ensure the security of the Site(s) and allow the Authority safe and efficient access during the Opening Hours. This shall include but is not limited to:
- a) Suitable levels of artificial illumination for the purpose of ingress and egress from the Site(s), way finding and discharging Contract Waste;
  - b) Lighting to meet the requirements of:
    - i The Chartered Institution of Building Services Engineers (CIBSE) Lighting Guide;
    - ii The Institution of Lighting Professionals (ILP); and
  - c) Bilingual (English and Welsh) signage indicating access and egress.
  - d) Access into the site(s) designed to avoid queuing on highways and access roads.
  - e) The Facility and all parts thereof shall incorporate emergency exit and access routes.

## Welfare

1.65 The Contractor shall design and construct within the Facility(ies) welfare (toilet) facilities for the drivers and operatives of Authorised Vehicles. The location of the welfare facilities should be such that their usage is not included in vehicle turnaround times. The Contractor shall provide parking for Authority Vehicles for safe use of the welfare facilities.

## Environmental Consideration and Nuisance Control

1.66 The Contractor shall minimise nuisance and environmental impact during construction and shall design and construct the Works so as to minimise nuisance and environmental impact including but not limited to the impact of:

- a) light;
- b) noise;
- c) vermin and other pests;
- d) litter;
- e) flies;
- f) dust;
- g) emissions;
- h) odour; and
- i) traffic;
- j) protect areas of nature conservation;
- k) protect quality and quantity of surface and ground water resources;
- l) protect sites of archaeological importance.

1.67 The Contractor shall ensure that all construction vehicles leaving the Site(s) are adequately cleaned to prevent the deposit of waste material and debris on any Adjoining Property. If such material or debris is so deposited the Contractor shall employ such measures as shall be necessary to remove the material and debris and to clean and reinstate such Adjoining Property to the reasonable satisfaction of the owners or occupiers of the Adjoining Property in

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accordance with Clause 10.7 (Adjacent Land and Third Party Consents) of Appendix 7 Project Agreement.

- 1.68 The Contractor shall ensure that all waterways and reens/drainage ditches on the Site(s) are protected.

**Health and Safety**

**SERVICE OUTPUTS – HEALTH AND SAFETY**

**SO 1.6 The Works will comply with all health and safety Legislation.**

- 1.69 The Contractor will ensure that a Health and Safety Management System that is compliant with OHSAS 18001 or equivalent is in place prior to and throughout the Works Period

- 1.70 The Contractor shall provide the Authority with a Health and Safety Plan, 3 months prior to commencement of Construction Works, as listed in Appendix E and detailed in the Contractor’s Method Statements. The Health and Safety Plan is to also include, but not limited to; Risk Assessments, (including Control of Substances Hazardous to Health Register, Method Statements and Safe Systems of Work).

- 1.71 The Contractor shall nominate a health and safety manager who shall in respect of the Works

- a) Liaise with the Health and Safety Executive on all relevant matters;
- b) Co-ordinate the Contractor’s health and safety plans with the Authority’s health and safety policies; and
- c) Take all necessary steps, and provide the Authority with such information as the Authority reasonably requires to satisfy itself that all necessary steps are being taken, to identify and control risks to the health and safety of persons involved in the Works.

**Fire Safety**

- 1.72 The Contractor shall carry out a detailed fire assessment of the Facility(ies) and operations on the Site(s) taking into account all health and safety issues, protection of the environment and the requirement for business continuity. This review shall include, but is not limited to reviewing best practice and

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recommendations from fire investigations on similar facilities and other related best practice industry guidance.

- 1.73 The Contractor shall identify and incorporate in the Works a Fire Strategy (which incorporates the output from the detailed fire assessment in paragraph 1.72) to minimise both the cause of fire occurring and the subsequent impact of any fire.
- 1.74 The Fire Strategy and related fire design shall be submitted by the Contractor to the Partnership as a Reviewable Item.
- 1.75 The Contractor shall provide the Authority with a Fire and Emergency Plan 3 months prior to commencement of Construction Works, as listed in Appendix E and detailed in the Contractor's Method Statements.

### Construction Phase Reporting

#### SERVICE OUTPUTS – REPORTING

**SO 1.7 The Contractor will keep the Authority fully informed of progress throughout the construction of the Facility(ies) in accordance with the agreed reporting requirements.**

- 1.76 The Contractor shall submit to the Authority within five (5) Business Days following the end of each month, a Monthly Construction Progress Report covering the construction activities carried out in the preceding month. The Monthly Construction Progress Report shall include as a minimum a description of the following:
- a) Assessment of actual progress by comparison to the submitted Construction Programme;
  - b) Progress with obtaining Consents and Environmental Permits;
  - c) Progress with discharging any requirements of the Consents;
  - d) Report on any material risk to achieving the Planned Service Commencement Date;
  - e) Where the Monthly Construction Progress Report covers the period in which the Readiness Test Certificate is issued, the Monthly Construction Progress Report shall include a copy of the Readiness Test Certificate; and

- f) Summary of construction tasks to be carried out in the next month

### As-Built Drawings

- 1.77 The Contractor shall provide the Authority, a set of As-Built Drawings, as Listed within the List of Plans Appendix E (and detailed in the Contractor's Method Statements), on the earlier of the date falling [10 (ten)] Business Days after the date they become available to the Contractor or within [6 (six)] months after the date of issue of the Readiness Test Certificate in respect of the Facility(ies).
- 1.78 The Contractor shall promptly update the As-Built Drawings supplied to the Authority to reflect any changes from time to time and promptly provide a set of such amended As-Built Drawings to the Authority.
- 1.79 The Contractor shall provide the Authority, a set of Operating Manuals on the earlier of the date falling [10 (ten)] Business Days after the date they become available to the Contractor or within [6 (six)] months after the date of issue of the Readiness Test Certificate in respect of the Facility(ies). Additionally provide the Authority with a full and detailed description of activities needed to operate the facility on a day to day basis and how the activities interact.
- 1.80 The Contractor will on an annual basis review and update the Authority's Operating Manuals to ensure the Authority hold a current version.
- 1.81 The Contractor shall provide the Authority with a List of Fixed and Mobile Plant required for operation of the Facility(ies).

## Communication, Liaison and Public Relations

### SERVICE OUTPUTS – COMMUNICATION, LIAISON AND PUBLIC RELATIONS

#### SO 1.8 Communication with stakeholders and management of public relations will be an integral part of the management of the Works.

- 1.82 The Contractor shall put in place and operate throughout the period up to the Services Commencement Date, a Stakeholder Communication Plan, details of which are included in the Contractor's Method Statements and listed in Appendix E, the Plan shall detail the Contractor's planned approach to stakeholder management, communication and community liaison, which:
- a) Identifies those likely to be affected by the Works;
  - b) Identifies likely concerns and takes all appropriate steps to mitigate these concerns; and
  - c) Records all complaints and comments (verbal or otherwise), letters or notices from any members of the public or statutory authority.
- 1.83 The Stakeholder Communication Plan shall be submitted by the Contractor to the Authority as a Reviewable Item.
- 1.84 The Contractor shall develop and implement an Enquiries and Complaints Plan that sets out the procedures to follow for managing questions, complaints and disputes relating to Works. As a minimum the Enquiries and Complaints Plan shall include the following actions and response times:
- a) The Contractor shall, within [1 (one)] Business Day of a request from the Authority, provide information to support the Authority's internal and external public relations activities in connection with the performance of the Contract.
  - b) The Contractor shall respond to correspondence from the Authority's officers and members and members of the public by ensuring that an acknowledgement of the correspondence is issued within [5 (five)] Business Days and a full reply within ten [10 (ten)] Business days of receipt.



- c) The Contractor shall complete all investigations of all complaints and issue a formal written report to the Authority within [10 (ten)] Business Days of the complaint being registered.
- 1.85 All publicity in relation to the Solution will be jointly agreed prior to publication.
- 1.86 The Enquiries and Complaints Plan shall be submitted by the Contractor to the Authority as a Reviewable Item.
- 1.87 Following receipt of a complaint the Contractor shall take any necessary or appropriate corrective action in accordance with Good Industry Practice and/or the Contractor's Enquiries and Complaints Plan.
- 1.88 The Contractor shall fully co-operate with and provide assistance and relevant information to the Authority and to the Commission for Local Administration ("the Ombudsman") in enquiries or investigations carried out by or on behalf of the Ombudsman in matters of alleged maladministration or injustice or any other matters arising in connection with the provision of Services under this Contract.
- 1.89 The Contractor shall participate in a formal liaison committee and a Stakeholder Liaison Group to the extent required by Schedule 18.

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**PR2 COMMISSIONING REQUIREMENTS**

**Commissioning**

<b>SERVICE OUTPUTS – COMMISSIONING STANDARDS</b>	
<b>SO 2.1</b>	<b>The Facility(ies) will be commissioned in accordance with applicable regulations, legislation, testing, and Good Industry Practice.</b>
<b>SO 2.2</b>	<b>The Facility(ies) will be available to accept and treat the Contract Waste by the Planned Service Commencement Date.</b>

2.1 The Contractor shall develop an outline Testing and Commissioning Plan based on the Testing and Commissioning Plan included in the relevant Method Statement. The detailed Testing and Commissioning Plan shall be no less onerous than that included with the relevant Method Statement. The Testing and Commissioning Plan shall include but not be limited to:

- a) Security systems and procedures function correctly and effectively;
- b) data measuring and recording equipment and processes function correctly;
- c) the systems for reporting data to the Authority function correctly and provide in a timely manner the correct and required data in the required form and format;
- d) Waste reception, capacity and handling procedures operate correctly;
- e) vehicle turn around times are achieved;
- f) health and safety and welfare requirements are met;
- g) the process outputs meet the design quality standards; and
- h) all guarantees provided to the Authority in relation to the process are met.

2.2 The Contractor shall submit to the Authority as a Reviewable Item the detailed Testing and Commissioning Plan, as listed in Appendix E and detailed in the Contractor’s Method Statements, as a minimum [12 (Twelve)] Contract Months prior to the Planned Readiness Date. The Testing and



Commissioning Plan shall include but not be limited to the Contractor's Method Statements for:

- a) cold commissioning of individual Equipment and Facilities;
- b) the process to achieve the Readiness Test;
- c) hot commissioning of the Works including the incremental acceptance, processing and treatment of Contract Waste; and
- d) the Acceptance Tests.

2.3 The Contractor shall carry out the commissioning in accordance with the Testing and Commissioning Plan.

2.4 Prior to the issuance of the Readiness Test Certificate, the Contractor shall carry out commissioning of the Works to demonstrate that the design construction installation and plant performance:

- a) comply with health and safety Legislation and Guidance;
- b) comply with manufacturers requirements;
- c) are suitable for testing their integration within the Works;
- d) are fit for their intended purpose; and
- e) are capable of meeting the requirement of PR2.

2.5 After the issuance of the Readiness Test Certificate, the Contractor shall carry out commissioning of the Works to demonstrate that their design, construction, installation and plant performance:

- a) comply with health and safety Legislation and Guidance;
- b) comply with manufacturers requirements;
- c) are suitable for integration within the Works;
- d) are fit for their intended purpose; and
- e) the requirements of PR3.

2.6 The Readiness Tests and Acceptance Tests will be witnessed by the Independent Certifier.

**Service Mobilisation and Transition Plan**

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2.7 The Contactor shall provide [12 (twelve)] months prior to undertaking Commissioning and Testing a Service Mobilisation and Transition Plan as described in the Contractor’s Method Statements and listed in Appendix E to the Authority’s Requirements.

**Commissioning Period Reporting**

**SERVICE OUTPUTS – REPORTING**

**SO 2.3 The Contractor will keep the Authority fully informed of progress throughout the commissioning of the Facility(ies) in accordance with the agreed reporting requirements.**

2.8 The Contractor shall submit to the Authority within [5 (five)] Business Days following the end of each Contract Month during the Commissioning Period, a Monthly Commissioning Progress Report, in accordance with the List of Plans detailed in the Contractor’s Method Statements and listed in Appendix E, covering all the commissioning and testing activities carried out in the preceding Contract Month. The Monthly Commissioning Progress Report shall include as a minimum a description of the following:

- a) Assessment of actual progress by comparison to the submitted Commissioning Programme; and
- b) Summary of the commissioning tasks to be carried out in the following month.

**Mechanical and Electrical Specifications**

2.9 The Contractor shall adopt and implement a recognised industry standard mechanical and electrical works specification for the commissioning and testing of the Works.

**Security**

2.10 The Contractor shall ensure the Site(s) are secure to prevent unauthorised access to the Site(s) following the Readiness Date.

**Quality Management System**

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2.11 The Contractor shall ensure that a Quality Management System that is compliant with ISO9001 or equivalent is in place throughout the commissioning and testing periods.

### **Environmental Management System**

2.12 The Contractor shall ensure that an Environmental Management System in compliance with ISO14001 or equivalent is in place throughout the commissioning period.

### **Health and Safety**

<b>SERVICE OUTPUTS – HEALTH AND SAFETY</b>
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<b>SO 2.4 The Site(s) will comply with health and safety Legislation during commissioning.</b>
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2.13 The Contractor shall ensure a Health and Safety Management System in compliance with OHSAS 18001 or equivalent is in place throughout the commissioning period.



## PR3 SERVICE REQUIREMENTS

### PR 3.1 - Diversion Targets

#### Contract Waste Treatment and Diversion from Landfill

##### **SERVICE OUTPUTS – WASTE TREATMENT SOLUTION**

**SO 3.1 The Contractor will provide a Solution for the receipt, treatment and disposal of Contract Waste in accordance with targets and service standards set out within the Authority’s Requirements and the Contractor’s Method Statements.**

- 3.1 The Services must be capable of treating all Contract Waste, anticipated to be up to 35 per cent of the total Municipal Waste arisings in the administrative areas of the Partnership.
- 3.2 In each Contract Year the Services must divert at least:
  - a) 85 per cent of Contract Waste from landfill; and
  - b) 90 per cent of Biodegradable Municipal Waste content of Contract Waste from landfill.
- 3.3 In each Contract Year the Contractor shall not exceed the Target Processed Landfill Tonnage as specified in the Contractor’s Method Statements.
- 3.4 In each Contract Year the Contractor shall not exceed the Target Unprocessed Landfill Tonnage as specified in the Contractor’s Method Statements.
- 3.5 In each Contract Year the Contractor must achieve as a minimum the Recycling Target specified in the Contractor’s Method Statements, which shall be no less than 16 per cent of Contract Waste and/or no less than 60 per cent of all Waste Facility Outputs.
- 3.6 Any proposed waste thermal treatment facility shall achieve and maintain, as a minimum, the R1 designation for recovery (per the revised Waste Framework Directive).
- 3.7 The overall plant efficiency shall be as high as possible as can be demonstrated to be value for money and, where possible, the Facility(ies) should operate or be capable of operating in combined heat and power mode, as specified in the Contractor’s Method Statements.

## Sustainability and Carbon Management Plan

- 3.8 The Contractor will provide, within [3 (Three)] months of award of Contract, a Sustainability Management and Carbon Management Plan (as set out in the Contractor's Method Statements and listed in Appendix E).
- 3.9 The baseline against which sustainability and carbon impact will be measured and how they have been derived. This shall be related to the WRATE model for the contractor's solution. Please follow the WRATE Proforma contained in Appendix 13 Part 3 and WRATE Modelling Instructions Appendix 14.
- 3.10 The Sustainability Management and Carbon Management Plan shall be published [Annually], setting out the current year's targets and progress against the previous year's targets.

## Contract Waste

- 3.11 The Authority gives no guarantee as to the composition of Contract Waste. The Contractor shall make allowances for future changes in Contract Waste arisings and composition and shall ensure that the technical and operational processes employed are sufficiently flexible to meet Contract requirements throughout the Contract Period.
- 3.11 All data in the possession of the Authority regarding existing Municipal and Contract Waste flows and composition shall be made available to the Contractor, along with any planned service changes that may impact on the quantity and composition of Contract Waste.
- 3.12 The Contractor shall:
- a) Ensure that the bottom ash, once quenched is weighed. At or near the time of weighing the bottom ash, take a representative sample of the ash and arrange for the moisture content to be assessed using methods agreed with the Authority. Ash samples shall be taken and analysed on a 6 monthly basis and reported in the Monthly Service Report.
  - b) If requested by the Authority Representative, arrange for an independent body to be employed to carry out an analysis of the Contract Waste, identifying the waste by such categories as the Authority shall require.
- 3.13 By way of guidance only but without warranty as to future projections, the quantity of Contract Waste to be accepted and processed by the Contractor each Contract Year is estimated as follows:

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<b>Contract Waste by Year</b>	
<b>Year Commencing 1<sup>st</sup> April</b>	<b>Quantity (t)</b>
2015*	175,332
2016*	175,575
2017	176,168
2018	176,765
2019	177,361
2020	175,820
2021	174,212
2022	171,702
2023	169,922
2024	168,215
2025	169,211
2026	170,168
2027	171,109
2028	172,033
2029	172,940
2030	173,833
2031	174,712
2032	175,692
2033	176,671
2034	177,672
2035	178,678
2036	179,691
2037	180,710
2038	181,735
2039	182,766
2040*	183,803

\*Note: Full Year tonnages provided for information only. The actual Contract Waste tonnages will be dependent upon a number of factors including but not limited to the agreed Service Commencement Date which shall be discussed during the Competitive Dialogue Procedure.

**PR3.2 - Environmental Management**

**Impact on the Local Environment**

<b>SERVICE OUTPUTS – ENVIRONMENTAL MANAGEMENT</b>	
<b>SO 3.2</b>	<b>The Services will fully meet the requirements of Consents and Environmental Permits and applicable Legislation throughout the Contract Period.</b>

3.14 The Contractor shall develop, maintain and update the Environmental Impact Control Plan on an annual basis as detailed in the Contractor’s Method Statements and listed in Appendix E.

3.15 The Environmental Impact Control Plan shall include all procedures, actions and monitoring required by the Contractor to:

- a) minimise the environmental impacts of transporting, receiving, treating and disposing of Contract Waste and Third Party Waste including but not limited to the impacts from:
  - i light;
  - ii noise;
  - iii vermin and other pests;
  - iv litter;
  - v flies;
  - vi dust;
  - vii emissions;
  - viii odour; and
  - ix traffic.
- b) to meet the environmental conditions contained or referred to within the Consents;
- c) to meet all Legislation;



- d) where, practical, minimise amenity impacts on the local population; and
- e) protect all waterways and reens/drainage ditches;
- f) protect areas of nature conservation;
- g) protect quality and quantity of surface and ground water resources;
- h) protect sites of archaeological importance;

with respect to the Site(s) and all Contractor's operations and activities external to the Site(s).

- 3.16 The Contractor shall comply with the latest version of the Environmental Impact Control Plan.
- 3.17 The Contractor shall implement at its own cost the amendments to the Environmental Impact Control Plan including for the avoidance of doubt all changes required to the Facility(ies) and the Services.
- 3.18 The Contractor shall ensure that the areas identified on the site plan layout ref no. [1a], including but not limited to access roads and adjoining land to which the Contractor can lawfully obtain access without payment of monies, are kept free from litter and fly tipped waste.
- 3.19 Where litter and fly tipped waste referred to in paragraph 3.18 above is brought to the attention of the Contractor by the Authority then:
  - a) within [30 (thirty)] minutes of being notified the Contractor shall, contain and control such waste with consideration to its health and safety obligations; and
  - b) the Contractor shall immediately organise the removal and disposal of any litter and clean up any affected surrounding area.
  - c) within [24 (twenty-four)] hours the Contractor shall remove and dispose of fly-tipped waste and clean up any affected surrounding area.

### Contingency Plan

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**SERVICE OUTPUTS – CONTINGENCY PLAN**

**SO 3.3 The Services will be continuously available to accept Contract Waste, within the agreed Opening Hours, throughout the Contract Period.**

- 3.20 In the event that the contractor is unable to accept contract waste at the facility the contractor is responsible for providing alternative contract waste delivery points. The Contractor will develop and agree with the Authority a Contingency Plan (as per the Contractor's Method Statements and listed in Appendix E) that identifies how the Services will be provided in the event that the Authority is required to deliver Contract Waste to a Contingency Delivery Point on a permanent or temporary basis or during emergency situations. The Contingency Plan shall include:
- a) Location(s) of Contingency Delivery Point(s);
  - b) Arrangements for the redirection of Contract Waste to Contingency Delivery Point(s); and
  - c) Details of any impact on the Services as a result of using the Contingency Delivery Point(s).
- 3.21 The first Contingency Plan shall be delivered to the Authority [6 (six)] months prior to service commencement.
- 3.22 The Contractor shall submit any proposed changes to the Contingency Plan to the Authority in accordance with the Review Procedure.
- 3.23 The Contractor shall notify the Authority prior to implementing the Contingency Plan.
- 3.24 The Contractor shall provide an updated Contingency Plan to the Authority within [10 (ten)] days of a change agreed pursuant to paragraph 3.20.
- 3.25 The Contractor shall confirm within [20 (twenty)] Business days within the end of each Contract Year that the Contingency Plan is up to date.
- 3.26 The Contractor shall only store Contract Waste in designated on-Site(s) storage Facilities.



- 3.27 The Contractor will provide the Authority a Disaster Recovery Plan (as detailed in the Contractor's Method Statements and listed in Appendix E) 3 Months prior to Service Commencement Date that identifies how the Services will be reinstated following the facility being unavailable due to a disaster, such as but not limited to instance of flood, fire, explosion.
- 3.28 The Contractor shall confirm within [20 (twenty)] Business days of the end of each Contract Year that the Disaster Recovery Plan is up to date.

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### **PR3.3 - Operational Interface**

#### **Receipt of Contract Waste**

##### **SERVICE OUTPUTS – RECEIPT OF CONTRACT WASTE**

**SO 3.4 The Services must be capable of receiving Contract Waste from the Authority throughout the Contract Period.**

- 3.29 The Contractor will provide detail of Waste Acceptance Procedure for Contract Waste within appropriate Method Statement, as detailed in the Contractor's Method Statements and listed in Appendix E. To include but not limited to arrangements for:
- a) Inspection of waste;
  - b) Quarantine of Non Conforming Waste;
  - c) Vehicle Acceptance Procedure.
- 3.30 The Contractor shall provide the Authority with a Waste Acceptance Plan [6 (six)] months prior to service commencement date, detailing how the contractor will accept Contract waste during commissioning and full operation periods. The plan will be an annual Reviewable Item. The Contractor will ensure Contract Waste is received in accordance with the Waste Acceptance Plan.
- 3.31 The Contractor shall accept Contract Waste delivered by an Authorised Vehicle or vehicle contracted to the authority during the Opening Hours agreed for specified Delivery Points, which are [Monday to Sunday, 0600h to 2200h, excluding Christmas Day and New Year's Day].
- 3.32 The Contractor shall accept Contract Waste outside the Opening Hours where requested by the Authority provided always that such requests are consistent with all Consents. The Authority shall provide [3 (three)] hours notice of the requirement for the delivery of Contract Waste outside the Opening Hours.
- 3.33 The Contractor shall implement the Non Authorised Vehicle Acceptance Procedure for each occurrence where Contract Waste is delivered to the Site(s) in a vehicle not previously notified in advance to the Contractor as an Authorised Vehicle or without the correct written or electronic authorisation.

- 3.34 Delivery vehicles shall be accepted, weighed, recorded, discharged and be able to leave the Facility(s) in a time of not exceeding [20] minutes per vehicle. Measurement shall be from the recognition of the vehicle by the ANPR monitoring site access, to the time it is able to leave the site as measured by the outward weighbridge. Waiting on the approach roads outside or inside the site shall constitute “arrival at the site” if the standing is a result of the actions or inactions of the Contractor.
- 3.35 The Contractor shall provide traffic control and such assistance as is reasonably required to assist in the unloading of Contract Waste commensurate with the design and operation of the Facility(ies) and as specified within the relevant Method Statements.

### Third Party Waste

<p><b>SERVICE OUTPUTS – THIRD PARTY WASTE AND BENEFIT SHARING</b></p> <p><b>SO 3.5 The Contractor will share the benefits of Third Party Waste and any Energy Recovery with the Authority.</b></p>
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- 3.36 The Contractor shall be entitled to process Third Party Waste at the Facility(ies) with prior agreement of the Authority in order to take up spare capacity at the Facility(ies) over and above that required by the Authority, provided that:
- a) Contract Waste shall be accepted and treated in priority to Third Party Waste; and
  - b) Third Party Waste will not displace Contract Waste from the Facility(ies).
- 3.37 The Contractor shall prepare and shall agree an annual Third Party Waste Plan as part of the Services Method Statement. The Third Party Waste Plan shall:
- a) specify the forecast spare capacity at the Facility(ies) and identify the potential tonnage of Third Party Waste that will be accepted;
  - b) detail the financial benefit to the Authority arising from the acceptance and processing of Third Party Waste;



- c) include the procedures for the notification of the Authority of the quantity, source, nature, composition and calorific value of Third Party Waste accepted at the Facility(ies); and
- d) incorporate the Contractor’s approach to ensuring all reasonable endeavours are made to keep the Facility operating at maximum capacity, including the monitoring and management of the Authority’s waste in the event of a Guaranteed Minimum Tonnage shortfall as required under the Contract.

3.38 The Contractor shall implement and comply with the Third Party Waste Plan.

3.39 The Contractor shall be responsible for delivery of the standards and shared benefits arising from agreements contained in Schedule 5 Part 1, Ancillary Documents, of the Contract.

**Communication, Liaison and Public Relations**

<b>SERVICE OUTPUTS – COMMUNICATION, LIAISON AND PUBLIC RELATIONS</b>	
<b>SO 3.6</b>	<b>In respect of the Services, the Contractor will support the Authority to promote public waste awareness activities, responsibility and education.</b>
<b>SO 3.7</b>	<b>In respect of the Services, the Contractor will manage, respond to, and report on complaints and enquiries from the Authority or third parties.</b>

3.40 The Contractor shall develop and implement a Stakeholder Communication and Enquires and Complaints Plan that details its planned approach to stakeholder management, communication and community liaison including as a minimum the following activities:

- a) the Contractor shall provide as part of the Stakeholder Communication and Enquires and Complaints Plan a Waste Awareness and Education Plan, detailing how the Contractor will support the Authority’s work to raise public awareness of waste, issues and in accordance with the Contractor’s Method Statements and listed in Appendix E;



- b) Ensuring information is readily available to support the Authority's internal and external public relations activities in connection with the Services;
- c) Undertaking at least two public open days per year at the Site(s); and
- d) Include a Visitors Facility Plan to include;
  - i Approach to managing visitors
  - ii Staffing during visits
  - iii Health and Safety requirements for visitors

3.41 The Contractor will ensure the facilities for visitors are:

- a) available as a minimum five days a week, to include Saturdays, Sundays and bank holidays, but excluding Christmas Day, Boxing Day and New Years Day;
- b) free of charge to any Authority Related Party;
- c) maintained in good and workable condition at all times.

3.42 The Contractor shall develop and implement an Enquiries and Complaints Plan that sets out the procedures to follow for managing questions, complaints and disputes relating to the operation of the Facilities and the performance of the Services. As a minimum the Enquiries and Complaints Plan shall include the following actions and response times:

- a) The contractor shall notify the Authority's Representative of a complaint within [4 (four)] Business Hours received from a statutory body and [4 (four)] Business Hours from a member of the public.
- b) The Contractor shall, within [1 (one)] Business Day of a request from the Authority, provide information to support the Authority's internal and external public relations activities in connection with the performance of the Contract.
- c) The Contractor shall respond to correspondence from the Authority's officers and members and members of the public by ensuring that an acknowledgement of the correspondence is issued within five (5) Business Days and a full reply within [10 (ten)] Business days of receipt.

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- d) The Contractor shall complete all investigations of all complaints and issue a formal written report to the Authority within [10 (ten)] Business Days of the complaint being registered.
  - e) The Contractor shall investigate any enquiry from a statutory body and respond within [5 (five)] business days or within the Statutory Body’s requirement which ever is the shortest.
- 3.43 All publicity to include complaint responses, press releases and public relations in relation to the Solution will be jointly agreed prior to publication.
- 3.44 The Stakeholder Communication and Enquiries and Complaints Plan shall be submitted by the Contractor to the Authority as a Reviewable Item.
- 3.45 Following receipt of a complaint the Contractor shall take any necessary or appropriate corrective action in accordance with Good Industry Practice and/or the Contractor’s Enquiries and Complaints Plan.
- 3.46 The Contractor shall fully co-operate with and provide assistance and relevant information to the Authority and to the Commission for Local Administration (“the Ombudsman”) in enquiries or investigations carried out by or on behalf of the Ombudsman in matters of alleged maladministration or injustice or any other matters arising in connection with the provision of Services under this Contract.
- 3.47 The Contractor shall ensure a senior member of Personnel is available to provide a direct contact point for the Authority 24 hours a day throughout the Contract Period.
- 3.48 The Contractor shall participate in a formal liaison committee and a Stakeholder Liaison Group to the extent required by Schedule 18 of the Contract.
- 3.49 The Contractor shall attend quarterly meetings with the Authority and the Partners’ technical officers.
- 3.50 The Contractor shall keep the Authority apprised of all material issues relating to the provision of the Services at all times.

**Corporate Social Responsibility**

**SERVICE OUTPUTS – CORPORATE SOCIAL RESPONSIBILITY**

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**SO 3.8 The Contractor will develop and implement a Corporate Social Responsibility Plan for the Solution that exceeds statutory and regulatory requirements.**

- 3.51 The Contractor shall develop and implement a Corporate Social Responsibility Plan, to include but not limited to; good neighbour policies, which sets annual targets for environmental, economic and social improvements that the Contractor will undertake in relation to the operation of the Facility(ies), the performance of the Services, and its interaction with the local community.
- 3.52 The Corporate Social Responsibility Plan shall be published [Annually], setting out the current year’s targets and progress against the previous year’s targets.
- 3.53 The Corporate Social Responsibility Plan shall be submitted by the Contractor to the Authority as a Reviewable Item.
- 3.54 The Contractor’s approach to Corporate Social Responsibility shall:
  - a) Exceed all statutory and regulatory obligations;
  - b) Have regard to the Welsh Assembly Government’s and the relevant authority’s Corporate Social Responsibility objectives; and
  - c) As a minimum, address:
    - i. The waste hierarchy;
    - ii. The proximity principle, particularly with regard to the Contractor’s supply chain; and
    - iii. Local employment and sustainable employment practices.

**Value for Money and Continuous Improvement**

**SERVICE OUTPUTS – VALUE FOR MONEY AND CONTINUOUS IMPROVEMENT**

**SO 3.9 The Services will be operated to deliver Value for Money throughout the Contract Period.**



**SO 3.10 The Contractor will strive to Continuously Improve the Services throughout the Contract Period.**

- 3.55 The Contractor shall prepare and provide the Authority with a Continuous Improvement Plan, in accordance with the Contractor's Method Statements and listed in Appendix E, [3 (three)] months prior to Service Commencement Date.
- 3.56 The Contractor shall comply with requests for information, data or other assistance to enable the Authority to undertake and produce the annual Best Value Performance Plan, value for money reviews for the Authority's waste operations, the Authority's waste strategy and the Comprehensive Area Assessment or equivalent legislation. The work involved in assisting the Authority to produce these reports shall use information that is readily available to the Contractor and shall be provided within [10 (ten)] Business Days of receiving the request.
- 3.57 The Contractor shall review its operational practices and processes to identify ways to improve the efficiency of the Service and, where reasonably practical and economically advantageous to do so, shall implement updated practices and procedures. The Contractor shall report such identified and prepared improvements within the Monthly Service Report.



**Information and Reporting**

**SERVICE OUTPUTS – INFORMATION AND REPORTING**

**SO 3.11 The Contractor will keep the Authority fully informed of progress throughout the provision of the Services in accordance with the agreed reporting requirements.**

3.58 The Contractor shall provide an Information and Communication system that provides each Authority a method accessing all relevant contractor systems in real time providing input and output data in a structured format which enables the Partners to be able to manipulate and further interrogate the information

3.59 The Contractor shall

- a) ensure that all systems comprising the information management system shall be maintained in accordance with good industry practice, shall be capable of interfacing electronically with those of the Authority, shall be auditable and follow the principles of transparency; and
- b) permit the Authority and Authority’s Representative unfettered access to the information management system, on a real time industry standard machine readable format.

3.60 The Information Management System shall as a minimum, record the information required to produce all the reports required in paragraph 3.5, including:

- a) Waste delivery and disposal records;
- b) Plant performance;
- c) Performance monitoring data;
- d) Details of all Performance Standard Failures; and
- e) Details of any RIDDOR accidents.

3.61 The Contractor shall utilise a computerised data handling system which shall be electronically linked to the weighbridge and shall generate the weights of the Contract Waste and any Third Party Waste delivered without the need for manual input.

3.62 The Contractor shall inspect, monitor, weigh and electronically record, in relation to each Contract Waste and Third Party Waste load and vehicle entering or exiting the Site(s), information required for the purpose of meeting their obligation under the Contract and in support of the Authority's statutory reporting requirements including but not limited to:

- a) Date;
- b) Description of waste;
- c) Gross, tare (actual), and net weights;
- d) Disposal contractor number;
- e) Registered Contract Waste/Third Party Waste carrier number;
- f) Source/destination of waste/product/residue;
- g) Time of arrival/departure at weighbridge;
- h) Vehicle registration number;
- i) Driver name and reference number; and
- j) Site/Facility where the Contract Waste/Third Party Waste is deposited (where the Contractor is providing more than one Site/Facility).

3.63 In the event of breakdown at the weighbridge installation, a manual auditable recording system shall immediately be implemented and maintained in operation. Weighbridges (including any temporary replacement weighbridge facility) shall be calibrated and Certificated in accordance with the requirements of Trading Standards.

3.64 The Contractor shall issue a copy of the weighbridge ticket to each vehicle which transports Contract Waste and residues to or from the Facility(ies) and/or Site(s) and shall keep copies of such tickets for a period of seven years.

- 3.65 The Contractor shall prepare a Monthly Service Report and submit it to the Authority within [10 (ten)] Business Days following the end of each month during the Services Period. The Monthly Service Report shall set out all information required by the Authority to verify the performance of the Contractor and the Monthly Payment in respect of the Contract Month just ended. The Monthly Service Report should include but is not limited to the information contained in Appendix C.
- 3.66 The Contractor shall submit to the Authority, within 15 Business Days of the end of each Contract Year, a Draft Annual Services Report and within 3 Months of Year End a Final Annual Service Report on the performance and delivery of the Services for the previous Contract Year, in accordance with the Contractor's Method Statements and listed in Appendix E.
- 3.67 The Contractor shall ensure that the Annual Services Report includes all relevant information required to support the Authority's Best Value obligations and processes as detailed in the Best Value and Continuous Improvement Schedule.
- 3.68 The Contractor shall, upon a written request from the Authority, within [5 (five)] Business Days provide such written evidence or other supporting information as the Authority may reasonably require for verifying and auditing the information and other material contained in either the Monthly Service Report or the Annual Services Report. The Authority may make comments on and/or make objections to the written evidence, supporting information, Monthly Service Report or Annual Services Report and in such cases shall provide the Contractor with written comments and/or objections within [10 (ten)] Business Days of receipt of the evidence, information or Monthly Service Report or Annual Services Report as the case may be.

### **PR3.4 - Facilities and Contract Management**

#### **Planned Maintenance**

##### **SERVICE OUTPUTS – MAINTENANCE**

**SO 3.12 The Facility(ies) will be maintained in accordance with Good Industry Practice and to satisfy all applicable Legislation and Guidance to ensure continuous availability of the Services.**

- 3.69 The Contractor shall provide a Maintenance Plan and undertake Planned Maintenance which includes all maintenance of the Facility(ies) to comply with the manufacturer's requirements, Operating Manuals, Method Statements, agreed lifecycle replacement and to achieve the Works Quality Standards set out in Appendix A.
- 3.70 The Planned Maintenance shall be carried out in a safe manner to comply with Good Industry Practice, relevant Legislation and the relevant Method Statements at all times.
- 3.71 As part of the Planned Maintenance, the Contractor shall produce and issue to the Authority a detailed Annual Schedule of Planned Maintenance which shall be submitted to the Authority [4 (four)] months in advance of the Planned Service Commencement Date and subsequent anniversary. This shall include but not be limited to information relating to all implications arising from carrying out the proposed maintenance and all implications on the Authority's operations while the maintenance is in progress.
- 3.72 The Contractor shall supply a Monthly Schedule of Planned Maintenance for the following month which shall be submitted to the Authority [15 (fifteen)] Business Days before the end of each Contract Month. The Monthly Schedule of Planned Maintenance shall be consistent with the Annual Schedule of Planned Maintenance. The Monthly Schedule of Planned Maintenance shall include but not be limited to information relating to the upcoming maintenance for the following Contract Month and any implications arising from the previous Contract Month's Planned Maintenance.
- 3.73 The Contractor shall comply with the Monthly Schedule of Planned Maintenance and shall ensure that all maintenance identified within this Schedule is completed by the end of each Contract Month.

- 3.74 The Contractor's Planned Maintenance shall be consistent with the design philosophy and component life expectancy and shall be commensurate to maintaining the Facility(ies) to deliver the expected plant availability. This Service shall lead to a Facility(ies) with a Minimum Residual Life as specified in the Contractor's Method Statements.
- 3.75 The Contractor shall make provisions within the Annual and Monthly Schedules of Planned Maintenance to minimise any nuisance and environmental impact during the maintenance activities in order to ensure they do not constitute a nuisance during maintenance.
- 3.76 The contractor shall keep a full record of any unplanned maintenance and shall immediately notify the Authority and confirm in writing within [2 (two)] Business Days of any such maintenance which shall be carried out in accordance with the contingency plan.

### Quality Management System

#### **SERVICE OUTPUTS – QUALITY MANAGEMENT**

**SO 3.13 The Services will be performed in compliance with all applicable Legislation and Guidance, the Quality Management System, and Good Industry Practice.**

- 3.77 The Contractor shall implement a Quality Management System that is compliant with ISO9001 or equal at all times following the Services Commencement Date.
- 3.78 The Contractor shall appoint a quality manager who shall in respect of the Services:
- a) ensure the effective operation of and implementation of the Quality Management System;
  - b) audit the Quality Management System at regular intervals (and as a minimum every [ 6 (six)] Contract Months) and report the findings of such audit to the Contractor and the Authority;
  - c) audit any sub-contractor's Quality Management Systems, as a minimum every [6 (six)] Contract Months, to ensure the Contractor's



overall compliance with the Contract and report the findings of such audits to the sub-contractors and the Authority;

- d) review the Quality Management System at intervals agreed with the Authority to ensure their continued suitability and effectiveness;
- e) liaise with the Authority on all matters relating to quality assurance and;
- f) ensure service changes are implemented to take account of Good Industry Practice.

### **Environmental Management System**

3.79 The Contractor shall implement an Environmental Management System that is compliant with ISO14001 or equal at all times following the Services Commencement Date.

3.80 The Contractor shall appoint an environmental management manager who shall in respect of the Services:

- a) ensure the effective operation of and implementation of the aforementioned Environmental Management System;
- b) audit the Environmental Management System at regular intervals (and as a minimum every [6 (six)] Contract Months) and report the findings of such audit to the Contractor and the Authority;
- c) audit any sub-contractor's Environmental Management Systems, as a minimum every [6 (six)] Contract Months, to ensure the Contractor's overall compliance with the Contract and report the findings of such audits to the sub-contractor and the Authority;
- d) review the Environmental Management System at intervals agreed with the Authority to ensure its continued suitability and effectiveness; and
- e) liaise with the Authority on all matters relating to environmental management.

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## Resourcing

3.81 The Contractor shall employ sufficient Personnel to ensure that Services are provided at all times and in all respects. The Contractor shall ensure that a sufficient reserve of Personnel is available to meet all obligations during holidays and absences. The Contractor shall provide a Management Plan detailing the operational management structure to be provided and shall include identifying key personnel and Establishment list as set out in the Contractor's Method Statements and listed in Appendix E.

## Health and Safety

### **SERVICE OUTPUTS – HEALTH AND SAFETY**

**SO 3.14 The Services will be performed in accordance with health and safety Legislation and guidance throughout the Contract Period.**

3.82 The Contractor shall implement a Health and Safety Management System that is compliant with OHSAS 18001 or equal at all times following the Services Commencement Date.

3.83 The Contractor shall appoint a health and safety manager who shall in respect of the Services:

- a) ensure the effective operation of and implementation of the aforementioned Health and Safety Management System;
- b) audit the Health and Safety Management System at regular intervals (and as a minimum every [6 (six)] Contract Months) and report the findings of such audit to the Contractor and the Authority;
- c) audit any sub-contractor's Health and Safety Management Systems, as a minimum every [6 (six)] Contract Months, to ensure the Contractor's overall compliance with the Contract and report the findings of such audits to the sub-contractor and the Authority;
- d) review the Health and Safety Management System at intervals agreed with the Authority to ensure its continued suitability and effectiveness; and



- e) liaise with the Authority on all matters relating to health and safety management.

3.84 In carrying out the Services, the Contractor shall comply with applicable health and safety Legislation and requirements including but not limited to:

- a) report any incidents under RIDDOR to the Health and Safety Executive;
- b) manage their compliance with health and safety Legislation and obligations in relation to their provision of Services;
- c) provide all Personnel with the appropriate personal protective equipment;
- d) ensure that suitable first aid equipment is provided to all Personnel; and
- e) maintain accurate and up to date health and safety records and documentation and make these available for inspection by the Authority’s Representative or the Authority’s safety adviser when requested including COSHH manuals, Method Statements and risk assessments.

3.85 In the case of any accidents involving members of the public or any events that are reportable under RIDDOR, the Contractor shall provide details of the same to the Authority within [1 (one)] Business Days of each such occurrence.

3.86 The Contractor shall develop and maintain an appropriate and up-to-date health and safety induction programme for all Personnel, Authority Staff, Authority related parties and other third parties, to include but not limited to Site Rules and emergency procedures. The Contractor shall ensure that all personnel, Authority Staff, Authority related parties and other third parties have completed induction training.

**Fire Safety**

3.87 The Contractor shall carry out the Services in a manner which is consistent with the Fire Strategy for the Site(s) and facility(ies).

3.88 The Contractor shall continually review the risks of fire associated with the Facility(ies) including taking account of prevailing Good Industry Practice.

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- 3.89 The Contractor shall make any necessary changes to the Fire Strategy and propose Contractor changes to the relevant Method Statement to take account of prevailing Good Industry Practice.
- 3.90 The Contractor shall, on the occurrence of any fire, act in accordance with the Fire Strategy.
- 3.91 The Contractor shall provide the Authority with any information the Authority reasonably requests in relation to Personnel including but not limited to:
- a) the terms and conditions of employment;
  - b) the staff training programmes, policies and plans;
  - c) the training records;
  - d) the records of any unspent convictions;
  - e) the skills and competencies of Personnel; and
  - f) the number of Personnel employed.
- 3.92 The Contractor shall provide appropriate training, including Health and Safety, and local community sensitivity training, throughout all relevant tiers of the organisation and provide the Authority with a Annual Training Plan 12 months prior to Service Commencement Date and within 15 Business Days of Year End, in accordance with details set out in the List of Plans detailed in the Contractor's Method Statements and listed in Appendix E.
- 3.93 The Contractor shall develop and annually maintain, personnel procedures and policies covering all relevant matters including discipline, grievance, equal opportunities and health and safety. These procedures and policies shall comply with all relevant legislation and Good Industry Practice and shall be issued to the Authority once completed.
- 3.94 The Contactor shall notify all Personnel and potential Personnel of the requirement that they must disclose any convictions and shall notify the Authority of any convictions immediately. The Contractor shall provide copies of any unspent convictions to the Authority upon request.
- 3.95 The Contractor shall develop and maintain an appropriate and up-to-date induction programme for all Personnel and the Contractor shall ensure all new Personnel involved in the delivery of the Services undertake the induction programme prior to their commencement of work on the Site(s).

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3.96 The Contractor shall ensure that all Personnel engaged in the delivery of the Services, in addition to the induction programme, are at all times properly and adequately notified, trained and instructed and the information recorded within their personal training records (including if practicable by way of continuing professional development) with regard to:

- a) the task that the individual has to perform;
- b) the provisions of this Contract relevant to the duties to be performed;
- c) the standing instructions and procedures, where relevant, to the Services;
- d) relevant health and safety hazards, rules, policies and procedures concerning health and safety at work and all other mandatory and statutory requirements;
- e) fire precautions and fire procedures;
- f) the need for Personnel to show courtesy and consideration at all times; and
- g) improving energy and resource efficiency on the Facility(ies) in line with mandatory standards and performance improvement targets.

3.97 The Contractor shall ensure Personnel are properly dressed in appropriate uniforms and work wear (including protective clothing and footwear where required) and wear identification badges at all times while working in the Facility(ies).

**Signage**

3.98 The Facility(ies) and designated areas at the Site(s) shall have sufficient bi-lingual (English/Welsh), clear, visible and legible signage to safely direct Authorised Vehicles and visitors around the Site(s) (including signage for containers, storage areas, visitor facilities, and welfare facilities) and such signage shall be kept up to date and be reasonably free from damage.

**Transfer and Haulage**

**SERVICE OUTPUTS – TRANSPORT AND HAULAGE**

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**SO 3.15 Transport and haulage of Contract Waste, Products and Process Residues to or from the Facility(ies) will be performed in accordance with Legislation, environmental and sustainable good practice, and Good Industry Practice.**

3.99 The Contractor shall provide efficient and sustainable transport of Contract Waste, Products and Process Residues in accordance with applicable Legislation, applicable consents (including any planning consents), Waste Transport Plan, environmental and sustainable practice, and Good Industry Practice.

3.100 The Contractor shall maintain a Waste Transport Plan to address all activities involving the Contractor's modes of transport, vehicle fleet and associated traffic management arrangements (including signage) to and from the Site(s), and including proposed transport routes and the minimising of impacts on sensitive receptors.

3.101 Contract Waste, Products and Residues shall only be transported in enclosed containers or on netted/sheeted vehicles.

## Management of Products and Process Residues

### **SERVICE OUTPUTS – MANAGEMENT OF PRODUCTS AND PROCESS RESIDUES**

**SO 3.16 The Contractor will manage recycled and recovered Products in accordance with the requirements of this Authority's Requirements and the Contractor's Method Statements.**

**SO 3.17 The Contractor will manage Process Residues in accordance with the requirements of this Authority's Requirements and the Contractor's Method Statements.**

- 3.102 The Contractor shall prepare, maintain and implement a Marketing Plan which sets out the Contractor's policies and strategies with regard to the marketing and sale of Products. Demonstrating how the Contractor will provide contingency markets for products, proposal for sourcing new and replacement markets and procedures for ensuring value for money within the markets is maintained and approach to Market Testing and Benchmarking.
- 3.103 The Contractor shall provide the Authority with a Market Plan 12 months prior to the Service Commencement Date, as detailed in the Contractor's Method Statements and listed in Appendix E
- 3.104 The Products shall not be deemed to have been sold or delivered to an end user until such time as they are accepted by a third party processor or an end market.
- 3.105 Final disposal shall be provided for all Process Residues that cannot otherwise be Recycled, Composted or Recovered.
- 3.106 The Contractor shall ensure that adequate landfill capacity exists for all Process Residues for the term of the Contract.
- 3.107 The Contractor shall supply the Authority with full details of the landfill site(s) to be used and copies of Consents.
- 3.108 The Contractor shall agree with the Authority any proposed changes or substitution of landfill site(s) in accordance with the Contract, and update the Service Delivery Plan accordingly.

## PR4 SERVICE DE-MOBILISATION REQUIREMENTS

### Service De-Mobilisation Requirements

#### SERVICE OUTPUTS – SERVICE DE-MOBILISATION REQUIREMENTS

**SO 4.1 The Contractor will implement its Service De-Mobilisation Plan to provide a smooth transition of the Services to the Authority's new arrangements following expiry or early termination of the Contract.**

- 4.1 The Contractor shall ensure that a Service De-Mobilisation Plan is provided to outline the events leading up to the natural end/termination of the Services, including associated contracts at the expiry of the Contract Period or on an early termination of the Contract.
- 4.2 The Service De-Mobilisation Plan shall be reviewed and updated by the Contractor on an annual basis and any amendments which may be required shall be agreed by the Contractor with the Councils.
- 4.3 The Contractor shall provide and deliver a schedule of the elements of the Service that need to be provided to the Authority in order for the Authority to continue to undertake their functions and obligations.
- These will include any outstanding data and information to include but not limited to weighbridge tonnage, plant efficiency, BMW and landfill diversion, recycling performance, emissions and visitor centre visitor numbers data.
- 4.4 Within the Service De-Mobilisation Plan, the Contractor shall provide details of how they will accommodate either a ramp down or end to waste deliveries, including the final reporting of waste data for the facilities and secondary material markets.

**APPENDIX A – WORKS QUALITY STANDARDS**

<b>Structures and Buildings:</b>	i ii iii	Structurally sound , secure and weatherproof; Free from damage and deterioration; and Free from dirt, discolouration, extraneous growth, pests and vermin.
<b>Plant and Equipment:</b>	i ii iii iv	Function as intended and operates in accordance with the manufacturers requirements; Structurally sound, secure and weatherproof; Free from damage and deterioration; and Free from dirt, discolouration, extraneous growth, pests and vermin.
<b>Road/Hard Landscape:</b>	i ii iii iv v vi vii	All roads and car parking marks clearly visible; Have reasonably even and intact surfaces; Free from any damage; Free of deterioration which represents tripping hazards; Be maintained so as not to cause damage to any vehicles using the Facility(ies); Be kept reasonably free of snow, mud, waste and ice such that the Facility(ies) are safe to use; and Be approved as necessary by the relevant authorities.
<b>Fencing:</b>	i ii	Structurally sound, intact, secure and weatherproof; and Free from damage and deterioration.





## APPENDIX B – CONTENTS OF WORKS DELIVERY PLAN

The works Delivery Plan shall include:

- a) Overall Project Programme (As detailed in contractor Method Statement 1.1a)
- b) details of any sub-contractors and major suppliers including the extent of the sub-contract package;
- c) the tendering process and evaluation criteria when selecting sub-contractors for any aspect of works;
- d) methods for incentivising sub-contractor(s), to meet set dates for completion;
- e) construction works, including plant and equipment to be installed;
- f) proposals and policies for the use of local materials, labour and suppliers;
- g) availability of assignable warranties;
- h) specify planning and construction fall back and contingency arrangements;
- i) detailed Design Proposals – architecture, landscape and design features;
- j) design Development Procedure – architectural and engineering drawings for each Facility;
- k) design Contract Schedules and Specifications;
- l) supervision and quality management arrangements including certification;
- m) commissioning Tests and Ready for Use Criteria, including details of Independent Certifier(s);
- n) any phasing of construction to meet with a phased delivery of the Service; and
- o) Hand-back criteria for all facilities.

## APPENDIX C – MONTHLY SERVICE REPORT

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The Monthly Service Report should include but is not limited to:

- a) the status of any actions from the previous Monthly Service Report;
- b) details of all Contract Waste and Third Party Waste accepted by the Contractor including but not limited to:
  - i total tonnage of Contract Waste and Third Party Waste;
  - ii number of separate deliveries;
  - iii quantity of Contract Waste and Third Party Waste stored on Site(s) and the beginning and end of the relevant Contract Month;
  - iv quantity of Contract Waste and Third Party Waste treated;
  - v sources and types of Contract Waste and Third Party Waste;
  - and
  - vii number of vehicles and tonnage or estimated tonnage of Contract Waste rejected prior to discharge.
- c) details of all Contract Waste, Third Party Waste and process residues/recyclates removed from the Site(s) including but not limited to:
  - i total tonnage (broken down by type e.g. Contract Waste, Third Party Waste, ash, compost, processed, unprocessed, etc) of waste to landfill;
  - ii number of outgoing loads; and
  - iii destination;
- d) data and information required for the purpose of determining the Unitary Charge in accordance with the Payment Mechanism and including the relevant Monthly Service Report and invoicing requirements;
- e) details of any breaches of Legislation or Consents by the Contractor in relation to the provision of the Services;



- f) a statement of the status of all Consents and Environmental Permits and any applications for new or amended Consents and Environmental Permits;
- g) a statement of the reasons for any delay in the provision of the Service together with details of the actions and timetable to be taken to mitigate delays;
- h) a summary statement of any changes requested by the Authority or by the Contractor;
- i) details of any outstanding information required by the Authority and/or Contractor in connection with the Contract;
- j) details of each instance of the events or circumstances resulting in Non-Acceptance Deductions or Mileage Deductions or Performance Deductions;
- k) details of any complaints or enquiries received from the public and/or the Authority, along with a summary of the Contractor's actions or responses, and including response times;
- l) details of any health, safety or welfare related issues including any RIDDOR reportable incidents;
- m) details of any fires and the reasons for the fires' occurrence along with the Contractor's Method Statements to prevent reoccurrence;
- n) any relevant training initiatives undertaken or planned;
- o) details of any maintenance carried out; and
- p) Plant efficiency for the month calculated as both net plant efficiency and using the R1 WFD calculation methodology. To include the annual R1 reporting requirement if the month falls within the annual reporting requirement for stage 3 of the R1 application process for new and modified plant, or the R1 annual monitoring cycle period to report ongoing compliance with R1 (Briefing note: Qualifying for R1 status using the R1 energy efficiency formula Waste (England and Wales) Regulations 2011 Version 1 - August 2011) – Full details of the annual efficiency, applications, calculations and outcomes of the Environment Agency review.

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- q) any other matter reasonably required by the Authority in relation to the Project.
- r) results and interpretation of any 6 monthly bottom ash moisture analysis, combined with the weight of the bottom ash recorded at or near the time of sampling.

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## **APPENDIX D – REQUIRED RECEPTION TIMES FOR CONTRACT WASTE DELIVERED IN AUTHORISED VEHICLES TO THE DELIVERY POINT(S)**

The Contractor’s proposed Delivery Point for Contract Waste will be designed to provide access and tipping for all types/size of municipal collection vehicles including those detailed below:

- a) 3.5t – 7.5t Light goods vehicles
- b) 3.5t – 17t Mechanical sweepers
- c) 11t – 32t Refuse collection vehicles
- d) 44t GVW Trailer units (Excluding Articulated Tipping Vehicles)

The proportion of Contract Waste arriving and contained in refuse collection vehicles (RCVs) or bulk trailers will depend on the location of the Contractor’s proposed Delivery Point(s).

Prior to the Service Commencement Date, the Authority will provide to the Contractor a list of Authorised Vehicles with such information as is required for their proper identification. The Authority will notify the Contractor in a timely manner of any changes to the Authorised Vehicles during the services period.

As far as is practicable, the Authority shall consult with the Contractor in respect of any proposed changes in Authorised Vehicles where such changes mean the new vehicle is outside of the types listed above. Any such change will be managed by the Parties in accordance with [Schedule 21, Change Protocol].

The Contractor should note that the Partners are continually reviewing collection arrangements and some changes may be made to collection types and patterns during the Contract Period.

Authority: Caerphilly County Borough Council			
Source	Mode	Delivery Days	Delivery Times
Household Collections	RCVs and cage vehicles If no local Delivery Point, Bulk trailers and some RCVs	Mon - Fri	07:00-22:00
		Saturdays	07:00-20:00
HWRCs	Bulk trailers and/or hook loaders	Mon - Sun	Apr-Oct: 07:00-18:00 Oct-March 07:00-16:30
EXCEPTIONS	No requirement on Christmas Day and New Year’s Day		
Bank Holidays	For collections normally falling on Christmas Day, Boxing Day and New Year’s Day, collections may occur on adjacent weekends. HWRCs continue to operate except on Christmas Day and New Year’s Day.		

Authority: Cardiff Council			
Source	Mode	Delivery Days	Delivery Times
Household Collections	RCVs and cage vehicles if no local Delivery Point, Bulk trailers	Mon - Fri	14:00-22:00
HWRCs	Bulk trailers and/or hook loaders	Mon - Sun	BST 07:00-17:00 GMT 07:00-16:00
Commercial Waste	If no local Delivery Point, bulk trailers	Mon - Sun	07:00-22:00
EXCEPTIONS	No requirement on Christmas Day, Boxing Day and New Year’s Day		
Bank Holidays	Household collections are not made on BH Mondays: crews work Tues-Sat 14:00 hrs to 22:00 hrs during the week following. Commercial collections are not made on BH Mondays: crews work Tues-Sun 06:00 hrs to 22:00 hrs during the week following. HWRCs continue to operate except on Christmas Day and New Year’s Day. For collections normally falling on Christmas Day, Boxing Day and New Year’s Day, collections may occur on adjacent weekends.		

Authority: Newport County Borough Council			
Source	Mode	Delivery Days	Delivery Times
Household Collections	RCVs, cage vehicles, vans and mechanical sweepers. If no local Delivery Point, bulk trailers	Mon - Sat	07:00-16:30
HWRCs	Bulk trailers	Mon - Sun	BST 07:30-19:00. GMT 07:30-18:00
Commercial Waste	RCVs If no local Delivery Point, bulk trailers	Mon - Sat	07:00-16:30
<b>EXCEPTIONS</b>	Christmas Day, Boxing Day and New Year's Day		
Bank Holidays	Neither household nor commercial collections are made on Bank Holiday Mondays, Christmas Day or New Year's Day: crews work the adjacent Saturday / Sunday to catch up. HWRCs continue to operate except on Christmas Day, Boxing Day and New Year's Day.		

Authority: Vale of Glamorgan County Borough Council			
Source	Mode	Delivery Days	Delivery Times
Household Collections	RCVs and cage vehicles. If no local Delivery Point, bulk trailers	Mon - Friday	07:00-17:00 (07.00-18:00 for bulky)
HWRCs	Bulk trailers	Mon - Sun	BST 06:00-19:00 GMT 07:00-16:00
Commercial Waste	If no local Delivery Point, bulk trailers	Mon - Sun	07:00-22:00
EXCEPTIONS	No requirement on Christmas Day, Boxing Day and New Year's Day		
Bank Holidays	Household and Commercial collections are made on Bank Holidays with the exception of Christmas Day, Boxing Day and New Year's Day. For collections normally falling on Christmas Day and New Year's Day, collections may occur on adjacent weekends. HWRCs continue to operate except on Christmas day and New Year's Day.		





## APPENDIX E – LIST OF PLANS

Appendix E to the Authority’s requirements is a list of documents to be provided, reviewed and updated by the Contractor to the Partnership.

Notes to Appendix E:

1. Document Reference: Location of relevant clauses in the Authority’s Requirements.
2. Location of the Contractor’s Method Statements which relate to each plan.
3. Required by: the time by which the final version is required. Draft versions are required with the Final Tender Offer.
4. Frequency: frequency for issue and review.
5. Comment: Brief description of Plan - refer to specification for requirements and Contractor Method Statements for full requirements.
6. The Participant should provide any other not detailed but included in the contract documentation or any other plan reasonably required by the Authority.
7. All Plans shall be incorporated into the Contractors Health, Safety and Environmental Management System and shall be subject to annual (unless where specified) external audits to ensure they remain up to date and current.

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Document Title	(1) Plan reference to Authority's Requirements	(2) Contractor's Method Statements reference	(3) Required by	(4) Issue and Review Frequency	(5) Comment
Monthly Commissioning Progress Report	SO 2.3	MS 2.4	Within 5 Business Days after the end of each month	Issue: Monthly during commissioning  Review: monthly during commissioning	This is a simple report identifying progress against commissioning programme setting out successful completions and identifying any issues. The report will measure progress against programme and forthcoming commissioning tasks.
Monthly Service Report	SO 3.11	MS 4.10	Within 10 Business Days of the end of each month	Issue: Monthly	This report is identified in the Performance Measurement Framework, and will detail monthly facility performance and throughput data for valuation and client reporting. The Monthly Service Report should include but is not limited to: <ul style="list-style-type: none"> <li>a) the status of any actions from the previous Monthly Service Report;</li> <li>b) details of all Contract Waste and Third Party Waste accepted by the Contractor including but not limited to:               <ul style="list-style-type: none"> <li>i total tonnage of Contract Waste and</li> </ul> </li> </ul>



Document Title	(1) Plan reference to Authority’s Requirements	(2) Contractor’s Method Statements reference	(3) Required by	(4) Issue and Review Frequency	(5) Comment
					<p>Third Party Waste;</p> <ul style="list-style-type: none"> <li>ii number of separate deliveries;</li> <li>iii quantity of Contract Waste and Third Party Waste stored on Site(s) and the beginning and end of the relevant Contract Month;</li> <li>iv quantity of Contract Waste and Third Party Waste treated;</li> <li>v sources and types of Contract Waste and Third Party Waste;</li> <li>and</li> <li>vii number of vehicles and tonnage or estimated tonnage of Contract Waste rejected prior to discharge.</li> </ul> <p>c) details of all Contract Waste, Third Party Waste and process residues/recyclate removed from the Site(s) including but not limited to:</p> <ul style="list-style-type: none"> <li>i total tonnage (broken down by type e.g.</li> </ul>



Document Title	(1) Plan reference to Authority’s Requirements	(2) Contractor’s Method Statements reference	(3) Required by	(4) Issue and Review Frequency	(5) Comment
					<p>Contract Waste, Third Party Waste, ash, compost, processed, unprocessed, etc) of waste to landfill;</p> <ul style="list-style-type: none"> <li>ii number of outgoing loads; and</li> <li>iii destination;</li> </ul> <p>d) data and information required for the purpose of determining the Unitary Charge in accordance with the Payment Mechanism and including the relevant Monthly Service Report and invoicing requirements;</p> <p>e) details of any breaches of Legislation or Consents by the Contractor in relation to the provision of the Services;</p> <p>f) a statement of the status of all Consents and Environmental Permits and any applications for new or amended Consents and Environmental Permits;</p> <p>g) a statement of the reasons for any delay in the provision of the Service together with</p>



Document Title	(1) Plan reference to Authority’s Requirements	(2) Contractor’s Method Statements reference	(3) Required by	(4) Issue and Review Frequency	(5) Comment
					<p>details of the actions and timetable to be taken to mitigate delays;</p> <p>h) a summary statement of any changes requested by the Authority or by the Contractor;</p> <p>i) details of any outstanding information required by the Authority and/or Contractor in connection with the Contract;</p> <p>j) details of each instance of the events or circumstances resulting in Non-Acceptance Deductions or Mileage Deductions or Performance Deductions;</p> <p>k) details of any complaints or enquiries received from the public and/or the Authority, along with a summary of the Contractor’s actions or responses, and including response times;</p> <p>l) details of any health, safety or welfare related issues including any RIDDOR</p>



Document Title	(1) Plan reference to Authority’s Requirements	(2) Contractor’s Method Statements reference	(3) Required by	(4) Issue and Review Frequency	(5) Comment
					<p>reportable incidents;</p> <ul style="list-style-type: none"> <li>m) details of any fires and the reasons for the fires’ occurrence along with the Contractor’s Method Statements to prevent reoccurrence;</li> <li>n) any relevant training initiatives undertaken or planned;</li> <li>o) details of any maintenance carried out; and</li> <li>p) Plant efficiency for the month calculated as both net plant efficiency and using the R1 WFD calculation methodology. To include the annual R1 reporting requirement if the month falls within the annual reporting requirement for stage 3 of the R1 application process for new and modified plant, or the R1 annual monitoring cycle period to report ongoing compliance with R1 (Briefing note: Qualifying for R1 status using the R1 energy efficiency formula Waste (England and Wales) Regulations 2011 Version 1 - August</li> </ul>

Document Title	(1) Plan reference to Authority's Requirements	(2) Contractor's Method Statements reference	(3) Required by	(4) Issue and Review Frequency	(5) Comment
					2011) – Full details of the annual efficiency, applications, calculations and outcomes of the Environment Agency review; q) any other matter reasonably required by the Authority in relation to the Project. r) results and interpretation of any 6 monthly bottom ash moisture analysis, combined with the weight of the bottom ash recorded at or near the time of sampling.
Annual Service Report	SO 3.11	MS 4.10	Draft within 15 Business Days of the end of the Contract Year. Final within 3	Issue: Annual Review: not applicable	This report is a requirement in the Performance Framework and shall include the areas covered by the Monthly Service Report, provide a summary of statistics for the contract year passed, all relevant information required to support the Authority's Best Value obligations and processes as detailed in the Best Value and Continuous Improvement Schedule, plus any other relevant information, including that which has been requested in writing by the Councils. The Councils may comment on the draft report, and



Document Title	(1) Plan reference to Authority’s Requirements	(2) Contractor’s Method Statements reference	(3) Required by	(4) Issue and Review Frequency	(5) Comment
			months of end of Contract Year		provide a written response within 20 business days of its receipt. A final agreed version of the Annual Service Report will be received within 3 months of the end of the contract year.
Annual Training Plan	SO 3.14	MS 5.8	12 months before Service Commencement Date	Issue: Annual Review: Annual	Refer to MS 5.8 Annual Training Plan.
As Built Drawings	SO 1.7	MS 1.12	Within 1 Month following issue of the Acceptance Certificate	Single submission Review: Annual and update if any changes	Refer to MS 1.12 As Built Drawings.





Document Title	(1) Plan reference to Authority’s Requirements	(2) Contractor’s Method Statements reference	(3) Required by	(4) Issue and Review Frequency	(5) Comment
			e		
Commissioning Plan	SO 2.1 SO 2.2	MS 2.1	12 months before commencement of Testing and Commissioning	Single submission  Review: weekly during testing and commissioning Annual review and update if any changes	.Refer to MS 2.1 Commissioning requirements.
Stakeholder Communications Plan	SO 1.8 SO 3.6 SO 3.7	MS 4.7	3 months before commencement of Construction Works	Issue: Quarterly until end of first year operations, then Annual  Review: Annual	Refer to MS 4.7 Communications, Liaison and Public Relations.
Enquiries and	SO 1.8	MS 4.7	3 months	Issue: Quarterly	Refer to MS 4.7 Communications, Liaison and Public

Document Title	(1) Plan reference to Authority's Requirements	(2) Contractor's Method Statements reference	(3) Required by	(4) Issue and Review Frequency	(5) Comment
Complaints Plan	SO 3.6 SO 3.7		before commencement of Construction Works	until end of first year operations, then Annual Review: Annual	Relations.
Contingency Plan	SO 3.3	MS 3.7	12 months before Service Commencement Date	Issue: Annual Review: Annual or at any change	Refer to MS 3.8 Contingency.
Continuous Improvement Plan	SO 3.9 SO 3.10	MS 4.9	3 months before Service Commencement Date	Issue: Annual Review: Annual	Refer to MS 4.9 Continuous Improvement.

Document Title	(1) Plan reference to Authority's Requirements	(2) Contractor's Method Statements reference	(3) Required by	(4) Issue and Review Frequency	(5) Comment
Corporate Social Responsibility Plan	SO 3.8	MS 7.3	3 months before Service Commencement Date	Issue: Annual Review: Annual	Refer to MS 7.3 Corporate Social Responsibility.
Environmental Impact Control Plan.	SO 1.5 SO 3.2	MS 3.6	No later than 3 months before commencement of detailed design	Issue: Annually and 28 days following a breach of the Plan Review: Annually and 5 days following a breach of the Plan	Refer to MS 3.7 Environmental Management.
Fire and Emergency	SO 1.6 SO 3.14	MS 5.7	3 months before	Issue: Annual	Refer to MS 5.7 Fire Safety.



Document Title	(1) Plan reference to Authority’s Requirements	(2) Contractor’s Method Statements reference	(3) Required by	(4) Issue and Review Frequency	(5) Comment
Plan.			commencement of Construction Works	Review: Annual	
Disaster Recovery Plan	SO 3.3	MS 4.1	3 Months before Service Commencement	Issue: Annual Review: Annual or at any change	Refer to MS 4.1 Disaster Recovery.
Service De-Mobilisation Plan	SO 4.1	MS 6.1	Key Principals submitted with Service offer. Final Service De-	Single submission as draft then final	Refer to MS 6.1 The Service De-Mobilisation Plan.



Document Title	(1) Plan reference to Authority’s Requirements	(2) Contractor’s Method Statements reference	(3) Required by	(4) Issue and Review Frequency	(5) Comment
			Mobilisation Plan no later than one year following Service Commencement		
Health and Safety Plan	SO 1.6 SO 2.4 SO 3.14	MS 1.9 MS 2.5 MS 5.6	No later than 3 months before commencement of Construction Works	Issue: Annual  Review: Annual	Refer to MS 1.9 Works Health and Safety for the Works component of the Health and Safety plan. Refer to MS 2.4 Commissioning Health and Safety. Refer to MS 5.6 Health and Safety.
Maintenance	SO 3.12	MS 5.4	3 months	Issue: Annual	Refer to MS 5.4 Maintenance.



Document Title	(1) Plan reference to Authority’s Requirements	(2) Contractor’s Method Statements reference	(3) Required by	(4) Issue and Review Frequency	(5) Comment
Plan			before Service Commencement	Review: Annual or at any change	
Schedule of Planned Maintenance	SO 3.12	MS 5.4	Within 15 business days after the end of the month	Issue; Monthly Review; not applicable	Refer to MS 5.4 Maintenance.
Management Plan	SO 3.13	MS 5.8	3 months after Award of Contract	Issue; Annual Review; Annual or at any change	Refer to MS 5.8 Resourcing.
Establishment List	SO 3.13	MS 5.8	Within 3 months of service commencement	Issue: Annual Review: Annual	Refer to MS 5.8 Resourcing.



Document Title	(1) Plan reference to Authority’s Requirements	(2) Contractor’s Method Statements reference	(3) Required by	(4) Issue and Review Frequency	(5) Comment
			ement		
Market Plan	SO 3.17	MS 5.10	12 months before Service Commencement	Issue: Annual Review: Quarterly	Refer to MS 5.10 Management of Products and Residue.
Operation Manual	SO 1.7	MS 1.12	3 months before Service Commencement	Issue; Annual Review; Annual	Refer to MS 1.12 As Built Drawings and Manuals.
Planning/Permitting/Permissions Schedule	SO 1.4	MS 1.7	Within 8 weeks of Award of Contract	Single submission or when changed Review: Monthly against schedule until permissions	Refer to MS 1.7 Planning and Permitting.

Document Title	(1) Plan reference to Authority's Requirements	(2) Contractor's Method Statements reference	(3) Required by	(4) Issue and Review Frequency	(5) Comment
				achieved	
Risk Assessments, (including Control of Substances Hazardous to Health Register, Method Statements and Safe Systems of Work)	SO 1.6	MS 1.9 MS 1.12 MS 2.5 MS 5.1 MS 5.6 MS 5.7	No later than 3 months before commencement of Construction Works	Issue: Annual  Review: Quarterly	Risk Assessments form part of the Quality and Environmental Management Systems and H&S system. The Contractor shall continually review its Risk Assessments, Control of Substances Hazardous to Health Register, Method Statements and Safe Systems of Work, taking account of latest practices and guidance.  Risk Assessments are required as part of the following MSs: MS 1.9 MS 1.12 MS 2.5 MS 5.1 MS 5.6 MS 5.7
Sustainability and Carbon	SO 3.1	MS 3.5	Within 3 months	Issue: Annual	Refer to MS 3.5 Sustainability and Carbon Management.



Document Title	(1) Plan reference to Authority's Requirements	(2) Contractor's Method Statements reference	(3) Required by	(4) Issue and Review Frequency	(5) Comment
Management Plan			of Award of Contract	Review: Annual	
Service Mobilisation and Transition Plan	SO 2.1	MS 2.2	Within 3 months of Award of Contract	Single submission Review: Monthly during mobilisation and transition period	Refer to MS 2.2 Service Mobilisation and Transition.
Third Party Waste Plan	SO 3.5	MS 4.6	Within 3 months of Award of Contract	Issue: Annual Review: Annual	Refer to MS 4.6 Third Party Waste and Benefit Sharing.
Transport Plan	SO 3.15	MS 5.9	Within 3 months of Award of	Issue: Annual Review: Annual	Refer to MS 5.9 Transport and Haulage.

Document Title	(1) Plan reference to Authority's Requirements	(2) Contractor's Method Statements reference	(3) Required by	(4) Issue and Review Frequency	(5) Comment
			Contract		
Waste Acceptance Plan	SO 3.4	MS 4.2	6 months before Service Commencement	Issue: Annual Review: Annual	Refer to MS 4.2 Receipt of Contract Waste.
Waste Awareness and Education Plan	SO 3.6	MS 4.7	3 months before Service Commencement	Issue: Annual Review: Annual	Refer to MS 4.7 Communications, Liaison and Public Relations.
Works Delivery Plans	SO 1.1	MS 1.2	Within 3 months of Award of Contract	Single submission Review: monthly during works development	Refer to MS 1.2 Works Delivery Plans.

## APPENDIX F - DEFINITIONS

The following definitions are used in the Contract and also referred to in this Schedule. Please note that some of the following definitions may be subject to change as the WIDP Residual Waste Treatment Contract is developed and alignment with the terms of the Contract.

<b>Acceptance Test Certificate</b>	means a certificate issued by the Independent Certifier that the Acceptance Tests have been satisfied;
<b>Acceptance Tests</b>	means the Tests so described in {Schedule 11 (Tests)} of this Contract;
<b>Advanced Enabling Works</b>	Preliminary works required in advance of the main works period in order to make the site suitable for the main works phase. Such activities may include but are not limited to demolition, site decontamination, creation of access ramps, haul roads, cut and fill activities, moving of utilities connections;
<b>Adjoining Property</b>	means any land and/or property adjoining or in the neighbourhood of the Site(s) and each and every part thereof including all conduits, roads, footpaths, walls, fences, buildings and other erections and all service media and other apparatus on, under or within such land and/or property;
<b>All Waste Facility Outputs</b>	All material outputs from the facilities including but not limited to front end rejects (whether 3rd Party Waste or Contract Waste derived, but excluding Ad-hoc Waste), Air Pollution Control Residues (APCR), Incinerator Bottom Ash (IBA) and Metals;
<b>Annual Schedule of Planned Maintenance</b>	means the schedule to be submitted by the Contractor on an annual basis containing the information prescribed in PR3.4 Planned Maintenance;
<b>Annual Services Report</b>	has the meaning given to it in Schedule 15 (Continuous Improvement) of this Contract;
<b>As Built Drawings</b>	means drawings, technical information, models, operation and maintenance manuals to encompass the method of construction, manufacture, operation and maintenance of

	each element of a Facility in sufficient detail to allow a competent person to understand all material elements of the construction of the Facility and to maintain, dismantle, reassemble, adjust and operate all plant and equipment forming the same;
<b>Assets</b>	<p>means all assets and rights to enable the Authority or a successor contractor to own, operate and maintain the Project in accordance with this Contract including:</p> <ul style="list-style-type: none"> <li>(a) any land or buildings (including the Facility);</li> <li>(b) any plant, machinery or equipment;</li> <li>(c) any books and records (including operating and maintenance manuals, the Operating Manual, health and safety manuals, documents maintained in accordance with the Site Waste Management Plans Regulations 2008, as built drawings and other know how);</li> <li>(d) any spare parts, tools and other assets (together with any warranties in respect of assets being transferred);</li> <li>(e) any revenues and any other contractual rights (including the novation of Off Take and Third Party Waste Contracts);</li> <li>(f) any intellectual property rights;</li> <li>(g) subject to clause 80.7 any Consents; and</li> <li>(h) where termination occurs pursuant to paragraph 3.5 of Schedule 26 (Planning) [or paragraph 11.1.5 of Schedule 27 (Approach to Permit Risk)], all documents, letters and instructions and enclosures to and opinions of Leading Counsel or the Contractor's consultants relating to any Planning Application, Environmental Permit, Planning Permission, Proceedings or Permit Proceedings;</li> </ul>
<b>Authorised Vehicle</b>	means the vehicles delivering Contract Waste to the Site(s) [or the Contingency Delivery Point] which the Authority has provided notification of to the Contractor for the delivery of Contract Waste in accordance with this Contract;

<b>Authority</b>	{The Lead Contracting Authority} [confirmed during dialogue]
<b>Authority Related Party</b>	means any of the following: a) an officer, servant, employee or agent of the Authority acting in that capacity; b) any contractor or sub-contractor of the Authority of any tier (for the avoidance of doubt any Partner) and their directors, officers, servants, employees or agents acting in that capacity; but excluding in any case the Contractor and any Contractor Related Parties;
<b>Authority's Representative</b>	means the representative appointed by the Authority pursuant to Clause 9.1 (Representatives of the Authority);
<b>Authority Staff</b>	means individuals employed by the Authority
<b>BH</b>	means Bank Holiday;
<b>Biodegradable Municipal Waste</b>	has the meaning given to it in the Landfill Allowance Scheme (LAS) Regulations (Wales) 2004 and also referred to as " <b>BMW</b> ";
<b>BMW Diversion Target</b>	means the Contractors Guaranteed Tonnage of BMW to Landfill that does not exceed the Partnerships' Maximum allowable Tonnage of BMW to Landfill ( 10 % of the Contract Waste).
<b>BREEAM</b>	means Building Research Establishment Environmental Assessment Method;
<b>Business Day</b>	means a day (other than a Saturday or Sunday) on which banks are open for domestic business in the City of London;
<b>Business Hours</b>	Means the agreed operational hours that the Waste Treatment Facility is available to accept waste
<b>CA Site</b>	means HWRC;
<b>Commencement Date</b>	means the date of this Contract;
<b>Commercial Waste</b>	has the meaning given in Section 75(7) of the EPA;
<b>Commissioning Period</b>	means the period between the Readiness Date and the Services Commencement Date;
<b>Commissioning Programme</b>	means the programme for the carrying out of the Commissioning as contained in {Schedule 3 (Contractor's Method Statements)} of this

	Contract;
<b>Composted</b>	has the meaning given to it by the Welsh Assembly Government and 'Compost' and 'Composting' shall be construed accordingly. The Project will endeavour to update Participants as on any amendments as soon as it is in a position to do so;
<b>Consents</b>	means all permissions, consents, approvals, certificates, permits, licenses and authorisations of a Relevant Authority required for the performance of any of the Contractor's obligations under this Contract including for the avoidance of doubt: a) all Environmental Permits; b) all Planning Permissions; and c) all Planning Obligations;
<b>Construction Programme</b>	means the programme for the carrying out of the Works as contained in Part 3 (Construction Programme) of Schedule 3 (Contractor's Method Statements) of this Contract;
<b>Contingency Delivery Point</b>	means the point of discharge of Contract Waste in accordance with the Contingency Plan;
<b>Contingency Plans</b>	means the contingency arrangements forming part of the Contractor's Method Statements (Schedule 3);
<b>Contract Month</b>	means each successive calendar Month in a Contract Year;
<b>Contract Period</b>	means the period from and including the Commencement Date to the Expiry Date, or if earlier, the Termination Date;
<b>Contract Waste</b>	means all Municipal Waste arising from time to time in the Partnership's Administrative Area and delivered to the Contractor by or on behalf of the Authority. For the avoidance of doubt, Contract Waste does not include Third Party Waste

<b>Contract Year</b>	means a period of twelve (12) months commencing on 1 April, provided that: <ul style="list-style-type: none"> <li>a) the first Contract Year shall be the period commencing on the Commencement Date and ending on the day immediately following 31 March; and</li> <li>b) the final Contract Year shall be the period commencing on 1 April immediately preceding the last day of this Contract Period and ending on that day;</li> </ul>
<b>Contractor</b>	{insert name of project company};
<b>Contractor Materials</b>	means all or any programmes, software, code, databases, data materials, works (whether literary, artistic or otherwise), know how and/or information which are used from time to time by the Contractor and/or any Contractor Related Party or are otherwise relevant to the maintenance, management, provision, replacement, carrying out and operation of the relevant Facility and/or the Service;
<b>Contractor's Guaranteed Tonnage of BMW to Landfill</b>	means the Contractor's Guaranteed Maximum Tonnage of BMW sent to Landfill expressed as a % content of the BMW content of the total Contract Waste (as provided in Appendix 4, column reference "N").
<b>Contractor's Guaranteed Tonnage of Contract Waste to Landfill</b>	means the Contractor's Guaranteed Tonnage of Contract Waste sent to Landfill expressed as a % of the total Contract Waste (as provided in Appendix 4, column reference "C").
<b>Corporate Social Responsibility Plan</b>	means the plan forming part of the Contractor's Method Statements developed in compliance with the requirements prescribed in [PR3.3] Corporate Social Responsibility;
<b>COSHH</b>	means Control Of Substances Hazardous to Health Regulations 2002;
<b>Delivery Point</b>	means the delivery point to which the [Partners] (or its or their sub-contractors) will deliver Contract Waste as set out in the Waste Acceptance Plan
<b>Enquiries and Complaints Plan</b>	means the plan forming part of the Contractor's Method Statements developed in compliance



	with the requirements prescribed in [PR1] Communication, Liaison and Public Relations and in [PR3.3] Communication, Liaison and Public Relations;
<b>Environmental Impact Control Plan</b>	means the plan forming part of the Contractor’s Method Statements to be developed by the Contractor in accordance with PR3.2 Impact on the Local Environment;
<b>Environmental Management System</b>	means the system prescribed in PR1 Environmental Management System and PR3.4 Environmental Management System;
<b>Environmental Permit</b>	means the permit required and issued by the Permitting Authority pursuant to the Environmental Permitting Regulations in respect of the Facility;
<b>EPA</b>	means the Environmental Protection Act 1990;
<b>Equipment</b>	means all moveable plant and equipment [to be provided and maintained by the Contractor in order to comply with its obligations under this Contract;
<b>EU</b>	means the European Union;
<b>Expiry Date</b>	means the 25th (twenty-fifth) anniversary of the Planned Services Commencement Date or as extended in accordance with Clause 3.3 (Option to Extend this Contract Period of this Contract);
<b>Facility</b>	means [specify the treatment facilities] and all supporting infrastructure including associated plant and amenities to be designed, constructed, tested and commissioned pursuant to this Contract and “Facilities” shall be interpreted accordingly;
<b>Fire Strategy</b>	means the plan developed in compliance with the requirements prescribed in PR3.4 Fire Strategy;
<b>Front End Rejects</b>	Contract Waste that is unable to be processed within the Facility
<b>Good Industry Practice</b>	means that degree of skill, care, prudence and foresight and operating practice which would reasonably and ordinarily be expected from time to time of a skilled and experienced operator (engaged in the same type of undertaking as



	that of the Contractor) or Construction Sub-Contractor or Operating Sub-Contractor or any sub-contractor under the same or similar circumstances;
<b>GVW</b>	means Gross Vehicle Weight;
<b>Service De-Mobilisation Plan</b>	means the plan forming part of the Contractor's Method Statements to be developed by the Contractor in accordance with PR4 Service De-Mobilisation Requirements;
<b>Health and Safety Management System</b>	means the system prescribed in PR1 Health and Safety Management System and PR3.4 Health and Safety Management System;
<b>Household Waste</b>	has the meaning attributed to it in Section 75(5) and Section 89 of the EPA and Schedules 1 and 2 of the Controlled Waste Regulations 1992;
<b>HWRCs</b>	means Household Waste and Recycling Centres;
<b>Incinerator Bottom Ash (IBA) Recycling</b>	IBA is considered recycled where it meets an approved product standard/end of waste criteria or a specific customer specification for reusing the material as a replacement to raw materials, IBA derived material is not considered recycled if it is disposed of or it is stored indefinitely without prospect of use.
<b>Independent Certifier</b>	means the person appointed jointly by the Authority and the Contractor to act as independent certifier to the Project in accordance with the Independent Certifier's Deed of Appointment;
<b>Information Management System</b>	means the system developed and forming part of the Contractor's Method Statements in compliance with the requirements prescribed in PR3.3 Information and Reporting;
<b>Legislation</b>	means: <ol style="list-style-type: none"> <li>a) any Act of Parliament or subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978;</li> <li>b) any exercise of the Royal Prerogative; and</li> <li>c) any enforceable community right within the meaning of Section 2 of the European Communities Act 1972,</li> </ol>

	in each case in the United Kingdom
<b>Liason Committee</b>	has the meaning given to it in paragraph 1 of Schedule 18 (Liason Committee);
<b>Marketing Plan</b>	means the plan forming part of the Contractor's Method Statements developed in compliance with the requirements prescribed in PR3.4 Management of Products and Residues;
<b>Method Statements</b>	means the methods used by the Contractor to deliver the Project to satisfy the Authority's Requirements, as set out in {Schedule 3 (Contractor's Method Statements)} of this Contract;
<b>Mileage Deductions</b>	means the amount calculated in accordance with paragraph 7 of Schedule 4 (Payment Mechanism);
<b>Minimum Residual Life</b>	means the minimum operational life expectancy of the Facility without major replacement from the Expiry Date as specified in the Contractor's Method Statements;
<b>Month</b>	means any month in a Contract Year provided that: <ul style="list-style-type: none"> <li>a) the first Contract Month shall commence on the Commencement Date and end on the last day of the month in which the Commencement Date occurs; and</li> <li>b) the last Contract Month shall begin on the first day of the month in which the last day of this Contract Periods occurs and end on that day,</li> </ul> and the term Months shall be construed accordingly;
<b>Monthly Commissioning Progress Report</b>	means the report to be submitted by or on a monthly basis containing the information prescribed in PR2 Commissioning Period Reporting;
<b>Monthly Construction Progress Report</b>	means the report to be submitted by the Contractor to the Authority on a monthly basis containing the information prescribed in PR1 Construction Phase Reporting;
<b>Monthly Payment</b>	has the meaning given to it in Schedule 4 (Payment Mechanism);

<b>Monthly Schedule of Planned Maintenance</b>	means the schedule to be submitted by the Contractor to the Authority on a monthly basis containing the information prescribed in PR3.4 Planned Maintenance;
<b>Monthly Service Report</b>	means the report to be submitted by the Contractor to the Authority on a monthly basis containing the information prescribed in PR3.3 Information and Reporting;
<b>MSW Diversion Target</b>	means The Contractors Guaranteed Tonnage of Contract Waste to Landfill that does not exceed the Partnerships' Maximum allowable Tonnage of Contract Waste to Landfill ( 15 % of the Contract Waste).
<b>Municipal Waste</b>	means all Waste which by virtue of Legislation a local authority has a statutory duty or power to collect, including (without limitation) Household Waste, Commercial Waste, fly tipped waste and street cleansing arisings (and, in relation to Commercial Waste, which it does in fact collect);
<b>Non Authorised Vehicle Acceptance Procedure</b>	means the agreed procedure developed by the Contractor for the processing of Authority vehicles which are not Authorised Vehicles;
<b>Non-Acceptance Deduction</b>	means the deduction calculated in accordance with paragraph 8 of Schedule 4 (Payment Mechanism);
<b>Non Conforming Waste</b>	Means waste which cannot be processed and its nature means it requires quarantining
<b>Opening Hours</b>	means the specified hours of operation of each relevant Facility set out in {Part 2 (Method Statements) of Schedule 3 (Contractor's Method Statements)} of this Contract;
<b>Operating Manual</b>	has the meaning given to it in {Clause 28.1 (Maintenance of Manual)} of this Contract;
<b>Partnership</b>	Caerphilly County Borough Council ("Caerphilly CBC"), the County Council of the City and County of Cardiff ("Cardiff Council"), Monmouthshire County Council ("Monmouthshire CC"), Newport City Council ("Newport CC") and the Vale of Glamorgan Council (the "Vale of Glamorgan") (and each individually a "Partner") and for the avoidance of

	any doubt, the Partnership is neither a legal partnership nor a legal entity in its own right.
<b>Partnership's Maximum Tonnage of BMW to Landfill</b>	Means the maximum total tonnage BMW content of Contract Waste sent to landfill
<b>Party</b>	means a party to this Contract and 'Parties' shall be construed accordingly;
<b>Payment Mechanism</b>	means the payment mechanism set out in Schedule 4 (Payment Mechanism);
<b>Performance Deductions</b>	has the meaning given to it in Schedule 4 (Payment Mechanism) of this Contract;
<b>Performance Measurement Framework</b>	means the framework prescribed in part [ ] of this Schedule 2 (Authority's Requirements);
<b>Performance Requirements (PR)</b>	means each performance requirement as set out in this Schedule 2 (Authority's Requirements);
<b>Performance Failures</b>	has the meaning given to it in part [ ] of this Schedule 2 (Authority's Requirements);
<b>Performance Standards</b>	means the standards set out at [ ] of Part B (Performance Measurement Framework) of Schedule 2 (Authority's Requirements);
<b>Personnel</b>	means the employees, servants, agents, sub-contractors or other representatives, of the Contractor, or of any Sub-Contractor, involved directly, or indirectly, in the provision of the Service;
<b>Planned Maintenance</b>	means the maintenance of the Facility(ies) prescribed in PR3.4 Planned Maintenance from time to time;
<b>Planned Readiness Date</b>	means [fixed date] or as adjusted in accordance with the terms of this Contract;
<b>Planned Service Commencement Date</b>	means 1 April 2016 or as adjusted in accordance with the terms of this Contract;
<b>Process Residues</b>	means the outputs from the treatment process that can not be recovered, recycled or composted;
<b>Products</b>	means the outputs from the Facility(ies) including Recycled, Composted and Recovered Products but excluding the Process Residues;
<b>Project</b>	means the provision of waste management services to the Authority by the Contractor as contemplated by this Contract including the carrying out of the Works and the provision of

	the Services;
<b>Quality Management System</b>	means the system prescribed in PR1 Quality Management System and PR3.4 Quality Management System;
<b>RCVs</b>	means refuse collection vehicles
<b>Readiness Date</b>	means in respect of a Facility the date on which the Readiness Test Certificate is issued in respect of that Facility or in the event of referral for determination under the Dispute Resolution Procedure pursuant to {Clause 21.4.1 of this Contract} the date upon which it is determined that the Facility passed the Readiness Tests;
<b>Readiness Tests</b>	means the Tests so described in {Schedule 11 (Tests)} of this Contract;
<b>Readiness Test Certificate</b>	means a certificate issued by the Independent Certifier that the Readiness Tests have been satisfied;
<b>Recovered</b>	has the meaning given to it by the Welsh Assembly Government and 'Recover' and 'Recovering' shall be construed accordingly. The Project will endeavour to update Participants as on any amendments as soon as it is in a position to do so;
<b>Recovery Target</b>	has the meaning given to it in {Schedule 4 (Payment Mechanism)} of this Contract
<b>Recycled</b>	has the meaning given to it by the Welsh Assembly Government and 'Recycle' and 'Recycling' shall be construed accordingly. The Project will endeavour to update Participants as on any amendments as soon as it is in a position to do so;
<b>Recycling Target</b>	has the meaning given to it in {Schedule 4 (Payment Mechanism)} of this Contract
<b>Reviewable Item</b>	means Reviewable Design Data
<b>Review Procedure</b>	means the procedure set out in Schedule 9 (Review Procedure);
<b>Reviewable Design Data</b>	means the items of Design Data listed in the Appendix to the Review Procedure (Schedule 9) of this Contract;
<b>RIDDOR</b>	means Reporting of Injuries, Diseases and

	Dangerous Occurrences Regulations 1995;
<b>Service Commencement</b>	means the commencement of the Services;
<b>Service Delivery Plan</b>	means the plans set out in Part 2 of Schedule 3 (Contractor’s Method Statements)
<b>Service Outputs (SO)</b>	means Performance Standards;
<b>Services</b>	means the whole of the services or any of them to be provided by the Contractor pursuant to this Contract which are necessary for the Contractor to undertake in order to comply with the Service Requirements, the Services Method Statements and the other provisions of this Contract;
<b>Services Commencement Date</b>	means the date on which Service Commencement occurs in accordance with Clause 21.1.3 (Completion of the Works) of this Contract;
<b>Services Method Statement</b>	means the proposals for the method of providing the Services to satisfy the Service Requirements forming part of the Contractor’s Method Statements and set out in {Part 2 of Schedule 3} of this Contract;
<b>Services Period</b>	means the period specified in {Clause 3.2 (Commencement and Duration)} of this Contract;
<b>Site Waste Management Plan</b>	means the documents maintained in accordance with the Waste (Wales) Measure 2010;
<b>Site(s)</b>	means the area edged [red] on the relevant Site Plan together with the Facility [and the service ducts and media for all utilities and services serving the Facility];
<b>Solution</b>	means the solution submitted by the Contractor through the Competitive Dialogue Procedure in response to the procurement documentation;
<b>Stakeholder Communication Plan</b>	means the plan forming part of the Contractor’s Method Statements developed in compliance with the requirements prescribed in PR1 Communication, Liaison and Public Relations and in PR3.3 Communication, Liaison and Public Relations;
<b>TAN 12 Design</b>	means the Welsh Assembly Government’s Technical Advice Note 12: Design;
<b>Target Processed Landfill Tonnage</b>	means the Contractors Guaranteed Maximum



	Processed Landfill Tonnage target (% of Contract Waste) (as provided in Appendix 4, column reference "F");
<b>Target Unprocessed Landfill Tonnage</b>	means the Contractors Guaranteed Maximum Unprocessed Landfill Tonnage target (% of Contract Waste) (as provided in Appendix 4, column reference "G");
<b>Termination Date</b>	means any date of early termination of this Contract in accordance with {Part XII (Termination and Compensation on Termination)} of this Contract;
<b>Testing and Commissioning Plan</b>	means the plan developed from the Outline Commissioning Plan and forming part of the Contractor's Method Statements developed in compliance with the requirements prescribed in PR2 Commissioning;
<b>Third Party Waste</b>	means all waste received at the Facility other than Contract Waste;
<b>Third Party Waste Plan</b>	means the plan forming part of the Contractor's Method Statements developed in compliance with the requirements prescribed in PR3.3 Third Party Waste;
<b>Unitary Charge</b>	means the payment calculated in accordance with Schedule 4 (Payment Mechanism);
<b>Waste</b>	has the meaning ascribed to it in Section 75 of the EPA;
<b>Waste Transport Plan</b>	means the plan forming part of the Contractor's Method Statements developed in compliance with the requirements prescribed in PR3.4 Transfer and Haulage;
<b>Works</b>	means all of the works (including design and works necessary for obtaining access to the Site(s), commissioning and conduct of the Tests) to be undertaken in accordance with this Contract in accordance with the Works Requirements, Commissioning Requirements and the Works Method Statements;
<b>Works Method Statements</b>	means the proposals for the method of carrying out the Works to satisfy the Works Requirements forming part of the Contractor's Method Statements and set out in {Part I of



	Schedule 3 (Contractor's Method Statements)} of this Contract.
<b>Works Period</b>	means the period from the Commencement Date to the Services Commencement Date;
<b>Works Quality Standards</b>	means the standards prescribed in Appendix A of Schedule 2 (Authority's Requirements).





## APPENDIX 6 – PART 2 – PERFORMANCE FRAMEWORK

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## Section 1.01 Principles of the Performance Framework

### Introduction

- 1.1 This document sets out the Performance Framework, against which the delivery of the Services by the Contractor will be measured. The Services will be monitored against the Key Targets and Performance Standards set out in Table 8 and Table 9 which reflect the requirements of the Services to be provided as detailed within the Authority's Requirements and Contractor Proposals.
- 1.2 If the Contractor fails to meet any of the Key Targets and Performance Standards (a 'Performance Failure') as detailed in Table 8 and Table 9 then the Partnership will be entitled to a remedy. The Framework uses a combination of Notices, Performance Deductions and Performance Failure Points. The issue of Notices may ultimately lead to Termination of the Contract.
- 1.3 The Performance Framework will apply in full from the Services Commencement Date to the earlier of the Termination Date or the Expiry Date. Paragraphs 1.24 and 1.25 set out how the Performance Framework also applies during the Commissioning Period.
- 1.4 The Performance Framework is structured to apply to Key Targets and Performance Standards. Key Targets are managed using a system of Notices for non performance. The Performance Standards are managed by a point system giving rise to a system of Notices, and by Performance Deductions, as calculated by paragraph 6 of the Payment Mechanism. All monetary deductions or non payments arising from the Performance Framework are applied through the Payment Mechanism.
- 1.5 A general principle of the Performance Framework is that where one or more Performance Standards may apply to a particular Performance Failure, then only a single application of Performance Deduction and/or Performance Failure Points relating to the highest category of Performance Failure applicable will be made to that Performance Failure each time it occurs.



## Notices

- 1.6 The Performance Framework uses six notices
- a) Improvement Notice A and B
  - b) Warning Notice A and B
  - c) Contractor Breach Notice A and B
- 1.7 Improvement Notices “B” are Issued for failure to meet the Quarterly Sub-targets within the agreed tolerances (in relation to the Key Target Achievement) and requires the contractor to submit an Improvement Plan. Improvement Notices “A” are Issued for failure to meet Performance Standards during a Contract Month and requires the contractor to submit an Improvement Plan.
- 1.8 Warning Notices “A” and “B” are intended to make the Contractor aware that they are failing to deliver the Service to the required standard and that the next step in the process will be the issue of a Contractor Breach Notice.
- 1.8.1 Warning Notices “A” are used with Performance Failures and Warning Notices “B” and used with Key Target Failures.]
- 1.9 Contractor Breach Notices “A” and “B” inform the Contractor that he has failed to deliver the Service to the required standard and that continued failure may lead to the issue of a Termination Notice.
- 1.9.1 In the event that a Contractor Breach Notice “A” or “B” is issued, the Partnership may issue a Termination Notice for reason of a Contractor Default under limb [(s)] of that definition.
- 1.10 Table 1 outlines how the issue of Improvement Notices “A”, Warning Notices “A” and Contractor Breach Notices “A” may lead to termination of the Contract on the basis of Contractor Default in relation to the Performance Standards identified in Table 9.
- 1.11 Table 2 outlines how the issue of Improvement Notices “B”, Warning Notices “B” and Contractor Breach Notices “B” may lead to termination of the Contract on the basis of Contractor Default in relation to the failure to meet the Key Targets.



## Notice Regime – Performance Standards

1.12 The system of notices will operate as set out in Table 1.

**Table 1 - Notice Regime Performance Standards**

Notice Type	Basis of Issue
Improvement Notice "A"	Issued for failure to meet Performance Standards during a Contract Month and requires the contractor to submit an Improvement Plan.
Warning Notice "A"	Issued if the Contractor exceeds the three month points threshold.
Contractor Breach Notice "A"	Issued if the contractor: <ul style="list-style-type: none"> <li>• accrues 5 Warning Notices "A" in 12 month rolling period;</li> </ul> or <ul style="list-style-type: none"> <li>• accrues 4 Warning Notices "A" in a Contract year.</li> </ul>

## Notice Regime – Key Targets

1.13 The system of notices for Key Targets will operate as set out in Table 2.

**Table 2 - Notice Regime Key Targets**

Notice Type	Basis of Issue
Improvement Notice “B”	Issued for failure of the Quarterly Sub-targets within the agreed tolerances (in relation to the Key Target Achievement) and requires the contractor to submit an Improvement Plan.
Warning Notice “B”	Issued if the Contractor receives 3 Improvement Notices “B” during the Contract Year.
Contractor Breach Notice “B”	Issued if the contractor: <ul style="list-style-type: none"> <li>• accrues 3 Warning Notices “B” in 5 year rolling period;</li> </ul> or <ul style="list-style-type: none"> <li>• accrues 2 Warning Notices “B” in two consecutive Contract years.</li> </ul>

## Performance Standards

1.14 Performance Standards are individual areas of performance focussing on day to day Service delivery and are set out in Table 9. Performance against the Performance Standards is monitored on an individual basis and frequency depending on the category of the Standard. Compliance with Performance Standards overall is reported on a monthly basis. The Partnership reserves the right to add or remove Performance Standards during the competitive dialogue period.

## Key Targets

1.15 Figure 2 sets out the process via which the Contractor is assessed against the Key Targets identified in Table 8. This process utilises Warning Notices and Contractor Breach Notices only. It should be noted that financial penalties in relation to the Key Targets will be levied within



the Payment Mechanism, and are outside the scope of this Performance Mechanism.

- 1.16 The Key Targets set out in Table 8 are indicative only and will be finalised during competitive dialogue, prior to financial close. The Partnership reserves the right to add or remove Key Targets during the competitive dialogue period.

### **Monitoring and Reporting**

- 1.17 The Contractor will be responsible for the monitoring, accurate recording and reporting of its own performance of the Service and of compliance with, or failure under, the requirements of the Performance Framework. However, the Partnership may undertake monitoring and shall be entitled to include its own findings in the calculation of Performance Failure Points and/or Performance Deductions as appropriate. Where both parties are in disagreement the Dispute Resolution procedure in Schedule 22 shall be followed.
- 1.18 The Contractor will notify the Partnership, in reasonable detail<sup>1</sup>, of any Performance Failure under any of the Performance Standards or Key Targets as set out in Table 8 and Table 9. At the end of each Contract Month the Contractor will be required to report to the Partnership the value of Performance Deductions to be applied and these will be subtracted from the Monthly Payment due to the Contractor under paragraph 4 "Unitary Charge" of the Payment Mechanism. The number of Performance Failure Points incurred in any month, together with the details of each Performance Failure, will also be itemised in the Monthly Report to the Partnership.

### **Review of the Performance Framework**

- 1.19 The Partnership shall have the right to review the Performance Framework on an annual basis.
- 1.20 Where the Partnership are of the opinion that changes are required to the Performance Framework it shall have the right to implement those changes in accordance with the Change Protocol.

### **Indexation of Performance Deductions**

<sup>1</sup> Reporting detail required to be confirmed during dialogue.



1.21 The Performance Deduction values shown in Table 5 shall be subject to annual indexation in line with section 12 of the Payment Mechanism.

### **Start Up and Commissioning Period<sup>2</sup>**

1.22 For the avoidance of doubt, all Performance Standards in Table 9 will apply in full during the Commissioning Period. At the Full Service Commencement Date all Performance Points will be reset to zero. All Performance Standards in Table 9 will then apply in full for the duration of the Contract.

During the **Commissioning Period**, compliance with the Key Targets in Table 8 will not be required until full Service Commencement

### **Applications of the Performance Framework**

The following tables (set out in Appendix 1 shall be used when calculating Performance Failure Points and Performance Deductions:

- Table 3 Performance Failure Categories:** Details the categories of Performance Failures based on the severity of the failure.
- Table 4 Monitoring Frequency:** defines the frequency at which deductions can be made.
- Table 5 Performance Deductions:** Defines the deductions applied to each Performance Failure Category.
- Table 6 Performance Failure Points:** Details the level at which Performance Failure Points are set for each Performance Failure Category.
- Table 7 Warning Notice and Contractor Breach Notice Thresholds:** Details the threshold for issuing a Warning Notice or Contractor Breach Notice.
- Table 8 Key Targets:** Describes the Key Contractual Targets that the contractor is required to meet.
- Table 9 Performance Standards:** Describes the Performance Standards to be measured and the monitoring criteria to be used, the Monitoring Frequency to be applied, the relevant

<sup>2</sup> The Start Up Period and Commissioning Period will be defined as appropriate in accordance with each bidder's proposal.



Performance Failure Category for each Performance Standard, and the period in which the Performance Standard failure has to be rectified.

### Performance Standards

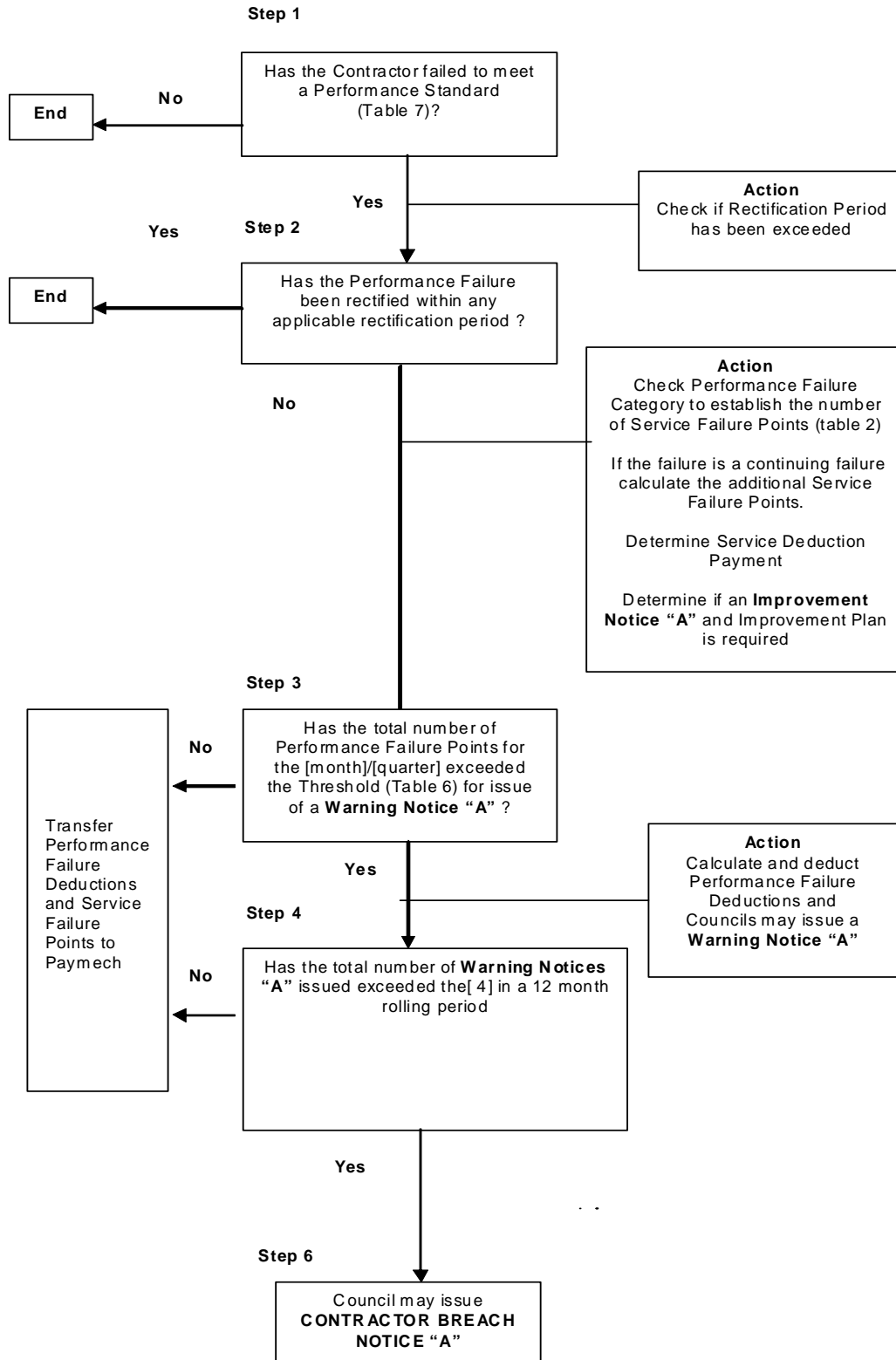
- 1.23 The Contractor shall monitor each Performance Standard set out in Table 9 at the frequency set out in that table, and shall record whether or not the Performance Standard is being met.
- 1.24 Where a Performance Failure is identified, the Contractor shall rectify the Performance Failure within the Rectification Period stated in Table 9 for that Performance Standard.
- 1.25 If the Performance Failure is not rectified within the Rectification Period, the Contractor shall record the Performance Failure and shall determine the Performance Deduction from Table 5 using the Performance Failure Category specified for the Performance Standard in Table 9. The Contractor shall also determine the Performance Failure Points from Table 6.
- 1.26 The Rectification Period shall run from the earlier of:
- 1.27 the time at which the Contractor detects a Performance Failure at the Normal Monitoring Point (as defined in 1.29) and at which the Contractor ought reasonably to have been aware of the Performance Failure; or
- 1.28 the time at which the Partnership notifies the Contractor of a Performance Failure.
- 1.29 The Normal Monitoring Point shall be the latest time at which the Contractor should have monitored the Performance Standard in accordance with the required monitoring frequencies set out in Table 4 and calculated against the Performance Standard Failure category identified in Table 9.
- 1.30 Performance against all Performance Standards shall be recorded at each Contract Month.
- 1.31 In the event that a Performance Failure is not rectified and remains a failure at the next Normal Monitoring Point, further Performance Deductions and Performance Failure Points will be levied at the next Normal Monitoring Point until rectified.





1.32 Figure 1. Application of the Performance Framework to Performance Standards sets out the general process for determining the quantum of Performance Deductions and Performance Failure Points.

**Figure 1 - Application of Performance Standards**

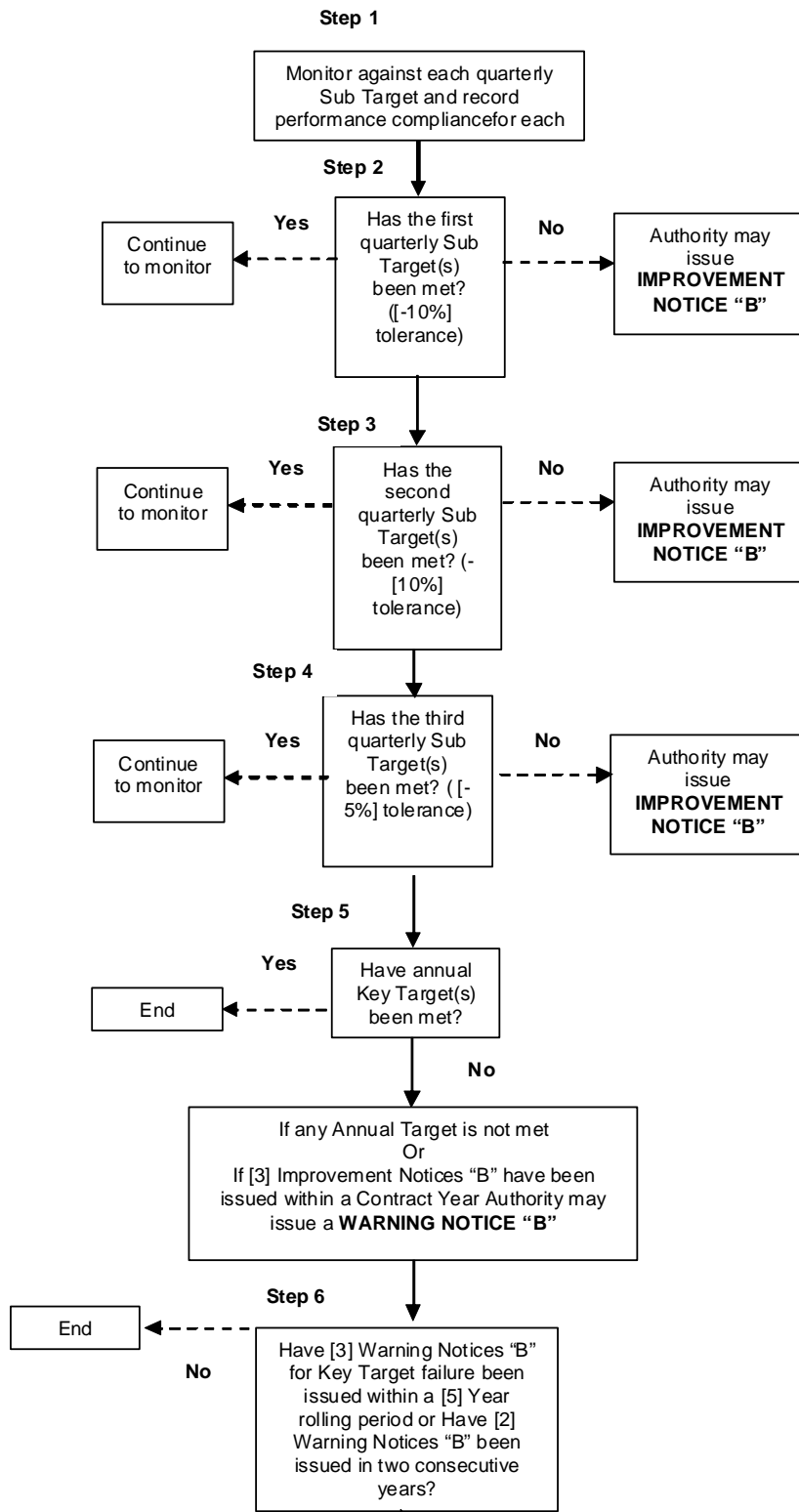




## Key Targets

- 2.1 For Key Targets subject to Figure 2 the Contractor shall agree with the Partnership (prior to Contract signature) the quarterly Sub Targets to be monitored. Where the Sub Target has not been met within a tolerance level of [10%] over the first 3 month period of each Contract Year the Partnership may issue the Contractor with an Improvement Notice.
- 2.2 This will be repeated for the 6 monthly Sub Target which will also have a tolerance level of [10%], and the 9 monthly Sub Target, which will have a tolerance of [5%]. It must be noted that there will be no tolerance in respect of the annual Key Target.
- 2.3 Irrespective of the number of Contract Waste Streams failing to meet their targets the Partnership can only issue 1 Improvement Notice in any three month period. If [3] Improvement Notices are issued to the Contractor during a Contract Year then the Partnership may issue a Warning Notice. A maximum of 1 warning notice can be issued per contract year and each warning notice remains valid for [5] contract years from issue.
- 2.4 Where [3] Warning Notices have been issued in respect of any rolling period of [5] Contract Years or where [2] Warning Notices have been issued in two consecutive years due to a failure by the Contractor to meet the Key Targets the Partnership may issue the Contractor with a Contractor Breach Notice.
- 2.5 It should be noted that where the Contractor fails all 3 Quarterly Sub Targets, but achieves the annual Target, all performance points will be reset to zero for the following Contract period.

**Figure 2 - Application of Key Targets**





### **Issue of Improvement Notices “A” and “B”**

- 2.6 The Partnership are entitled to issue an Improvement Notice “A” and “B” in relation to Performance Standard and Key Target Failure in accordance with this Performance Framework. The Notice served will specify that it is an Improvement Notice; and provide details of the reasons for issuing the Improvement Notice. Improvement Notices “A” relate to the rectification following the failure of a Performance Standard and Improvement Notices “B” relate to the improving the performance in relation to Key Targets.
- 2.7 On receipt of an Improvement Notice the Contractor will investigate the reason for the failure and issue the Partnership with a plan [Improvement Plan] detailing the steps the Contractor will take to remedy the failure. If the Contractors investigation identifies that the failure has been due to action or inaction by the Partnership then it will inform the Partnership, through the [Improvement Plan] and a decision as to whether or not the failure will still count will be taken by the Partnership. The [Improvement Plan] shall be issued by the Contractor within [5] business days of receipt of the Improvement Notice. The content of the Improvement Plan shall be subject to the approval of the Partnership and where the Partnership are of the opinion that the Improvement Plan will not rectify the failure the Contractor shall revise and resubmit the Improvement Plan to the Partnership for approval within [3] business days.

### **Issue of Warning Notices “A” and “B”**

- 2.8 The Partnership are entitled to issue a Warning Notice in accordance with this Performance Framework. The notice served will specify that it is a Warning Notice; and provide details of the reasons for issuing the Warning Notice.
- 2.9 On the issue of a Warning Notice the Contractor will;
- a) where the Warning Notice has been issued due to failure of the Performance Standards, submit a [Improvement Plan “A”] detailing the steps that will be taken to prevent the recurrence of the relevant Performance Failures in the following Contract Month.
  - b) where the Warning Notice has been issued due to non compliance with the Key Targets, submit a [Improvement Plan “B”] detailing the steps that will be taken to achieve the Key



Targets in the following Contract Year.

### **Issue of Contractor Breach Notice**

**2.10** A Contractor Breach Notice may be issued by the Partnership under any of the circumstances set out in this Performance Framework. The Partnership may issue a Termination Notice for reason of a Contractor Default under limb [(q)] of that definition.



**Appendix 1 – Performance Framework Tables<sup>3</sup>**

**Table 3 - Performance Failure Categories**

<b>Performance Failure Category</b>	<b>Description</b>
Category 1	Fundamental
Category 2	Critical
Category 3	Essential
Category 4	Important

**Table 4 - Monitoring Frequency**

<b>Period</b>	<b>Label</b>
Per Vehicle	PV
Hourly	H
Daily	D
Weekly	W
Monthly	M
Quarterly	Q
Annual	A
Per Occurrence	PO

<sup>3</sup> The information to be included in appendix 1 will be developed during the dialogue period, and will require calibration of both the payment mechanism and performance mechanism.

**Table 5 - Performance Deductions**

Category	Performance Deduction
1	[£5,000]
2	[£3,500]
3	[£1,500]
4	[£300]

**Table 6 - Performance Failure Points**

Performance Failure Category	Performance Failure Points
1	[100] Points
2	[60] Points
3	[20] Points
4	[4] Points

**Table 7 - Warning Notice and Contractor Breach Notice Thresholds**

Warning Notice "A"	Contractor Breach Notice "A" (12 month period)
[1150] Performance Failure Points exceeded in any month  Or  [3400] Total Performance Failure Points exceeded in a rolling three month period.	[4] Warning Notices "A"

**Table 8 - Key Targets**

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Target No.	Key Target	Monitoring Frequency (ref: Table 4)	Key Target Monitoring Methodology
0	The Contractor has met the MSW Landfill Performance Target.	Q	Review of Contractors and other records as required.
B.2	The Contractor has met the BMW Landfill Performance Target.	Q	Review of Contractors and other records as required.
B.3	The Contractor has met the Recycling/Composting Performance Target of [16%] of Contract Waste.	Q	Review of Contractors and other records as required.
B.4	The Contractor has met the Processed Landfill Tonnage Target.	Q	Review of Contractors and other records as required.
B.5	The Contractor has met the Unprocessed Landfill Tonnage Target.	Q	Review of Contractors and other records as required.

**Table 9 - Performance Standards****PR3.2 - Environmental Management**

Performance Mechanism Ref	Authority's Requirements Ref	Performance Standard	Performance Failure Category (ref: Table 3)	Rectification Period	Monitoring Frequency (ref: Table 4)	Performance Standard Monitoring Methodology
	1.43	The Contractor has complied with all Permits, Permissions, Consents and Conditions	[Fundamental]	[N/A]	M	Regulatory Audits
	3.2	The contractor has complied with the Environmental Impact Control Plan to prevent all unauthorised emissions	[Fundamental]	[N/A]	PO	Regulatory Audits and Internal Audits
	Appendix 5	Failure to provide each plan in accordance with the timescale requirements identified in Column 3 "Required by" for each plan identified in "Appendix 5 List of Plans" of the Authorities Requirements	[Fundamental]	[5 Business Days]	In accordance with the timescale identified in Column 3 "Required by" for each plan listed in Appendix 5 of the Authorities	Receipt of each Plan



Performance Mechanism Ref	Authority's Requirements Ref	Performance Standard	Performance Failure Category (ref: Table 3)	Rectification Period	Monitoring Frequency (ref: Table 4)	Performance Standard Monitoring Methodology
					Requirements	
	Appendix 5	Failure to update and issue each plan in accordance with the Issue and review frequency timescale requirements identified in Column 4 "Issue and review frequency" for each plan identified in Appendix 5 "List of Plans" of the Authorities Requirements	[Fundamental]	[5 Business Days]	The issue and review frequency timescale requirements identified in Column 4 "Issue and review frequency" for each plan listed in Appendix 5 "List of Plans" of the Authorities Requirements	Receipt of each updated Plan
	Appendix 5	Failure to implement, comply with the requirements and methods contained within each plan listed in Appendix 5 "List of Plans" of the Authority's	[Important]	[5 Business Days]	M	Services carried out in accordance with the requirements and methods



Performance Mechanism Ref	Authority's Requirements Ref	Performance Standard	Performance Failure Category (ref: Table 3)	Rectification Period	Monitoring Frequency (ref: Table 4)	Performance Standard Monitoring Methodology
		Requirements and detailed in the Contractors Proposals				described in each Plan
	3.23	The Contractor has notified the Authority prior to implementing the Contingency Plan.	[Fundamental]	[N/A]	PO	Record of notification prior to implementation.
	3.18	The Contractor has kept the areas identified on the site plan layout ref no. [1a] including but not limited to access roads and adjoining land to which the Contractor can lawfully obtain access without payment of monies, free from litter and fly tipped waste.	[Essential]	[12 Hours]	D	Record in Site Diary.
	3.19(a)	The Contractor has contained and controlled any litter or fly-tipped waste within [30] minutes of the waste being	[Essential]	[30 Minutes]	D	Partnership has notified Contractor of litter or fly-tipped



Performance Mechanism Ref	Authority's Requirements Ref	Performance Standard	Performance Failure Category (ref: Table 3)	Rectification Period	Monitoring Frequency (ref: Table 4)	Performance Standard Monitoring Methodology
		observed or notified by the Partnership.				Waste and Contractor has responded within timescale.
	3.19(b)	The Contractor has removed or cleaned up any litter or fly-tipped waste within [24] hours of the waste being observed or notified by the Partnership.	[Essential]	[12 Hours]	D	Partnership has notified Contractor of litter or fly-tipped Waste and Contractor has responded within timescale.
	3.100	The Contractor has transported Contract Waste in accordance with the Waste Transport Plan.	[Fundamental]	[N/A]	PO	Record in Site Diary.
	3.26	The Contractor has stored Contract Waste in Permitted on-Site storage facilities.	[Fundamental]	[24 Hours]	D	Record in Site Diary.

**PR3.3 - Operational Interface**

Performance Mechanism Ref	Authority's Requirements Ref:	Performance Standard	Performance Failure Category (ref: Table 3)	Rectification Period	Monitoring Frequency (ref: Table 4)	Performance Standard Monitoring Methodology
	3.33	The Contractor has implemented the Non-Authorised Vehicle Acceptance Procedure.	[Important]	[1 Business Day]	PO	In accordance with the [ <i>refer to relevant Method Statement</i> ].
	3.34	Authorised Vehicles have achieved the required turnaround time of no greater than [20] minutes per vehicle. Measurement shall be from the recognition of the vehicle by the ANPR monitoring site access, to the time it is able to leave the site as measured by the outward weighbridge	[Important]	[N/A]	PO	Electronic records of Authorised Vehicles entering and exiting the Site consolidated to show the number on Site. <sup>4</sup>
	3.35	The Contractor has provided any necessary assistance in receipt and unloading of	[Important]	[N/A]	PO	In accordance with the [ <i>refer to relevant Method</i>

<sup>4</sup> Vehicles failing to leave the Site within the specified turnaround time as a result of mechanical breakdown or the actions or the inactions of the driver should be excluded from the total. [AQ: check insertion]



Performance Mechanism Ref	Authority's Requirements Ref:	Performance Standard	Performance Failure Category (ref: Table 3)	Rectification Period	Monitoring Frequency (ref: Table 4)	Performance Standard Monitoring Methodology
		Contract Waste as reasonably required.				<i>Statement</i> ].
	3.42	The Contractor has implemented the approved Enquiries and Complaints Plan within [4] Business hours of receiving a complaint.	[Important]	[N/A]	PO	In accordance with the Enquiries and Complaints Plan.
	3.30	The Contractor has accepted waste in accordance with the Waste Acceptance Plan	[Important]	[N/A]	PO	In accordance with the Waste Acceptance Plan.
	3.62	Each load of Contract Waste brought to the Site(s) and Contract Waste removed from the Site(s) has been weighed and as a minimum the relevant information has been recorded or recorded in compliance with manual recording process.	[Critical]	[N/A]	PO	Complete electronic records for information specified in PR3.3; and in the format detailed in the [ <i>refer to relevant Method Statement</i> ].

Performance Mechanism Ref	Authority's Requirements Ref:	Performance Standard	Performance Failure Category (ref: Table 3)	Rectification Period	Monitoring Frequency (ref: Table 4)	Performance Standard Monitoring Methodology
	3.63	The Contractor has implemented the manual recording system during any breakdown of a weighbridge installation	[Fundamental]	[N/A]	PO	Monthly review of the Services Plan.
	3.64	The Contractor has issued a copy of the weighbridge ticket to each vehicle which transports Contract Waste and residues to and from any of the Facilities and/or Sites.	[Critical]	[N/A]	PO	Contractor's computerised records.
	3.47	A nominated contact has been available 24 hours a day.	[Critical]	[N/A]	PO	Partnership records of date and time when contact was attempted but failed.



**PR3.4 - Facilities and Contract Management**

Performance Mechanism Ref	Authority's Requirements Ref:	Performance Standard	Performance Failure Category (ref: Table 3)	Rectification Period	Monitoring Frequency (ref: Table 4)	Performance Standard Monitoring Methodology
	3.65	The Contractor shall prepare and submit an accurate Monthly Service Report within [10 (ten)] Business Days following the end of each month during the Services Period.	[Important]	[1 Business Day]	Monthly	Receipt of Monthly Service Report
	3.66	The Contractor shall prepare and submit an accurate Annual Service Report within 15 Business Days of the end of each Contract Year.	[Important]	[5 Business Days]	Annually	Receipt of Annual Service Report
	3.69	The Contractor has complied with the Monthly Schedule of Planned Maintenance and completed all planned maintenance identified in the plan by the end of the	[Critical]	[5 Business Days]	M	Written record of Monthly Schedule of Planned Maintenance and written record of maintenance carried out in the

Performance Mechanism Ref	Authority's Requirements Ref:	Performance Standard	Performance Failure Category (ref: Table 3)	Rectification Period	Monitoring Frequency (ref: Table 4)	Performance Standard Monitoring Methodology
		Contract Month.				Contract Month within the Monthly Service Report.
	3.77	The Contractor has implemented a QMS that is compliant with ISO9001.	[Essential]	[5 Business Days]	M	In accordance with the relevant Method Statements.
	3.78	The Contractor has appointed a Quality Manager.	[Essential]	[5 Business Days]	M	In accordance with the relevant Method Statements.
	3.79	The Contractor has implemented an EMS that is compliant with ISO14001.	[Essential]	[5 Business Days]	M	In accordance with the relevant Method Statements.
	3.80	The Contractor has appointed an Environmental	[Essential]	[5 Business Days]	M	In accordance with the relevant Method



Performance Mechanism Ref	Authority's Requirements Ref:	Performance Standard	Performance Failure Category (ref: Table 3)	Rectification Period	Monitoring Frequency (ref: Table 4)	Performance Standard Monitoring Methodology
		Management Manager.				Statements.

Performance Mechanism Ref	Authority's Requirements Ref:	Performance Standard	Performance Failure Category (ref: Table 3)	Rectification Period	Monitoring Frequency (ref: Table 4)	Performance Standard Monitoring Methodology
	3.84(a)	The Contractor has reported all reportable incidents.	[Essential]	[5 Business Days]	M	Written record of all incidents in Monthly Service Report contains all details of reportable incidents and date and time reported to relevant body.
	3.84(e)	The Contractor has a record of all health and safety records and documentation maintained and up to date.	[Essential]	[5 Business Days]	M	Documents are available to the Partnership when requested.
	3.90	The Contractor has on the occurrence of any fire, acted in accordance with the agreed fire strategy.	[Fundamental]	[N/A]	PO	Partnership review of fire incident report.

Performance Mechanism Ref	Authority's Requirements Ref:	Performance Standard	Performance Failure Category (ref: Table 3)	Rectification Period	Monitoring Frequency (ref: Table 4)	Performance Standard Monitoring Methodology
	3.98	The Facilities and designated areas at each Site have sufficient clear, visible and legible signage to safely divert Authorised Users around the Site and such signage has been kept up to date and has been reasonably free from damage.	[Critical]	[5 Business Days]	D	In accordance with the relevant Method Statements.
	3.41(a)	The facilities for visitors have been available as a minimum five days a week to include Saturdays, Sundays and bank holidays, but excluding Christmas Day, Boxing Day and New Years Day.	[Essential]	[5 Business Days]	M	In accordance with the relevant Method Statements.
	3.101	The Contractor has only transported waste, products and residues in enclosed containers or on netted /	[Essential]	[N/A]	PO	In accordance with the relevant Method



Performance Mechanism Ref	Authority's Requirements Ref:	Performance Standard	Performance Failure Category (ref: Table 3)	Rectification Period	Monitoring Frequency (ref: Table 4)	Performance Standard Monitoring Methodology
		sheeted vehicles.				Statement.
	3.107	The Contractor has supplied the Partnership with full details of the landfill site(s) to be used and copies of Consents.	[Fundamental]	[1 Business Days]	M	Receipt of information within the agreed timescale.
	3.108	The Contractor has agreed with the Partnership any proposed changes or substitution of landfill sites in accordance with the Contract, and has updated the Service Delivery Plan accordingly.	[Fundamental]	[5 Business Days]	M	Regular review of the Service Delivery Plan.



**PR4 - Service De-Mobilisation**

Performance Mechanism Ref:	Authority's Requirements Ref:	Performance Standard	Performance Failure Category (ref: Table 3)	Rectification Period	Monitoring Frequency (ref: Table 4)	Performance Standard Monitoring Methodology
	4.1	The Contractor has included a Service De-Mobilisation-Plan	Essential	[5 Business Days]	PO	Receipt of the Hand-Back Plan as part of the Hand-Back Plan within the stated timescale.



## APPENDIX 7 -

### PROSIECT GWYRDD'S

#### RESIDUAL WASTE TREATMENT PROJECT - ISFT STAGE

#### PROJECT AGREEMENT AND SCHEDULE 1 & 2 Onwards

The content of Appendix 7 contains information which is exempt from publication under paragraphs 14 (information relating to financial or business affairs) and 21 (public interest test) of Schedule 12 A part 4 of the Local Government Act 1972.

It is viewed in the public interest to treat this Section as exempt from publication. Put simply, the rationale for this is that the information relates to commercial positions of third parties and if such information was released it would adversely affect the authority's ability to obtain best value in future procurements i.e. third parties would be discouraged from providing confidential information to public authorities if such information was to be released and participant's commercial bargaining position.

Therefore on balance, it is submitted that the public interest in maintaining exemption outweighs the public interest in disclosure.

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## APPENDIX 8 – DRAFT PAYMENT MECHANISM

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## 1. Definitions

1.1 The following definitions are used in this Schedule. All other definitions applied in this Schedule 4 are in Schedule 1 (Definitions).

Active Landfill Gate Fee	[bid back item]
Active Landfill Tax Rate	means the rate of Landfill Tax applicable to the disposal of material, other than a Qualifying Material, at the time the disposal is made
Active Contract Waste	means Processable Contract Waste <sup>1</sup> that is taxed at the Active Landfill Tax Rate
Actual Landfill Tonnage	means the tonnage of Contract Waste sent to Landfill in the relevant Contract Year
Ad-Hoc Waste	means those categories or components of Contract Waste which are either:  received separately by the Contractor; or  segregated from delivered mixed Loads by the Contractor in accordance with the Waste Acceptance Protocol and require in accordance with all or any of Good Industry Practice, Consents, Guidance, Legislation and the terms of this Contract segregation from and different treatment or landfill from other Contract Waste; <sup>2</sup>
Base Date	means the April 2012 cost base date of the relevant cash flow in the financial model
Base Element of the Unitary Charge	means the amount calculated in accordance with paragraph [5.3]
Base Element Rate	means £[bid back] (Indexed) per tonne
Base Payment Index	means the indexation applicable calculated in accordance with paragraph [19.2]
Band	means each of the tonnage ranges set out in paragraph [5.7]
Commissioning Contract Waste	Contract Waste required during the Commissioning Period to meet the requirements of the Commissioning Plan
Commissioning Contract Waste Not Accepted	Contract Waste required by the Contractor during the Commissioning Period to meet the requirements of the Commissioning Plan which the contractor has requested and then not accepted
Contingency Delivery Point	means the delivery point to which the [Authorities] (or its or their sub-contractors) will deliver Contract Waste as set out in the Contingency Plans
Deductions	Means Diversion Performance Deductions, Non Acceptance Deductions, Performance Standards Deductions, Recycling

<sup>1</sup> [DRAFTING NOTE - note that Processable Contract Waste excludes Ad-Hoc waste. Payment for Ad-Hoc Waste dealt through separate payment element "AWP"]

<sup>2</sup> [DRAFTING NOTE - ensure definition is consistent with Schedule 1 Definitions]

	Deductions and R1 Deductions calculated in accordance with this Schedule 4
Delivery Point	means the delivery point to which the [Authorities] (or its or their sub-contractors) will deliver Contract Waste as defined within the Contractor's Proposals
Diversions Performance Deductions	means the amount calculated in accordance with paragraph [9]
Fixed Proportion	means the proportion of the Base Element of the Unitary Charge which is not subject to indexation which shall be [Bid Back] %
Full Indexation Factor	means the factor calculated in accordance with paragraph [19.3]
Guaranteed Third Party Income	means the Third Party Income set out in the Base Case
Index	means any of the Retail Price Index, [Others to be developed as applicable to Participants] and Indices means all of them
Index Publication Date	means the date on which the Index is published
Indexation Date	means April 2013 and every subsequent anniversary of that date
Indexed	means, subject to Indexation, in accordance with paragraph [19]
Landfill Allowance Scheme Targets ("LAS" Targets)	the Biodegradable Waste to Landfill targets per Local Authority as defined in the Landfill Allowance Scheme (LAS) Regulations (Wales) 2004
Marginal Element Rate	means, for each Band, the amount set out in paragraph [5.7] per tonne
Minimum Tonnage	means the Unadjusted Minimum Tonnage of Contract Waste in a Contract Year in accordance with Appendix C less the tonnage of Contract Waste Not Accepted by the Contractor;
Non Acceptance Deduction	means the amount calculated in accordance with paragraph [13]
Partners	Caerphilly County Borough Council ("Caerphilly CBC"), the County Council of the City and County of Cardiff ("Cardiff Council"), Monmouthshire County Council ("Monmouthshire CC"), Newport City Council ("Newport CC") and the Vale of Glamorgan Council (the "Vale of Glamorgan"), each individually a "Partner"
Performance Standards Deductions	means the amount calculated in accordance with paragraph [12]
Performance Standards Deduction Cap	means the amount £[bid back] (Indexed) per Contract Year set out in paragraph [12.7]
Process	the physical, thermal, chemical or biological process including sorting that changes the characteristics of Contract Waste in order to reduce its volume or hazardous nature or biodegradability and facilitate its handling to enhance Recycling or Recovery;

	"Processed" and "Processable" shall be construed accordingly
Processable Contract Waste	means Contract Waste that is not Ad-Hoc Waste <sup>3</sup>
Process Residues	Means those process outputs arising from the Processing of Contract Waste excluding any energy outputs
Qualifying Material	means a "qualifying material" as defined in the Landfill Tax (Qualifying Material) Order 1996 as modified or re-enacted from time to time
R1 Deductions	means the amount calculated in accordance with paragraph [14]
Recycling Deductions	means the amount calculated in accordance with paragraph [11]
Target BMW Tonnage	n/a
Target Landfill Tonnage	means the sum of the Target Unprocessed Landfill Tonnage and the Target Processed Landfill Tonnage;
Target Processed Landfill Tonnage	means the amount calculated in accordance with paragraph [10.7]
Target Unprocessed Landfill Tonnage	means the amount calculated in accordance with paragraph [10.5]
Unitary Charge	means the amount calculated in accordance with paragraph [5]
Unitary Payment	means the amount calculated in accordance with section [4]
Unprocessed Waste	Processable Contract Waste that has not been Processed and is disposed of by other means.
Maximum Tonnage	means the tonnage of Contract Waste in a Contract Year in accordance with Appendix C;

<sup>3</sup> [DRAFTING NOTE - ensure definition is consistent with definition in Schedule 2 Authority's Requirements]

## 2. Introduction and Interpretation

- 2.1 This Schedule 4 (Payment Mechanism) is divided into the following parts:
- Part A - Commissioning Period Payments;
  - Part B - Payments Post Service Commencement;
  - Part C - Reporting for Invoicing Purposes;
  - Part D - Third Party Waste Protocol.
- 2.2 Unless otherwise provided, references in this Schedule to Clauses and Schedules shall be references to the relevant Clauses and Schedules in the Contract.
- 2.3 Unless otherwise provided, references to parts, paragraphs, tables and appendices shall be references to parts, paragraphs, tables and appendices in this Schedule.
- 2.4 The Parties agree that without prejudice to the express provisions of the Contract, this Schedule shall form the sole basis of payment by the Authority to the Contractor.
- 2.5 VAT properly chargeable on any component of the Unitary Charge shall be payable as set out in Clause [49] of the Contract.
- 2.6 Where the symbol  $\Sigma$  is used in formulae it shall have the meaning 'sum of'.
- 2.7 'm' shall relate to Contract Months.
- 2.8 'q' shall relate to Contract Quarters.
- 2.9 'y' shall relate to Contract Years.
- 2.10 This Schedule 4 (Payment Mechanism) shall be read in conjunction with Schedule 2 (Authority's Requirements) and the Contract.

## PART A - COMMISSIONING PERIOD PAYMENTS

### 3. Commissioning Payments

3.1 The Authority shall pay the Contractor during the period from the Readiness Date to the Services Commencement Date, the Commissioning Payment as calculated in accordance with section 3 below.

3.2 The Commissioning Payment for the Facility(ies) in any Contract Month 'm' shall be calculated as follows:

$$CP_m = (CGF_y \times I_2 \times CCW_m) - 0.5 \times TPI_m - TA_m - CNAD_m - CPSD_m$$

#### Where:

$CP_m$	the Commissioning Payment for Contract Month 'm'
$CGF_y$	the Commissioning Gate Fee [Bid Back] per tonne <sup>4</sup> for Contract Year 'y'
$CCW_m$	the tonnage of Commissioning Contract Waste received in Contract Month 'm'
$I_2$	Full Indexation for the relevant Contract Year as calculated in paragraph 19 of this Schedule 4
$TPI_m$	the sum of the Third Party Income generated by the Contractor in Contract Month 'm'
$CNAD_m$	the Commissioning Non-Acceptance Deduction in respect of Commissioning Contract Waste in Contract Month 'm', as defined in paragraph 3.4
$TA_m$	if applicable, the Transport Adjustment calculated in accordance with paragraph 18.7 for the delivery of Commissioning Contract Waste to a Contingency Delivery Point
$CPSD_m$	The Commissioning Performance Standard Deduction in Contract Month 'm', being the amount calculated as stated in the Performance Measurement Framework

3.3 For the avoidance of doubt the Contractor shall be responsible for, and will not be recompensed for, any additional costs incurred in the treatment/disposal of the waste.

3.4 If the Contractor fails to accept any Commissioning Contract Waste in Contract Month 'm', a Commissioning Non Acceptance deduction will be calculated as follows:

<sup>4</sup> [DRAFTING NOTE - refer to Payment Mechanism Principles for guidance]

$$CNAD_m = (CNADR \times CCWNA) + TAn$$

**Where:**

CNADR	the Commissioning Non-Acceptance Deduction Rate per tonne being the greater of 0 (zero) and the difference between the Authority Landfill Gate Fee plus Landfill Tax incurred and the Commissioning Gate Fee (CGF)
CCWNA	the tonnage of Commissioning Contract Waste Not Accepted in Contract Month 'm'
TAn	if applicable, the Transport Adjustment for Non Acceptance calculated in accordance with paragraph 18.4

## PART B - PAYMENTS POST SERVICE COMMENCEMENT

### 4. Unitary Payment (“UP”)

4.1 The Unitary Payment for each Payment Period shall be paid in accordance with Clause 45 (Invoicing and Payment) and calculated in accordance with the following provisions of this Payment Mechanism.

4.2 Monthly Unitary Payment.

4.3 The Monthly Unitary Payment shall be calculated in accordance with the following formula:

$$UP_m = UC_m + LP_m + PTC_m + AOP_m - D_{q-1} - RD_{q-1} - R1D_{m-1} - ADRP_{y-1} - NAD_{m-1} - PSD_{m-1} - GS_{y-1} - CIL_{y-1}$$

#### Where:

UP <sub>m</sub>	the monthly Unitary Payment payable in Contract Month ‘m’
UC <sub>m</sub>	the monthly Unitary Charge for Contract Month ‘m’ calculated in accordance with paragraph 5
LP <sub>m</sub>	the monthly Landfill Payment for Contract Month ‘m’ calculated in accordance with paragraph 6
PTC <sub>m</sub>	the Pass Through Costs for Contract Month ‘m’ calculated in accordance with paragraph 7
AOP <sub>m</sub>	the Adjustment and Other Payments for Contract Month ‘m’ calculated in accordance with paragraph 15
D <sub>q-1</sub>	the Diversion Performance Deduction for the previous Contract Quarter ‘q-1’ calculated in accordance with paragraph 9 and payable in Contract Month ‘m’
RD <sub>q-1</sub>	the Recycling Deduction for the previous Contract Quarter ‘q-1’ calculated in accordance with paragraph 11 and payable in Contract Month ‘m’
ADRP <sub>y-1</sub>	the Annual Diversion Reconciliation Payment for the previous Contract Year ‘y-1’ calculated in accordance with paragraph 10 and payable in Contract Month ‘m’
NAD <sub>m-1</sub>	the Non-Acceptance Deduction for the previous Contract Month ‘m-1’ calculated in accordance with paragraph 13 and payable in Contract Month ‘m’
PSD <sub>m-1</sub>	the Performance Standard Deduction for Contract Month ‘m-1’ calculated in accordance with paragraph 12 and payable in Contract Month ‘m’
R1D <sub>m-1</sub>	the R1 Deduction for the previous Contract Quarter ‘q-1’ calculated in accordance with paragraph [14] and payable in Contract Month ‘m’
GS <sub>y-1</sub>	the Gain Share for the previous Contract Year ‘y-1’ calculated in accordance with paragraph 8 and payable in Contract Month ‘m’





CLI <sub>y-1</sub>	The Change in Law amount for the previous Contract Year 'y-1' calculated in accordance with paragraph 14 and payable in Contract Month 3
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4.4 For the avoidance of doubt, Quarterly and Annual will only apply in the relevant Contract Month.

## 5. Unitary Charge ("UC")

### 5.1 Monthly Unitary Charge

The monthly Unitary Charge shall comprise:

- a) the Base Element of the Unitary Charge and;
- b) the Marginal Element of the Unitary Charge.

5.2 The monthly Unitary Charge (UC<sub>m</sub>) for any Contract Month 'm' shall be calculated in accordance with the following formula:

$$UC_m = UCBE_m + UCME_m$$

**Where:**

UCBE <sub>m</sub>	the Unitary Charge Base Element for Contract Month 'm', in Contract Year 'y'
UCME <sub>m</sub>	The Marginal Element of the Unitary Charge for Contract Month 'm', in Contract Year

### Calculation of the Base Element of the Unitary Charge

5.3 The monthly Base Element of the Unitary Charge for any Contract Month 'm' shall be calculated in accordance with the following formula:

$$UCBE_m = (MT \div 12) \times BER_y \times I_1$$

**Where:**

MT	the Minimum Tonnage
BER <sub>y</sub>	the applicable Base Element Rate per tonne, for Contract Year 'y'
I <sub>1</sub>	Base Payment Index for the relevant Contract Year as defined in paragraph 19

5.4 Where the Authority considers Contract Waste in the relevant Contract Year will fall below the Minimum Tonnage for the relevant year, then the provisions of Clause 25 (Substitute Waste) shall apply.

5.5 Where the Contractor has failed to comply with Clause 25 (Substitute Waste), the Minimum Tonnage referred to shall be reduced by the tonnage of waste the Contractor would have secured if it had complied with its obligations under Clause 25 (Substitute Waste).

### Calculation of the Marginal Element of the Unitary Charge

5.6 The monthly Marginal Element of the Unitary Charge (UCME<sub>m</sub>) for Contract Month 'm' shall be calculated in accordance with the following formula:

$$UCME_m = \sum_{Bn}^{B1} (MT_m \times MER_y)$$

**Where:**

MT <sub>m</sub>	The number of tonnes of Contract Waste Accepted in Contract Month 'm' in the relevant Band
MER <sub>y</sub>	the applicable Marginal Element Rate per tonne for the relevant Band, for Contract Year 'y'

5.7 The Bands, and the relevant Marginal Element Rates are set out in the Table below:

Band <sup>5</sup>	Contract Waste Tonnage Range per Contract Month	Marginal Element Rate per tonne (£)
1	(Minimum Tonnage ÷ 12) to [Bid back]	[Bid back] (Indexed)
2	[Bid back] to [Bid back]	[Bid back] (Indexed)
n	[Bid back] to (Maximum Tonnage <sup>6</sup> ÷ 12)	[Bid back] (Indexed)

**[Drafting Note - the need for a periodical or annual tonnage reconciliation will be discussed during Dialogue however the Partnership is seeking for the Participants to set the tonnage bands]**

<sup>5</sup> Participants do not have to propose more than one Band

<sup>6</sup> [DRAFTING NOTE - refer to definition in Schedule 2 (Authority's Requirements)]

## 6. Landfill Payment (“LP”)

**[Drafting Note: The Landfill Payments (LP) (Active Landfill Gate Fee and prevailing Landfill Tax) will be made only up to an agreed maximum level of waste that may be Landfilled (the Target Unprocessed Landfill Tonnage). For the avoidance of doubt the Contractor shall be responsible for, and will not be recompensed for, any additional waste (above the Target Unprocessed Landfill Tonnage) sent to Landfill. This will be achieved through the Diversion Performance Deduction mechanism ("D").]**

- 6.1 The Landfill Payment for Contract Month ‘m’ shall be calculated in accordance with the following formula:

$$LP_m = ATLa_m \times (LGA_y + LTA_y)$$

### Where:

ATLa <sub>m</sub>	Actual Tonnage of Active Contract Waste to Landfill in Contract Month ‘m’
LGA <sub>y</sub>	the Active Landfill Gate Fee per tonne for Contract Year ‘y’
LTA <sub>y</sub>	the Active Landfill Tax Rate per tonne for Contract Year ‘y’

## 7. Pass Through Costs ("PTC")

**[Drafting Note: Business Rates will be a pass through payment, to the extent that the Facility is sized for and is predominantly for treatment of the Partnership's waste. The Partnership will pro-rata the business rates payment to the extent that the above requirements are not met based.]**

7.1 National Non-Domestic Rates (NNDR) is the only Pass Through Cost.

7.2 Where the Contractor pays NNDR in respect of the Facilities, the Contractor shall be reimbursed for such NNDR paid as part of the monthly Unitary Charge payable by the Authority.

7.3 Any reimbursement will be payable in the invoice in the Contract Month following payment by the Contractor of the NNDR.

7.4 The Pass Through Cost (PTC) payment for Contract Month 'm' shall be calculated in accordance with the following formula:

$$PTC_m = NNDR_m$$

## 8. Gain Share mechanism ("GS")<sup>7</sup>

- 8.1 The annual Gain Share (GS<sub>y-1</sub>) for Contract Year 'y-1' shall be calculated and applied annually, in Contract Month 'm' of the following Contract Year 'y'.
- 8.2 The Third Party Income Share shall be calculated in accordance with the following:

$$GS_y = \text{The higher of zero and } ([\text{bidback} \cdot \%] \times (AP_y - TP_y))$$

### Where:

GS <sub>y</sub>	the Gain Share in Contract Year 'y'
AP <sub>y</sub>	the Net Third Party Income actually received in Contract Year 'y'
TP <sub>y</sub>	the Guaranteed Net Third Party Income shown in the Base Case for Contract Year 'y'

- 8.3 Gain share will be calculated after taking into account all the actual costs relating to the income generation.

**[Note: Participants should refer to the Payment Mechanism Principles Paper and develop their proposals in line with the Partnership's requirement that gain share mechanisms should be proposed around individual income categories]**

<sup>7</sup> To be developed to reflect individual gain share mechanisms in respect of specific revenue streams agreed with Participants

## 9. Diversion Performance Deductions (“D”)

The concept of a separate deduction for LAS fines for failing the BMW Landfill Performance Target will be discussed with Participants during dialogue

9.1 Diversion Performance Deductions will be calculated and applied quarterly, and be subject to an annual reconciliation as set out in paragraph 10.

9.3 The Diversion Performance Deductions will be applied in the first Contract Month ‘m’ of the following Contract Quarter. Diversion Performance Deductions in respect of a Contract Quarter shall be calculated by reference to the number of tonnes by which the Contractor has exceeded either the Target Unprocessed Landfill Tonnage or the Target Processed Landfill Tonnage.

9.4 The Diversion Failure Deductions will be calculated in accordance with the following formula:-

$$D_{q-1} = Du_{q-1} + Dt_{q-1}$$

**Where:**

Du <sub>q-1</sub>	the Unprocessed Diversion Performance Deduction in respect of Contract Waste for Contract Quarter, ‘q-1’, calculated in accordance with paragraph 9.5.1
Dt <sub>q-1</sub>	the Processed Diversion Performance Deduction for Contract Quarter, ‘q-1’ calculated in accordance with paragraph 9.7.1

### 9.5 Unprocessed Diversion Performance Deduction

9.5.1 The Unprocessed Diversion Performance Deductions (Du<sub>q-1</sub>) will be calculated in accordance with the following formula;-

$$\text{If: } (ATLa_{q-1} + CWNA_{q-1}) > TULT_{q-1}$$

$$\text{then } Du_{q-1} = ((ATLa_{q-1} + CWNA_{q-1}) - TULT_{q-1}) \times DDRa_y$$

$$\text{else, if } (ATLa_{q-1} + CWNA_{q-1}) \leq TULT_{q-1} \text{ then } Du_{q-1} = 0$$

**Where:**

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$ATLa_{q-1}$	Actual Tonnage of Contract Waste Accepted that is not Processed and is Disposed directly to Landfill in Contract Quarter 'q-1'
$CWNA_{q-1}$	Tonnage of Contract Waste Not Accepted in Contract Quarter 'q-1'
$TULT_{q-1}$	Target Unprocessed Landfill Tonnage in Contract Quarter 'q-1' calculated in accordance with paragraph 10.5
$DDRa_y$	Unprocessed Diversion Deduction Rate for Contract Waste in Contract Year 'y'

**Where:**

$$DDRa_y = LGa_y + LTa_y + (ULAR_y \times BMW)$$

**Where:**

$LTa_y$	the actual Active Landfill Tax Rate per tonne for Contract Year 'y'
$LGa_y$	the actual Active Landfill Gate Fee per tonne for Contract Year 'y'
$ULAR_y$	the Unprocessed Landfill Adjustment Rate £200 <sup>8</sup> per tonne, for Contract Year 'y'
$BMW$	The BMW content of Contract Waste [%] [DN – to be discussed and agreed during Dialogue – either use a deemed BMW figure or annual figure calculated by the Environment agency per Waste Data Flow (or any subsequent regime)]

9.5.2  $ULAR_y$  shall be 0 if each of the Partners have met their [LAS Targets] in the Contract Year.

**9.6 Target Unprocessed Landfill Tonnage**

9.6.1 The Target Unprocessed Landfill Tonnage is calculated in accordance with the following formula:-

$$TULT_{q-1} = ULPT_y \times PCW_{q-1}$$

**Where:**

$ULPT_y$	The Unprocessed Landfill Performance Target referred to in Appendix C for Contract Year 'y'
$PCW_{q-1}$	the actual Contract Waste in Contract Quarter 'q-1'

**9.7 Processed Diversion Performance Deduction**

<sup>8</sup> Participants to refer to Payment Mechanism Principles paper on LAS risk



9.7.1 The Processed Diversion Performance Deduction ( $Dt_{q-1}$ ) will be calculated in accordance with the following formula:-

$$\text{If: } APLT_{q-1} > TPLT_{q-1}$$

$$\text{then } Dt_{q-1} = (APLT_{q-1} - TPLT_{q-1}) \times PLAR_y$$

$$\text{else, if } APLT_{q-1} \leq TPLT_{q-1} \text{ then } Dt_{q-1} = 0$$

**Where:**

$APLT_{q-1}$	Actual Processed Landfill Tonnage in Contract Quarter 'q-1'
$TPLT_{q-1}$	Target Processed Landfill Tonnage in Contract Quarter 'q-1', calculated in accordance with paragraph 10.7
$PLAR_y$	Processed Landfill Adjustment Rate [ ] <sup>9</sup> per tonne, indexed according to the provisions of paragraph 19, for Contract Year 'y'

## 9.8 Target Processed Landfill Tonnage

9.8.1 The Target Processed Landfill Tonnage ( $TPLT_{q-1}$ ) is calculated in accordance with the following formula:-

$$TPLT_{q-1} = PLPT_y \times PR_{q-1}$$

**Where:**

$PLPT_y$	the Processed Landfill Performance Target referred to in Appendix C for Contract Year y
$PR_{q-1}$	the actual Processable Contract Waste in Contract Quarter 'q-1'

<sup>9</sup> Unprocessed Landfill Adjustment Rate to be bid back by Participants - refer to Payment Mechanism Principles paper - Partnership needs to understand how biodegradable the Processed material is likely to be.

## 10. Annual Diversion Reconciliation Payment to Contractor (“ADRP”)

### 10.1 Annual Diversion Reconciliation Payment to Contractor (“ADRP”)

10.2 The Annual Diversion Reconciliation Payment (ADRP<sub>y-1</sub>) for Contract Year ‘y-1’ shall be calculated in Contract Month [x]<sup>10</sup> of the following Contract Year ‘y’, in accordance with the following formula:

$$ADRP_{y-1} = ADuRP_{y-1} + ADtRP_{y-1}$$

#### Where:

ADuRP <sub>y-1</sub>	the Annual Unprocessed Diversion Performance Deduction Reconciliation Payment in Contract Year ‘y-1’, calculated in accordance with paragraph 10.3
ADtRP <sub>y-1</sub>	the Annual Processed Diversion Performance Deduction Reconciliation Payment for Contract Year ‘y-1’ calculated in accordance with paragraph [10.6]

### 10.3 Annual Unprocessed Diversion Performance Deduction Reconciliation Payment (“ADuRP<sub>y-1</sub>”)

$$ADuRP_{y-1} = AADu_{y-1} - \sum_{q-x} Du_{q-x}$$

#### Where:

ADuRP <sub>y-1</sub>	Annual Unprocessed Diversion Performance Deduction Reconciliation Payment in Contract Year (y-1)
AADu <sub>y-1</sub>	Actual Annual Unprocessed Diversion Performance Deductions in Contract Year (y-1)
Du <sub>q-x</sub>	the Unprocessed Diversion Performance Deductions in respect of Contract Waste for Contract Quarter, ‘q-x’, calculated in accordance with paragraph [10.4]
q-x	each of the Contract Quarters in Contract Year y-1

10.4 The Actual Annual Unprocessed Diversion Performance Deductions (AADu<sub>y-1</sub>) will be calculated in accordance with the following formula:-

$$\text{If: } (ATLa_{y-1} + CWNA_{y-1}) > TULT_{y-1}$$

$$\text{then: } AADu_{y-1} = ((ATLa_{y-1} + CWNA_{y-1}) - TULT_{y-1}) \times DDRa_{y-1}$$

<sup>10</sup> To be agreed during dialogue

else, if  $(ATLa_{y-1} + CWNA_{y-1}) \leq TULT_{y-1}$  then  $AADu_{y-1} = 0$

**Where:**

$ATLa_{y-1}$	Actual Tonnage of Contract Waste Accepted for Processing that is not Processed and is Disposed directly to Landfill in Contract Year 'y-1'
$CWNA_{y-1}$	Tonnage of Contract Waste Not Accepted in Contract Year 'y-1'
$TULT_{y-1}$	Target Unprocessed Landfill Tonnage in Contract Year 'y-1' calculated in accordance with paragraph 10.5
$DDRa_{y-1}$	Unprocessed Diversion Deduction Rate for Contract Waste in Contract Year 'y-1'

**Where:**

$$DDRa_{y-1} = LGa_{y-1} + LTa_{y-1} + ULAR_{y-1}$$

**Where:**

$LTa_{y-1}$	the actual Active Landfill Tax Rate per tonne for Contract Year 'y-1'
$LGa_{y-1}$	the actual Active Landfill Gate Fee per tonne for Contract Year 'y-1'
$ULAR_{y-1}$	the Unprocessed Landfill Adjustment Rate [ ] <sup>11</sup> per tonne, indexed according to the provisions in paragraph 19, for Contract Year 'y-1'

## 10.5 Target Unprocessed Landfill Tonnage

10.5.1 The Target Unprocessed Landfill Tonnage is calculated in accordance with the following formula:-

$$TULT_{y-1} = ULPT_{y-1} \times PCW_{y-1}$$

**Where:**

$ULPT_{y-1}$	The Unprocessed Landfill Performance Target referred to in Appendix C for Contract Year 'y-1'
$PCW_{y-1}$	the actual Processable Contract Waste in Contract Year 'y-1'

## 10.6 Annual Processed Diversion Performance Deduction Reconciliation Payment (“ADtRP<sub>y-1</sub>”)

$$ADtRP_{y-1} = AADt_{y-1} - \sum_{q-x} Dt_{q-x}$$

<sup>11</sup> Unprocessed Landfill Adjustment Rate to be bid back by Participants - refer to Payment Mechanism Principles paper

**Where:**

$ADtRP_{y-1}$	Annual Processed Diversion Performance Deduction Reconciliation Payment in Contract Year (y-1)
$AADt_{y-1}$	Actual Annual Processed Diversion Performance Deductions in Contract Year (y-1)
$Dt_{q-x}$	the Processed Diversion Performance Deductions in respect of Contract Waste for Contract Quarter, 'q-x', calculated in accordance with paragraph [9.7]
q-x	each of the Contract Quarters in Contract Year y-1

10.6.1 The Actual Annual Processed Diversion Performance Deduction ( $AADt_{q-1}$ ) will be calculated in accordance with the following formula:-

If:  $APLT_{y-1} > TPLT_{y-1}$

then  $AADt_{y-1} = (APLT_{y-1} - TPLT_{y-1}) \times PLAR_{y-1}$

else, if  $APLT_{y-1} \leq TPLT_{y-1}$  then  $AADt_{y-1} = 0$

**Where:**

$APLT_{y-1}$	Actual Processed Landfill Tonnage in Contract Year 'y-1'
$TPLT_{y-1}$	Target Processed Landfill Tonnage in Contract Year 'y-1', calculated in accordance with paragraph 10.7.1
$PLAR_{y-1}$	Processed Landfill Adjustment Rate [ ] <sup>12</sup> per tonne, indexed according to the provisions of paragraph 19, for Contract Year 'y-1'

**10.7 Target Processed Landfill Tonnage**

10.7.1 The Target Processed Landfill Tonnage ( $TPLT_{y-1}$ ) is calculated in accordance with the following formula:-

$$TPLT_{y-1} = PLPT_{y-1} \times PR_{y-1}$$

**Where:**

<sup>12</sup> Unprocessed Landfill Adjustment Rate to be bid back by Participants - refer to Payment Mechanism Principles paper



PLPT <sub>y-1</sub>	the Processed Landfill Performance Target referred to in Appendix C for Contract Year y-1
PR <sub>y-1</sub>	the actual Processable Contact Waste in Contract Year 'y-1'

## 11. Recycling Deduction

The Partnership needs to be protected from the potential recycling fines that the Welsh Government (WG) will levy if the Contractor fails to achieve its contract recycling targets and is responsible for any of the Partners failing their recycling target. The Recycling Deduction is a deduction per tonne and the value of the deduction is £200 per tonne. The Partnership believes it is right that it seeks protection from £200 per tonne fines if:

- (a) the Contractor has failed its Recycling Target and
- (b) if any of the Partners incurs a recycling fine from WG.

In the event that in any Contract Month the aggregate of the Recycling Deductions are greater than the amount of the monthly Unitary Payment, then the excess will be carried forward and set off against any subsequent monthly payments until the outstanding Recycling Deductions is reduced to nil. The Recycling Deductions in respect of a Contract Year will be subject to an annual overall cap as detailed in section 20 below.

Drafting will be agreed with Participants during dialogue

## 12. Performance Standard Deduction ("PSD")

12.1 The Performance Standard Deductions  $PSD_{m-1}$  in respect of Contract Month 'm-1' shall be calculated with reference to the Performance Measurement Framework in accordance with the following formula:-

$$PSD_{m-1} = MPD_{m-1} \times APD_y$$

**Where:**

$MPD_{m-1}$	Monthly Performance Standard Deductions ( $MPD_{m-1}$ ) calculated in accordance with paragraph 12.4
$APD_y$	Annual Performance Standard Deduction ( $APD_y$ ) calculated in accordance with paragraph 12.6

12.2 Provided that the Performance Standard Deductions shall not exceed the Performance Standard Deduction Cap in any one Contract Year set out in [12.8] below;

### 12.3 Monthly Performance Standard Deductions

12.4 Monthly Performance Standard Deductions ( $MPD_{m-1}$ ) in respect of each Payment Period shall be calculated using the following formula:-

$$MPD_{m-1} = \sum (PSF_n \times PDF_n \times I_2)$$

**Where:**

$PSF_n$	The number of Performance Standard Failures in Performance Deduction Category 'n'
$PDF_n$	The Performance Deduction per Performance Standard Failure in Performance Deduction Category 'n' in accordance with [Appendix D]
$I_2$	the Full Indexation Factor for the relevant Contract Year calculated in accordance with paragraph 19

### 12.5 Annual Performance Standard Deduction

12.6 An Annual Performance Standard Deduction ( $APD_y$ ) in respect of each Contract Year shall be calculated using the following formula:-

$$APD_y = \sum (PSF_n \times PDF_n \times I_2)$$

**Where:**

APD <sub>y</sub>	Annual Performance Standard Deduction applicable in respect of the relevant Contract Year
PSF <sub>n</sub>	The number of Performance Standard Failures in Performance Deduction Category 'n'
PDF <sub>n</sub>	The Performance Deduction per Performance Standard Failure in Performance Deduction Category 'n' in accordance with [Appendix D]
I <sub>2</sub>	the Full Indexation Factor for the relevant Contract Year calculated in accordance with paragraph 19

**12.7 Performance Standard Deductions Cap**

12.8 In any Contract Year, the sum of the Performance Standard Deductions (PSD<sub>m</sub>) and Commissioning Performance Deduction (CPD<sub>y</sub>) in that Contract Year shall not exceed £[bid back] Indexed.



### 13. Non Acceptance Deduction ("NAD")

**[Drafting Note: The level of the Non Acceptance Deduction set out below takes into account the impact of non-acceptance on the following other aspects of the Payment Mechanism:**

- a) the Marginal Element of the Unitary Charge is not paid as it is only paid for Contract waste that is Accepted (see 5.6) and,
- b) the Unprocessed Diversion Performance Deduction (see 10.4) is calculated by reference to all Processable Contract Waste regardless of whether it was accepted by the Contractor or not.

As under a "non acceptance" scenario the Partnership is relieved from any obligation to pay the Unitary Charge (both the Base and Marginal elements), the drafting below deducts the Base Element of the Unitary Charge through the Non-Acceptance Base Element Deduction which is the Base Element Rate per tonne multiplied by the Contract Waste tonnage not Accepted.

The drafting also seeks to recover the Partnership's reasonably and properly incurred costs in handling, treating or otherwise disposing of the tonnage of Contract Waste Not Accepted over and above the Unitary Charge which it would have paid had the Contractor accepted the tonnage of Contract Waste Not Accepted].

13.1 In the event that Contract Waste is not Accepted by the Contractor the Non Acceptance Deduction will apply.

13.2 The Non Acceptance Deduction shall be calculated in accordance with the following formula:-

$$NAD_m = NABED_m + TAn_m + (NADR_y \times CWNA_m)$$

**Where:**

NAD <sub>m</sub>	the Non-Acceptance Deduction in respect of Contract Waste for Contract Month 'm'
NABED <sub>m</sub>	The Non-Acceptance Base Element Deduction for Contract Month 'm'
TAn <sub>m</sub>	if applicable, the Transport Adjustment for Non Acceptance calculated in accordance with paragraph 18, in Contract Month 'm'

NADR <sub>y</sub>	the Non-Acceptance Deduction Rate per tonne calculated in accordance with paragraph 13.4 below
CWNA <sub>m</sub>	the Contract Waste tonnage not Accepted in Contract Month 'm'

**Where:**

$$NABED_m = BER_y \times CWNA_m$$

BER <sub>y</sub>	the applicable Base Element Rate per tonne, for Contract Year 'y'
CWNA <sub>m</sub>	the Contract Waste tonnage not Accepted in Contract Month 'm'

**Non Acceptance Deduction Rate**

13.4 The Non Acceptance Deduction Rate shall be the Authority's (pro rated on a per tonne basis) reasonably and properly incurred costs in handling, treating or otherwise disposing of the tonnage of Contract Waste Not Accepted and shall include (without limitation) the following costs to the extent such costs arise directly as a result of such non-acceptance by the Contractor:

13.4.1 any landfill gate fees (excluding Landfill Tax) paid for the disposal of Contract Waste Not Accepted to landfill;

13.4.2 any diversion costs paid for the diversion of Contract Waste Not Accepted away from landfill;

13.4.3 any Landfill Tax incurred;

13.4.4 any amount paid by the Authority to the Partners;

13.4.5 any reasonable administration costs; and

13.4.6 an amount equal to any Landfill Allowance penalties incurred by the Authority as a result of non-acceptance of Contract Waste by the Contractor where the Authority or any of its Partners incur [Landfill Allowances penalties], the value shall be equal to the cost incurred and paid by the Authority and its Partners divided by the total tonnage on which such cost is incurred, times the number of tonnes of Contract Waste not Accepted by the Contractor];



13.4.7 less the withheld Marginal Element of the Unitary Charge plus  
Unitary Charge Base Element for Contract Month 'm', in Contract  
Year 'y' calculated in accordance with paragraph 5.3.



[14. R1 Deduction]

The Participant's Solution must be capable of meeting the Welsh Government Funding Criteria as specified in Appendix E of the Descriptive Document. It is possible under certain circumstances, for the Welsh Government to stop its grant support to the Partnership if the project no longer meets its funding criteria as a result of the performance of the contract. A deduction mechanism is being introduced to the Payment Mechanism to protect the Partnership from the loss of Welsh Government grant support as a result of the Contractor failing to maintain R1 status for its Facility.

The R1 Deduction will not be subject to a cap.

The drafting for this deduction will be agreed with Participants during Dialogue

#### 14. Change in Law payment ("CIL")

14.1 In any Contract Year following a Qualifying Change in Law, a calculation to determine the proportion of the additional costs that should be attributed to Third Party Waste needs to be calculated. The payment will be calculated and applied annually, in Contract Month 3 of the following Contract Year 'y'.

14.2 In accordance with [Schedule 19 of the Contract], the Base Case will be adjusted to reflect any additional capital and operating costs and loss of revenue resulting from the Qualifying Change in Law. The Base Element Rate will be adjusted to reflect the full amount of these additional costs, ignoring any Capital Contribution from the Authority, relating to the Qualifying Change in Law.

14.3 The Change in Law (CIL<sub>y</sub>) amount payable in Contract Year 'y' to the Authority shall be calculated as follows:

$$\text{If: } (CLM_y + BCLM_{y-1}) > TWI_y$$

$$\text{then: } CIL_y = TWI_y \text{ and } BCLM_y = CLM_y + BCLM_{y-1} - TWI_y$$

$$\text{else: } CIL_y = CLM_y + BCLM_{y-1} \text{ and } BCLM_y = 0$$

#### Where:

CIL <sub>y</sub>	the Change in Law amount in Contract Year 'y'
CLM <sub>y</sub>	The amount of the Qualifying Change in Law that relates to Third Party Waste in Contract Year 'y'
BCLM <sub>y-1</sub>	the Change in Law amounts due to the Authority but not paid in Contract Year 'y-1'
TWI <sub>y</sub>	the amount of income generated from sourcing Third Party Waste, over and above that included in the Base Case, relating to Contract Year 'y'

#### Where:

$$CLM_y = TPW_y \times CLR \times I_2$$

TPW <sub>y</sub>	the actual tonnage of Third Party Waste treated at the Facility in Contract Year 'y'
CLR	the Change in Law Rate, being the £ per tonne at the Base Date

	calculated below,
$I_2$	Full Indexation for the relevant Contract Year

**Where:**

$$CLR = IR \div MT$$

IR	the incremental revenue required, relating to the Qualifying Change in Law, for the first full Contract Year impacted, as calculated in accordance with paragraph [14.2] above and deflated at the Full Indexation Rate to April 2010.
XT	being the [Maximum Tonnage - note: if applicable].

**Where:**

$$TWI_y = (Wla_y - (Wlg_y \times I_2)) \times (1 - SP_{NCW})$$

**Where:**

$Wla_y$	the actual amount of income generated by the Contractor from Third Party Waste, as defined in [insert reference], relating to Contract Year 'y'
$Wlg_y$	the amount of real (unindexed) income guaranteed to be generated in the Base Case by the Contractor from Third Party Waste and the Marginal Tonnage of Processable Contract Waste, as defined in [insert reference], relating to Contract Year 'y'
$SP_{NCW}$	Share Percentage for Third Party Waste being [per bid back]

14.4 To the extent that the provisions of Clause [51.3.1] of the Contract apply, the Authority will receive this amount in full through the Change in Law payment, even if there is a restriction on payments due to the level of  $TWI_y$ .

14.5 To the extent that a Qualifying Change in Law impacted upon electricity generation revenues or costs then the provisions of this paragraph in [update reference] would apply save that the calculations would apply to excess electricity income and not the sourcing of Third Party Waste.

## 15. Adjustment and Other Payments (“AOP”)

15.1 Adjustments and Other Payments shall be calculated in accordance with the following formula:

$$AOP_m = AWP_m + TAc_m + SWA_m + [other \cdot tbc]$$

### Where:

AWP <sub>m</sub>	the Ad-Hoc Waste Payment as calculated in paragraph 16.1, for Contract Month ‘m’
TAc <sub>m</sub>	the Transport Adjustment as calculated in paragraph 18, for Contract Month ‘m’
SWA <sub>m</sub>	The Substitute Waste Adjustment, as calculated in paragraph [17], for Contract Month ‘m’
LRP	The Land Rental Payment (including stamp duty land tax) as calculated [Drafting Note - to be completed as appropriate]
IP	Changes in Insurance Premia calculated in accordance with Clause [refer to relevant clause in Project Agreement]
EPS	Excess Profit Share <sup>13</sup>
CP	Change Protocol Abatement [Drafting Note - drafting to be developed]

**15.2 [Drafting Note - The WIDP Change Protocol provides for an “Agreed Abatement” to be applied to the Unitary Charge if the Contractor is late in responding to a Change Notice or in implementing a Change. Therefore the Payment Mechanism should include the necessary provisions for adjusting the Unitary Charge]**

<sup>13</sup> [DRAFTING NOTE - requirement for Excess Profit Share provisions will depend upon Authority's view of Participants' Gain Share Mechanism proposals]

## 16. Ad-Hoc Waste Payment (“AWP”)

16.1 To be developed during dialogue but will be on the basis of:

$$AWP_m = (AWP1_m + AWP2_m + \dots + AWPn_m) + AAWL_m + IAWL_m$$

**Where:**

$AWP_m$	Ad-Hoc Waste payment in Contract Month ‘m’
$AWP1_m$	The number of tonnes of Ad-Hoc Waste type 1 in Contract Month, ‘m’, multiplied by the AD-Hoc Waste Rate per tonne for Ad-Hoc Waste type 1
$AWP2_m$	The number of tonnes of Ad-Hoc Waste type 2 in Contract Month, ‘m’, multiplied by the AD-Hoc Waste Rate per tonne for Ad-Hoc Waste type 2
$AWPn_m$	The number of tonnes of Ad-Hoc Waste type n in Contract Month, ‘m’, multiplied by the AD-Hoc Waste Rate per tonne for Ad-Hoc Waste type n
$AAWL_m$	The number of tonnes of Active Ad-Hoc Waste sent to Landfill in Contract Month, ‘m’, multiplied by the cost of Landfill disposal for active waste
$IAWL_m$	The number of tonnes of Inactive Ad-Hoc Waste sent to Landfill in Contract Month, ‘m’, multiplied by the cost of Landfill disposal for Qualifying Materials





## 17. Substitute Waste Adjustment (“SWA”)

17.1 To be developed during dialogue, but on the basis set out in clause 25 of the Project Agreement.

17.2 Drafting will reflect following key principles:

17.2.1 "Substitute Waste Claw Back": if the Contractor complies with the Substitute Waste provisions and the Substitute Waste Amount payment is not sufficient to leave the Partnership in a "no better no worse" position than it would have been if Contract Waste tonnages had been equal to the "Minimum Tonnage" then, if the Contractor's Third Party Income is above its guaranteed level, the gain share provisions will only apply once the Partnership has been given the benefit of any excess Third Party Income in order to put in a "no better no worse" position.

## 18. Transport Adjustments (“TA”)

### 18.1 Entitlement to a Transport Adjustment

18.2 Where Contract Waste is delivered by the Authority<sup>14</sup> to a location other than the Facility, which results in additional costs being incurred by the Authority<sup>15</sup> then the Transport Adjustment (TA) shall apply.

18.3 The Journey Rates will be calculated in advance of each Contract Year, when the locations of the Contingency Delivery Points are known. Where this is not possible the Journey Rates will be calculate as soon as reasonably possible after the Contingency Delivery Points become known.

### 18.4 Monthly Transport Adjustment for Non-Acceptance of Contract Waste.

18.5 The Transport Adjustment for Non-Acceptance of Contract Waste (TAn) will be the costs associated with dealing with the Non-Acceptance of Contract Waste. When the cost has been determined the Authority shall provide evidence in support of the costs incurred to the Contractor on an open book basis. The Authority shall provide additional information in response to reasonable requests from the Contractor.

18.6 The total Transport Adjustment relating to the Non-Acceptance of Contract Waste (TAn<sub>m</sub>) for Contract Month, ‘m’, shall be the aggregate of the total adjustments for journeys that could not be delivered to the Facility or Contingency Delivery Point due to Non-Acceptance.

#### Where:

$$TAn_m = \sum_j TAn_j$$

#### Where:

TAn <sub>m</sub>	the sum of the Transport Adjustments for Non-Accepted deliveries, as calculated for month ‘m’ and applied as part of the Non Acceptance Deduction calculated in paragraph 13 and paragraph 3 for the Commissioning Period
TAn <sub>j</sub>	the Transport Adjustment cost for Non-Acceptance of Contract Waste for journey ‘j’

<sup>14</sup> Authority in this instance includes the Partners and RHWS operators

<sup>15</sup> Authority in this instance includes the Partners and RHWS operators

### 18.7 Monthly Transport Adjustment for Deliveries of Contract Waste to a Contingency Delivery Point.

18.8 The total Transport Adjustment (TAc<sub>m</sub>) for Contract Month, 'm', shall be the aggregate of the total Transport Adjustments for journeys to designated Delivery Point(s) outside the Agreed Limit.

**Where:**

$$TAc_m = \sum_j TAc_j$$

**Where:**

TAc <sub>m</sub>	the sum of the Transport Adjustments for journeys to designated Contingency Delivery Points as calculated for Month 'm' and applied as part of the "Adjustments and Other Payments" calculated in paragraph 15
TAc <sub>j</sub>	the Transport Adjustment cost for the delivery of Contract Waste to a Contingency Delivery Point for journey 'j', calculated using the journey costs in the table below [to be inserted below]

### 18.9 [Drafting Note: the Partnership will set and agree Journey Costs when the locations of the Contingency Delivery Points are known.]

## 19. Indexation provisions<sup>16</sup>

19.1 Components of the Unitary Payment shall be subject to indexation, as follows:

Component of the Unitary Payment	Index to be used
Commissioning Gate Fee (CGF)	Indexation as appropriate
Base Element Rate (BER)	Base Payment Index
Marginal Element Rate (MER)	Full Indexation
Active Landfill Gate Fee (LGa)	Full Indexation
Performance Standard Deduction (PSD)	Full Indexation
Performance Standard Deduction Cap	Full Indexation
Mileage Adjustment Rate (MAR)	Full Indexation

### 19.2 Base Payment Index

19.2.1 The Base Payment Index shall be calculated in accordance with the following formula:

$$I_1 = I_2 \times (1 - FP)$$

Where:

I1	Base Payment Index for the relevant Contract Year
I2	Full Indexation for the relevant Contract Year
FP	Fixed Proportion of the Base Payment which shall be [x]%

### 19.3 Full Indexation Factor

19.4 Where a single index is used

19.4.1 The Full Indexation Factor for Contract Year 'y' represents the increase or decrease in RPIx over the period since the Base Date and shall be calculated as follows:

<sup>16</sup> To be developed to reflect Participant proposals

$$I_2 = \frac{RPIx_{y-1}}{RPIx_{base}}$$

**Where:**

$I_2$	The Full Indexation Factor for the relevant Contract Year
$RPIx_{y-1}$	The value published for $RPIx^{17}$ for the [February] immediately preceding Contract Year 'y'
$RPIx_{base}$	The value published for $RPIx$ at [ date ] which shall be the cost base date of the revenues in the Base Date

19.5 The Full Indexation Factor should be applied from the relevant Indexation Date.

19.6 Where more than one index is to be used the Full Indexation factor is calculated based on a weighted average for Contract Year 'y' to represents the increase or decrease in the basket of indices since the Base Date and shall be calculated as follows:

$$I_2 = \frac{BI1_{y-1}}{BI1_{base}} \times P1 + \frac{BI2_{y-1}}{BI2_{base}} \times P2 + \frac{BI3_{y-1}}{BI3_{base}} \times P3$$

**Where:**

$I_2$	The Full Indexation Factor for the relevant Contract Year
$BI1_{y-1}$	The value published for [Index 1] for the [February] immediately preceding Contract Year 'y'
$BI1_{base}$	The value published for [Index 1] at [date] which shall be the cost base date of the revenues in the Base Date
P1	The proportion of costs subject to [Index 1], which shall be [ ]%
$BI2_{y-1}$	The value published for [Index 2] for the [February] immediately preceding Contract Year 'y'
$BI2_{base}$	The value published for [Index 2] at [date] which shall be Base Date
P2	The proportion of costs subject to Index 2, which shall be [ ]%
$BI3_{y-1}$	The value published for [Index 3] for the [February] immediately preceding Contract Year 'y'
$BI3_{base}$	The value published for [Index 3] at [date] which shall be the Base Date
P3	The proportion of costs subject to Index 3, which shall be [ ]%

<sup>17</sup> This may be any other index which the Authority agrees to be a suitable index.



19.7 The Full Indexation Factor should be applied from the relevant Indexation Date.

**19.8 Forecast Index**

19.9 For the purposes of calculating indexation pursuant to this paragraph where the relevant Index has not been published by the February preceding the relevant Indexation Date then:

19.9.1 A forecast of the relevant Index shall be used in replacement for the relevant Index;

19.9.2 Within [20] Business Days of the Index Publication Date, the Full Indexation Factor for the relevant Contract Year shall be recalculated, using the published index rather than the Forecast Index, and the relevant Indexable Items shall be adjusted for the period from the relevant Indexation Date to the Index Publication Date; and

19.9.3 If the amount of the Monthly Payment paid by the Authority in respect of the relevant period is either in excess of or less than the amount which would have been paid had RPIx or the relevant specific Index for the month of [February] in the relevant Review Period been published, an amount equal to the shortfall or excess shall be added to or deducted from the first or succeeding Monthly Payment which follows the recalculation pursuant to this paragraph.

**19.10 Changes to Indices Affecting any Indexation Factor**

19.11 If there is a material change in the nature or basis of any Index, or if any Index is discontinued, the Parties shall seek to agree upon an alternative to that Index which as closely replicates the relevant Index as is possible, and such consequential changes shall be made to the calculations provided for in this paragraph as are necessary to ensure that all payments to be made pursuant to this Contract shall be the same as if such change had not occurred. Any dispute regarding changes to the Index and/or calculations may be referred by either Party to the Disputes Resolution Procedure.

19.12 If any error or mistake shall occur in the publication for the figures for the relevant Index which have been used at any time in any calculation pursuant to this Schedule which is subsequently duly acknowledged and corrected by the Office of National Statistics or the relevant body with



responsibility for the publication of such Index, the calculations in which the incorrect figures were used for the adjustments of any part of the Monthly Unitary Charge shall be recalculated using the correct figures. Any dispute regarding the recalculations pursuant to this paragraph may be referred at the request by either Party to the Disputes Resolution Procedure. Any overpayment or underpayment by either Party to the other which has occurred as a result of the incorrect figures shall be paid or repaid by the Party to the other within [7] Business Days of the recalculation being agreed or determined (as the case may be).

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## 20. Overall Deduction Cap

- 20.1 There will be an overall annual cap on all Deductions except Non Acceptance Deductions and R1 Deductions in each Contract Year, y
- 20.2 The cap will be equal to the total notional value of the sum of the Monthly Unitary Charges for Contract Year, y, assuming that all Contract Waste is received, including any tonnage that has not been Accepted by the Contractor. For the avoidance of doubt, the annual cap will not include Landfill Payments and/or Adjustment and Other Payments ("AOP"s) such as Transport Adjustments.
- 20.3 In the event that in any Contract Month the aggregate of the Deductions are greater than the amount of the monthly Unitary Charge, then the excess will be carried forward and set off against any subsequent monthly payments until the outstanding Deductions are reduced to nil.



## PART C - REPORTING

### 21. Report and Invoice

21.1 The Authority requires Participants to develop this Part C during ISFT Dialogue to ensure that the reporting requirements and invoicing requirements are sufficiently detailed to allow the Authority to determine the following:

21.1.1 The Contractor is minimising its requirements for working capital;

21.1.2 The time required to be able to process and have reliable information for both payments and deductions is allowed for, and

21.1.3 The Reporting and Invoicing process is not over complex and burdensome in terms of reconciliations.

21.2 The best solution regarding timing of payments will reflect a balanced structure which takes into account the table below, which gives an indication of the timings of payments.

Payment/Deduction	Payment/Deduction Frequency	Issues
Unitary Charge Base Element	Monthly	Payment known and 1/12th of annual - subject only to adjustments under the Contract (i.e. Indexation).
Unitary Charge Marginal Element	Monthly	Payment only on the basis of actual tonnes of Contract Waste [accepted] by the Contractor above the Minimum Tonnage.
Landfill Payments	Monthly (payment to reflect nature of Landfill contract invoicing arrangements)	In addition to monthly payments there will be quarterly reconciliations to reflect performance against targets.
Transport Adjustment	Monthly ([1 months] in arrears)	Verified contract monitoring information would need to be available, hence the time lag.
Diversion Performance Deductions	[Quarterly with annual reconciliation in arrears] to be discussed with Participants	Based on annual targets - quarterly estimated payments to ensure there are no significant cash flow implications built up subject only to adjustments under the Contract (i.e. Indexation).
Non Acceptance Deductions	[Monthly with annual reconciliation in arrears] to	Verified contract monitoring information would need to be

	be discussed with Participants	available, hence the time lag.
Performance Failure Deductions	Monthly ([1 months] in arrears)	Verified Contract monitoring information would need to be available, hence the time lag subject only to adjustments under the Contract (i.e. Indexation).
Third Party Income gain share	Annually in arrears	Although the sharing levels could be significant they will, by definition, be in excess of base case assumptions and therefore will not impact on normal operating cash flows.
Pass Through Costs	To be agreed on basis of frequency of invoices	Currently limited to NNDR only.

**[Drafting Note: this is a guidance note and will be removed as it is non-contractual]**



## **PART D - Third Party Waste Protocol**

### **22. Third Party Waste Protocol<sup>18</sup>**

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<sup>18</sup> To reflect agreed positions from Authority's Requirements/ Method Statements

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**Appendix A**

**Guaranteed Income**

Contract Year	source 1	source 2	source 3
2015/16			




[note: to be completed on a Solution basis]



## Appendix B

### Calculation of Indexation Base Amount

**[Drafting Note: Set out workings for indexation calculations on a Solution specific basis. Extract from Office for National Statistics website, with historic data removed from the dataset.]**

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## Appendix C- Targets

**[Drafting Note: Set out bid back guaranteed Targets per Contract Year.  
Awaiting confirmation of WAG's definition for Recycling to define Recycling  
Target - requirement for BMW target to be discussed during dialogue]**

### Tonnage (t) of Contract Waste per Contract Year

Column A	Column B	Column C	Column D	Column E	Column F	Column G
Year	Processed Landfill Performance Target	Unprocessed Landfill Performance Target	BMW Landfill Performance Target	Recycling Target	Unadjusted Minimum Tonnage <sup>19</sup>	Maximum Tonnage <sup>20</sup>
	%	%	%	%	Tonnes	Tonnes
1 <sup>21</sup>	[bid back]	[bid back]	[bid back]	[bid back]	[ ]	[ ]
2	[bid back]	[bid back]	[bid back]	[bid back]	[ ]	[ ]
3	[bid back]	[bid back]	[bid back]	[bid back]	[ ]	[ ]
4	[bid back]	[bid back]	[bid back]	[bid back]	[ ]	[ ]
5	[bid back]	[bid back]	[bid back]	[bid back]	[ ]	[ ]
6	[bid back]	[bid back]	[bid back]	[bid back]	[ ]	[ ]
7	[bid back]	[bid back]	[bid back]	[bid back]	[ ]	[ ]
8	[bid back]	[bid back]	[bid back]	[bid back]	[ ]	[ ]
9	[bid back]	[bid back]	[bid back]	[bid back]	[ ]	[ ]
10	[bid back]	[bid back]	[bid back]	[bid back]	[ ]	[ ]
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19	[bid back]	[bid back]	[bid back]	[bid back]	[ ]	[ ]
20	[bid back]	[bid back]	[bid back]	[bid back]	[ ]	[ ]
21	[bid back]	[bid back]	[bid back]	[bid back]	[ ]	[ ]
22	[bid back]	[bid back]	[bid back]	[bid back]	[ ]	[ ]
23	[bid back]	[bid back]	[bid back]	[bid back]	[ ]	[ ]
24	[bid back]	[bid back]	[bid back]	[bid back]	[ ]	[ ]
25 <sup>22</sup>	[bid back]	[bid back]	[bid back]	[bid back]	[ ]	[ ]

Worked Example - **[Drafting Note: to be set out]**

<sup>19</sup> The tonnage figure will be agreed in the Competitive Dialogue)

<sup>20</sup> The tonnage figure will be agreed in the Competitive Dialogue

<sup>21</sup> The first Contract Year may only be part of a year covering the period from the actual Service Commencement Date until the end of that Contract Year.

<sup>22</sup> The last Contract Year may only be part of a year covering the period from the start of that Contract Year to the Expiry Date.

## Appendix D

### Performance Deduction Category

[Note: Set out bid back guaranteed Targets per Contract Year]

### Performance Deduction per Performance Standard Failure

Performance Deduction Category	Performance Deduction Per Performance Standard Failure (£)
A	[ ]
B	[ ]
C	[ ]
D	[ ]
E	[ ]

**[Drafting Note: update to ensure consistency with Performance Framework when calibration completed]**



## APPENDIX 9 -

### ISFT FINANCIAL MODELLING INSTRUCTIONS AND ASSUMPTIONS

The content of Appendix 9 contains information which is exempt from publication under paragraphs 14 (information relating to financial or business affairs) and 21 (public interest test) of Schedule 12 A part 4 of the Local Government Act 1972.

It is viewed in the public interest to treat this Section as exempt from publication. Put simply, the rationale for this is that the information relates to commercial positions of third parties and if such information was released it would adversely affect the authority's ability to obtain best value in future procurements i.e. third parties would be discouraged from providing confidential information to public authorities if such information was to be released and participant's commercial bargaining position.

Therefore on balance, it is submitted that the public interest in maintaining exemption outweighs the public interest in disclosure.

Ref: App 9 - Financial Modelling Instructions - ISFT0.12.11	Issue: Published	20.12.2011	Process Owner: M.Williams	Authorisation:	Page 1 of 1
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## APPENDIX 10 - ISFT TECHNICAL ASSUMPTIONS

This appendix sets out the key technical assumptions.

### 1 Basis of Technical Assumptions

- 1.1 The Planned Service Commencement Date is 1st April 2016.
- 1.2 The purpose of the procurement is for the provision of Design, Build, Finance, Operate and Maintain (DBFOM) facility(ies) and/or a merchant waste treatment facility(ies).
- 1.3 The Contractor shall provide a Solution that will comply with all legislation, guidance, policies and good industry practice and pay particular regard to both the Partnership's and the Welsh Assembly Government's Sustainability Policies and targets.
- 1.4 Following their appointment, the Preferred Bidder shall procure full planning permission for its Solution on either the Optional Site and/or its own site. The Preferred Bidder's responsibility shall include (but is not limited to) the cost and time of preparing an EIA and complying with any planning conditions/environmental permits.
- 1.5 Dependant on the Solution proffered some ancillary waste management services such as (but not limited to) transfer stations and bulking and haulage operations may be required.
- 1.6 A WRATE model is required at the ISFT stage to assess the environmental impact of the Participant's solution. Appendix 14 sets out the data and assumptions to be used as the basis for the WRATE model. Participants are required to comply with the instructions in the appendix to ensure that the models are able to be compared and evaluated.

Please note that all information is provided by way of guidance only and without warranty as to future projections. It is for the Participant to satisfy itself on to the level of waste arising and waste composition in the Partnership's Administrative Area.

## 2 Baseline Waste Arisings

- 2.1 Current waste arisings and recycling/composting performance have been taken from data provided by all five authorities. Data has been provided for the baseline year of 2010/11.
- 2.2 Only municipal waste streams have been included; those streams not considered municipal have not been taken into account and will not form part of the waste arisings for Prosiect Gwyrdd.
- 2.3 The 2010/11 waste arisings for each authority are presented below. These figures have been used as the baseline for the waste modelling.

Caerphilly County Borough Council	Household					Non-household	
	Bring banks	Kerbside	Other hhld	CA	CA Secondary Sort	Trade	Other non- hhld
Glass	140	2,842				399	
Paper/Card recycling for	175	8,851	34	513		379	128
Paper/Card composting for					828		
Cans/metals		1,483	11	718	276	17	127
Plastics		2,475	34		828		126
Textiles	175						
Green waste		3,634	108	2,518			171
Other org (inc kitchen)		8,232					
Timber/wood			102	4,740	2483		524
WEEE				864			
Potentially haz				18			
Misc comb							
Misc non-comb			45	8,617	1103		1,859
Residual							
Haz waste (residual)				46			
Residual waste		26,600	2,350	4,630	1485	7,734	963
<b>Total</b>	<b>490</b>	<b>54,117</b>	<b>2,684</b>	<b>22,664</b>	<b>7003</b>	<b>8,529</b>	<b>3,898</b>
<b>Total MSW</b>		<b>99,385t including inerts</b>					
		<b>90,768t excluding CA inerts</b>					

<b>Cardiff County Council</b>	<b>Household</b>					<b>Non-household</b>	
<b>Tonnes</b>	<b>Bring banks</b>	<b>Kerbside</b>	<b>Other hhd</b>	<b>CA</b>	<b>CA Secondary Sort</b>	<b>Trade</b>	<b>Other non-hhd</b>
Glass	4	7,219		970	0	602	
Paper/Card recycling for	216	16,659		2,240	32	1,818	
Paper/Card composting for							
Cans/metals	13	1,388		793	33	88	
Plastics	40	2,499		298		158	
Textiles	161	0		169			
Green waste		18,337	901	1,985			2,165
Other org (inc kitchen)		6,998		0		431	
Timber/wood				3,362	663		
WEEE			207	1,817			
Potentially haz			32	402	103		32
Misc comb			0	0			
Misc non-comb				5,055	1,819		
Residual							
Haz waste (residual)							
Residual waste	0	65,319	6,291	8,546	640	11,624	755
<b>Total</b>	<b>434</b>	<b>118,419</b>	<b>7,431</b>	<b>25,638</b>	<b>3,290</b>	<b>14,721</b>	<b>2,952</b>
<b>Total MSW</b>	<b>172,886t including inerts</b>						
	<b>167,831t excluding CA inerts</b>						

<b>Monmouthshire County Council</b>		<b>Household</b>				<b>Non-household</b>	
<b>Tonnes</b>		<b>Bring banks</b>	<b>Kerbside</b>	<b>Other hhld</b>	<b>CA</b>	<b>Trade</b>	<b>Other non- hhld</b>
Glass		262	1,463		144	33	
Paper/Card recycling	for	138	5,080		569		
Paper/Card composting	for		0				
Cans/metals		49	267		568		
Plastics		43	622		10		
Textiles		71	0		97		
Green waste			8,146		1,639		289
Other org (inc kitchen)			1,394				
Timber/wood					522		
WEEE					908		
Potentially haz					104		
Misc comb			55		11		
Misc non-comb					0		
Residual							
Haz waste (residual)					16		
Residual waste		0	14,443	2,299	4,600	2,639	103
<b>Total</b>		<b>563</b>	<b>31,468</b>	<b>2,299</b>	<b>9,489</b>	<b>2,673</b>	<b>392</b>
<b>Total MSW</b>		<b>46,884 t</b>					

<b>Newport City Council</b>	<b>Household</b>				<b>Non-household</b>	
<b>Tonnes</b>	<b>Bring banks</b>	<b>Kerbside</b>	<b>Other hhld</b>	<b>CA</b>	<b>Trade</b>	<b>Other non-hhld</b>
Glass		3,650		165	325	
Paper/Card recycling for	95	4,500		300	415	
Paper/Card composting for						
Cans/metals		810		500		
Plastics		1,565		35		
Textiles	75	200		110		
Green waste		7,630		970		1,330
Other org (inc kitchen)		3,300				
Timber/wood				1,865		
WEEE				855		
Potentially haz				140		
Misc comb				75		
Misc non-comb			370	2,310		
Residual						
Haz waste (residual)				5		
Residual waste		27,660	2,900	3,350	3,435	
<b>Total</b>	<b>170</b>	<b>49,315</b>	<b>3,270</b>	<b>10,680</b>	<b>4,175</b>	<b>1,330</b>
<b>Total MSW</b>	<b>68,940t including inerts</b>					
	<b>66,630 excluding inerts</b>					

Vale of Glamorgan County Borough Council	Household				Non-household	
	Bring banks	Kerbside	Other hhld	CA	Trade	Other non- hhld
Glass	641	1,614	0	106	403	
Paper/Card recycling for	419	3,699	0	420	925	
Paper/Card composting for			0			
Cans/metals	66	373		533	93	
Plastics	199	1,074		39	268	
Textiles	167			40		
Green waste		4,053		1,882		
Other org (inc kitchen)		2,530	469			
Timber/wood				1,987		
WEEE				986		
Potentially haz				52		80
Misc comb						
Misc non-comb				3,417		5
Residual						
Haz waste (residual)				36		
Residual waste		20,514	2,425	5,579	5,103	1
<b>Total</b>	<b>1,492</b>	<b>33,857</b>	<b>2,894</b>	<b>15,077</b>	<b>6,792</b>	<b>86</b>
<b>Total MSW</b>	<b>60,198t including inerts</b>					
	<b>56,776t excluding CA inerts</b>					

### 3 Waste Growth

- 3.1 Waste growth assumptions have been made through consideration of historical waste arisings and future household and population projections for each Partner, as set out below.

The growth rates used in the forecasting are:

**Caerphilly**  
**Cardiff**  
**Monmouthshire**  
**Newport**  
**Vale** of  
**Glamorgan**

*Individual Partner Growth Rates have been calculated up to and over the duration of the Contract. For details of the individual Growth Rates please see the Waste Flow Model included within the Data Room “Growth” Tab.*

- 3.2 Applying these MSW growth rates to each Partner gives a waste growth rate for the Partnership of approximately **0.7%** per year in the years following the Planned Service Commencement Date, falling to 0.5% per year towards the Contract Expiry Date.
- 3.3 The total MSW arisings will initially decrease from around 448,000 tpa currently to around 446,500 tpa by 2012, before increasing to 486,000 tpa in 2025 and 523,500 tpa in 2040.
- 3.4 From the modelling, by 2025 it is estimated that the residual household waste per person will be around **185kg** if the Partnership achieve 70% MSW recycling and composting. It is recognised that this does not meet the WAG maximum residual household waste figure of **150kg/person**. However, it must be noted that these are forecast estimates based on modelling assumptions and therefore, all key targets should be discussed with WAG, given that it is a requirement of the funding Terms & Conditions.
- 3.5 The projected number of households used in the waste flow modelling has been taken from the Welsh Assembly Government’s ‘Household Projections for Wales (2006-based): Summary Report’, published by Statistics for Wales in 2009.



#### 4 Waste Composition: Data Sources and Assumptions

4.1 To develop the waste flow models each council was sent a questionnaire requesting the following information:

- a) Tonnage data for 2007/08, 2008/09, 2009/10 and 2010/11;
- b) Information on service enhancements made since 2004;
- c) Proposed service and infrastructure developments;
- d) Waste minimisation campaigns;
- e) How the Partners expect to achieve WAG targets; and
- f) Population growth.

4.2 For the purposes of the waste flow models tonnage data from 2009/10 was used as the baseline. The tonnage data was split into the following categories.

<u>Household Waste</u>	<u>Non-Household Waste</u>
1) <i>Bring bank recyclates</i>	1) <i>Trade recyclates and residual waste</i>
2) <i>Kerbside recyclates, organics and residual waste</i>	2) <i>Other non-household waste, including fly-tipping, abandoned vehicles, asbestos and grounds waste</i>
3) <i>HWRC recyclates, organics and residual waste</i>	
4) <i>Other household waste, including bulky waste, street cleansing &amp; gully waste</i>	

4.3 To project waste arisings and the potential availability of recyclable material into future years, an understanding of the waste composition is required. Previous work on the waste flows for the Outline Business Case was carried out using compositional data from 2003. This work is now being updated to reflect the latest available waste composition data. Further updates on the composition and waste flows are anticipated as the procurement progresses.

- 4.4 Waste Works has been commissioned to carry out waste compositional analysis over a 12 month period so as to have a composition for each Partner that reflects seasonal variations in waste production. The ISOS Waste Flow model used only the summer study issued in July 2009. However, at the time of developing this ISFT waste flow model data reports were available for both the summer (July 2009) and winter (December 2009) studies, as issued in May 2010.
- 4.5 The waste from kerbside collections, CA sites (HWRCs)], trade customers and schools was assessed. For the purposes of the waste flow models schools waste has been classified as non-household and combined the data with the trade waste. CA site loose waste and CA site black bag waste were considered separately in the waste composition analysis; for the purpose of the waste flow model the information was combined.
- 4.6 Utilising the Acorn demographic classification household waste was assessed from different social areas across the five local authorities. Then, to reflect the housing stock in each authority Waste Works developed composition profiles.
- 4.7 There was no compositional data provided for collections relating to “other household waste” and “other non-household waste”. In these cases waste compositional data from the AEA Technology 2003 study was used.

## 5 Waste Composition Adjustments

- 5.1 The waste composition is an estimate and it should be realised that the assumptions made for future years may not be a true reflection of the composition. Details on the adjustments to the waste composition are contained below.

### 5.2 Household Waste

- 5.3 Compositional analysis studies were carried out in July and December 2009, the Waste Work report issued in May 2010 presents an average of these two studies. This composition has been amended to reflect tonnage data received from the Partners.

### 5.4 Other Household Waste

- 5.5 It is assumed that “Other household waste” will include waste streams such as bulk collections and litter. The compositions provided by

Waste Works on bulky and litter tonnages have been used to provide an average composition for “Other household waste”. This composition has been amended to reflect tonnage data received from the Partners.

#### **5.6 Civic Amenity Waste**

5.7 Compositional analysis studies were carried out in July and December 2009, the Waste Work report issued in May 2010 presents an average of these two studies. This composition has been amended to reflect tonnage data received from the Partners.

#### **5.8 Trade Waste**

5.9 A composition analysis of trade waste was carried out by Waste Works in July 2009 and December 2009, the Waste Work report issued in May 2010 presents an average of these two studies. This composition has been amended to reflect tonnage data received from the Partners.

#### **5.10 Other Non-household Waste**

5.11 The composition analysis of primary and secondary school waste was carried out by Waste Works in July 2009 and December 2009. For the purposes of the waste flow modelling exercise the two compositions were merged together and considered as “Other Non-household waste”. This composition has been amended to reflect tonnage data received from the Partners.

## 6 Waste Compositions used in Modelling

<b>Caerphilly</b>	% bio-degradable	<b>Household collected</b>	<b>Other household</b>	<b>CA waste (household)</b>	<b>Trade</b>	<b>Other non-household</b>
		Waste Works 2009	Waste Works 2009	Waste Works 2009	Waste Works 2009	Waste Works 2009
<i>Glass</i>	0%	8.67%	2.78%	0.92%	8.54%	0.27%
<i>Paper/Card</i>	100%	25.75%	10.31%	6.34%	38.33%	14.07%
<i>Cans/metal</i>	0%	3.67%	3.88%	4.80%	4.21%	3.86%
<i>Plastics</i>	0%	11.99%	9.46%	4.61%	14.13%	8.91%
<i>Textiles</i>	50%	2.00%	1.15%	1.00%	1.65%	0.62%
<i>Green Waste</i>	100%	6.53%	17.13%	9.99%	0.83%	4.87%
<i>Kitchen waste</i>	100%	31.49%	9.23%	1.00%	23.97%	11.40%
<i>Timber</i>	100%	0.29%	5.09%	30.70%	1.19%	11.73%
<i>WEEE</i>	0%	0.65%	15.12%	3.70%	0.73%	0.36%
<i>Potentially haz</i>	0%	0.24%	0.07%	1.02%	0.73%	0.09%
<i>Misc comb</i>	50%	6.18%	22.01%	9.40%	3.67%	0.69%
<i>Misc non-comb</i>	0%	1.30%	3.29%	26.41%	1.47%	42.24%
<i>Haz waste</i>						
<i>Fines</i>	50%	1.24%	0.48%	0.12%	0.55%	0.89%
		100.00%	100.00%	100.00%	100.00%	100.00%

Cardiff	% bio-degradable	Household collected	Other household	CA waste (household)	Trade
		Waste Works 2009	Waste Works 2009	Waste Works 2009	Waste Works 2009
Glass	0%	8.21%	3.62%	4.52%	8.25%
Paper/Card	100%	22.18%	11.31%	8.89%	45.21%
Cans/metal	0%	3.32%	4.35%	6.34%	3.37%
Plastics	0%	11.54%	10.20%	8.37%	11.80%
Textiles	50%	2.59%	1.50%	5.58%	1.38%
Green Waste	100%	15.90%	5.66%	7.97%	0.69%
Kitchen waste	100%	26.26%	12.03%	4.30%	22.33%
Timber	100%	0.96%	0.24%	16.75%	1.00%
WEEE	0%	0.45%	19.72%	6.83%	0.61%
Potentially haz	0%	0.62%	0.10%	0.29%	0.61%
Misc comb	50%	5.56%	29.20%	24.12%	3.06%
Misc non-comb	0%	0.62%	1.45%	4.89%	1.23%
Haz waste					
Fines	50%	1.80%	0.63%	1.14%	0.46%
		100.00%	100.00%	100.00%	100.00%

Monmouthshire	% bio-degradable	Household collected	Other household	CA waste (household)	Trade	Other non-household
		Waste Works 2009	Waste Works 2009	Waste Works 2009	Waste Works 2009	Waste Works 2009
Glass	0%	7.88%	3.64%	4.64%	5.62%	0.58%
Paper/Card	100%	19.45%	11.35%	17.71%	37.31%	23.79%
Cans/metal	0%	3.77%	4.37%	6.25%	4.37%	2.52%
Plastics	0%	8.62%	10.23%	6.64%	15.28%	13.19%
Textiles	50%	2.16%	1.50%	1.92%	1.79%	1.30%
Green Waste	100%	26.73%	2.81%	17.80%	0.89%	28.97%
Kitchen waste	100%	18.10%	12.08%	11.87%	25.70%	23.93%
Timber	100%	0.27%	0.24%	4.59%	1.29%	0.94%
WEEE	0%	1.14%	19.79%	9.34%	0.79%	0.76%
Potentially haz	0%	0.65%	0.10%	0.97%	0.79%	0.18%
Misc comb	50%	3.87%	31.81%	14.57%	3.97%	1.44%
Misc non-comb	0%	2.51%	1.46%	1.67%	1.59%	0.54%
Haz waste						
Fines	50%	4.85%	0.63%	2.03%	0.60%	1.87%
		100.00%	100.00%	100.00%	100.00%	100.00%

<b>Newport</b>	% bio-degradable	<b>Household collected</b>	<b>Other household</b>	<b>CA waste (household)</b>	<b>Trade</b>	<b>Other non-household</b>
		Waste Works 2009	Waste Works 2009	Waste Works 2009	Waste Works 2009	Waste Works 2009
Glass	0%	8.69%	3.75%	5.68%	7.40%	0.80%
Paper/Card	100%	21.77%	11.70%	5.85%	33.18%	33.00%
Cans/metal	0%	3.93%	4.50%	7.97%	2.70%	3.50%
Plastics	0%	11.28%	10.55%	7.45%	9.43%	18.30%
Textiles	50%	2.75%	1.55%	3.14%	1.10%	1.80%
Green Waste	100%	15.50%	2.90%	9.24%	24.75%	1.45%
Kitchen waste	100%	23.10%	12.45%	1.36%	15.86%	33.20%
Timber	100%	1.35%	0.25%	22.12%	0.80%	1.30%
WEEE	0%	0.74%	20.40%	8.86%	0.49%	1.05%
Potentially haz	0%	0.55%	0.10%	1.35%	0.49%	0.25%
Misc comb	50%	5.76%	29.70%	4.74%	2.45%	2.00%
Misc non-comb	0%	3.13%	1.50%	22.15%	0.98%	0.75%
Haz waste	0%					
Fines	50%	1.47%	0.65%	0.10%	0.37%	2.60%
		100.00%	100.00%	100.00%	100.00%	100.00%

Vale of Glamorgan	% bio-degradable	Household collected	Other household	CA waste (household)	Trade	Other non-household
		Waste Works 2009	Waste Works 2009	Waste Works 2009	Waste Works 2009	Waste Works 2009
Glass	0%	8.08%		2.05%	8.96%	0.00%
Paper/Card	100%	22.15%		6.87%	41.24%	0.00%
Cans/metal	0%	3.79%		3.61%	4.63%	0.00%
Plastics	0%	11.05%		6.21%	15.32%	0.00%
Textiles	50%	3.35%		1.70%	1.43%	0.00%
Green Waste	100%	14.02%		14.95%	0.71%	0.00%
Kitchen waste	100%	28.39%		2.57%	20.52%	88.56%
Timber	100%	0.55%		18.90%	1.03%	0.00%
WEEE	0%	0.48%		7.36%	0.63%	0.00%
Potentially haz	0%	0.21%		1.03%	0.63%	8.32%
Misc comb	50%	5.95%		10.47%	3.17%	0.00%
Misc non-comb	0%	0.62%		24.15%	1.27%	3.12%
Haz waste						
Fines	50%	1.37%		0.14%	0.48%	0.00%
		100.00%	0%	100.00%	100.00%	100.00%

## 7 Existing and Planned Council Services

7.1 Consideration has been given to current and future services and campaigns that may increase recycling or cause a reduction in overall waste arisings. New recycling collection services will divert more waste away from landfill and this must be factored into the model. The success of a door knocking campaign is less predictable, but consideration in the waste flow model has also been provided. Future schemes from each Partner are as follows:



## **Caerphilly Council**

Caerphilly Council currently provides:

- *Weekly mixed dry recyclable collection;*
- *A weekly food and green waste collection (implemented October 2009, i.e. following the composition surveys);*
- *Six Household Waste Recycling Centres, with post-sort of residual from sites;*
- *Twenty-five Bring Sites;*
- *Four Waste Advisory Wardens to assist residents in all aspects of waste disposal/minimisation; and*
- *Fortnightly residual waste collection (implemented October 2009, i.e. following the composition surveys).*

With a view to achieving the latter targets Caerphilly Council intends to:

- *Carry out a door stepping campaign; and*
- *Introduce a commercial food waste collection service.*

The assumptions made in the waste flow modelling on the changes to Caerphilly Council's services required to achieve the WAG targets are:

<b>2012-13</b>	<p>Increasing capture rates of recyclable material from kerbside collections.</p> <p>Increasing capture rate of kerbside food waste to approximately 63% participation.</p> <p>Improving captures rates at CA sites to approximately 80%.</p> <p>Improving capture rate of material from trade waste collections to approximately 60%.</p> <p>Introducing food waste scheme for trade waste.</p> <p>Maintaining current recycling schemes for non-household waste.</p>
<b>2015-16</b>	<p>Capturing in excess of 70% of recyclable material from kerbside collections.</p> <p>Maintaining high levels of segregation at CA site.</p> <p>Maintaining recycling schemes for non-household waste.</p>
<b>2019-20</b>	<p>Capturing in excess of 80% of recyclable material from kerbside collections.</p> <p>Improving segregation of waste at CA sites to in excess of 80%.</p>





	Capturing between 60 to 80% of recyclable material in trade waste collections.
<b>2024-25</b>	Maintaining previous target level of recycling performance and counting IBA towards overall recycling rate.

## **Cardiff Council**

*Cardiff City Council currently provides:*

- *A fortnightly residual waste collections (implemented September 2011, i.e. following the composition surveys);*
- *A weekly mixed dry recycling collection;*
- *A weekly food waste collection;*
- *A fortnightly green waste collection;*
- *Twenty-two bring sites; and*
- *Four Household Waste Recycling Centres, with post-sort of residual waste.*

*With a view to achieving the latter targets Cardiff City Council intends to:*

- *Add a fifth HWRC;*
- *Maximise participation levels;*
- *Increase segregation at HWRCs;*
- *Implement targets to commercial customers; and*
- *Continued monitoring, education and increased enforcement.*

*The assumptions made in the waste flow modelling on the changes to Cardiff Council's services required to achieve the WAG targets are:*

<b>2012-13</b>	<p>Capturing in excess of 40% of a wide range of recyclable material from kerbside collections.</p> <p>Increasing capture rate of food waste kerbside scheme to approximately 33%.</p> <p>Maintain captures rates at CA sites of approximately 80%.</p> <p>Increase capture rate of material from trade waste collections to 60-80%.</p> <p>Maintaining current recycling schemes for other waste streams.</p>
<b>2015-16</b>	<p>Capturing in excess of 50% of recyclable material from kerbside collections.</p> <p>Increasing capture rates at CA sites to approximately 85%.</p> <p>Further increase in capture rates of materials from trade collections.</p> <p>Maintaining current recycling schemes for other waste streams.</p>

<b>2019-20</b>	<p>Capturing in excess of 60% of recyclable material from kerbside collections.</p> <p>Improving segregation of waste at CA sites to in excess of 85%.</p> <p>Capturing between 80 and 90% of recyclable material in trade waste collections.</p> <p>Expand food waste service for trade waste.</p>
<b>2024-25</b>	<p>Maintaining previous target level of recycling performance and counting IBA towards overall recycling rate.</p>

### **Monmouthshire Council**

*Monmouthshire Council currently provides:*

- *A fortnightly residual waste collection(implemented September 2010, i.e. following the composition surveys);;*
- *A weekly mixed dry recycling bag collection;*
- *A weekly organics collection;*
- *Twenty-eight Bring sites;*
- *Four Household Waste Recycling Centres and*
- *Recycling of material from bulk collections by means on a Community Partnership.*

*With a view achieving the latter targets Monmouthshire Council intends to:*

- *Expand recycling collection schemes to all households; and*
- *Enhance HWRCs.*

*The assumptions made in the waste flow modelling on the changes to Monmouthshire Council's services required to achieve the WAG targets are:*

<b>2012-13</b>	Capturing in excess of 40% of a wide range of recyclable material from kerbside collections. Increase captures rates at CA sites to approximately 80%.
<b>2015-16</b>	Capturing in excess of 50% of recyclable material from kerbside collections. Maintain high capture rates at CA sites.
<b>2019-20</b>	Capturing in excess of 55% of recyclable material from kerbside collections. Develop a trade food waste collection service.
<b>2024-25</b>	Maintaining previous target level of recycling performance and counting IBA towards overall recycling rate.

## **Newport Council**

*Newport Council currently provides:*

- *A weekly recycling collection service;*
- *A fortnightly residual waste collection; and a fortnightly green waste and cardboard collection;*
- *A weekly kitchen waste collection;*
- *Thirteen Bring Sites;*
- *One Household Waste Recycling Centre.*

*With a view to achieving the latter targets Newport intends to:*

- *Expand food waste collection to 94% of households during 2010;*
- *Improve and expand HWRC; and*
- *Limit bin capacity.*

*The assumptions made in the waste flow modelling on the changes to Newport Council's services required to achieve the WAG targets are:*

<b>2012-13</b>	Capturing in excess of 4050% of a wide range of recyclable material from kerbside collections. Increase capture rate of food waste from the kerbside to over 80%. Increase captures rates at CA sites to approximately 80%.
<b>2015-16</b>	Capturing 55-80% of recyclable material from kerbside collections. Improving material capture rates in trade service to approximately 50%.
<b>2019-20</b>	Capturing in excess of 70% of recyclable material from kerbside collections.
<b>2024-25</b>	Maintaining previous target level of recycling performance and counting IBA towards overall recycling rate.

### **Vale of Glamorgan Council**

- *Vale of Glamorgan Council currently provides: A weekly mixed dry recycling collection, (implemented September 2011, i.e. following the composition surveys);*
- *A weekly food waste collection;*
- *Fortnightly residual waste collection*
- *A garden waste collection;*
- *Two Household Waste Recycling Centres; and*
- *Forty-six bring sites.*

*With a view to achieving the latter targets Vale of Glamorgan intends to:*

- *Develop a new HWRC (by December 2010);*
- *Consider introducing co-mingled kerbside dry recycling collection to increase capture and participation rates;*
- *Provide bins for the recycling of household batteries; and*
- *Increase the size of a HWRC.*

*The assumptions made in the waste flow modelling on the changes to the Vale of Glamorgan Council's services required to achieve the WAG targets are:*

<b>2012-13</b>	Increasing kerbside capture rates to around 65%. Implementation of kerbside food waste recycling scheme with a capture rate of approximately 60%.
<b>2015-16</b>	Increasing capture rate of kerbside food waste to 70%.
<b>2019-20</b>	Capturing around 60-70% of recyclable material from kerbside collections. Increase capture rate of kerbside food waste to 90%.
<b>2024-25</b>	Maintaining previous target level of recycling performance and counting IBA towards overall recycling rate.



## Question Pro-Forma Instructions

### **PROSIECT GWRYDD RESIDUAL WASTE TREATMENT PROJECT (THE "PROJECT")**

All questions relating to completion of the ISFT (ITT) should be submitted in writing using the pro-forma below and sent by email to:

[www.etenderwales.bravosolution.co.uk](http://www.etenderwales.bravosolution.co.uk)

All clarifications should be clearly marked and include the name, contact details and position of the person making the communication. All requests should be raised through a single point of contact appointed by the Participant.

The Partnership also reserve the right to disseminate information that is materially relevant to all Participants, even if the information has only been requested by one Participant, subject to the duty to protect any Participant's commercial confidence in its Solutions. Should Participants wish to avoid such disclosure (for example, on the basis that the request contains, or the likely response will contain, commercially confidential information or may give another Participant a commercial advantage) the request must be clearly marked "commercially confidential". The Participant must set out the reason or reasons for the request for non-disclosure to other Participants.

If the Partnership considers that (in its absolute discretion), in the interests of open and fair competition, it is unable to respond to the question or request for clarification or further information on a confidential basis, it will inform the Participant who has submitted it. The Participant must as soon as practicable thereafter respond in writing requesting that either the query be withdrawn or treated as not confidential. The Partnership will deem that the question or request for clarification or further information has been withdrawn if the Partnership is not contacted in writing within five (5) Business Days following informing the Participant as referred to above.

The closing date for receipt by the Project Team of questions is **12:00:00 on T.B.C**

<b>Question Set:</b>				<b>Date:</b>	
<b>Name:</b>				<b>Position:</b>	
<b>Organisation Name:</b>					
<b>Telephone:</b>					
<b>Email:</b>					
<b>NO:</b>	<b>ISFT REF</b>	<b>QUESTION</b>	<b>Commercially Confidential Yes/No if 'Yes' Please provide a reason</b>	<b>PG REF</b>	<b>PG RESPONSE</b>



## APPENDIX 11 – ISFT FORMS

### [Form 2 Cross Reference Supporting Information]

Participants are reminded that they should **not** refer the Partnership to company literature, brochures or any marketing or promotional material as answers to any of the questions. Such responses will be deemed inadequate and shall not be considered by the partnership.

Question Reference	Cross Reference	Date uploaded to Bravo
MS 1.1a		
MS 1.1b		
MS 1.2		
MS 1.3		
MS 1.4		
MS 1.5		
MS 1.6		
MS 1.7		
MS 1.8		
MS 1.9		
MS 1.10		
MS 1.11		
MS 1.12		
MS 2.1		
MS 2.2		
MS 2.3		
MS 2.4		
MS 2.5		
MS 2.6		
MS 3.1		
MS 3.2		
MS 3.3		
MS 3.4		
MS 3.5		
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MS 4.10		

MS 4.11		
MS 5.1		
MS 5.2		
MS 5.3		
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MS 5.9		
MS 5.10		
MS 6.1		
MS 7.1		
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7.2.5		
7.2.6		



## Appendix 11 – ISFT FORMS

### [Form 3 ISFT Covering Letter]

**Note: Participants should copy the following text and submit using company headed paper.**

#### ISFT COVERING LETTER [HEADED PAPER]

[INSERT DATE]

Dear [Insert]

#### **Final Tender Submission – Prosiect Gwyrdd's Waste Treatment Solution for Municipal Waste**

Having examined the ISFT and other documents made available to us by the Partnership and any subsequent clarifications, and having satisfied ourselves as to all other matters relevant thereto, we enclose our Final Tender submission. We confirm that this, taken together with the documents submitted as part of the Draft Final Tender stage, comprises all of the documents required to be submitted in accordance with the requirements set out in the ISFT, other documents made available to us by the Partnership and any subsequent clarifications. These documents are identified in the Draft Final Tender and Final Tender checklists submitted as part of our Final Tender submission are in an agreed form and no further changes shall be made otherwise than in the absolute discretion of the Partnership.

We hereby tender and offer to undertake the Works and to provide the Services, which are more particularly referred to in the ISFT, other documents made available to us by the Partnership and any subsequent clarifications supplied to us for the purpose of tendering for this Project, on the terms of our Final Tender submission. We confirm that the Final Tender represents the view of all members of the Participant's consortium including the guarantor.

We confirm that we have read and understood all the documentation issued by or on behalf of the Partnership including, for the avoidance of doubt, the Important Notices and accept the conditions and undertaking set out therein. Our Final Tender submission remains valid for acceptance by the Partnership for 6 months following the anticipated date of the Financial Close].



We hereby certify that:

the information supplied at selection stage in our PQQ and subsequently during the ISOS and ISDS and ISFT stages, (including in our ISOS submission, ISDS, Draft Final Tender and Final Tender submission) remains current and valid and there is no material information which should be drawn to the Partnership's attention regarding our position;

**OR**

the following information supplied at selection stage and/or ISOS and/or ISDS and/or ISFT stage is no longer current and valid. A separate letter is enclosed detailing issues/information which are materially different from that previously supplied. A copy of this letter is also supplied with the Executive Summary in Part One of our Final Tender submission.

**[delete sections above as appropriate]**

We confirm that by submitting our Final Tender, we have satisfied ourselves as to the accuracy and completeness of the information we require in order to do so (including that contained within the ISFT and any other documents made available to us by the Partnership and any subsequent clarifications).

We confirm that any determination by the Partnership that our Final Tender is the most economically advantageous tender will not constitute a binding agreement or contract between us until a formal written agreement or agreements have been executed. We understand that the Partnership reserves the right to accept or refuse this tender whether it is lower, the same or higher than any other tender. We agree that the formal agreement shall comprise the finalisation and completion of the Contract in the agreed form as identified in the Draft Final Tender and Final Tender checklists submitted as part of our Final Tender submission subject to any amendments that have arisen in subsequent fine-tuning, together with the completion of other requisite documentation. In the event of our selection as Preferred Bidder, we agree to complete the necessary steps and execute all documentation that is agreed as part of the fine tuning or following submission of our offer.

We confirm that the Final Tender submitted will be regarded as unconditional and capable of acceptance by the Partnership. We acknowledge that only fine tuning and clarification will be permitted following close of the dialogue and submission of the Final Tenders and all substantive issues have been raised during the Competitive Dialogue Procedure. We agree and



acknowledge that the Partnership has reserved the right to reopen the Competitive Dialogue Procedure and to invite the Reserve Bidder (or, as the case may be, the previously deselected Participant(s)) to participate in further dialogue if substantive issues are raised following the close of dialogue and selection of Preferred Bidder.

Without limitation to our confirmation above, we undertake to keep all the ISFT and all associated tender documentation, guidance, project documentation and any clarifications issued by the Partnership during the procurement of the Project secret and secure and agree not to disclose, copy, reproduce or distribute any of this information to any other person at any time except for the purpose of preparing, submitting, clarifying our Final Tender submission in connection with this Project.

**Signed as a deed:**

**for and on behalf of the Participant:**

**Dated:**

**Position at Participant organisation:**

**Signed as a deed:**

**Dated:**

**Names of intended shareholders of the Special Purpose Vehicle:**

We confirm that we have reviewed the proposed transaction and are pleased to confirm our support in connection with the Final Tender submission and our willingness to provide a guarantee of the Contractor's obligations in connection with this Project.

**Signed as a deed:**

**for and on behalf of the Guarantor:**

**Dated:**

**Position at Guarantor organisation:**

Please see paragraph 3.6 of the ISFT for signatory requirements.



## Appendix 11 – ISFT FORMS

### [Form 4 Conflict Of Interest Declaration]

#### Declaration of Conflict of Interest

Please identify any potential conflicts of interest that could arise as a result of your involvement in the procurement for the award of the Contract.

Examples of circumstances in which potential conflicts could arise include (but are not limited to) where:

- any member of the Participant's Team or any person employed or engaged by or otherwise connected with any member of the Participant's Team is carrying out any work for any of the Partners (or the Partnership) or has carried out work for any of the Partners (or the Partnership) in the last six months;
- any member of the Participant's Team is providing works or services for more than one potential Participant in respect of this procurement process.

**If no potential conflict of interest is identified, please circle NO.**

**Where a potential conflict of interest exists it must be declared and details, including your proposed approach to dealing with the conflict of interest, must be provided in the box below.**

YES/NO

Signed (1) + \_\_\_\_\_

Position in Organisation: \_\_\_\_\_

Signed + \_\_\_\_\_

Ref: App 11 - Form 4 Conflict of Int Dec - ISFT	Issue: Published	20.12.2011	Process Owner: M.Williams	Authorisation: Project Board	Page 1 of 2
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Status \_\_\_\_\_

(for and on behalf of \_\_\_\_\_)

Date \_\_\_\_\_

+ A director or the company secretary in the case of a company  
A partner in the case of a partnership

Please see section 3.6 of this ISFT for further information in relation to the signature requirements of this form.

Ref: App 11 - Form 4 Conflict of Int Dec - ISFT	Issue: Published	20.12.2011	Process Owner: M.Williams	Authorisation: Project Board	Page 2 of 2
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**Appendix 11 – ISFT FORMS**

**[Form 5 Consortium Commitment Form for the ISFT stage]**

**Consortium Commitment Form for the ISFT stage.**

*To be completed where a consortium arrangement is proposed (including the use of a Significant Subcontractor).*

We the undersigned confirm that we are the actual/proposed members of the consortium arrangement (including the use of a Significant Subcontractor) referred to in this Final Tender (which includes the Draft Final Tender). We further confirm that we agree to the organisation named below acting as Lead Organisation.

**Lead Organisation**

Signed: ..... Date: .....

Signed: ..... Date: .....

For and on behalf of: .....

**Proposed/Actual Consortium Members**

Signed: ..... Date: .....

Signed: ..... Date: .....

For and on behalf of: .....

Signed: ..... Date: .....

Signed: ..... Date: .....

For and on behalf of: .....



Signed: ..... Date: .....

Signed: ..... Date: .....

For and on behalf of: .....

This acknowledgement should be signed:

- (a) where the proposed/actual consortium member is an individual, by that individual;
- (b) where the proposed/actual consortium member is a partnership, by two duly authorised partners; and
- (c) in the case of a company, by two directors or a director and the secretary of the company.

## APPENDIX 12 – PAYMENT MECHANISM PRINCIPLES PAPER

### 1. STATUS OF THIS DRAFT

- 1.1 This Payment Mechanism Principles Paper has been developed by the Partnership to provide Participants with an understanding of the principles that the Partnership is proposing for the Payment Mechanism (“PM”).
- 1.2 The Partnership intends to follow the WIDP Residual Waste Procurement Pack guidance as well as SoPC4 principles, as amended by WAG/WPPO, in developing the Payment Mechanism. The Payment Mechanism will be structured to take account of project specifics and will evolve through the dialogue process to take account of the technological solution(s) put forward by each Participant.
- 1.3 Whilst the Partnership will agree the final form of the Payment Mechanism during dialogue with the Participants it does not intend without good reason, to move from the principles set out in this Paper.
- 1.4 This paper is intended to be read in conjunction with the Authority’s Requirements (included as Appendix 6 Authority Requirements of the ISFT document) and the Performance Management Framework.
- 1.5 It has been developed on the basis that the Solution delivers a Residual Waste treatment Solution on a design, build, finance, operate and maintain (DBFOM) basis and would need to be reviewed if there were any change to the scope of the Services required.
- 1.6 The principles have been developed assuming that the Partnership's (or their contractor) waste collection vehicles under the Partnership's direction are responsible for transporting Contract Waste to the Delivery Points.

### 2. STRUCTURE OF THE DOCUMENT

- 2.1 The document has been structured on the basis of:
  - a) setting out core principles of the PM (paragraph 3); then
  - b) setting out key aspects of the PM in more detail (paragraph 4 onwards).

### 3. PAYMENT MECHANISM PRINCIPLES

3.1 The PM will be developed in accordance with the following principles:

#### ***Payments from the Partnership to the Contractor***

- 3.1.1 The Partnership will make payments during the Commissioning Period and Service Period on the following basis:
- a) During the <sup>1</sup>Commissioning Period - Payments will be based on pre-agreed operating costs, capped at the partnership's current landfill disposal costs, to which a partial deduction regime will apply<sup>2</sup>; and
  - b) During the Services Period - Payments will primarily be based on unitary charge principles to which a gain share and full deduction regime will apply.

#### ***Basis of Payments during the Commissioning Period***

- 3.1.2 The Commissioning Period is defined as the period between the Readiness Date (i.e. following the issue of the Readiness Test Certificate) and the Service Commencement Date (i.e. following the issue of the Acceptance Test Certificate), during which Contract Waste is required for testing.
- 3.1.3 During this period the Partnership will:
- a) provide Contract Waste for processing pursuant to the Commissioning Plan; and
  - b) pay the Contractor its predefined operating costs for treating the Contract Waste (for the avoidance of doubt this will be a finite period up to the Acceptance Longstop Date after which no further commissioning payments will be made and other contractual provisions will apply).
  - c) Non-Acceptance Deductions will be incurred if the Contractor fails to accept any of the Contract Waste

<sup>1</sup> Note to Participants: this means the 'hot' commissioning period during which waste will be delivered for testing and commissioning

<sup>2</sup> the payment will be no higher than the avoided cost of landfill ; Performance Failure Deductions where applicable will form the basis of the partial deduction regime.

delivered by the Partnership during the Commissioning Period.

- d) Mileage Deductions will apply during the Commissioning Period if the Contractor does not accept Contract Waste at the Delivery Point but at the Contingency Delivery Point.

### ***Basis of Payments during the Service Period***

3.1.4 During the Service Period the full PM will apply (i.e. payments and deductions).

3.1.5 Upon commencement of the Service Period the Partnership will pay:

- a) a fixed Unitary Charge Base Element (UCBE) on a "take or pay" basis relating to a stated tonnage of Contract Waste, the "Minimum Tonnage". The Minimum Tonnage is 135,000 and remains fixed in tonnage terms throughout the Contract Period.

Note 1: The Partnership is not making any contracted commitment to deliver any minimum level of Contract Waste.

Note 2: The Minimum Tonnage will be reduced by the tonnage of Contract Waste not accepted by the Contractor in the relevant Contract Year.

Note 3: Where the Authority considers Contract Waste in the relevant Contract Year will fall below the Minimum Tonnage for the relevant Contract Year, then the provisions of Clause 25 (Substitute Waste) of the Contract shall apply.

Note 4: Where the Contractor has failed to comply with Clause 25 (Substitute Waste), the Minimum Tonnage referred to shall be reduced by the tonnage of waste the Contractor would have secured if it had complied with its obligations under Clause 25 (Substitute Waste).

- b) a Unitary Charge Marginal Element (UCME).

- c) the Landfill Payments (LP) (tendered landfill gate fee and prevailing landfill tax only up to an agreed maximum level of Contract Waste that may be landfilled (the “Target Unprocessed Landfill Tonnage”). For avoidance of doubt the Contractor shall be responsible for, and will not be recompensed for, any additional Contract Waste (above the Target Landfill Tonnage) sent to landfill (this will be achieved through the Diversion Performance Deduction mechanism as the landfill payments will be paid as incurred, and it will only be at the year end that it will be known if Actual Landfill Tonnage is greater than Target Landfill Tonnage).

- 3.1.6 The components which make up the Unitary Charge Base Element and Unitary Charge Marginal Element are set out in sections 7 and 8 of this document respectively.

### ***Transport & Mileage Deductions***

- 3.1.7 The assumption is that the transport included in the Contract is likely to cover any transport requirements between the Delivery Points and the treatment Facility (where the Delivery Point and treatment Facility are not co-located) and between the treatment Facility and landfill, if relevant, and/or any transport of recyclable materials, process outputs/residues etc from the treatment Facility to end market(s).
- 3.1.8 To ensure value for money the transport cost associated with the disposal of non processed Contract Waste is proposed to be a value tested service (through benchmarking/market testing), and is likely, in the case of transport of unprocessed Contract Waste to landfill be dealt with as part of a package with landfill to ensure maximum value for money. The drafting for Market Testing is dealt with in the Project Agreement.
- 3.1.9 It is also assumed that payment for transport cost will be built into the Base and Marginal Element of the Unitary Charge. The bid and Base Case financial models should reflect the assumed landfill site(s) (“Final Disposal Points”), distance(s) and £/tonne/mile per vehicle type assumptions as appropriate.

3.1.10 Where the Contractor does not accept Contract Waste at the Delivery Point but at the Contingency Delivery Point then the Mileage Deduction shall apply.

### **Contract Targets**

#### **Contract Target Regime (Landfill Diversion and Recycling)**

3.1.11 The Contract Targets relate to the Contractor meeting the Landfill diversion (incorporating BMW diversion) and Recycling Target. In order to ensure that these requirements are reflected in the PM, the principles set out below will apply.

3.1.12 The Partnership will make:

- (a) Unprocessed Diversion Performance Deductions where the Contractor exceeds the maximum tonnage of unprocessed Contract Waste allowed to be sent to Landfill (the Target Unprocessed Landfill Tonnage) by failing the Unprocessed Landfill Performance Target;
- (b) Processed Diversion Performance Deductions where the Contractor exceeds the maximum tonnage of processed Contract Waste allowed to be sent to Landfill (the Target Processed Landfill Tonnage) by failing the Processed Landfill Performance Target;
- (c) Recycling Failure Deductions where the Contractor fails to meet its guaranteed level of Recycling (Recycling Target).

3.1.13 The Unprocessed Diversion Performance Deductions and Processed Diversion Performance Deductions are together know as "Diversion Performance Deductions".

3.1.14 Further detail on Diversion Performance Deductions and Recycling Failure Deductions (collectively, "Contract Target Deductions") are set out in section 12 and section 13 of this PM paper.

3.1.15 Contract Targets will be set out in the Authority's Requirements and are a bid-back item at ISFT.

- 3.1.16 Recovery (heat and/or electricity) specific performance targets and deductions are not addressed within the PM. However, should a Participant's Solution result in recovery (heat and/or electricity) deliverables, these will need to be addressed with the Partnership and the principles for recovery (heat and/or electricity) will need to be set out within the PM.
- 3.1.17 There will be an overall cap per Contract Year on Contract Target Deductions equal to the total Unitary Charge payments made by the Partnership to the Contractor in respect of the relevant Contract Year.

### ***Landfill Allowances ("LAS")***

- 3.1.18 Under the Landfill Allowance Scheme in Wales ("LAS Wales"), local authorities face a £200 per tonne fine if they fail to meet their BMW diversion targets. Trading is not allowed in Wales. Under the Payment Mechanism's Diversion Performance Deductions, the contractor will incur a LAS related £200 per tonne deduction element if both:
- (a) the Contractor fails its BMW diversion target, and;
  - (b) any of the Project Gwyrdd partners incur a LAS fine.

### ***Recycling Targets and protection against £200 per tonne fines for failing WG Recycling targets***

- 3.1.19 The Partnership needs to be protected from the potential recycling fines that the Welsh Government (WG) will levy if the Contractor fails to achieve its contract recycling targets and is responsible for any of the Partners failing their recycling target. The deduction is a deduction per tonne of processed Contract Waste and the value of the deduction is £200 per tonne. The Partnership believes it is right that it seeks protection from £200 per tonne fines if:
- (a) the Contractor has failed its Recycling Target and
  - (b) if any of the Partners incurs a recycling fine from WG.

The Partnership wants to dialogue with Participants to understand how this can be achieved whilst still getting the Participants to commit to very high levels of recycling.



- 3.1.20 The Partnership has considered a number of scenarios to understand what impact its required deductions would have on the Contractor. A key scenario is "non treatment of contract waste". Under this scenario, non performance by the Contractor has the potential to expose the Partners to two (2) costs, the cost of LAS fines and the cost of Recycling fines associated with the failure of the Contractor to divert the deemed biodegradable Contract Waste tonnage from landfill and the failure of the Contractor to process the Contract Waste and recycled the processed waste outputs.
- 3.1.21 The Partnership feels it is right for the Partners to seek protection from the Contractor for these costs, if they are incurred. Putting in place a single deduction for this event under the Payment Mechanism is not practicable as Project Gwyrdd feels that it is fair and right that the Contractor only incurs a deduction if it reflects a real cost to the Partners i.e. that any of the Partners have incurred a LAS or Recycling Target related fine.
- 3.1.22 As the LAS and Recycling Targets are independent, the deduction under this scenario will need to be made up of two parts, one part relating to LAS and the other to Recycling. This is not a "double deduction" but rather a deduction made up of 2 parts.

### ***Reward Mechanisms***

- 3.1.23 The Partnership is not setting out any specific reward mechanisms at this stage. However, depending on the Participant's approaches to Contract Targets, the Partnership would be happy to discuss possible mechanisms, where it is felt there is strong value for money argument for doing so.

### ***Non Acceptance post Service Commencement***

- 3.1.24 In the event that Contract Waste is not accepted by the Contractor due to Facility Unavailability (i.e. there is no Delivery Point or Contingent Delivery Point) the Partnership will not pay the Unitary Charge Base Element or the Unitary Charge Marginal Element to the Contractor in respect of such Contract Waste and will also apply the Non Acceptance Deduction.

- 3.1.25 Contract Waste not accepted by the Contractor will be deemed to have been accepted by the Contractor for the purpose of calculating compliance with Contract Targets.
- 3.1.26 The Non Acceptance Deduction will cover additional mileage incurred by the Partnership and Landfill Costs (landfill gate fee, landfill tax) incurred by the Partnership in excess of the withheld Unitary Charge Base Element and Unitary Charge Marginal Element.
- 3.1.27 If the alternative delivery point employed by the Partnership is closer for the collection vehicles than the Delivery Point there shall be no transport mileage adjustment payable by to the Contractor.
- 3.1.28 The Partnership will be entitled to terminate the Project Agreement on the basis of Contractor Default Termination if there is prolonged Non-Acceptance or excessive failure to process waste at the Facility.
- 3.1.29 Non Acceptance Deductions are not subject to any caps under the Payment Mechanism or Project Agreement.

### ***Loss of Welsh Government revenue grant***

- 3.1.30 The Participant's Solution must be capable of meeting the Welsh Government Funding Criteria as specified in Appendix 16 of the ISDS. It is possible under certain circumstances, for the Welsh Government to stop its grant support to the Partnership if the project no longer meets its funding criteria as a result of the performance of the contract. A deduction mechanism is being introduced to the Payment Mechanism to protect the Partnership from the loss of Welsh Government grant support as a result of the Contractor failing to maintain R1 status for its Facility.
- 3.1.31 It is proposed that R1 Deductions are not subject to any caps under the Payment Mechanism or Project Agreement.
- 3.1.32 The drafting for this deduction will be agreed with Participants during Dialogue.

### ***Waste Composition***

- 3.1.33 The Partnership shall be entitled to deliver Contract Waste to the Contractor notwithstanding its composition.

#### ***Minimum Tonnages***

- 3.1.34 The Partnership is not making any contracted commitment to deliver any minimum level of Contract Waste, but rather deliver on a take or pay basis, with the assumption that the Unitary Charge Base Element will cover costs and offset guaranteed income.

#### ***Maximum Tonnages***

- 3.1.35 The Partnership's requirement as set out in the Authority's Requirements is that the Contractor will accept and handle all Contract Waste. However it is recognised that not all Contract Waste may be capable of being processed through a Facility. The issue of maximum tonnage will be dealt with through the dialogue process, and will be a bid back position at the ISFT stage, reflecting matters including the planned size of the Facility and the level of Ad Hoc Waste.

#### ***Third Party Income and Gain Share mechanism***

- 3.1.36 There are likely to be four categories of activity generating additional revenue which will either be guaranteed and therefore incorporated within the Unitary Charge in the Base Case, or not guaranteed but shared with the Partnership as it arises (and offset against the Unitary Charge by applying the sharing mechanism in the PM).

- 3.1.37 The categories are as follows:

- a) guaranteed Third Party Waste (it is assumed by the Partnership that such income will be incorporated within the Unitary Charge in the Base Case);
- b) non-guaranteed Third Party Waste (it is assumed by the Partnership that such income will be subject to a gain share mechanism and be offset against the Unitary Charge by applying the sharing mechanism);
- c) guaranteed process products income including heat, recycling and electricity (it is assumed by the

Partnership that such income will be included within the Unitary Charge in the Base Case); and

- d) non-guaranteed process products income including heat and electricity (it is assumed by the Partnership that such income will also be subject to gain share and be offset against the Unitary Charge by applying the sharing mechanism).

3.1.38 The Partnership welcomes any proposals from Participants involving specific gain share mechanism to cover both increases in tonnage of process products and increase in unit rate. Key elements of any approach include:

- a) Sharing bands based on performance over guaranteed levels; and
- b) Sharing to be net of additional costs;

Levels of additional income and additional costs need to be derived from verifiable/auditable sources.

3.1.39 Participants should not include any non-guaranteed aspects of Third Party Income in their financial model (for example, if prices are to be benchmarked, then income is not certain and should not be included).

3.1.40 The gain share mechanism will be drafted to allow the Partnership to benefit from the following:

- a) Substitute Waste: if the Contractor complies with the Substitute Waste provisions and the Substitute Waste Amount payment is not sufficient to leave the Partnership in a "no better no worse" position than it would have been if Contract Waste tonnages had been equal to the "Minimum Tonnage" then, if the Contractor's Third Party Income is above its guaranteed level, the gain share provisions will only apply once the Partnership has been given the benefit of any excess Third Party Income in order to put in a "no better no worse" position.
- b) Qualifying Change in Law "clawback": in any Contract Year following a Qualifying Change In Law,

the gain sharing mechanism with the Partnership in relation to Third Party Wastes will need to be adjusted to reflect the proportion of the additional costs which should be attributed to Third Party Wastes.

#### **4. PAYMENT FORMULA**

- 4.1 The Unitary Payment will be paid monthly, although not all payments will be relevant in any given month.
- 4.2 The following sets out the proposed payments and deductions which will form the overall Unitary Payment, following full service commencement.

##### ***Payments by the Partnership to Contractor***

- Base Element of the Unitary Charge.
- Marginal Element of the Unitary Charge.
- Landfill Payment.
- Pass Through payments (NNDR only at this stage - see section 11).

##### ***Deductions from the Unitary Charge***

- Unprocessed Diversion Performance Deductions;
- Processed Diversion Performance Deductions;
- Recycling Failure Deductions;
- R1 Deductions
- Performance Failure Deductions (as described in the Performance Framework - see section 14).
- Non Acceptance Deductions.
- Mileage Deductions.

##### **Other payments/adjustments**

- Others if relevant around Ad Hoc Waste and

transport adjustments.

- Partnership share of any relevant Third Party Income.

## 5. COMMISSIONING PAYMENTS

5.1 The Commissioning Payments will reflect the requirements for Contract Waste up to the Minimum Tonnage to be delivered by the Partnership to allow the Facility to achieve Service Commencement.

5.2 Commissioning Payments will be the net operating costs of the Contractor in this period, as set out in the PM. These will be made up as follows:

- Agreed fixed costs of commissioning;
- Variable costs of handling Contract Waste (to be applied to the Contract Waste actually received during commissioning) including transport if relevant; and
- Landfill costs, if relevant.

5.3 Commissioning Payments will also have the following characteristics:

- No element of profit to be built in;
- The PM will only apply Performance Deductions relating to those Performance Standards stated in the draft Authority's Requirement to apply during the Commissioning Period and Non Acceptance Deductions and Mileage Deductions - (i.e. it will not apply Contract Target Deductions);
- The Deductions during this period will be subject to a separate cap set out in the Contract;
- Commissioning Payments should be no greater than the avoided cost to the Partnership of alternative landfill.

## 6. TIMING OF PAYMENTS

6.1 The best solution regarding timing of payments will reflect a balanced structure which takes into account:

- a) The Contractor minimising its requirements for working capital;
- b) The time required to be able to process and have reliable information for both payments and deductions, and
- c) The complexity of the payment system; i.e. it should not be over complex and burdensome in terms of reconciliations

6.2 The following table gives an indication of the timings of payments:

<b>Payment/Deduction</b>	<b>Payment/Deduction Frequency</b>	<b>Issues</b>
Unitary Charge Base Element	Monthly (paid in the month for that month)	Payment known and 1/12th of annual - subject only to adjustments under the Contract (i.e. Indexation).
Unitary Charge Marginal Element	Monthly (one month in arrears)	Payment only on the basis of actual tonnes of Contract Waste delivered by the Partnership above the Minimum Tonnage.
Landfill Payments	[Monthly] (subject to the terms of the landfill contract invoicing arrangements)	In addition to monthly payments there may be quarterly reconciliations to reflect performance against targets (to be discussed during dialogue).
Mileage Deductions	Monthly ([2 months] in arrears)	Verified contract monitoring information would need to be available, hence the time lag.
Contract Target Deductions	[Quarterly with annual reconciliation in arrears] to be	Based on annual targets - quarterly estimated payments to ensure there are no significant

	discussed with Participants	cashflow implications built up subject only to adjustments under the Contract (i.e. Indexation).
Non Acceptance Deductions	[Monthly with annual reconciliation in arrears] to be discussed with Participants	Verified contract monitoring information would need to be available, hence the time lag.
Performance Failure Deductions	Monthly ([2 months] in arrears)	Verified Contract monitoring information would need to be available, hence the time lag subject only to adjustments under the Contract (i.e. Indexation).
Third Party Income gain share	Annually in arrears	Although the sharing levels could be significant they will, by definition, be in excess of Base Case assumptions and therefore will not impact on normal operating cashflows.
Pass Throughs	To be agreed on basis of frequency of invoices	Currently limited to Business Rates only.

## 7. UNITARY CHARGE BASE ELEMENT (UCBE)

7.1 This will be a figure stated as a lump sum per annum.

7.2 The UCBE is intended to cover:

- a) Agreed debt servicing costs;
- b) Planned "fixed" maintenance costs of the facilities i.e. costs which are incurred regardless of whether or not the plant is operational;
- c) Demonstrable fixed costs of ensuring 'availability' of the Facilities including any fixed transport costs (such



as vehicle leases) and fixed costs relating to end markets, if applicable (such as (where agreed by the Partnership) any "take or pay" Off-Take Contracts);

- d) A proportion of the overall blended return calculated in the Financial Model return for the Contractor's shareholders (equity and subordinated debt);
- e) the variable operating costs of the Project for the assumed 'take or pay' tonnage threshold; but
- f) minus guaranteed income from Third Party Waste and process product income.

## 8. UNITARY CHARGE MARGINAL ELEMENT (UCME)

- 8.1 To be calculated on a £/tonne basis, but with the potential for different rates to apply to different tonnage bands.
- 8.2 The UCME will be payable on every tonne of Contract Waste delivered for processing in excess of the Minimum Tonnage. Contract Waste which is not processed and is sent to Landfill is paid for via the Landfill Payment (see section 9 below).
- 8.3 The Unitary Charge Marginal Element is to cover:
  - a) The additional marginal costs of receiving, handling and processing each tonne of Contract Waste above the assumed Minimum Tonnage. This will apply to all tonnages of Contract Waste above the Minimum Tonnage (excluding Contract Waste which is not processed and Ad Hoc Waste) delivered;
  - b) Any transport costs not built into the Base Element (adjustments to be dealt with separately); and
  - c) The balancing proportion of the overall blended equity investment return not modelled to be received through UCBE;
  - d) The net effect of any Third Party Income related to the marginal tonnage

## 9. LANDFILL PAYMENTS

9.1 The Landfill Payments will comprise:

- a) landfill disposal costs (which will be bid by the Contractor at the ISFT Stage and will be subject only to indexation and/or benchmarking and market testing regime as agreed); and
- b) landfill tax at the prevailing rate,

up to the Target Unprocessed Landfill Tonnage only.

9.2 As the Partnership will reimburse landfill costs through the Monthly payments under the PM as incurred, the Landfill Payments will be made on all unprocessed tonnage verified as landfilled, and then be recovered through the Diversion Deduction mechanism if appropriate.

9.3 If applicable, these landfill payments will not incorporate the disposal of hazardous fly-ash from EfW or similar processes, as this should be incorporated into the Contractor's costs recovered through the Unitary Charge Base Element and/or Unitary Charge Marginal Element.

## 10. AD HOC WASTE PAYMENTS

10.1 In the event that the Contractor is required to handle of an item of Ad-Hoc Waste, Contractor will be reimbursed for the costs relating to such handling according to a pre-agreed schedule of rates.

10.2 At ISFT, Participants will be asked to price a schedule of rates (or similar 'cost plus' arrangement), transparently showing the direct costs associated with handling of Ad-Hoc Waste and any overhead costs/profit element. The Contractor will be required to market test the schedule of rates periodically to ensure that value for money is demonstrated.

## 11. BUSINESS RATES

11.1 Business Rates will be a pass through payment, to the extent that the Facility is sized for and is predominantly for treatment of the Partnership's waste. The Partnership will pro-rata the business rates payment to the extent that the above requirements are not met.

## 12. DIVERSION PERFORMANCE DEDUCTIONS

- 12.1 The Unprocessed Landfill Performance Target and Processed Landfill Performance Target will be set as guaranteed percentage levels of Contract Waste to be diverted from landfill, and hence a maximum amount of unprocessed and processed Contract Waste to be landfilled in a Contract Year.
- 12.2 The Unprocessed Diversion Performance Deductions and Processed Diversion Performance Deductions are together known as "Diversion Performance Deductions".
- 12.3 The Unprocessed and Processed Diversion Performance Deductions will apply independently on a 'per tonne' basis for each tonne of waste landfilled above the guaranteed level.
- 12.4 The Unprocessed Diversion Performance Deductions will comprise the prevailing landfill gate fee, landfill tax at the prevailing rate and LAS costs (in line with the approach set out in 3.1.17).
- 12.5 In the event that in any Contract Month the aggregate of the Diversion Performance Deductions are greater than the amount of the monthly Unitary Payment, then the excess will be carried forward and set off against any subsequent monthly payments until the outstanding Diversion Performance Deductions is reduced to nil. The Diversion Performance Deductions in respect of a Contract Year will be subject to an annual overall cap as detailed in section 15 below.

## 13. RECYCLING FAILURE DEDUCTIONS

- 13.1 The Recycling targets will be set as guaranteed percentage levels of processed IBA.
- 13.2 The deduction amount will £200 per tonne if:
- (a) the Contractor has failed its Recycling Target and
  - (b) if any of the Partners incurs a recycling fine from WG.
- 13.3 In the event that in any Contract Month the aggregate of the Recycling Failure Deductions are greater than the amount of the monthly Unitary Payment, then the excess will be carried forward and set off against any subsequent monthly payments until the

outstanding Recycling Failure Deductions is reduced to nil. The Recycling Failure Deductions in respect of a Contract Year will be subject to an annual overall cap as detailed in section 15 below.

#### **14. PERFORMANCE FAILURE DEDUCTIONS**

- 14.1 These will reflect performance against Performance Standards set out in the Performance Framework.
- 14.2 The number of Performance Standard Failures is established in the Performance Framework and the Performance Failure Deductions is calculated using the £ Performance Deduction per Performance Deduction Category as set out in the Appendix to the Payment Mechanism indexed over time.
- 14.3 Performance Failure Deductions will be subject to an annual capset at the value of the annual operating element of the Contractor's costs. It is, for the avoidance of doubt, not intended to include the debt service costs and lifecycle costs.

#### **15. OVERALL ANNUAL DEDUCTIONS CAP**

- 15.1 In addition to the specific monthly cashflow caps relating to Contract Target Deductions and Performance Failure Deductions, there will be an overall annual cap on all deductions.
- 15.2 The cap will be equal to the value of the sum of the annual Unitary Charge UCBE + UCME in respect of a Contract Year. For the avoidance of doubt, the annual cap will not include landfill payments and/or transport costs adjustments.
- 15.3 Non-Acceptance Deductions are not subject to a cap.

#### **16. INDEXATION**

- 16.1 The indexation of costs is principally an issue for the Contractor.
- 16.2 In respect of the payments and deductions these principally should be based around RPIx. However, it needs to reflect value for money of incorporating alternate 'basket of indices' for labour, fuel etc..
- 16.3 Due to the differing nature of the payments and rewards a variety of indexation provisions will need to be applied.

16.4 The table below sets out the Partnership's expectations with respect to the indexation structure:

<b>Payment/Deduction</b>	<b>Indexation Mechanism</b>
Unitary Charge Base Element	Partial RPIx to reflect the split of fixed debt related costs. Should be no other indices applying.
Unitary Charge Marginal Element	Basket of Indices, to be agreed.  Unlikely to be any element of 'non-indexation' as debt costs covered in fixed element of the Unitary Charge.
Landfill Payment	To reflect landfill contract indexation provisions.  Landfill tax will be at the relevant prevailing rate.
NNDR	n/a as Pass Through.
Contract Targets Deductions	N/A - discuss with Participants during dialogue idea of £200 per tonne LAS related deduction being indexed by RPIx beyond 2020.
Non Acceptance Deductions	N/A as will be based on actual costs incurred over and above Unitary Charge at the time.
Mileage Deductions	Linked to indexation of Partnership's transportation costs.
Performance Failure Deductions	Likely to be linked to UCME indexation.
Ad Hoc Waste payments	To reflect the agreed basis for determining the payment.

Appendix 13 – Technical Pro-formas

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# Prosiect Gwyrdd

## Procurement of Waste Treatment Services for Residual Municipal Waste

### Appendix 13 Technical Pro-formas

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## Technical Proforma 1 - Waste Flow Proforma

This proforma has been updated since ISDS

Participants are required to complete the Waste Flow Proforma providing full details of the waste flows through the facilities incorporating the mass balance of each plant. Embedded in the waste flow proforma Participants must also provide a waste flow model that is used to determine the outputs. Participants can use as many worksheets as they feel appropriate for modelling their proposed solution and link this internally to the required Proforma worksheets. Note: There must be no links to external workbooks. The Waste Flow Proforma is provided on the electronic Excel file titled:

- “1\_Waste Flow Proforma\_v2 Issued.xls”



## Technical Proforma 2 - Energy Balance Proforma

This proforma remains unchanged since ISDS

### Objective

- 1.1 To produce a standard Energy Balance Diagram (Sankey diagram) to assist The Partnership in comparing and evaluating Participants' proposals/solutions.
- 1.2 The following instructions are provided to Participants for the completion and submission of an Energy Balance Diagram for their ISDS response. The purpose of the Diagram is for Participants to provide an indication of their solution's Energy Balance.

### SCHEDULE 1 - Instructions for Participants

- 1.3 Participants are required to comply with all the instructions contained in this document. Participants are required to provide a completed Energy Balance Diagram supported with a reference table for their proposed waste management solution.
- 1.4 The Diagram must follow the format presented in the example in Figure 1 and contain a breakdown of how the total available energy within the solution process is used.
- 1.5 The Diagram must start from the Gross Energy available in the gross feedstock waste proposed to be received. Participants shall prepare the Energy Balance Diagram based on the total tonnage of both Contract Waste and Non-Contract Waste feedstock that they expect to receive. The Participants shall identify any split in feedstock between the two streams.
- 1.6 Participants shall identify the average calorific value of the overall gross feedstock waste received.
- 1.7 The energy balance should first account for the loss of feedstock to landfill (e.g. due to planned maintenance, rejects) and any loss of feedstock from any pre-treatment process, and then identify the net feedstock into the facility(ies).
- 1.8 The energy balance of the proposed treatment facility(ies) shall be calculated from the basis of the net energy available in the remaining net feedstock (i.e. the waste treated in the facility(ies)).



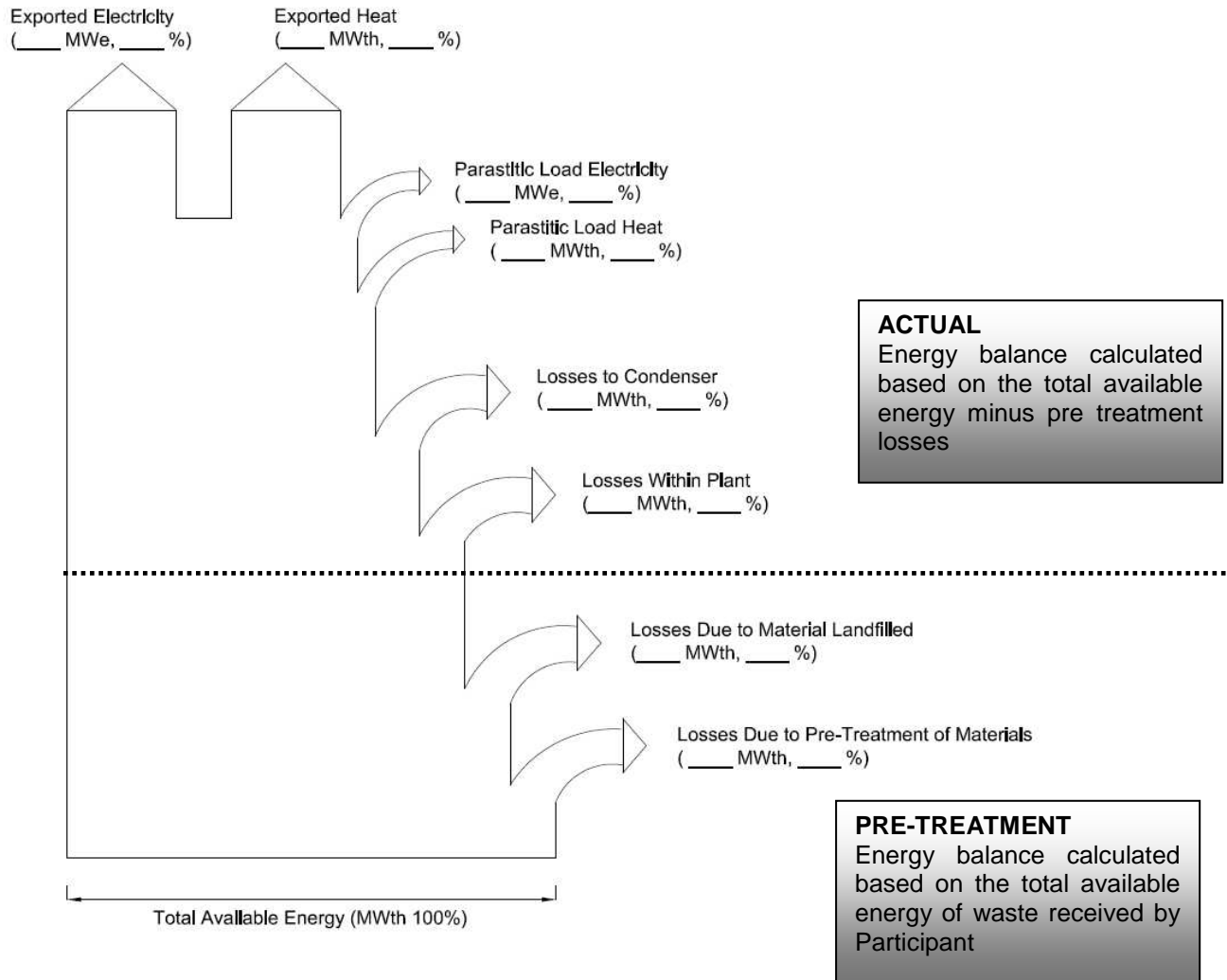
- 1.9 For each stage the quantum (number and percentages) of the process losses, parasitic loads and heat and electricity exported for use must be calculated and identified in the Energy Balance Diagram.
- 1.10 Participants are required to complete Table 1, which expands on the details of the losses and parasitic loads identified in the Energy Balance Diagram. Participants shall also complete Table 2.
- 1.11 Participants shall ensure that all sections of the Energy Balance Diagram have been completed and are consistent with the detailed breakdown provided in the reference table and other bid documents.

**SCHEDULE 2 - Outputs Required**

- 1.12 Output 1 - Energy Balance Diagram
- 1.13 Figure 1 outlines the template for the Energy Balance Diagram that Participants shall follow. The diagram should be scaled appropriately to give a reasonably accurate visual representation of the relative magnitudes of the constituent components.

**Figure 1: Energy Balance Diagram Template**

**Example Energy Balance Diagram For ISDS Submissions**



## 1.14 Output 2 - Energy Tables

1.14.1 All headline process losses and parasitic loads must be detailed in Table 1 and available energy for export detailed in Table 2.

**Table 1: Energy Balance Table**

Energy Use/Loss	Value and justification for values stated	Detail of reference facilities where similar values have been achieved in an operational plant
Parasitic Load (Electricity) e.g. Mechanical pre-treatment load, thermal treatment load.		
Parasitic Load (Heat) e.g. thermal treatment load.		
Losses due to pre-treatment of materials E.g. Approximate energy content of recovered as recycle, rejects at front end.		
Losses to Condenser.		
Losses within the Plant (Provide statement of where losses have occurred).		
Losses due to material landfilled E.g. Approximate energy content of landfilled due to planned maintenance, unplanned maintenance.		
Plant Availability %.		
Thermal Conversion Efficiency %.		

*Note: This is not an absolute list of losses and any additional losses should be included in the reference table by the Participant.*

**Table 2: Total Energy Available for Export**

Energy Available for Export	Facility 1	Facility 2	Total
Electricity (MWe)			
Heat (MWth)			
Other e.g. SRF (MJ), Biomethane (MJ)			

*Note: please insert additional columns if more than two facilities are proposed.*



### Technical Proforma 3 - WRATE Proforma

This Proforma has been updated since ISDS

In Accordance with WRATE Modelling instructions set out in Appendix 14, the base file for WRATE Models is to be used. The WRATE Proforma file is located within the electronic data room and titled:

Project Gwyrdd - ISFT - Baseline - **NOV2010.lca**

## Technical Proforma 4 - Permitting, Consents and Permissions Proforma

This proforma remains unchanged since ISDS

### Introduction

1.15 The purpose of this Proforma is to provide a summary of the Participant's arrangements for obtaining the necessary Permits and Licenses to allow delivery of the Service.

### SCHEDULE 3 - Objective

1.16 To demonstrate that the Participants are capable of obtaining the necessary permits and licenses in order to undertake the activities and operations required to deliver the Service.

### SCHEDULE 4 - Instructions for Participants

1.17 Participants are required to complete Table 3 and provide such supporting evidence as is necessary to support the statements made therein.

**Table 3: Waste Management Criteria**

No.	Subject Area
1	<p>Which sites do you propose to use to undertake the waste treatment activities?</p> <p><b>Third Party Sites</b> (if so, please also complete Technical Proforma 7 - Third Party Site Proforma):</p> <p>[insert response]</p>
2	<p>What type(s) of Environmental Permit(s) or exemption(s)/planning permission(s)/ consent(s) are you required to obtain/hold in order to operate your Waste Treatment Technology option on each of the selected sites?</p> <p>[insert response]</p>
3	<p>a) What, if any, Permit(s) or exemption(s)/planning permission(s)/consent(s) exist on the selected sites and who holds them, and to what extent can they be transferred, used or modified to deliver the Service?</p> <p>[insert response]</p>

No.	Subject Area
	<p>b) If any Permit(s) or exemption(s)/planning permission(s)/consent(s) exist on the selected site, but are not required, will these be surrendered, and by whom?</p> <p>[insert response]</p>
4	<p>Identify each waste treatment technology that will be used to deliver the Service and whether or not it is currently permitted for operation in the UK for the same purposes as are intended for this Service</p> <p><b>Technology 1</b> [insert response]</p> <p><b>Technology 2</b> [insert response or delete as appropriate]</p> <p><b>Technology 3</b> [insert response or delete as appropriate]</p> <p><b>Technology 4</b> [insert response or delete as appropriate]</p> <p><b>Technology 5</b> [insert response or delete as appropriate]</p>
5	<p>Under what main piece(s) of Environmental Legislation do you need to apply for your Permit(s) or exemption(s)/planning permission(s)/consent(s)? What part of this Legislation does your proposed activity fall under?</p> <p>[insert response]</p>
6	<p>What other waste management/environmental legislation will you need to comply with to deliver the Service and what aspects of the Service are affected?</p> <p>[insert response]</p>
7	<p>Which organisation(s) will you obtain your Permit(s) or exemption(s)/planning permission(s)/consent(s) from?</p> <p>[insert response]</p>
8	<p>What documentation will be required when applying for the Permit(s) or exemption(s)/planning permission(s)/consent(s)</p> <p>[insert response]</p>



No.	Subject Area
9	What is your normal approach to obtaining the specific Permit(s) or exemption(s)/planning permission(s)/consent(s)?  [insert response]
10	At what stage of the project will you commence the application process?  [insert response]
11	Provide a detailed activity list and timescale for each Permit(s) or exemption(s)/planning permission(s)/consent(s) needed to deliver the Service. Identify key dates and the critical path.  [insert response]

**Technical Proforma 5 - CHP Proforma**

This proforma remains unchanged since ISDS

**The Partnership’s Position on CHP**

1.18 The Partnership are keen to utilise CHP as a way forward to improving sustainability and meeting the Partnership’s carbon reduction targets, and therefore wishes to ensure that the thermal element of the solution selected for the residual waste contract does not prevent or restrict the ability of the plant to deliver a CHP solution.

**SCHEDULE 5 - ISFT Submission requirements for the CHP element**

1.19 The Partnership’s Requirements for the ISFT stage (**Section 8.2.13**) provides for two positions with regard to CHP:

1.20 It states that processes that include the recovery of energy from waste shall, either:

a) be designed to allow a combined heat and power solution to be developed during the Contract Period, below referred to as “CHP Enabled”

or

b) shall include a complete CHP solution.

1.21 With regard to the CHP solution the following additional guidance is provided:

1.22 Definition: “CHP Enabled” shall mean the minimum requirements would be for a turbine that is capable of supplying steam/hot water to match the expected heat off-take requirement plus space for future accommodation of ancillary works such as heat exchanger and pipe work – which would only be installed if/when the CHP off-take materialises.

1.23 Participants shall submit as part of the bid the details set out below as required for Option (a) CHP Enabled.

1.24 Participants may also submit at their discretion a proposal under Option (b) A Complete CHP Solution (below).

1.25 Option (a) CHP Enabled

(i) Participants are requested to provide the following information with their bids in relation to the requirement for the plant to be CHP Enabled:

A statement of:

- whether any plant and equipment has been included over and above that required for an electricity only solution;
- whether any building amendments have been included over and above those necessary for an electricity only solution;
- whether any space allocation or changes to the site infrastructure have been made over and above those necessary for an electricity only solution.

An estimate of:

- the additional capital cost of those changes to within +/- 20%;
- the additional operating cost of those changes to within +/- 20%.

(ii) Participants are also requested to provide the following information for converting the plant and the site from the CHP Enabled position to deliver a CHP solution that would serve a heat demand of [18 MWth] at the site boundary:

A statement of

- whether any plant and equipment would be required;
- whether any building amendments would be required;
- whether any space allocation or changes to the site infrastructure would be required.

An estimate of

- the additional capital cost of those changes to within +/- 20%;

- the additional operating cost of those changes to within +/- 20%;
- the annual loss in electricity generation (MWh) resulting in delivering heat.

### 1.26 Option (b) A Complete CHP solution

Participants putting forward a complete CHP solution must identify their own heat users and are therefore required to demonstrate that any such scheme is real and potentially viable. This shall be achieved by the production of an outline business case that must as a minimum set out:

- A description of the proposed CHP scheme in terms of its magnitude and geographic extent;
- The energy efficiency that the scheme will achieve through its various stages of delivery;
- The means through which the solution would be delivered i.e. the legal and commercial structure that would contain the solution;
- The potential costs and revenues associated with the delivery and operation of the scheme and how those would be recovered through service charges to heat users;
- How the solution would be financed (including an outline financial model as would be required to obtain initial funding);
- A demonstration that the heat loads are or will be available (heat plan);
- The scheme's ability to be deemed good quality as defined by The CHP Quality Assurance Programme (CHPQA). Detail the eligibility of the scheme for fiscal and other benefits e.g. ROC, LEC and enhanced capital allowances;
- Consultations and correspondence with Ofgem and other stakeholders required to deliver the scheme;



- The timescale and magnitude of the project phases (delivery plan);
- The basis on which the decision would be made to proceed or not and at what point or points these would occur and the role of The Partnership in that process;
- A project risk assessment and risk management plan;
- A statement of to what extent (if any) The Partnership would need to be involved in enabling delivery or providing finance;
- Whether or not the plant, equipment, building and layout changes identified for the CHP Enabled solution only are included in the full CHP proposal.

The submission must be clear and unambiguous and supported by documentary evidence to justify the conclusions, estimates and assertions made.



**Technical Proforma 6 - Not Used**

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## Technical Proforma 7 - Third Party Site Proforma

This proforma remains unchanged since ISDS

### Introduction

- 1.27 The purpose of this Proforma is to provide a standard set of criteria for Participants to complete in relation to any third party (i.e. non Authority) site(s) required to deliver the service proposed.
- 1.28 This Proforma is intended to allow the Partnership to assess the suitability of the site(s) and its deliverability risks, furthermore, to enable comparisons between each Participant's proposed solution to be made. Participants shall complete all tables listed below.
- 1.29 A separate table should be completed for each third party site that the Participants propose.
- **Table 4 Site Location:** Participants shall complete the entire table as appropriate to their proposed solution and insert map(s) of the third party site location.
  - **Table 5 High Level Environmental Criteria:** Participants shall complete all questions and if the response is YES Participants should provide additional details/commentary as appropriate.
  - **Table 6 Detailed Environmental Criteria:** Participants shall complete all questions and if appropriate provide additional details/commentary as appropriate.
  - **Table 7 Site Opportunities:** Participants shall complete all questions and if appropriate provide additional details/commentary as appropriate.
  - **Table 8 Site Deliverability:** Participants shall complete all questions and if appropriate provide additional details/commentary as appropriate.

**Table 4: Site Location**

Site Location
<p>1. Site name (provide the official name and, if appropriate any colloquial name that it is typically referred to, or referred to in the bid):</p> <p>[insert response]</p>
<p>2. Site address, including post code if possible:</p> <p>[insert response]</p>
<p>3. OS (six figure) National Grid Reference:</p> <p>[insert response]</p>
<p>4. Site Location:</p> <p>[insert response]</p>
<p>5. Outline description of site (including current infrastructure, layout, topography, access, surrounding land uses, fit with planning policy):</p> <p>[insert response]</p>
<p>6. Description of surrounding land uses:</p> <p>[insert response]</p>
<p>7. Total site size (ha), Size required for facility (ha) and max capacity of facility (tonnes per annum):</p> <p>[insert response]</p>
<p>8. Building footprints, by building and aggregated (ha):</p> <p>[insert response]</p>
<p>9. Current Owner/Occupier [With basis of Tenure]:</p> <p>[insert response]</p> <p>Basis of Tenure by SPV [Where basis of Tenure is not finalised provide current status and process for completion]:</p> <p>[insert response]</p>



Site Location
<p><u>10. Insert Map(s) showing the site location</u>                      [insert 1:250,000 scale response, or reference separately appended map]</p> <p>[insert 1:50,000 scale response, or reference separately appended map]</p> <p>[insert 1:10,000 scale response, or reference separately appended map]</p>

**Table 5: High Level Environmental Criteria**

High Level Environmental Criteria
<p>11. Is the site in proximity to and/ or likely to impact on internationally designated sites for its Historic Assets?                      Yes/No [delete as appropriate]</p> <p>If yes, please present any measures that you propose to implement to mitigate any adverse impacts:</p> <p>[insert response]</p>
<p>12. Is the site in proximity to and/ or likely to impact on internationally designated sites for its Biodiversity Assets?                      Yes/No [delete as appropriate]</p> <p>If yes, please present any measures that you propose to implement to mitigate any adverse impacts:</p> <p>[insert response]</p>
<p>13. Is the site in proximity to and/ or likely to impact on internationally designated sites for its Geological Assets?                      Yes/No [delete as appropriate]</p> <p>If yes, please present any measures that you propose to implement to mitigate any adverse impacts:</p> <p>[insert response]</p>
<p>14. Is the site in proximity to a Site(s) of Special Scientific Interest (SSSI)?                      Yes/No [delete as appropriate]</p>

High Level Environmental Criteria
<p>If yes, please present any measures that you propose to implement to mitigate any adverse impacts:</p> <p>[insert response]</p>
<p>15. Is the site located within or in proximity to an Area of Outstanding Natural Beauty (AONB) or Heritage Coast? Yes/No [delete as appropriate]</p> <p>If yes, please present any measures that you propose to implement to mitigate any adverse impacts:</p> <p>[insert response]</p>
<p>16. Is the site in proximity to a site or building with a nationally recognised designation (Scheduled Ancient Monuments, Conservation Areas, Listed Buildings, Registered Historic Battlefields and Registered Parks and Gardens)? Yes/No [delete as appropriate]</p> <p>If yes, please present any measures that you propose to implement to mitigate any adverse impacts:</p> <p>[insert response]</p>
<p>17. Is the site located within or in proximity to a Major Aquifer? Yes/No [delete as appropriate]</p> <p>If yes, please present any measures that you propose to implement to mitigate any adverse impacts:</p> <p>[insert response]</p>

**Table 6: Detailed Environmental Criteria**

<b>Detailed Environmental Criteria</b>
<b>Communities</b>
<p>18. Are there any sensitive receptor(s) in proximity to the site? Yes/No [delete as appropriate]</p> <p>If yes, please identify sensitive receptor(s) by providing the direction and distance from the site in km, and where appropriate please provide details on the sensitive receptor(s), including, for example, name, location, size, population etc</p> <p>Dwelling(s): Settlement(s): School(s): Playing Field(s): Natural Habitat(s): Other(s):</p> <p>Please present any measures that you propose to implement to mitigate any adverse impacts on each of these receptors:</p> <p>[insert response]</p>
<b>Protection of water resources and managing flood risk</b>
<p>19. Is the site within zones 2 or 3 of the floodplain or in an area with a history of groundwater flooding? Yes/No [delete as appropriate]</p> <p>If yes, please present any measures that you propose to implement to mitigate any adverse impacts:</p> <p>[insert response]</p>
<p>20. Is the site within or in proximity to a Source Protection Zone 1 or 2? Yes/No [delete as appropriate]</p> <p>If yes, please present any measures that you propose to implement to mitigate any adverse impacts:</p> <p>[insert response]</p>

Detailed Environmental Criteria
<p>21. Are there likely to be other impacts on the quality and quantity of groundwater or on surface water drainage? Yes/No [delete as appropriate]</p> <p>If yes, please present any measures that you propose to implement to mitigate any adverse impacts:</p> <p>[insert response]</p>
Landscape and visual intrusion
<p>22. Is the site located within or in proximity to any area designated for its local landscape importance or is it likely to have adverse impacts on the landscape? Yes/No [delete as appropriate]</p> <p>If yes, please present any measures that you propose to implement to mitigate any adverse impacts:</p> <p>[insert response]</p>
<p>23. Does the site have public footpaths and rights of way? Yes/No [delete as appropriate]</p> <p>If yes, please present any measures that you propose to implement to mitigate any adverse impacts:</p> <p>[insert response]</p>
Green Belt and Strategic Gaps
<p>24. Is the site in the Green Belt? Yes/No [delete as appropriate]</p> <p>If yes, would the location of a facility here be consistent with the proximity principle? Yes/No [delete as appropriate]</p> <p>Please present details to justify your response:</p> <p>[insert response]</p> <p>Would the location of a facility cause harm to the objectives of Green Belt designation?</p>

Detailed Environmental Criteria
<p>Yes/No [delete as appropriate]</p> <p>Please present details to justify your response: [insert response]</p> <p>Are alternative sites more deliverable? Yes/No [delete as appropriate]</p> <p>Please present details to justify your response: [insert response]</p>
<p>25. Is the site within a Strategic Gap? Yes/No [delete as appropriate]</p> <p>If yes, please present any measures that you propose to implement to mitigate any adverse impacts: [insert response]</p>
Nature conservation
<p>26. Is the site home to protected species and / or habitats? Yes/No [delete as appropriate]</p> <p>If yes, please present any measures that you propose to implement to mitigate any adverse impacts: [insert response]</p>
<p>27. Is the site in proximity to areas designated to be of local nature conservation importance? Yes/No [delete as appropriate]</p> <p>If yes, please present any measures that you propose to implement to mitigate any adverse impacts: [insert response]</p>
<p>28. Is the site in proximity to woodlands including ancient woodlands? Yes/No [delete as appropriate]</p>

<b>Detailed Environmental Criteria</b>
<p>If yes, please present any measures that you propose to implement to mitigate any adverse impacts:</p> <p>[insert response]</p>
<p>29. Is the site in proximity to Regionally Important Geological/geomorphological Sites (RIGS) and other sites identified for their geological or geomorphological importance? Yes/No [delete as appropriate]</p> <p>If yes, please present any measures that you propose to implement to mitigate any adverse impacts:</p> <p>[insert response]</p>
<b>Historic environment and built heritage</b>
<p>30. Is the site in proximity to archaeological sites or remains or a Scheduled Ancient Monument (SAM)? Yes/No [delete as appropriate]</p> <p>If yes, please present any measures that you propose to implement to mitigate any adverse impacts:</p> <p>[insert response]</p>
<p>31. Is the site in proximity to a Conservation Area(s)/Special Area of Conservation (SAC)? Yes/No [delete as appropriate]</p> <p>If yes, please present any measures that you propose to implement to mitigate any adverse impacts:</p> <p>[insert response]</p>
<b>Traffic and access</b>
<p>32. Will a new access road have to be implemented? Yes/No [delete as appropriate]</p> <p>If yes, please provide details on this access:</p> <p>[insert response]</p>

Detailed Environmental Criteria
<p>33. How suitable is the road network to accommodate the transportation of waste/products from resource recovery to and from the site? [insert response]</p> <p>Please provide details to justify your response:  [insert response]</p>
<p>34. Are lorries/HGVs likely to pass through settlements on their way to the primary road network and are adverse impacts on amenity likely? Yes/No [delete as appropriate]</p> <p>If yes, please present any measures that you propose to implement to mitigate any adverse impact on amenity:  [insert response]</p>
Air emissions
<p>35. Is the site in an existing Air Quality Management Area (AQMA)? Yes/No [delete as appropriate]</p> <p>If yes, please present any measures that you propose to implement to mitigate any adverse impact on air quality:  [insert response]</p>
Disruption to amenity during construction
<p>36. Will the proposed construction of the facility have the potential for impacts on nearby residents/sensitive receptors of:</p> <ul style="list-style-type: none"> <li>– dust, fumes and emissions to air</li> </ul> <p>Yes/No [delete as appropriate]</p> <p>Please present any measures that you propose to implement to mitigate any adverse impact: [insert response]</p> <ul style="list-style-type: none"> <li>– <b>odours</b></li> </ul> <p>[insert response]</p>

**Detailed Environmental Criteria**

Yes/No [delete as appropriate]

If yes, please present any measures that you propose to implement to mitigate any adverse impact:  
[insert response]

– **wildlife**  
Yes/No [delete as appropriate]

If yes, please present any measures that you propose to implement to mitigate any adverse impact:  
[insert response]

– **noise and vibration**  
Yes/No [delete as appropriate]

If yes, please present any measures that you propose to implement to mitigate any adverse impact:  
[insert response]

– **Emissions to land, including litter**  
Yes/No [delete as appropriate]

If yes, please present any measures that you propose to implement to mitigate any adverse impact:  
[insert response]

– **Visual**  
Yes/ No [delete as appropriate]

If yes, please present any measures that you propose to implement to mitigate any adverse impact:  
[insert response]

– **Emissions to water**  
Yes/No [delete as appropriate]

If yes, please present any measures that you propose to implement to mitigate any adverse impact:  
[insert response]



Detailed Environmental Criteria
<b>Disruption to amenity during operation</b>
<p>37. Will the proposed operation of the facility have the potential for impacts on nearby residents/ sensitive receptors of:</p> <p>– <b>dust, fumes and emissions to air</b>                      Yes/No [delete as appropriate]</p> <p>Please present any measures that you propose to implement to mitigate any adverse impact:                      [insert response]</p> <p>– <b>odours</b>                      [insert response]</p> <p>Yes/No [delete as appropriate]</p> <p>If yes, please present any measures that you propose to implement to mitigate any adverse impact:                      [insert response]</p> <p>– <b>wildlife</b>                      Yes/No [delete as appropriate]</p> <p>If yes, please present any measures that you propose to implement to mitigate any adverse impact:                      [insert response]</p> <p>– <b>noise and vibration</b>                      Yes/No [delete as appropriate]</p> <p>If yes, please present any measures that you propose to implement to mitigate any adverse impact:                      [insert response]</p> <p>– <b>Emissions to land, including litter</b>                      Yes/No [delete as appropriate]</p> <p>If yes, please present any measures that you propose to implement to mitigate any adverse impact:                      [insert response]</p>

Detailed Environmental Criteria
<p>– <b>Visual</b>                      Yes/No [delete as appropriate]</p> <p>If yes, please present any measures that you propose to implement to mitigate any adverse impact:                      [insert response]</p> <p>– <b>Emissions to water</b>                      Yes/No [delete as appropriate]</p> <p>If yes, please present any measures that you propose to implement to mitigate any adverse impact:                      [insert response]</p>
Aircraft hazard
<p>38. Could waste management facilities at the site attract birds and/or pose a hazard to aircraft?                      Yes/No [delete as appropriate]</p> <p>If yes, please present any measures that you propose to implement to mitigate any impact:                      [insert response]</p>
Agricultural land
<p>39. Is the site located on the best and most versatile agricultural land?                      Yes/No [delete as appropriate]</p> <p>If yes, please present any measures that you propose to implement to mitigate any impact:                      [insert response]</p>

Detailed Environmental Criteria
<b>Cumulative impacts</b>
<p>40. Will locating a new waste management facility on the site, including in conjunction with other development including waste-related development in the vicinity, have an adverse impact on the perceived environmental quality or character of the area?                      Yes/No [delete as appropriate]</p> <p>If no, please present any measures that you propose to implement to mitigate any impact:                      [insert response]</p> <p>Impact of mitigation measures:                      [insert response]</p>
<p>41. Will locating a waste management facility on the site, including in conjunction with other development including waste-related development in the vicinity, be likely to inhibit or to promote the economic potential of the area?                      Yes/No [delete as appropriate]</p> <p>Please provide details to justify your response:                      [insert response]</p> <p>If yes, please present any measures that you propose to implement to mitigate any impact:                      [insert response]</p>

**Table 7: Site Opportunities**

Site Opportunities Criteria
<b>Location in an optimal 'area of search' (AoS)</b>
<p>42. Was the site identified as being located within an AoS for waste disposal? Yes/No [delete as appropriate]</p> <p>If yes, please provide details:</p> <p>[insert response]</p>
<b>Accessibility and sustainable transport</b>
<p>43. Does the site have good accessibility from existing urban areas or major new or planned development (i.e. the major sources of waste arisings)? Yes/No [delete as appropriate]</p> <p>If yes, please provide details on why accessibility is deemed to be good:</p> <p>[insert response]</p> <p>If no, please present any measures that you propose to implement to improve the accessibility:</p> <p>[insert response]</p>
<p>44. Is there a navigable waterway or wharf adjacent or very close to the site? Yes/No [delete as appropriate]</p> <p>If yes, please provide details on whether it will be used in delivering the Service: [insert response]</p> <p>[insert response]</p>
<p>45. Is there a railway line suitable for freight traffic adjacent or very close to the site? Yes/No [delete as appropriate]</p> <p>If yes, please provide details on whether it will be used in delivering the Service: [insert response]</p>
<b>Co-location</b>

**Site Opportunities Criteria**

46. Is the site located in an area of major new developments?

Yes/No [delete as appropriate]

If yes, please provide details:

[insert response]

47. Would the site allow for the co-location of waste management facilities and/ or complementary uses?

Yes/No [delete as appropriate]

If yes, please provide details:

[insert response]

If no, please justify why not:

[insert response]

**Table 8: Site Deliverability**

<b>Site Deliverability</b>
<b>The efficient use of land</b>
<p>48. Is the site previously developed land? Yes/No [delete as appropriate]</p> <p>If yes, please identify what the previous development is and whether this presents risks in delivering planning permission/delivering the facility, including any measures that you propose to implement to overcome/ mitigate previous development:</p> <p>[insert response]</p>
<b>Contamination - Remediation</b>
<p>49. Does the site contain any potential or actual contamination?</p> <p>If yes, please provide details:</p> <p>[insert response]</p> <p>Does the Site require remediation?</p> <p>If yes, please provide details and provide a breakdown of the associated remediation costs and guidance on where these costs have been included in the financial model:</p> <p>[insert response]</p>
<b>Land Use</b>
<p>50. Is the site already in use for waste management (or has it been used for waste management in the past)? Yes/No [delete as appropriate]</p> <p>If yes, please provide details:</p> <p>[insert response]</p> <p>If no, please identify what the existing use is, whether the site use is compatible with waste management and how this risk will be mitigated in delivering planning</p>

<b>Site Deliverability</b>
<p>permission</p> <p>[insert response]</p>
<b>Potential land use conflict</b>
<p>51. Are there any potential land use conflicts (e.g. active or permitted mineral sites, where the location of a waste facility would sterilise permitted mineral reserves)? Yes/No [delete as appropriate]</p> <p>Please provide details to justify your response, including any mitigation measures that you propose to implement to overcome any conflict:</p> <p>[insert response]</p>
<b>Land ownership</b>
<p>52. Are there any issues of land ownership that could prevent development on the site being delivered? Yes/No [delete as appropriate]</p> <p>If not, please provide details to justify your response, including any mitigation measures that you propose to implement:</p> <p>[insert response]</p>
<b>Planning history</b>
<p>53. Does the planning history of the site caution against its allocation to your proposed waste use? Yes/No [delete as appropriate]</p> <p>If not, please provide details to justify your response, including any mitigation measures that you propose to implement:</p> <p>[insert response]</p>
<b>Water supply and wastewater treatment</b>
<p>54. Can adequate provision be made for water supply and wastewater treatment? Yes/No [delete as appropriate]</p> <p>If yes, please provide details to justify your response:</p>

<b>Site Deliverability</b>
[insert response]
<b>Planning Authority</b>
<p>55. Has there been any discussion with the relevant planning authority or any other statutory consultees about the site(s)? Please detail this information giving names, dates and responses. Preferably any responses in writing in relation to such matters should be attached.</p> <p>Yes/No [delete as appropriate]</p> <p>If yes, please provide details:</p> <p>[insert response]</p>



## Technical Proforma 8 - BREEAM Proforma

This proforma remains unchanged since ISDS

### Introduction

The Partnership requires the successful Participant to achieve a whole project BREEAM 'excellent' award status for this project. The purpose of this Proforma is to set how the Participant will achieve the award. The Partnership are keen to demonstrate that it has considered the sustainability impacts of the scheme and be rewarded for its actions.

The Proforma is based on the BREEAM assessment manual ([www.BREEAM.co.uk](http://www.BREEAM.co.uk)) and seeks to demonstrate how well the Participant's approach and design correlates with the principles of that scheme. This will assist in giving The Partnership confidence that the Participants are able to achieve the required BREEAM grade.

At this stage, detailed evidence is not being sought to support responses, however, sufficient detail must be provided to support the response to each question.

A response must be provided for each question and if a question is not considered to be applicable or involves past or future actions by The Partnership or others, this must be stated in the response together with the reason/action required. For each question, where relevant, please identify the design standards that will be applied.

*Note: where Participants intend to use BREEAM as part of the design process they should identify it at the appropriate stage in the Proforma and insert the necessary detail*

**Table 9: BREEAM Table**

Ref	Question
1	Describe how the BREEAM process will be applied to the project. [insert response]  <i>Max 1 side A4</i>
2	Describe how you will manage the BREEAM process and monitor progress towards the desired award grade. [insert response]

Ref	Question
	<i>Max 1 side A4</i>
<b>3</b>	Provide a programme of key activities and milestones. [insert response]  <i>Max 2 sides A4</i>
<b>4</b>	Identify all stakeholders for the BREEAM process. [insert response]  <i>Max 1 side A4</i>
<b>5</b>	Describe how The Partnership will be involved in the design development and the BREEAM process, and any specific requirements expected from The Partnership. [insert response]  <i>Max 2 sides A4</i>
<b>7</b>	Summarise/list your procedures for considering and assessing the environmental aspects for each stage of the project. [insert response]  <i>Max 1 side A4</i>
<b>8</b>	Summarise/list the mechanisms for managing the significant impacts associated with the project. [insert response]  <i>Max 2 sides A4</i>
<b>9</b>	Have you allocated a competent member of the project team as being responsible for managing the environmental aspects of this project? How have you determined the competency of this person to undertake this role? [insert response]  <i>Max 1 side A4</i>
<b>10</b>	Describe your provisions for delivering appropriate training to staff on environmental and social issues relevant to this project. [insert response]  <i>Max 1 side A4</i>
<b>11</b>	Based on the available information (on current land uses, site sensitivities, and land condition, including ground stability, soil quality, groundwater, ground gases, residual man-made structures and surrounding land uses), what are the key issues to be considered at the site?

Ref	Question
	<p>[insert response]</p> <p><i>Max 1 side A4</i></p>
12	<p>What provisions (if any) are necessary to manage the run-off, flood risk, and potential flood risk elsewhere as a result of the completed project over the operational life of the project (in line with the requirements of PPS25), and are appropriate flood resilience measures included in the design?</p> <p>[insert response]</p> <p><i>Max 1 side A4</i></p>
13	<p>What are the key landscape and visual factors that need to be considered at each stage of the project, including in the selection of the final site/design?</p> <p>[insert response]</p> <p><i>Max 1 side A4</i></p>
14	<p>Is the selected site located on, or does it use, land that has been identified as being of high ecological value or as having species of high value? If no, how was this determined? And what are the potential issues?</p> <p>[insert response]</p> <p><i>Max 1 side A4</i></p>
15	<p>What measures have been/ will be included in the design for:</p> <ul style="list-style-type: none"> <li>• conserving existing ecological features (including habitat);</li> <li>• mitigating or compensating for the loss of such ecological features;</li> <li>• enhancing the ecological value of the site?</li> </ul> <p>[insert response]</p> <p><i>Max 1 side A4</i></p>
16	<p>Has a baseline historic environment study/survey been undertaken in informing the selection of site and design of the project? What constraints, if any, did this identify and how will these be addressed?</p> <p>[insert response]</p> <p><i>Max 1 side A4</i></p>
17	<p>Describe your provisions for assessing and controlling the impacts of the project design on the water environment (during construction and operation).</p> <p>[insert response]</p>

Ref	Question
	<i>Max 1 side A4</i>
18	<p>Describe any measures to conserve water/reduce water consumption during construction and operational stages of the project.</p> <p>[insert response]</p> <p><i>Max 1 side A4</i></p>
19	<p>Does the design incorporate measures to prevent pollution of groundwater or water features? If so describe the measures.</p> <p>[insert response]</p> <p><i>Max 1 side A4</i></p>
20	<p>Has a life-cycle energy/carbon assessment been undertaken for the key materials and components to be used in the project? What were the key outcomes?</p> <p>[insert response]</p> <p><i>Max 1 side A4</i></p>
21	<p>List any features aimed at reducing energy consumption during the construction and operational stages of the project that have been incorporated into the design.</p> <p>[insert response]</p> <p><i>Max 1 side A4</i></p>
22	<p>Has the design explored opportunities for the incorporation of energy from renewable and/or low or zero carbon sources? What was the outcome?</p> <p>[insert response]</p> <p><i>Max 1 side A4</i></p>
23	<p>Describe the measures that have been/will be incorporated into the design of the project to reduce the environmental impact of materials use.</p> <p>[insert response]</p> <p><i>Max 1 side A4</i></p>

Ref	Question
24	<p>Describe any measures that have been taken to ensure the responsible and local sourcing of materials within the project design.</p> <p>[insert response]</p> <p><i>Max 1 side A4</i></p>
25	<p>Describe any measures incorporated into the design for complying with the waste hierarchy during the construction and operation of the project.</p> <p>[insert response]</p> <p><i>Max 1 side A4</i></p>
26	<p>Describe the measures you will implement to ensure that all legislative requirements regarding waste management associated with the construction phase of the project are complied with i.e. carriers, disposal facilities, etc.</p> <p>[insert response]</p> <p><i>Max 1 side A4</i></p>
27	<p>Describe how you will fulfil requirements for a Site Waste Management Plan (SWMP).</p> <p>[insert response]</p> <p><i>Max 1 side A4</i></p>
28	<p>How has the project been designed to take account of PPG13 on transport?</p> <p>[insert response]</p> <p><i>Max 1 side A4</i></p>
29	<p>How does the location/design of the project utilise or improve existing transport infrastructure?</p> <p>[insert response]</p> <p><i>Max 1 side A4</i></p>
30	<p>Describe any measures taken to minimise the traffic impacts of the completed project on the local community.</p> <p>[insert response]</p>

Ref	Question
	<i>Max 1 side A4</i>
31	<p>What are the main transport impacts of the construction stage of the project and how have these been considered in the design in terms of measures to minimise the impacts?</p> <p>[insert response]</p> <p><i>Max 1 side A4</i></p>
32	<p>Have other, more sustainable transport routes (other than road), such as rail, water, etc. been explored for the movements of construction materials and waste and what was the outcome?</p> <p>[insert response]</p> <p><i>Max 1 side A4</i></p>
33	<p>Will a Green Travel Plan be prepared for the construction phase of the project? If so, provide outline details.</p> <p>[insert response]</p> <p><i>Max 2 sides A4</i></p>
34	<p>Will the project incorporate a policy or code regarding considerate behaviour (e.g. Considerate Constructors Scheme, etc)? If so, will this be communicated to all appropriate persons working on the project? Provide an example.</p> <p>[insert response]</p> <p><i>Max 2 sides A4</i></p>
35	<p>How and at what stage will the local authority be consulted regarding the noise implications of construction?</p> <p>[insert response]</p> <p><i>Max 1 side A4</i></p>
36	<p>Have baseline studies and predictions of noise arisings been carried out for the project and have proposals been developed for mitigating noise during construction and operation? If so, describe these measures.</p> <p>[insert response]</p>

Ref	Question
	<i>Max 1 side A4</i>
37	<p>Describe any measures to minimise adverse impacts on local air quality during construction and operation.</p> <p>[insert response]</p> <p><i>Max 1 side A4</i></p>
38	<p>Will a community consultation exercise be undertaken and the results passed to appropriate members of the project team and, where appropriate, the results fed back to consultees? Provide outline details</p> <p>[insert response]</p> <p><i>Max 1 side A4</i></p>
39	<p>Will a member of the project team be made responsible for ongoing community consultation? What will be that persons position and experience?</p> <p>[insert response]</p> <p><i>Max 1 side A4</i></p>
40	<p>Has consideration been given, during feasibility and design stages, to wider social impacts of the project during construction and operation, and to effects of the completed project on the human environment? Describe the findings and outcomes and how they have/will affect the design.</p> <p>[insert response]</p> <p><i>Max 1 side A4</i></p>
41	<p>What steps do you intend to take to actively encourage local firms to compete for work on the construction stage?</p> <p>[insert response]</p> <p><i>Max 1 side A4</i></p>
42	<p>Describe any measures taken to ensure that the project is sympathetic to its users and in scale with its surrounding environment.</p> <p>[insert response]</p>

Ref	Question
	<i>Max 1 side A4</i>
<b>43</b>	<p>Briefly summarise the current status of the BREEAM assessment for this development to date, giving an indication of where you expect points to be achieved.</p> <p>[insert response]</p> <p><i>Max 1 side A4</i></p>
<b>44</b>	<p>Detail the verification process to ensure delivery of the Specified award and standard (whether this will be through the use of an Interim Award, internal audits or a combination of both).</p> <p>[insert response]</p> <p><i>Max 1 side A4</i></p>



## Technical Proforma 9 - Facility Photo Montage Proforma

This proforma remains unchanged since ISDS

### Introduction

- 1.30 It is anticipated that any proposed solutions from Participants may require the construction of buildings that will be larger and more noticeable than existing site conditions, and may (depending on the solutions proposed) require a flue stack for the dispersion of emissions arising from waste treatment. The scale and appearance of the buildings and other structures on the site is likely to vary between Participants due to the requirements of the proposed waste treatment technology, and different solutions may give rise to different types and degrees of visual impact. The appearance and visual impact of the proposed solution will form part of the evaluation process.
- 1.31 The Partnership wish to be able to make a direct comparison between proposed solutions on the basis of architectural design and visual impact, and Participants are therefore requested to include in their submissions a series of photomontages illustrating their proposed facilities. Participants are only required to submit photomontages of Facilities and Sites where planning permission is currently not obtained for the specific waste management use proposed, and where pre-treatment and treatment processes take place i.e. transfer stations are exempt from this requirement, but mechanical only, mechanical, biological and thermal processes are not.
- 1.32 The viewpoint photographs should be taken in accordance with the attached methodology to ensure that they can be used to develop photomontages which give a visually accurate impression, using CAD architectural images of the proposed buildings and other key structures on the site. It is important that the photomontages that are submitted by Participants are scaled and rendered correctly in terms of dimensions, especially height and shape, and external appearance, especially colour.
- 1.33 A methodology for preparing representative photomontages is also provided to assist Participants to produce visualisations that properly reflect and illustrate the proposed solution.
- 1.34 The locations of each photo should be determined to take into account sensitive receptors, and be taken from a suitable distance (750metres – 1.5km), providing a clear image of the facility in relation to surrounding land uses.

- 1.35 It is anticipated that the photomontages used in the tender documentation may ultimately be used, with additional visualisations as required by the Local Planning Authority, to illustrate the proposed development and assess impact on visual amenity and townscape as part of any subsequent Planning Application, Design and Access Statement and Environmental Impact Assessment.

### **SCHEDULE 6 - Methodology for Production of Photomontages**

#### 1.36 Photography Equipment;

- Camera: Standard Digital SLR or equivalent.
- Lens: 50mm lens (standard focal length).
- Tripod: Used for all photographs, to ensure that horizons are level.
- Digital images: Digital images will be downloaded directly to computer.
- Spirit Level: Mounted on the tripod or on camera’s hot-shoe to ensure the axis of the camera is horizontal.
- Compass: Used to establish the direction of view.
- Binoculars: To confirm landmarks within field of view against map references.
- Maps: OS 1:25,000 maps and/or project drawings are used to identify landmarks and to accurately record photographic viewpoints.

#### 1.37 Photography Procedures

- Location: A position identifiable to within approximately 10m using handheld GPS in association with 1:25,000 map or project drawing is marked on ground and accurately recorded on plan.
- Recorded for each view (frame): Frame number. Description of camera position. OS reference of camera position. Elevation of ground at camera position (AOD). Height of camera above ground.
- Direction of view: View centred where possible on a vertical feature identifiable on 1:25,000 map. If the location is to be surveyed then a ranging rod centred in the field of view can be used to locate the target.

- Recorded for each view: Description of feature. Bearing of target feature.
- Control features: Minimum of six control features identifiable within the view finder and surveyed on either side of centre are used as controls.
- Control record: Test photo with existing/additional controls added to the view. OS reference. Position of each feature.
- Panoramas: Level the camera on the tripod. Equal-spaced frames with a two-thirds overlap.
- Images: Full framed uncropped images. 3000 x 2000 pixels 300DPI.

### 1.38 Procedures Adopted for Field Surveying

- Equipment: Surveyor and surveying equipment used to locate camera position, height and control features, existing or additional.
- Coordinates: The X-Y-Z positions of the above to be fixed relative to National Grid co-ordinates and OS level.
- Controls: Minimum of six control features were sighted for each montage and their co-ordinates obtained.
- Data: DWG file containing X-Y-Z co-ordinates of camera positions, existing features and control elements for each montage.

### 1.39 Procedure for Photomontage Production

- Software: AutoCAD, 3D Studio MAX, and Photoshop or equivalent software are used to model the proposal to generate perspective overlays for each photograph.
- Drawings: DWG files (plans, elevations and details) for the proposal, also X-Y-Z data from surveyors of camera positions and control features.
- Data: The proposal is located in position according to masterplan drawing and height AOD from local contours or engineer's data. Location of camera position. Location of control features.
- 3D model: Photomontages are produced by placing a computer generated camera at the surveyed camera position within the 3D model. The photograph taken from the actual camera position is used as a



backdrop to the 3D model. A view of the 3D model with the photographic background is rendered.

- Art work: Photoshop or similar is used to merge the perspective taken from the 3D model and the photograph to illustrate the visual appearance of the proposal.

## Technical Proforma 10 - Services and Employment Proforma

This proforma remains unchanged since ISDS

### Introduction

The purpose of this Proforma is to provide the Partnership with summary details regarding employment during construction, commissioning and operation of the Participant's proposed solution. This is intended to allow transparent comparisons between each of the proposed solutions. Participants shall complete all tables listed below.

#### 1.40 Proposed Worker Numbers during Facility Construction

Participants shall complete Table 4 with the number of proposed workers that will be used during the facility construction period.

**Table 4: Proposed Worker Numbers during Facility Construction**

	2014	2015	2016	2017	2018
Number of proposed Workers that will be used during the facility construction period					

#### 1.41 Proposed Worker Numbers during Facility Commissioning

Participants shall complete Table 5 with the number of proposed workers that will be used during the facility commissioning period. Participants shall also provide an estimation of TUPE staff numbers that will be used during the commissioning period.

**Table 51: Proposed Worker Numbers during Facility Commissioning**

	Cold Commissioning	Hot Commissioning
Number of proposed Workers that will be used during the facility commissioning period		
Estimation of TUPE Staff numbers that will be used during the facility commissioning period		

#### 1.42 Proposed Employment to Operate Service

Participants shall complete Table 6 with professions/disciplines, a brief job description, a salary range and whether the staff are permanent or temporary full-time, part-time or agency staff; the total full-time equivalent should also be provided.

The following is an example list of professions/disciplines required to operate the service. This list is non-exhaustive and Participants should populate Table 6 as specific to their proposed solution:

- Plant Manager;
- Shift Supervisors;
- Engineers (Electrical, Civil, Mechanical, Chemical, Process etc);
- Operational staff e.g. HGV drivers, operators;
- IT staff; and
- Admin Staff.

**Table 6: Proposed Employment to Operate the Service**

Profession/Discipline	Brief description of Position	Salary range (£) per annum	Number of Full-Time Staff	Number of Part-Time Staff	Number of Agency Staff	Full-Time Equivalent (FTE)
<b>Grand Total</b>						

Please also provide an organogram of the staff structure used to operate the facility; this must include all staff identified in: Table 6 it should identify the number of staff operating the Facility(ies), the Special Purpose Vehicle/Company, administration, education/visitor centre, ancillary operations to the Service and others as appropriate.

[Insert organogram]

#### 1.43 TUPE Staff Utilisation

Participants shall complete **Table** with the approximate indication as to where TUPE staff will fit into **Table 6**/facility organogram. Based on the profession/disciplines identified in **Table 6**, populate **Table** with the approximate number of TUPE staff that will fill each role in the facility operation.

**Table 7: TUPE Staff Utilisation**

Profession/ Discipline	Number of TUPE Staff
<b>Total</b>	[Insert total]

#### 1.44 Training Opportunities during Facility Construction and Operation

Participants shall complete **Table** with proposals for including work training opportunities during the facility construction and operation.

**Table 8: Training Opportunities during Construction and Operation**

<p>Participants should specify their proposals for linking Apprenticeships, Training and Work Experience to the Facility construction and operation phases.</p> <p>This should also include Participant's proposals for training of staff including where appropriate details for any proposed link-ups with any training and education establishments whether in the region or elsewhere, and addressing:</p> <ul style="list-style-type: none"> <li>• Apprenticeships;</li> <li>• Training;</li> <li>• Work experience.</li> </ul> <p><b>Participants Response (no more than 3 pages of A4):</b></p>
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## Technical Proforma 11 - Skills and Unemployment Proforma

Questions for Participants in Relation to Training and Unemployment in line with The Partnership's Corporate Responsibilities.

Ref. No.	Response required for the Detailed Solution
1.	<p><b>Skills</b></p> <p>Please set out how you would link with organisations to raise skills and in particular, what your contribution would be in relation to skills of young people, people over the age of 50, ex-offenders, looked-after children and ethnic minorities.</p> <p><i>No more than a ½ side of A4</i></p>
2.	<p><b>Apprenticeships</b></p> <p>How many apprenticeships, traineeships and placements will you run within this contract that will support the delivery and achievement of the National Apprenticeship Framework?</p> <p>Specifically, outline:</p> <ul style="list-style-type: none"> <li>• the number at each phase of the project;</li> <li>• the hours worked undertaken by these groups;</li> <li>• the work areas offered.</li> </ul> <p><i>No more than a 1 side of A4</i></p>
3.	<p><b>Up-skilling</b></p> <p>What will you do to support the national aim that all workers achieve a minimum of NVQ Level. Please outline your offer in respect of up-skilling employees within your organisation.</p> <p>Specifically, outline:</p> <ul style="list-style-type: none"> <li>• programme of skill areas to address;</li> <li>• programme of delivery;</li> <li>• assessment/measurement criteria.</li> </ul> <p><i>No more than a ½ side of A4</i></p>
4.	<p><b>Training</b></p> <p>Please outline your offer in relation to training for transferring staff.</p> <p>Specifically highlight:</p> <ul style="list-style-type: none"> <li>• your formal training plan for the development of the workforce;</li> <li>• how many days training per year each employee will receive;</li> </ul>

	<ul style="list-style-type: none"> <li>• the types and levels of training made available;</li> <li>• Commitment of regular training to keep employee skills up to date.</li> </ul> <p><i>No more than a 1 side of A4</i></p>
<p><b>5.</b></p>	<p><b>Education Links</b> Please outline your offer to create links between education and employment and provide examples of previous programmes you have engaged in and the benefits achieved from them.</p> <p><i>No more than a ½ side of A4</i></p>
<p><b>6.</b></p>	<p><b>Unemployment</b> Please set out how you would link in with The Partnership’s in-house services to bring down local levels of unemployment and engage with groups at particular risk of unemployment.</p> <p>Please highlight how you would measure the success of your approach in each of the project phases.</p> <p><i>No more than a 1 side of A4</i></p>
<p><b>7.</b></p>	<p><b>Healthy Lifestyles</b> We want to work with organisations that can demonstrate a proactive approach to promoting healthy eating, physical activity and improving the quality of life.</p> <p>Please outline how you promote healthy lifestyles amongst your own workforce and highlight your offer in respect of staff potentially transferring under this contract.</p> <p><i>No more than a ½ side of A4</i></p>



**Technical Proforma 12 - Not Used**

Left Intentionally Blank



**Technical Proforma 13 - Not Used**

**Left Intentionally Blank**

## **Technical Proforma 14 - Technical Solution Proforma**

This proforma remains unchanged since ISDS

The purpose of this Schedule is to provide a standard format for bidders to provide details of the technical aspects of the proposed solution. This is intended to provide key information to Prosiect Gwyrdd on the performance of the waste treatment technology, energy generation and efficiency of the solution and allow comparisons between each of the proposed solutions. Bidders shall complete all tables listed in the following worksheets:

### **1) Treatment Technology and Site**

### **2) Energy Outputs**

### **3a) WFD Annex 2 Gross**

### **3b) WFD Annex 2 Net**

### **4a) Efficiency Calculation Gross**

### **4b) Efficiency Calculation Net**

The Technical Solution Proforma is provided on the electronic Excel file titled:

**App 13 - Form 14 Technical Solution Proforma.xls**

# **Prosiect Gwyrdd**

## **ISFT**

### **Technical Solution Bid Pro-forma**

The purpose of this Schedule is to provide a standard format for Participants to provide details of the technical aspects of the proposed solution. This is intended to provide key information to Prosiect Gwyrdd on the performance of the waste treatment technology, energy generation and efficiency of the solution and allow comparisons between each of the proposed solutions. Participants shall complete all tables listed in the following worksheets:

- 1) Treatment Technology and Site**
- 2) Energy Outputs**
- 3a) WFD Annex 2 Gross**
- 3b) WFD Annex 2 Net**
- 4a) Efficiency Calculation Gross**
- 4b) Efficiency Calculation Net**

**ISFT Technical Pro-forma**  
**1) TREATMENT TECHNOLOGY and SITE**  
 Bidder Name

**Waste Treatment Facilities**

**Thermal Treatment Facilities**

	Site Location	Technology Supplier	Design Capacity (tpa)	Working Capacity (tpa)	Number of Treatment Lines	Plant Availability Nominal %	Design CV MJ/Kg	Range CV MJ/Kg	Design Thermal Capacity MWth	Gross MWe	Net MWe	Gross MWhe per annum	Net MWhe per annum	Gross Plant Efficiency %	Net Plant Efficiency %
Facility (please specify type)															

**Biological Treatment Facilities**

	Site Location	Technology Supplier	Design Capacity (tpa)	Working Capacity (tpa)	Number of Treatment Lines	Plant Availability Nominal %	Annual Biogas generation (m <sup>3</sup> )	Gross MWe	Net MWe	Gross MWhe per annum	Net MWhe per annum	Gross Plant Efficiency %	Net Plant Efficiency %
Facility (please specify type)													

**Mechanical Treatment Facilities**

	Site Location	Technology Supplier	Design Capacity (tpa)	Working Capacity (tpa)	Number of Treatment Lines	Plant Availability Nominal %	Recyclate Materials Captured	Capture efficiency per material %	Capture efficiency per material (tonnes of contract waste)	Guaranteed capture efficiency per material %	Guaranteed capture efficiency per material (tonnes of contract waste )
Facility (please specify type)											

**Instructions to Bidders**

1. Bidders are required to complete Yellow shaded cells
2. Treatment Facilities Bidders shall complete as many tables as appropriate to their solution.

ISFT Technical Pro-forma  
2) ENERGY OUTPUTS  
Participant Name

**ENERGY**  
Assumed Net CV (MJ/Kg) range of delivered Contract 1 Waste  to   
Assumed Net CV (MJ/Kg) range (waste entering thermal facility)  to

Financial Year	2015/16	2016/17	2017/18	2018/19	2019/20	2020/21	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	2030/31	2031/32	2032/33	2033/34	2034/35	2035/36	2036/37	2037/38	2038/39	2039/40
Contract Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25

FACILITY 1: (please specify type)		Electrical Generation only (Baseline)																											
Electrical Generation and Consumption (MW)	Facility Capacity (Tpa)																												
	Total Energy in Fuel (MWh)																												
	Gross Electrical Generated (MW <sub>e</sub> )																												
	Parasitic Usage (MW <sub>e</sub> )																												
	Net Electrical Generated (MW <sub>e</sub> )	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	Facility Gross Energy Efficiency	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
	Facility Net Energy Efficiency	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
	Annual Operation Hours																												
	Net Electricity Exported (MWh per annum)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	% of Gross Electricity that qualify for ROC																												

FACILITY 1: (please specify type)		CHP Generation																												
Energy Generation and Consumption (MW)	Facility Capacity (Tpa)																													
	Total Energy in Fuel (MWh)																													
	Heat : Electricity Offset ratio																													
	Gross Electrical Generated (MW <sub>e</sub> )																													
	Parasitic Usage (MW <sub>e</sub> )																													
	Net Electrical Generated (MW <sub>e</sub> )	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	Gross Heat Generated (MW <sub>th</sub> )																													
	Facility Energy Efficiency	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
	Annual Operation Hours																													
	Net Electricity Exported (MWh per annum)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	Net Heat Exported (MWh per annum)																													
% of Gross Electricity that qualify for ROC																														

FACILITY 1 (please specify type)		SRF Generation only from MBT																											
SRF/FUEL Generation (MW)	Assumed Net CV (MJ/Kg) of SRF																												
	SRF Generated for 3rd Party Facility (Tpa)																												
	Total Embedded Energy in SRF (MJ)																												
	Net Electrical Generated (MW <sub>e</sub> ) from SRF																												
	% of SRF that qualify for ROC																												

FACILITY 1 (please specify type)		Gas Generation only from Anaerobic Digestion																											
AD Energy Generation (MW)	Assumed Net CV (MJ/m <sup>3</sup> ) of Gas																												
	Gas Generated from AD Facility (m <sup>3</sup> )																												
	Total Embedded Energy Gas (MJ)																												
	Net Energy Generated (MW <sub>e</sub> , Therms) from Gas																												
	% of Energy that qualify for ROC, RHI																												

**Instructions to Participants**  
 1. Participants are required to complete Yellow shaded cells  
 2. Participants are required to complete the above table individually for each relevant facility.  
 3. Participants are required, depending on their solution, to complete the appropriate energy generation section i.e electricity only, CHP, SRF and/or AD. For each element of the technology that produces electricity only, CHP or fuel only.  
 4. Participants are required to provide supporting evidence / calculations to demonstrate / support eligibility for ROC.



**ISFT Technical Pro-forma**  
**4a) WFD ANNEX 2 GROSS RECOVERY OPERATIONS**  
 Participant Name **#REF!**

The Waste Framework Directive Annex 2 requires that for Thermal Treatment Facilities to be classified as Recovery Operation they must meet energy efficiency criteria. The calculation below is based on the Formula provided in Annex 2 and will be applied to determine if a EFW facility can be classed as a Recovery Operation.

INPUT DATA	UNITS	VARIABLE
Plant Throughput	Te/annum	
Calorific Value (Net)	MJ/Kg	
<b>Gross Efficiency</b>	%	
Plant Availability	%	
No of Starts per Annum	-	
Calorific Value of Start-up Fuel	MJ/kg	
Average Load During Start-up (% of MCR)	%	
Duration of Start-up	Hours	
Parasitic Load (as % of Gross Electrical Output)	%	
Heat / Electricity Offset ("Z" factor)	-	
Estimated Heat Offtake	MWth	

OUTPUT DATA	UNITS	VALUE
Gross Thermal Output	MWth	#DIV/0!
Gross Electrical Output	MW	#DIV/0!
Running Hours per Annum	hrs	0
Energy Imported from Grid (Start-up)	MJ	#DIV/0!
Process / District Heating Offtake	MWth	0.0

**EU RECOVERY CRITERION**

ENERGY EFFICIENCY	UNITS	VALUE
Annual Energy Produced (Ep)	GJ/annum	#DIV/0!
Annual Energy Input (Ef)	GJ/annum	#DIV/0!
Annual Energy in Treated Waste (Ew)	GJ/annum	0
Annual Energy Imported excl Ew and Ef (Ei)	GJ/annum	#DIV/0!

$$\text{Energy Efficiency} = \frac{Ep - (Ef + Ei)}{0.97 \times (Ew + Ef)}$$

$$= \underline{\underline{\#DIV/0!}}$$

Note: (EP) Electricity \* 2.6 and Heat \* 1.1 as per WDF Annexe 2 Recovery Operations  
 Facility Classed as Recovery if Energy Efficiency is equal to or above 0.65

Assumed Start-up Fuels with Properties as Follows:	Gross CV	Density	Gross CV
	(kJ/litre)	(kg/m3)	(MJ/kg)
Diesel / Gas Oil	38,000	834	45.56
	(kJ/m3)	(kg/m3)	(MJ/kg)
Natural Gas	43,000	0.8	53.75

**Instructions to Participants**

- Participants are requested to insert thermal treatment facility performance data in the yellow shaded cells above

<b>ISFT Technical Pro-forma</b>	
<b>4b) WFD ANNEX 2 NET RECOVERY OPERATIONS</b>	
Participant Name	#REF!

The Waste Framework Directive Annex 2 requires that for Thermal Treatment Facilities to be classified as Recovery Operation they must meet energy efficiency criteria. The calculation below is based on the Formula provided in Annex 2 and will be applied to determine if an EfW facility can be classed as a Recovery Operation.

INPUT DATA	UNITS	VARIABLE
Plant Throughput	Te/annum	
Calorific Value (Net)	MJ/Kg	
<b>Net Efficiency</b>	%	
Plant Availability	%	
No of Starts per Annum	-	
Calorific Value of Start-up Fuel	MJ/kg	
Average Load During Start-up (% of MCR)	%	
Duration of Start-up	Hours	
Parasitic Load (as % of Gross Electrical Output)	%	
Heat / Electricity Offset ("Z" factor)	-	
Estimated Heat Offtake	MWth	

OUTPUT DATA	UNITS	VALUE
Gross Thermal Output	MWth	#DIV/0!
Gross Electrical Output	MW	#DIV/0!
Running Hours per Annum	hrs	0
Energy Imported from Grid (Start-up)	MJ	#DIV/0!
Process / District Heating Offtake	MWth	0.0

#### EU RECOVERY CRITERION

ENERGY EFFICIENCY	UNITS	VALUE
Annual Energy Produced (Ep)	GJ/annum	#DIV/0!
Annual Energy Input (Ef)	GJ/annum	#DIV/0!
Annual Energy in Treated Waste (Ew)	GJ/annum	0
Annual Energy Imported excl Ew and Ef (Ei)	GJ/annum	#DIV/0!

$$\text{Energy Efficiency} = (Ep - (Ef+Ei)) / (0.97 \times (Ew + Ef))$$

$$= \underline{\underline{\#DIV/0!}}$$

Note: (EP) Electricity \* 2.6 and Heat \* 1.1 as per WDF Annexe 2 Recovery Operations  
 Facility Classed as Recovery if Energy Efficiency is equal to or above 0.65

Assumed Start-up Fuels with Properties as Follows:	Gross CV	Density	Gross CV
	(kJ/litre)	(kg/m3)	(MJ/kg)
Diesel / Gas Oil	38,000	834	45.56
	(kJ/m3)	(kg/m3)	(MJ/kg)
Natural Gas	43,000	0.8	53.75

#### Instructions to Participants

- Participants are requested to insert thermal treatment facility performance data in the yellow shaded cells above

**ISFT Technical Pro-forma**  
**5a) GROSS ENERGY EFFICIENCY CALCULATION**  
 Participant Name **#REF!**

The purpose of this calculation is to provide a measure of the Gross energy efficiency of any proposed energy recovery technology

$$\text{Gross Energy Recovery Efficiency} = \frac{\text{(Electricity Produced + Heat Produced)}}{\text{Energy in Waste}}$$

INPUT DATA	GJ/annum
Electricity Produced	
Heat Produced	
Energy in Waste	

$$\text{Gross Energy Recovery Efficiency} = \underline{\underline{\#DIV/0!}}$$

**Instructions to Participants**

1. Participants are requested to insert energy import and export data in the yellow shaded cells above
2. Participants are requested to use Net CV data for all calculations
3. Participants are requested to complete an individual calculation for each treatment facility that will recovery energy

**ISFT Technical Pro-forma**  
**5b) NET ENERGY EFFICIENCY CALCULATION**  
 Participant Name **#REF!**

The purpose of this calculation is to provide a measure of the Net energy efficiency of any proposed energy recovery technology

$$\text{Net Energy Recovery Efficiency} = \frac{\text{(Electricity Exported + Heat Exported)}}{\text{(Energy in Waste + Energy in Support Fuel + Energy in Heat imported + Energy in Electricity imported)}}$$

INPUT DATA	GJ/annum
Electricity Exported	0
Heat Exported	0
Energy in Waste	0
Energy in Support Fuel	0
Energy in Heat imported	0
Energy in Electricity imported	0

$$\text{Net Energy Recovery Efficiency} = \underline{\underline{\text{\#DIV/0!}}}$$

**Instructions to Participants**

1. Participants are requested to insert energy import and export data in the yellow shaded cells above
2. Participants are requested to use Net CV data for all calculations
3. Participants are requested to complete an individual calculation for each treatment facility that will recovery energy



**APPENDIX 14 – INSTRUCTIONS TO PARTICIPANTS: WRATE  
MODEL**

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# **Prosiect Gwyrdd**

Procurement of:  
A Waste Treatment Solution for Municipal Waste

ISFT – Instructions to Participants for WRATE  
Modelling

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## 1. INTRODUCTION

### 1.1 Introduction

- 1.1.1 This document presents instructions to enable Participants to complete a sustainability assessment using the Environment Agency's Waste and Resources Assessment Tool for the Environment (WRATE) for their Detailed Solution relating to the ISFT stage of Prosiect Gwyrdd procurement contract for Municipal Waste.
- 1.1.2 Participants are required to comply with all of the instructions contained in this document.
- 1.1.3 Output from the Participant's WRATE models will be used as part of the ISFT bid evaluation process.
- 1.1.4 It is the Participant's responsibility to ensure that their WRATE model fairly and accurately represents their solution, for example treatment technology performance, energy balance, recycling performance and recycling and disposal markets. The Partnership will review submissions to ensure that data and assumptions are reasonable and consistent with the information provided elsewhere in the ISFT submission.

### 1.2 WRATE version 2

- 1.2.1 The Environment Agency released an updated version of WRATE (version 2) on the 14th April 2010, and all completed scenarios shall be submitted as project files exported from WRATE version 2. Any scenarios exported from version 1 will not be accepted. This approach ensures that WRATE assessments are undertaken and evaluated on as equal a basis as possible.
- 1.2.2 WRATE version 2 includes amendments to background data and the user interface. The updated model also includes new processes, most notably a 'flexible' EfW process that incorporates pre-defined assumptions such as metals recovery rates and ash production, and a new ability for users to specify gross efficiency within a pre-defined range. Please note that use of this process will require robust justification and independent peer review.
- 1.2.3 The Environment Agency issued a notice, by email, on the 11<sup>th</sup> August 2010, which set out that a number of default processes within version 2 contained errors. Attached to the email were replacement default processes that could be



imported into the WRATE software. All Participants are required to provide a written statement with their WRATE submission stating that they have imported the replacement default processes, and where applicable, have used these within their model as the default processes or used them as the basis to develop User Defined Processes. The independent peer reviewer should also confirm this within the peer review report.

## 2. DETAILS OF THE SCHEME

### 2.1 Instruction for Participants

2.1.1 Participants are required to provide a WRATE model for their proposed waste management solution in order that the environmental impact of the solution relative to The Partnerships defined baseline can be assessed.

### 2.2 Baseline

2.2.1 A baseline scenario of the situation for The Partnership area for the year 2019/20 has been developed in WRATE v2. This model has been exported from the software and is provided along with this instruction document.

2.2.2 In the baseline model it is assumed that each of the five authorities delivers to a delivery point within their boundaries, which for the purpose of the baseline model is assumed to be the point for onward delivery to landfill. For the purposes of Cardiff and Newport the delivery point and landfill are based at the same location and therefore no transport has been assumed between these two points.

2.2.3 These will also be the points of delivery for waste to the Participant. The table below identifies the delivery/acceptance points for the 5 Authorities waste:

Authority	Tonnage	Delivery/Acceptance Point Location
Caerphilly	31,345	Full Moon Civic Amenity/Waste Transfer Station, CF83 3RP
Cardiff	66,428	Lamby Way Waste Transfer Station, CF3 2HP
Monmouthshire	17,426	Centre of Usk, NP15 1AB
Newport	28,426	Docks Way Waste Transfer Station, NP20 2NS
Vale of Glamorgan	25,057	Centre of Barry, CF63 4RW

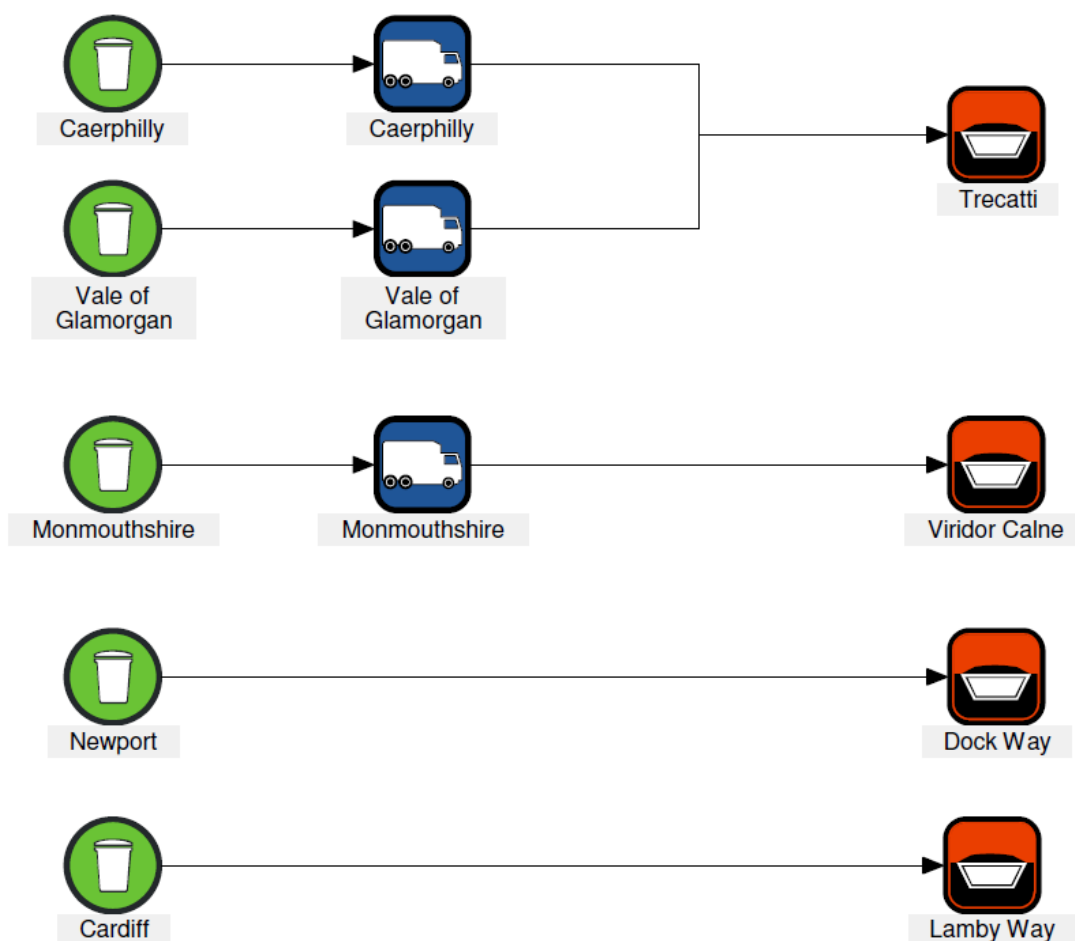
2.2.4 In the baseline model waste is assumed to be transported from the delivery/acceptance points identified in the table in Section 2.2.3, via RCV, to landfill. The table below identifies



the location of the landfill used by each authority which has been assumed in the baseline model:

<b>Authority</b>	<b>Landfill Location</b>
Caerphilly	Trecatti Landfill, CF48 4AB
Cardiff	Lamby Way. CF3 2HP
Newport	Dock Way, NP20 2NS
Monmouthshire	Viridor Calne, SN11 8TR
Vale of Glamorgan	Trecatti Landfill, CF48 4AB

- 2.2.5 The waste stream is made up of 100% MSW from the five Authority areas. The combined composition of the overall waste stream has been calculated using a Waste Flow Model developed by Jacobs.
- 2.2.6 The collection and transportation of MSW to the delivery/acceptance points are not relevant for the purposes of ISFT submissions and have not been modelled.
- 2.2.7 Figure 1 shows the baseline scenario map. This is the scenario against which all proposed solutions will be compared and is for reference purposes.



**Figure 1: Baseline Scenario Map – Landfill**

## 2.3 Predefined assumptions

2.3.1 All pre-defined assumptions outlined in this section are fixed and shall not be changed. In order that the assumptions remain consistent, Participants shall duplicate the baseline scenario provided and use this as the basis for a WRATE assessment to represent their solution.

2.3.2 The transport and landfill processes included in the baseline scenario are not fixed and should be amended to reflect the Participants proposals.

### Waste Tonnage

2.3.3 Waste tonnage information has already been entered into the WRATE model. This is derived from the waste flow modelling

and is based upon the predicted waste arising for the project year 2019/20. This data is fixed and should remain fixed for the duration of the ISFT modelling. Where Participants are proposing to include non contract waste then this must not be included in the WRATE model.

### Waste Composition

- 2.3.4 The waste composition entered within the baseline WRATE scenario is derived from the compositional analyses provided by the 5 Authorities. The composition can be seen in WRATE and is reproduced in the table below.

Material	%
Paper and Card	19.51
Plastic Film	5.20
Dense Plastic	8.48
Textiles	4.17
Wood	2.04
Combustibles	13.57
Non-Combustibles	2.74
Glass	3.90
Organic – Garden Waste	2.41
Organic – Kitchen Waste	27.33
Ferrous Metal	2.86
Non-Ferrous Metal	0.72
Fine Material	3.23
WEEE	2.87
Specific Hazardous Household	0.98
<b>Total</b>	<b>100.00</b>

- 2.3.5 Again this data is fixed and should not be altered for the ISFT modelling. As described above, the composition used in WRATE is a combined composition for the 5 local authorities.

### Waste System Boundaries

- 2.3.6 The baseline scenario in the WRATE model assumes that the waste arises at the Project Green delivery/acceptance points (see section 2.2.3) and has a final destination of landfill. This sets the boundaries to be considered for this model. The Participant's waste treatment solution proposed shall assume that waste arises at the delivery/acceptance points (i.e. collection and transport to the delivery/acceptance points should not form part of the proposal). The end point of the proposed solution will be the point at which all waste has

been managed according to the requirements of the WRATE software.

### **Landfills**

- 2.3.7 The landfills in the baseline scenario are represented in WRATE as having a clay liner and a clay cap with a 250,000 tonne per annum limit and a total capacity of 5,000,000 tonnes.

### **Third Party Waste**

- 2.3.8 Third party waste must not be included in the WRATE model. The purpose of the WRATE model is to assess the relative environmental benefit of treating contract waste compared to the baseline scenario. If a Participant is proposing a larger facility that will also treat third party waste, the additional tonnage must not be included in the WRATE assessment however the full plant capacity should be entered for each applicable process.

### **Transport**

- 2.3.9 Participants should provide start and end postcodes, distances (in km) and road type mixes for all journeys within their proposed solution. If possible Participants should also specify the type of transport to be used for each waste movement.

### **Electricity Mix**

- 2.3.10 The Electricity Mix used within the WRATE model is set to Wales 2020 to align with the tonnage and composition data used. This detail is fixed and should not be amended by Participants.

## **2.4 Participant entered data**

- 2.4.1 Participants must ensure that data and assumptions on which the WRATE scenario and any user-defined or bespoke processes applied within the scenario are based are appropriate and most accurately reflect the anticipated performance of their proposal. All assumptions should be consistent with the relevant completed ISFT method statements. Further guidance on the scope of the WRATE assessment required is provided throughout this section.

### **Proposed Solutions**

- 2.4.2 The proposed solution submitted by the Participant shall be modelled as a single scenario in WRATE. The scenario shall use the supplied export file as a baseline in order that the



waste tonnage, composition, year and electricity mix are consistent with the requirements of The Partnership and can be compared across bids. The Participant must also ensure that the scenario name is prefixed with the Participant's name, for ease of identification.

- 2.4.3 Output from the Participants' WRATE models will be used as part of the bid evaluation process. It is the Participants' responsibility to ensure that the model fairly represents their proposed technology solution.

#### **Proposed technologies**

- 2.4.4 The Participant is at liberty to use either the standard available technology solutions within WRATE, or to create a 'user defined' technology or a bespoke technology within the Expert version of WRATE.
- 2.4.5 The selection of these processes must be supported by justification from existing operational facilities even in the case of default processes. This justification will prove the chosen data is viable and can take the form of several types of data (models, diagrams, reports etc) providing it is clear where the justification is sourced from. Participants are reminded that The Partnership reserves the right to disregard any assumption or process that is not backed up with suitable justification.

### 3. OUTPUTS REQUIRED

#### 3.1 WRATE Model

3.1.1 The submission shall include a WRATE export file (file extension .lca).

#### 3.2 Supporting information

##### General Model Information

3.2.1 The Participant shall also submit a written description of their proposed solution(s) within Tables 3.1 to 3.6 as appropriate. This includes, but is not necessarily limited to:

- Justification of the selection of technology (e.g. best fit within WRATE to their own technology, bespoke system);
- Justification of the destinations of waste (e.g. recovery, reprocessor, landfill etc.);
- Justification of the selection of transport;
- Justification of the selection of any intermediate facilities (as defined by the WRATE software – includes Waste Transfer Stations and Materials Recovery Facilities); and
- Discussion of any assumptions. (e.g. selection of road type mix, distances travelled etc); and
- Tonnages of materials at Final Destinations.

3.2.2 If a WRATE model proposes use of a Combined Heat and Power (CHP) facility, the Participant must provide evidence and justification of the end user for any exported heat and detail the end users expected heat and electrical demand in units of both MJ and MW. Failure to provide satisfactory evidence may result in a clarification request to remove the CHP element from the WRATE model.

3.2.3 Detail must also be provided of any differences between the WRATE model and the mass balance/waste flow diagrams submitted as part of the rest of the bid. It is appreciated that some minor deviation from the full proposal may be required in order to develop a representative model in WRATE, however, any differences must be catalogued in full with an explanation. To support this request Participants should complete table 3.6 so the WRATE Model output tonnages can be compared directly with the Waste Flow Model outputs for the corresponding year

3.2.4 For the various aspects of the WRATE model, Tables 3.1 – 3.3 must be completed as appropriate to provide a complete

data set for all transport, intermediate facilities, treatment facilities, recycling/recovery facilities and landfills that are used in the WRATE model. Insert rows into these tables as required.

### User Defined/Bespoke Technologies

- 3.2.5 Where the Participant amends allocation rules, the original allocation rules and the revised allocation rules must be provided in Table 3.4, must be accompanied by a separate detailed explanation of what data has been changed (where an adjustment has been made to an existing technology in WRATE), or which data have been used to develop the process. This data should be entered into Table 3.4 and also indicated in the comments box provided for each data set in the Allocation tables within WRATE. The amended allocation text should be preceded with **\*\*\*Amended Allocation Rule\*\*\*** for ease of identification by the reviewer.
- 3.2.6 The Participant shall also include the following in their supporting information:
- Reason for use of non-standard processes;
  - Discussion of the relative reliability of the data/option;
  - Details of the source and reliability of the data that user defined and/or bespoke solutions are based on (where applicable);
  - Detail of the alterations from the WRATE Standard Process (Table 3.4);
  - Details of whether the user defined process/ bespoke process has been independently verified, proof of verification, name of verifier, how to contact them and when the verification was undertaken<sup>1</sup>.
- 3.2.7 For the various aspects of user defined WRATE processes, Table 3.4 should be completed as appropriate to provide a complete data set for all transport, intermediate facilities, treatment facilities, recycling/recovery facilities and landfills that are used in the WRATE model. Insert rows into these tables as required.
- 3.2.8 Where variations to standard WRATE processes are being made, care should be taken to ensure that all data is correct for the plant capacity assumed. If plant capacities are increased compared to the standard WRATE process, all

<sup>1</sup> Independent verification can be undertaken by any competent body which is independent from the Participant's project team. Details of any verifiers shall be provided as part of this submission.

variables should be scaled accordingly. Note this comment only applies where processes are user defined.

- 3.2.9 Where Participants have elected to develop a completely bespoke process, the Participant shall complete Table 3.5 together with details of where the described technologies or processes have been proven and supported by energy balances, mass balances and details of where the described technology or process has been proven.
- 3.2.10 Changes should also be made in the free text section of the WRATE allocation table. If more than one bespoke process is included in the scenario Table 3.5 shall be duplicated as required.
- 3.2.11 For bespoke processes that represent treatment facilities, energy, mass and carbon balances and input waste CV on which energy calculations are based shall be provided to allow verification of the processes.
- 3.2.12 For each bespoke process Participants shall identify the default WRATE process on which it is based and justify its selection. If any data values are not replaced from those in the default process Participants shall justify why they consider these values are appropriate for their process.
- 3.2.13 For each user defined process or bespoke process Participants shall provide an independent peer review report and provide the name, organisation and contact details of the peer reviewer and the date the review was completed and the model reviewed. A statement shall be provided confirming the competence of the reviewer.
- 3.2.14 The independent peer review report shall clearly identify the provenance and reliability of amended data, including appending copies of monitoring data from operational facilities for sensitive parameters where appropriate. Where data are not based on operational facilities a full justification shall be provided. Failure to provide sufficient justification may result in the Authority disregarding any assumption or process.
- 3.2.15 Participants are expected to develop a WRATE model that is consistent with other areas of their proposal, for example recycling performance, or energy balance. Where models are found to be inconsistent with other areas of the bid, the Council reserves the right to either disregard the WRATE model, or ask the Participant to resubmit a revised model.



### Recycling processes

3.2.16 For each recycling process the Participant shall confirm site operator name and location (postcode) and justify selection of the process. This includes justifying the type of recycling process where more than one is available for a material (e.g. glass recycling as aggregate or glass recycling as container glass). Participants shall confirm assumptions are consistent with other relevant ISFT sections.

### Landfill processes

3.2.17 For each landfill process the Participant shall confirm site operator name and location (postcode) and justify selection of the process. Participants shall confirm that assumptions are consistent with other relevant ISFT sections. Participants shall also identify waste sent direct to landfill as a result of waste acceptance criteria or annual maintenance shut downs.

**Table 3.1 – Treatment Facility Assumptions Table**

<b>Facility</b>	<b>WRATE Technology</b>	<b>Capacity</b>	<b>Distribution of Outputs from Facility</b>	<b>Justification</b>
<i>Reference within WRATE Scenario and location (Post Code)</i>	<i>WRATE Technology Description and Number</i>	<i>Entered Capacity (Tonnes)</i>	<i>Distribution of output materials from facility</i>	<i>Justification for selection</i>

**Table 3.2: Intermediate Facilities Information**

<b>Facility</b>	<b>WRATE Technology</b>	<b>Capacity</b>	<b>Distribution from Facility</b>	<b>Justification</b>
<i>Reference within WRATE Scenario and location (Post Code)</i>	<i>WRATE Technology Description and Number</i>	<i>Entered Capacity (Tonnes)</i>	<i>Distribution of material from facility</i>	<i>Justification for selection</i>

**Table 3.3: Transport Assumptions Table**

<b>Vehicle Movement</b>	<b>WRATE Technology</b>	<b>Post Codes</b>		<b>A-B Distance (in km)</b>	<b>Distance Composition</b>		
		<b>Start</b>	<b>End</b>		<b>Rural</b>	<b>Urban</b>	<b>M'Way</b>
<i>Reference within WRATE Scenario</i>	<i>WRATE Technology Description and Number</i>	<i>Location of start facility</i>	<i>Location of end facility</i>	<i>Entered A-B Distance</i>	<i>Entered %</i>	<i>Entered %</i>	<i>Entered %</i>

**Table 3.4: WRATE User Defined Process Technology Amendments (one for each user defined process, transport or facility)**

<b>Facility</b>	<b>WRATE Standard Technology</b>	<b>Justification</b>	<b>Reason For Amending</b>
<i>Reference within WRATE Scenario and location (Post Code)</i>	<i>WRATE Technology Description and Number upon which the UDP is based</i>	<i>Justification for selecting WRATE Standard Technology for amendment</i>	<i>Justification for amending WRATE standard Technology</i>
<b>Alteration</b>	<b>Original Value</b>	<b>Amended Value</b>	<b>Data Source and Justification</b>
<i>Allocation Table Item to be amended</i>	<i>Value within WRATE standard technology</i>	<i>Value with UDP</i>	<i>Source of the Updated Data and justification for using it</i>
<b>Peer Reviewed</b>	<b>Date</b>	<b>Reviewer</b>	<b>Contact Details</b>
<i>Yes / No</i>	<i>Dd/mm/yyyy</i>	<i>Name</i>	<i>Address and Phone Number</i>

**Table 3.5: Bespoke Data Table**

Data Type	Parameter	Unit	Value	Notes
Process information:	Process name	Text		
	Company name	Text		
	Contact name	Text		
	Telephone	Number		
	E-mail Address	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		
MSW waste composition:	Paper and card	t		
	Plastic film	t		
	Dense plastic	t		
	Textiles	t		
	Absorbent hygiene products	t		
	Wood	t		
	Combustibles	t		
	Non-combustibles	t		
	Glass	t		
	Organic - Food waste	t		
	Organic - Garden waste	t		
	Ferrous metal	t		
	Non-ferrous metal	t		
	Fine material <10mm	t		
	Waste Electrical and Electronic Equipment	t		
Specific Hazardous Household	t			
Non MSW waste composition:	Paper and card	t		
	Plastic film	t		
	Dense plastic	t		
	Textiles	t		
	Absorbent hygiene products	t		
	Wood	t		

Data Type	Parameter	Unit	Value	Notes
	Combustibles	t		
	Non-combustibles	t		
	Glass	t		
	Organic - Food waste	t		
	Organic - Garden waste	t		
	Ferrous metal	t		
	Non-ferrous metal	t		
	Fine material <10mm	t		
	Waste Electrical and Electronic Equipment	t		
	Specific Hazardous Household	t		
Other feedstock:	Other feedstock 1 (please describe)	t		
	Other feedstock 2 (please describe)	t		
	Other feedstock 3 (please describe)	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		
	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		

Data Type	Parameter	Unit	Value	Notes
	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	KWh		
	Heat exported for sale	KWh		
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 CO <sub>2</sub> total, of which:	kg		
	CO <sub>2</sub> fossil	kg		
	CO <sub>2</sub> biogenic	kg		
	Water vapour	kg		
	Total CO, of which:	kg		
	CO <sub>2</sub> fossil	kg		
	CO <sub>2</sub> biogenic	kg		
	SO <sub>x</sub>	kg		
	NO <sub>x</sub>	kg		
	N <sub>2</sub> O	kg		
	NH <sub>3</sub>	kg		
	HCL	kg		
	CH <sub>4</sub>	kg		
	Dioxins, Furans - ITEQ	ng		
	Cadmium	kg		
	Chromium VI	kg		

Data Type	Parameter	Unit	Value	Notes
	Mercury	kg		
	Thallium	kg		
	Benzo[a]pyrene	kg		
	PCBs	kg		
	PM10	kg		
Emissions to water:	Water discharge (please specify)	M3		open water/ sewer/ ground- water
	Phosphate	kg		
	Nitrogen	kg		
	NH <sub>3</sub>	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		

**Table 3.6: WRATE Model Tonnage Outputs**

<b>Material</b>	<b>Tonnage (WRATE Model)</b>	<b>Tonnage (Waste Flow Model)</b>	<b>Final Destination</b>	<b>Internal Management Details (if applicable)</b>
<i>Recyclate 1 (please specify)</i>				
<i>Recyclate 2 (please specify)</i>				
<i>Non Haz Landfill Waste (please specify)</i>				
<i>Haz Landfill Waste (please specify)</i>				
<i>Other (please specify)</i>				
<i>Other (please specify)</i>				





## APPENDIX 15 – PARTICIPANT INSURANCE RESPONSE MATRICES

**The content of Appendix 15 contains information which is exempt from publication under paragraphs 14 (information relating to financial or business affairs) and 21 (public interest test) of Schedule 12 A part 4 of the Local Government Act 1972.**

**It is viewed in the public interest to treat this Section as exempt from publication. Put simply, the rationale for this is that the information relates to commercial positions of third parties and if such information was released it would adversely affect the authority's ability to obtain best value in future procurements i.e. third parties would be discouraged from providing confidential information to public authorities if such information was to be released and participant's commercial bargaining position.**

**Therefore on balance, it is submitted that the public interest in maintaining exemption outweighs the public interest in disclosure.**

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### Appendix 16 – Key Issues Welsh Government OBC and FBC Approval Criteria

No	Evaluation Criteria	Key Issue for OBCs/FBCs to Address
1	Strategic Fit	<p>Schemes must demonstrate how they will contribute to the delivery of the Welsh Government's (WG's) overarching strategy for waste management and resource efficiency as set out in "Towards Zero Waste" June 2010, and to the WG's strategy for municipal waste management as set out in the Municipal Waste Plan March 2011.</p> <p>Schemes should demonstrate how the project will make a positive contribution to the principles of Sustainable Development, including reduction in Wales Ecological Footprint and carbon footprint, evidencing that environmental, social and economic factors have been fully considered in accordance with good industry practice.</p> <p>Proposals should demonstrate how the project contributes to or complements longer-term national and EU targets for recycling as well as the treatment, recovery and diversion of biodegradable and other residual municipal waste from landfill, indicating the amount of biodegradable and other municipal waste expected to be treated, recycled, recovered and diverted from landfill over the whole life of the project.</p> <p>Proposals should demonstrate how the project supports or complement the Authorities' plans for meeting the WG's statutory recycling targets.</p> <p>Waste minimisation is at the top of the waste hierarchy. Whilst likely to be outside the scope of the proposed contract, the OBC should make clear what other actions the consortium/local authority is taking to reduce generation of MSW and how the interfaces and interdependencies with such actions and this</p>

No	Evaluation Criteria	Key Issue for OBCs/FBCs to Address
		<p>project will be managed.</p> <p>Projects should consider the potential for including other waste streams such as commercial or industrial waste, on the basis of securing a value for money solution. However, projects must demonstrate that the project continues to deliver value for money in relation to the municipal waste being managed through it, and any cross subsidisation of the costs of disposing of non-municipal waste streams is transparent and acceptable to all stakeholders.</p>
2	Reference Project	<p>The consortium/local authority should have done sufficient analysis of the technical, environmental and economic options to have identified a reference solution in order to satisfy themselves that there is at least one deliverable and affordable solution to the project prior to going to market.</p> <p>Options should have been developed and evaluated in line with WG guidance on Option Appraisals for OBCs.</p> <p>For Residual Waste a do–minimum scenario should have been developed.</p>
3	Risk Management	<p>A project risk matrix should have been prepared, identifying all the foreseeable risks associated with the scheme, and making a preliminary risk allocation.</p> <p>Project risks should have been allocated appropriately between the parties following standard form guidance.</p>

No	Evaluation Criteria	Key Issue for OBCs/FBCs to Address
		<p>An Internal procurement risk register identifying all risks to be managed by the public sector that ranks the lists in order of importance and a risk owner and mitigation strategy should have been developed.</p> <p>A regular reporting of risk management to the Consortium Project Board and a process to regularly update the risk register should have been developed.</p>
4	Contract Structures	<p>Detail the interfaces and interdependencies between other activities outside the Scope of the Project (e.g. new collection activities or delivery arrangements).</p> <p>There should be a commitment to use current version of the sector specific WG approved Standard Form developed by the WPPO.</p> <p>If departing from the proposed standard contract structure and risk allocation, detail how the envisaged contract structure has been determined and how such a structure is considered most likely to delivery VfM for the required services. WPPO approval of any derogations from the standard form contract will be required in conjunction with the FBC approval process.</p> <p>There should be a commitment to use the bidding process to embed standard Terms &amp; Conditions.</p> <p>Any likely project or sector specific commercial/contract issues should identified and a process put in place to identify and deal with these issues.</p>

No	Evaluation Criteria	Key Issue for OBCs/FBCs to Address
5	Joint Working and Governance	<p>By OBC stage WG would expect a Joint Working Agreement to be in place between participating authorities covering major points of principle, and that joint governance arrangements had been approved and established in accordance with best practice.</p> <p>Such plans should demonstrate evidence of strong joint working and the intention to have legally binding agreements or arrangements (e.g. joint waste management boards) in place by the start of the dialogue process.</p> <p>By FBC stage WG would expect that arrangements and human and financial resources are in place for Authorities to effectively discharge their long term contract management procedures set out in a Joint Working Agreement or Inter Authority Agreement for the post-close and operational phase of the project.</p>
6	Site, Planning and Statutory Processes	<p>Proposals should demonstrate that other relevant authorities, the public and interested parties have been consulted and that there is a broad consensus supporting the proposed solution. A compliant process for developing a development plan will have included community engagement and development/appraisal of options.</p> <p>Projects should have potential sites under consideration which accord with the relevant waste planning authority's statutory development plan and with the Regional Waste Plan. Development plans currently in preparation are expected to reflect TAN 21 and the Regional Waste Plan and therefore projects should align with the policies in Planning Policy Wales (PPW), TAN 21 Waste and the Regional Waste Plan.</p> <p>Authorities responsible for projects will be expected to engage in the preparation of the regional waste plan</p>



No	Evaluation Criteria	Key Issue for OBCs/FBCs to Address
		<p>and relevant development plan so as to help secure an up-to-date and supportive planning context in line with PPW and TAN 21, including appropriate land allocations.</p> <p>Authorities should take proactive action to acquire sites in line with the adopted development plan and/or the relevant Regional Waste Plan, or which they are confident will accord with a development plan currently in preparation (an emerging development plan).</p>
7	Stakeholder Communication	<p>Proposals should demonstrate that other relevant Authorities, the public and interested parties have been consulted and that there is a broad consensus supporting a recognised long term waste management proposal which is reflected in the proposed solution. This should include the Authority's LAWDC if they have one.</p> <p>Affordability analysis (base case and sensitivities), and impact on budgets, accepted by Members, Senior Management and budget holders. Detail supporting evidence (e.g. cabinet minutes).</p> <p>Demonstrable support from all key sponsors (such as Councillors and Senior Officers). This evidence should include signed commitments from members, or minutes of members meetings clearly demonstrating that they have committed to the ongoing affordability of the project as appropriate. The approval should be on the basis of members having a clear understanding of the range of possible costs based on a sensitivity analysis giving best and worst case scenarios.</p> <p>Consultation with all other stakeholders.</p>

No	Evaluation Criteria	Key Issue for OBCs/FBCs to Address
		<p>Detail any relevant decision making processes.</p> <p>Ensure consistency between support of stakeholders and affordability commitments.</p> <p>An effective communications strategy to liaise with all interested groups and keep them informed of progress/key decisions.</p>
8	Timetable	<p>Procurement, planning, commissioning and construction timetable prepared.</p> <p>Detail and total length and breakdown into component parts.</p> <p>Timetable and affordability assumptions consistent.</p> <p>Stages of procurement process kept to a minimum consistent with achieving optimal project delivery at least cost.</p> <p>Total elapsed time from OJEU to contract award and eventual service delivery is realistic.</p> <p>Timetable is consistent with previous experience within the waste sector.</p>
9	Facility Efficiency	<p>The Reference Solution has been costed on the basis that it would be capable of distributing heat to a potential network or potential heat load from the date the Solution becomes operational.</p> <p>Participants are required to submit solutions that are Combined Heat and Power (CHP) enabled. The</p>



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		<p>solution submitted will have minimum requirements for a turbine that is capable of supplying steam/hot water to match the expected heat off-take requirement plus space for future accommodation of ancillary works which would only be installed if the CHP off-take materialises. In addition Participants should also submit heat plans to demonstrate their strategy for securing heat off take contracts as part of their proposed solution.</p> <p>WG wishes to promote residual waste facilities that are classified as “energy recovery” operations. WG revenue support grant funding will only be available to the Partnership if R1 status is achieved and maintained throughout the contract term. Participants are required to demonstrate their strategy for achieving and maintaining R1 status.</p>
10	Sustainable Construction	<p>Develop (and subsequently implement) a Site Waste Management Plan, which shall be provided to the Authority prior to commencement of the Works, detailing how the Contractor will measure and report the quantity of construction waste produced and the quantity of construction waste sent to landfill;</p> <p>Design and construction of the residual waste treatment facility being in line with WG sustainability requirements.</p> <p>Recover a minimum of [75]% of construction and demolition materials;</p> <p>Ensure that a minimum of 10% of total material value derives from re-used and recycled content in new build.</p>