



MERSEYSIDE WASTE DISPOSAL AUTHORITY

**CONTRACT FOR THE PROVISION OF
WASTE COMPOSITION ANALYSIS
2021 - 2022**

December 2020
Merseyside Waste Disposal Authority
7th Floor
No. 1 Mann Island
Liverpool
L3 1BP

Document Revision History

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Contents

Instructions for Tendering	4
Form of Tender Incorporating Collusive Tendering Certificate	6
Form of Agreement	8
Conditions of Contract	11
Specification	26
Schedule of Rates	42

MERSEYSIDE WASTE DISPOSAL AUTHORITY

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Instructions for Tendering

Tender must be submitted in accordance with the following instructions. Tenders not complying with these instructions in any particular may be rejected by the Authority whose decision in the matter shall be final.

1. Merseyside Waste Disposal Authority is inviting tenders for a suitably qualified and experienced Contractor to undertake waste composition analysis to understand the impacts of the Government's Resources and Waste Strategy (December 2018).
2. The Authority does not bind itself to accept the lowest or any tender.
3. The tender document must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the tender document other than on an In Confidence basis to those who have a legitimate need to know or whom they need to consult for the purpose of preparing the tender.
4. The tender should be made on the 'Form of Tender' incorporated in this document. It should be signed by the tenderer and submitted with the 'Schedule of Rates', which should be fully priced in ink, and accompanied by the Conditions of Contract and Specification to the address and not later than the date and time stated in paragraph 15 below.
5. No unauthorised alteration or addition should be made to the Form of Tender, Specification, Schedule of Rates and Prices or to any component of the tender document.
6. No tenders received after the fixed date shall be considered unless the Authority is satisfied that there is evidence of posting in time for delivery by the due date in the normal course of post, and the other tenders which were received by the specified time have not been opened.
7. Tenders must not be qualified and must be submitted strictly in accordance with the tender documents. Tenderers must not make unauthorised changes to the tender documents. Only tenders submitted without qualification strictly in accordance with the tender documents as issued (or subsequently amended by the Authority) will be accepted for consideration. The Authority's decision on whether or not a tender is acceptable will be final and the tenderer concerned will not be consulted. Qualified tenders will be excluded from further consideration and the tenderer notified.
8. Any queries arising from the tender documents which may have a bearing on the offer to be made should be raised as soon as possible by e-mail to Tony Byers at

Procurement@merseysidewda.gov.uk. Your email shall be referenced Waste Composition Analysis 2021-2022 in the Subject Line.

9. Unit notes and prices must be quoted in pounds sterling and whole pence.
10. The appraisal of the tender submissions will be weighted 60% / 40%:
 - 60% in favour of the Schedule of Rates
 - 40% in favour of the Contractor Information Pack
11. The Contractor Information Pack is in itself weighted 60% / 40%:
 - 60% of the score is allocated to Technical Resources and Experience
 - 40% of the score is allocated to Health and Safety, Quality and the Environment
12. In this respect Tenderers attention is drawn to the need to complete and return with this tender the Contractors Information Pack
13. It is the responsibility of Tenderers to obtain for themselves and at their own expense, any additional information necessary for the preparation of their tenders.
14. All costs associated with the preparation of a response to the tender document shall be borne in full by the tenderer.
15. Tenders should be sent by registered post, recorded delivery service or Data post, or delivered by hand to;

Chief Executive,
Merseyside Waste Disposal Authority,
7th Floor, No.1 Mann Island,
Liverpool,
L3 1BP

so as to arrive not later than the time and date stated in the letter accompanying this document. Tenders shall be submitted in a sealed envelope, which shall not bear any mark or franking indicating the identity of the tenderer. Tenders must not be sent by any other form of postal service.

N.B. It is not a condition of posting required by the Post Office that the name of the sender must appear on the envelope in any of the postal services mentioned in this paragraph.
16. The Tenderers shall provide alongside their tender submission either a copy of their Company Environmental Policy or ISO14001 Certification.

Contract for the provision of Waste Composition Analysis 2021-2022

Form of Tender Incorporating Collusive Tendering Certificate

To: The Merseyside Waste Disposal Authority

Having examined the Conditions of Contract, the Specification, and Schedule of Rates for the above mentioned provision of waste composition analysis, we offer to provide the said services in conformity with said Conditions of Contract, the Specification and Schedule of Rates, at the rates contained in the said Schedule of Rates.

Unless and until a formal agreement is prepared and executed this Tender, together with your written acceptance thereof, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any tender you may receive.

We certify that this is a bona fide tender, and that we have not fixed or adjusted the rates contained in the said Schedule of Rates by or under or in accordance with any agreement with any other person.

We also certify that we have not done and we undertake that we will not do at any time before the hour and date specified for the return of this tender any of the following acts:-

- a) Communicating to a person other than the person calling for those tenders the amount or approximate amount of the rates contained in the said Schedule of Rates, except where the disclosure, in confidence, of the approximate rates was necessary to obtain insurance premium quotations required for the preparation of the tender;
- b) Entering into any agreements or arrangements with any other person that he shall refrain from tendering or as to the amount of any rates to be submitted;
- c) Offering or paying or giving or agreeing to pay or give any sum of money or valuable consideration directly or indirectly, to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for the said provision any acts or thing of the sort described above.

In this certificate the word 'person' includes any persons and anybody or association, corporate or incorporate, and 'any agreement or arrangement' includes any such transaction, formal or informal, and whether legally binding or not.

Signed _____

in the capacity of _____

Duly authorised to sign tenders and give such certificate for and behalf of (in BLOCK CAPITALS)

Company _____

Postal Address _____

Date _____

Form of Agreement

THIS AGREEMENT made the _____ day of _____ 2021

BETWEEN

MERSEYSIDE WASTE DISPOSAL AUTHORITY

of
7th Floor, No. 1 Mann Island, Mann Island, Liverpool, L3 1BP
(hereinafter called "the Authority")
of the one part

AND

“ _____ ”

whose registered office is situated at

(hereinafter called "the Contractor")
of the other part

WHEREAS

1. The Authority wishes certain works to be carried out namely the provision of waste composition analysis, along with all other obligations contained in the Contract and has prepared the following documents which deal with the Authority's specific requirements in that regard
 - a) The Conditions of Contract
 - b) The Specification
 - c) The Schedule of Rates

2. The Contractor has submitted a Tender in the form required by the Authority offering to undertake the works and the Tender has been accepted by the Authority by a letter dated ("the letter of acceptance")

NOW IT IS HEREBY AGREED as follows

1. The following documents shall be deemed to form and be construed as part of this Agreement and shall be hereinafter collectively referred to as "the Contract Documents"
 - a) The Conditions of Contract

- b) The Specification
 - c) The Priced Schedule of Rates
 - d) The Tender
 - e) The Letter of Acceptance
2. In consideration of the Contractor carrying out and fulfilling the Authority's requirements as set out in the Contract Documents the Authority will make to the Contractor such payments as such times and in such a manner as is more particularly described in the Contract Documents
 3. In consideration of the Authority making to the Contractor such payments at such times and in such a manner as is more particularly described in the Contract Documents the Contractor will carry out and fulfil the Authority's requirements as set out in the Contract Documents

IN WITNESS whereof the Authority had caused its Common Seal to be hereunto affixed and the Contractor (has caused their Common Seal to be hereunto affixed) (executed this Agreement as a Deed) the day and year first before written

THE COMMON SEAL OF THE MERSEYSIDE)

WASTE DISPOSAL AUTHORITY)

was hereunto affixed in the presence of:)

Clerk of the Authority

THE COMMON SEAL OF)

_____)

was hereunto affixed in the presence of:)

Director

Secretary

SIGNED AS A DEED by)

OR for and behalf of)

_____ Limited)

in the presence of:

Conditions of Contract

1. Definitions

- 1.1 In the Contract (as herein defined) the following words and expression shall have the meaning hereby assigned to them except where the context otherwise requires: -

<i>the Authority</i>	Merseyside Waste Disposal Authority and includes the Authority's personal representatives successors and permitted assigns
<i>Authority Property</i>	all items, including Confidential Information whether physical or electronic provided by the Authority to the Contractor during the course of the Contract. For the avoidance of doubt, all information provided by the Authority to the Contractor during the course of the Contract shall be considered to be Confidential Information
<i>Confidential Information</i>	information that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) and may include information whose disclosure would or would be likely to prejudice the commercial interests of any person, trade secrets, intellectual property rights, know-how of either the Authority, its Contractors or the Contractor and all personal data within the meaning of the Data Protection Act 2018
<i>the Contract</i>	the Conditions of Contract, Specification, the Priced Schedule of Rates, the Tender, the written acceptance thereof and the Contract Agreement (if completed)
<i>the Contract Manager</i>	the person named in the Authority's letter of delegation
<i>the Contractor</i>	the person or persons, firm or company whose tender has been accepted by the Authority and includes the Contractor's personal representative's successors and permitted assigns
<i>Date for Commencement</i>	a date for commencement of the Contract determined in accordance with Clause 4 of the Conditions of Contract
<i>Environmental Information Regulations (EIR) 2004</i>	the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issues by the Information Commissioner or relevant Government Department in relation to such regulations

<i>Environmental Policy</i>	a written statement demonstrating the commitment of an organisation to the laws, regulations, and other policy mechanisms concerning environmental issues
<i>Freedom of Information Act 2000 (FOIA)</i>	the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such legislation
<i>General Data Protection Regulation 2016</i>	General Data Protection Regulation 2016 is the European framework for data protection laws. Part of its requirement have been transposed into the UK's Data Protection Act 2018.
<i>Information</i>	has the meaning given under section 84 of the Freedom of Information Act 2000
<i>ISO14001</i>	ISO14001:2015 Environmental management systems – Requirements with guidance for use
<i>Personal Data</i>	shall have the same meaning as set out in the Data Protection Act 2018
<i>Property</i>	means the property, other than real property, issued or made available to the Contractor by the Authority in connection with the Contract
<i>Request for Information</i>	a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations
<i>Schedule of Rates</i>	the priced and completed Schedule of Rates
<i>Specification</i>	the Specification referred to in the Tender and any modification thereof or addition thereto as may from time to time be furnished or approved in writing by the Authority
<i>The Site</i>	The Rail Transfer Loading Station at Knowsley Industrial Estate. See Appendix 1
<i>Sub-Contractor</i>	a person or business which has a contract with the Contractor to provide some portion of the Works which the Contractor has agreed to perform
<i>the Works</i>	the activities to be undertaken by the Contractor as expressed in the Specification

- 1.2 A reference to any particular legislation is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.3 References to “Contract” mean this contract (and include the Schedules). References to “Clauses” and “Schedules” mean clauses of and schedules to this Contract. The provisions of the Schedules shall be binding on the parties as if set out in full in this Contract.
- 1.4 Reference to any gender includes both genders. References to a person include any individual, firm, unincorporated association or body corporate.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 The headings in these Conditions shall not be deemed to be part thereof or to be taken into consideration in the interpretation or construction thereof or of the Contract.
- 1.7 A reference to any particular legislation is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.8 References to “Contract” mean this contract (and include the Schedules). References to “Clauses” and “Schedules” mean clauses of and schedules to this Contract. The provisions of the Schedules shall be binding on the parties as if set out in full in this Contract.
- 1.9 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.

2. Terms of Engagement

- 2.1 The Authority shall engage the Contractor and the Contractor shall undertake the Works on the terms of this agreement.

3. Contract Period

- 3.1 The Contract period shall be from the Date for Commencement of the Contract pursuant to Clause 4.

4. Date of Commencement of the Contract

- 4.1 The Date for Commencement of the Contract shall be the date agreed in writing by both the Contractor and the Authority.

5. Duties and Obligations

- 5.1 During the Contract the Contractor shall:

- 5.1.1 promptly and efficiently complete the Works in accordance with the provisions set out in the Specification.
- 5.1.2 use only trained, competent, and inducted staff familiar with the nature of the Works.
- 5.1.3 act diligently in undertaking the Works.
- 5.1.4 provide upon request copies of safe systems of work, method statements, risk assessments to review and agree the same with the Authority
- 5.1.5 undertake the Works with reasonable care, skill and ability and use best endeavours to promote the interests of the Authority
- 5.1.6 advise the Authority as soon as reasonably practicable if unable to undertake the Works due to illness or injury.
- 5.1.7 comply with all reasonable standards of safety and comply with the health and safety procedures in force at the premises where the Works are to be undertaken.
- 5.1.8 Unless specifically authorised to do so by the Authority in writing, the Contractor shall not:
 - i) have any authority to incur any expenditure in the name of or for the account of the Authority.
 - ii) hold themselves out as having authority to bind the Authority.
 - iii) sub-let or assign the contract or any part thereof.

5.2 The Authority shall:

- 5.2.1 comply with the payment provisions of Clause 16 of the Conditions of Contract provided that the Authority has received full and accurate information and documentation as required by the Schedule of Works, to the reasonable satisfaction of the Authority.
- 5.2.2 as soon as practical provide all information available to the Authority, or that which would be available through reasonable enquiry, as required by the Contractor necessary to undertake the Works. Provided that the information requested is not subject to any obligation of confidentiality to any third party.
- 5.2.3 provide the Contractor with safe access to the Site – where the Authority is providing the site.
- 5.2.4 provide suitable induction relating to the Site and site specific considerations – where the Authority is providing the Site.

- 5.2.5 liaise with the Contractor to identify and resolve any issues that may affect the provision of the Works.
- 5.2.6 not do or cause to be done anything that would increase the risk to the Contractor when undertaking the Works.
- 5.2.7 provide Health and Safety information applicable to the works and regularly update this information.

6. Quality Standards

- 6.1 Where an appropriate British Standard specification or British Standard Code of Practice issued by the British Standards Institute is current all goods materials and services supplied used or provided shall be in accordance with that standard without prejudice to any higher standard required by the Contract.

7. Sufficiency of Tender

- 7.1. The Contractor shall be deemed to have satisfied himself before submitting his tender as to the correctness and sufficiency of the rates entered by him in the Schedule of Rates which shall (except insofar as it is otherwise provided in the Contract) cover all his obligations under the Contract and to have obtained for himself all the necessary information as to the risks contingencies and any other circumstances which might influence or affect his tender.
- 7.2. Claims on the grounds of want of knowledge, in any respect, will not be accepted.

8. Status of Contractor

- 7.1 In carrying out its obligations under this Contract the Contractor agrees that it will be acting as principal and not as the agent of the Authority.
- 7.2 The Contractor shall not say or do anything that may lead any other person to believe that the Contractor is acting as the agent of the Authority.

9. Assignment and Sub-letting

- 9.1. Neither the Authority nor the Contractor shall assign the Contract or any part thereof or any benefit or interest therein or there under without the written consent of the other party.
- 9.2. The Contractor shall not sub-let the whole of the Contract. The Contractor shall not sub-let any part of the Contract without the consent of the Authority which consent shall not be reasonably withheld.
- 9.3. The Contractor shall be responsible for any acts defaults or neglects of any sub-Contractor his agents' servants or workmen in the execution of the Contract or any part thereof as if they were acts defaults or neglects of the Contractor.

10. Copyright

10.1. Copyright in all reports and other documents and materials arising out of the Works provided by the Contractor under this Contract are to be assigned to and shall vest in the Authority absolutely. This condition shall apply during the continuance of this Contract and after its termination howsoever arising.

11. Statutory Obligations

11.1 The Contractor shall comply with any statute directive statutory instrument rule or order or any regulation or by-law applicable to the performance of the Contract and shall indemnify and keep indemnified the Authority against all penalties and liability of every kind for breach of any such provision by the Contractor.

12. Warranty and Indemnity

12.1 The Contractor warrants to the Authority that the obligations of the Contractor under this Contract will be performed by appropriately qualified, experienced and trained personnel with reasonable skill, care and diligence.

12.2 The Authority will be relying upon the Contractor's knowledge, expertise and experience in the performance of the Works and also upon the accuracy of all representations or statements made and the advice given by the Contractor in connection with the performance of the Works and the accuracy of any documents conceived, originated, made or developed by the Contractor as part of this Contract.

12.3 Without prejudice to any other remedy, if any part of the Works is not performed in accordance with this Contract then the Authority shall be entitled, where appropriate, to require the Contractor to promptly re-perform the relevant part of the Works without additional charge to the Authority.

12.4 The Contractor shall be liable for and shall indemnify the Authority in full against any expense, liability, loss, claim or proceedings arising under statute or at common law in respect of personal injury to or death of any person whomsoever or loss of or damage to property arising out of or in the course of or caused by the Contractor's negligence in provision of the Works.

12.5 The Contractor shall be liable for and shall indemnify the Authority against any expense, liability, loss, claim or proceedings arising as a result of or in connection with any breach of the terms of this Contract or otherwise through the default of the Contractor.

12.6 The Authority shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workmen or other person in the employment of the Contractor or any sub-Contractor (save and except that such accident or injury results from or is contributed to by any act or default of the Authority its agents or servants) and the Contractor shall indemnify and keep indemnified the Authority against all such damages and compensation (save and except as aforesaid) and against all claims demands proceedings costs charges and expenses whatsoever in respect thereof or in relation thereto.

12.7 Without prejudice to their liability to indemnify the Authority the Contractor shall maintain and shall cause any sub-Contractor to maintain insurances to cover the Contractor's liability under Clause 12.

12.8 For all claims other than under Clause 12.6 against which this Clause requires the Contractor to insure the insurance cover shall be a minimum:

Public liability £2,000,000 for any one incident or any one claim and the liability for fixtures, chattels and goods shall be £1,000,000 for any one incident or any one claim.

Employers liability £2,000,000 for any one incident or any one claim

or such greater sum as the Contractor may choose in respect of any one incident and the Contractor's insurance policy effecting such cover shall have the interest of the Authority's endorsed thereon or shall otherwise expressly by its terms confer its benefits upon the Authority.

12.9 At the start of the contract, and annually therein; the Contractor shall produce to the Authority the policy or policies of insurance cover notes premium receipts and other documents necessary to establish compliance with Clause 12.8.

12.10 The Authority shall indemnify and keep indemnified the Contractor against the injury to or death of any person or loss of or damage to any property including property belonging to the Contractor to the extent that it may arise out of the act default or negligence of the Authority its employees or agents other than the Contractor his employees and agents and against all actions claims demands proceedings damages costs charges and expenses whatsoever in respect thereof or in relation thereto.

12.11 All property of the Contractor whilst on the Site shall be there at the risk of the Contractor and the Authority shall accept no liability for any loss or damage howsoever occurring to it.

13. Termination

13.1 In the event of any breach of this Contract by either party, the other party may serve a notice on the party in breach requiring the breach to be remedied within a period specified in the notice which shall be reasonable in all the circumstances. If the breach has not been remedied by the expiry of the specified period, the party not in breach may terminate this Contract with immediate effect by notice in writing.

13.2 In the event of a material breach of this Contract by either party, the other party may terminate this Contract with immediate effect by notice in writing.

13.3 This Contract may be terminated by the Authority with immediate effect by notice in writing if at any time:

- 13.3.1 the Contractor passes a resolution that it be wound-up or that an application be made for an administration order or the Contractor applies to enter into a voluntary arrangement with its creditors; or
- 13.3.2 a receiver, liquidator, administrator, supervisor or administrative receiver be appointed in respect of the Contractor's property, assets or any part thereof; or
- 13.3.3 the court orders that the Contractor be wound-up or a receiver of all or any part of the Contractor's assets be appointed; or
- 13.3.4 the Contractor is unable to pay its debts in accordance with Section 123 of the Insolvency Act 1986.
- 13.3.5 the Contractor is convicted (or being a company, any officers or representatives of the Contractor are convicted) of a criminal offence related to the business or professional conduct.
- 13.3.6 the Contractor commits (or being a company, any officers or representatives of the Contractor commit) an act of grave misconduct in the course of the business.
- 13.3.7 the Contractor fails (or being a company, any officers or representatives of the Contractor fail) to fulfil his/their obligations relating to the payment of Social Security contributions;
- 13.3.8 the Contractor fails (or being a company, any officers or representatives of the Contractor fail) to fulfil his/their obligations relating to payment of taxes.
- 13.3.9 the Contractor fails (or being a company, any officers or representatives of the Contractor fail) to disclose any serious misrepresentation in supplying information required by the Authority in or pursuant to this Contract.
- 13.3.10 If the Contractor shall have offered or given or agreed to give any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or having done or forborne to do any action in relation to the obtaining of the Contract or any other contract with the Authority or for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other contract with the Authority or if the like acts shall have been done by any person employed by the Contractor or acting on the Owner's behalf (whether with or without the knowledge of the Contractor) or if in relation to the Contract or any other contract with the Authority the Owner or any person employed by the Contractor or acting on the Contractor's behalf shall have committed any offence under the Bribery Act 2010 or any superseding legislation or shall have given any fee for reward the receipt of which is an offence under Sub-Section (2) of Section 117 of the Local Government Act 1972 the Authority shall be

entitled to terminate the contract and to recover from the Contractor the amount of any loss resulting from such termination.

13.3.11 Nothing in Clause 13 shall affect the coming into, or continuance in force of any provision of this Contract which is expressly or by implication intended to come into force or continue in force upon termination of this Contract.

14. Indexation

14.1 The Schedule of Rates shall not be index linked. There shall be no indexation of the price provided within the Schedule of Rates.

15. Value Added Tax

15.1 The rates entered in the Schedule of Rates shall be deemed to be exclusive of Value Added Tax. In addition to the sums certified pursuant to Clause 16 the Authority shall pay the Contractor such Value Added Tax as may be properly chargeable by the Contractor in connection with the performance of Contract. The Contractor shall issue a tax invoice in respect thereof.

16. Payment and Retention

16.1 The Authority reserves the right to retain 5% of the total contract value until such a time that the Contract has been completed to the satisfaction of the Authority

16.2 Within 14 days of the Authority confirming its receipt and satisfaction of each Waste Composition Analysis report, the Contractor shall submit an invoice for payment. The Contractor shall submit a separate invoice for each season's Waste Composition Analysis in accordance with the rates included in the Schedule of Rates, less 5% Retention.

16.3 Within thirty days of the date of delivery to the Authority of the invoice for payment in accordance with Clause 16.2 the Authority shall certify and pay to the Contractor the amount due to the Contractor.

16.4 If the Authority (acting in good faith) dispute any amount claimed under any invoice then the Authority will pay to the Contractor, within 30 days of the date of the invoice, all undisputed amounts under that invoice.

16.5 Within 14 days of the Authority issuing to the Contractor a letter of satisfactory completion of the Contract, the Contractor shall submit an invoice for the total retention sum. This shall be 5% of the Total Sum only, free of any interest or other charges. The Authority shall pay the Contractor's invoice in accordance with the provisos of Clause 16.3.

16.6 The Authority shall not be responsible for any delay in payment caused by an incorrect, incomplete or illegible invoice.

16.7 For the avoidance of doubt, no fee shall be payable in respect of any aspect of the Works not provided.

17. Confidential Information

17.1 The Contractor acknowledges that in the course of the Agreement they will have access to Confidential Information. The Contractor has therefore agreed to accept the following restrictions:

17.1.1 The Contractor shall not (except in the proper course of their duties), either during the Contract or at any time after the Termination Date, use or disclose to any third party (and shall use his best endeavours to prevent the publication or disclosure of) any Confidential Information. This restriction does not apply to:

any use or disclosure authorised by the Authority or required by law.

any information which is already in, or comes into, the public domain otherwise than through the Contractor's unauthorised disclosure.

17.1.2 At any stage during the Engagement, the Contractor will promptly on request return all and any Authority Property in their possession to the Authority.

17.2 to any employee, worker, customer, client, supplier or agent of the Authority.

18. Freedom of Information

18.1 The Contractor acknowledges that the Authority is subject to the requirements of the Freedom of Information Act and the Environmental Information Regulations and shall assist and cooperate with the Authority to enable the Authority to comply with its information disclosure obligations.

18.2 The Contractor shall procure that it and its Sub-Contractors shall:

18.2.1 transfer to the Authority all Requests for Information that it receives as soon as practicable and in any event within two Working Days of receiving a Request for Information.

18.2.2 provide the Authority with a copy of all Information in its possession, or power in the form that the Authority requires within five Working Days (or such other period as the Authority may specify) of the Authority's request.

18.2.3 provide all necessary assistance as reasonably requested by the Authority to enable the Authority to respond to the Request for Information within the time for compliance set out in Section 10 of the FOIA or Regulation 5 of the Environmental Information Regulations.

- 18.3 The Authority shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Contract or any other agreement whether any Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations.
- 18.4 In no event shall the Contractor respond directly to a Request for Information unless expressly authorised to do so by the Authority.
- 18.5 The Contractor acknowledges that (notwithstanding the provisions of Clause 18) the Authority may, acting in accordance with the Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("the Code"), be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Contractor or the Agreement:
- i) in certain circumstances without consulting the Contractor.
 - ii) following consultation with the Contractor and having taken their views into account.
- 18.6 Where Clause 18.5.1 applies the Authority shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Contractor advanced notice, or failing that, to draw the disclosure to the Contractor's attention after any such disclosure.
- 18.7 The Contractor shall ensure that all Information is retained for disclosure and shall permit the Authority to inspect such records as requested from time to time.

19. Data Protection

- 19.1 As part of this Contract the Authority acknowledges that for the purposes of EU and UK Data Protection legislation (General Data Protection Regulation 2016, and the Data Protection Act 2018), that both the Contractor and the Authority are both Controllers and Processors of personal data as part of the delivery of their services and operations. As such, each party has a range of responsibilities in relation to the collection, retention and use of personal data.
- 19.2 The Authority will retain personal data submitted by the Contractor as part of any tender submission. This data will be retained and used as part of the delivery of any successful contract submission. This data will be retained in line with the Authority's Corporate Privacy Notice, and the Authority's Data and Document Retention Schedule. Unsuccessful tender submissions will be retained for a shorter period of 12 months (from receipt) and will be deleted or destroyed after that Contractor date.
- 19.3 The Contractor consents to the Authority holding and processing data relating to them for legal, personnel, administrative and management purposes (as Data Controller) and in particular to the processing of any Personal Data

relating to the Contractor. This is in accordance with the Authority's statutory duties in relation to the Data Protection Act 2018.

- 19.4 The Contractor shall ensure adequate protection is afforded to personal data which may be shared by the Authority as Data Controller. The Contractor may have access to Personal Data in the course of fulfilling the terms of the contract; and this will be facilitated through the Authority's data request process.
- 19.5 The Contractor shall comply with the Authority's data protection policy and relevant obligations under the General Data Protection Regulations 2016, and the Data Protection Act 2018 when processing personal data relating to any employee, worker, customer, client, supplier or agent of the Authority.
- 19.6 The Contractor shall supply the Authority with a copy of its Privacy Policy and details of its registration as a Data Controller with the Information Commissioners Office.

20. Amendment and Variation

- 20.1 No amendment or variation to this Contract shall be effective unless it is in writing and signed by or on behalf of each of the parties hereto.
- 20.2 The Contractor shall comply with any formal procedures for amending or varying contracts which the Authority may have in place.
- 20.3 The Authority shall have the power to give instructions for any variation to the service including any addition thereto or omission therefrom and such instruction shall be valued by the Authority on a fair and reasonable basis using where relevant the prices contained in the Schedule of Rates.
- 20.4 There shall be no oral variations to the Contract. All variations to this Contract shall be agreed in writing and signed on behalf of both parties before they take effect.

21. The Contract (Rights of Third Parties) Act 1999

- 21.1 This Contract is not intended to create any benefit, claim or rights of any kind whatsoever enforceable by any person not a party to the Contract.

22. Waiver

- 22.1 No delay by or omission by either Party in exercising any right, power, privilege or remedy under this Contract shall operate to impair such right, power, privilege or remedy or be construed as a waiver thereof.
- 22.2 Any single or partial exercise of any such right, power, privilege or remedy shall not preclude any other or further exercise thereof or the exercise of any other right, power, privilege or remedy.

22.3 Failure by the Authority at any time to enforce the provisions of the Contract or to require performance by the Contractor of any of the provisions of the Contract shall not be construed as a waiver of any such provision and shall not affect the validity of the Contract or any part thereof or the right of the Authority to enforce any provision in accordance with its terms.

23. Notices

23.1 Any notices to be given under this Contract shall be delivered personally or sent by post or email to the Contract Manager (in the case of the Authority) or to the address set out in this Contract (in the case of the Contractor).

23.2 Any such notice shall be deemed to be served at the time of delivery (if delivered personally or via email), or 48 hours after posting (if sent by post).

24. Dispute Resolution

24.1 The Parties shall use all reasonable endeavours to negotiate in good faith and settle amicably any dispute that arises during the continuance of this Contract.

24.2 Any dispute not capable of resolution by the parties in accordance with the terms of Clause 24.1 shall be settled as far as possible by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure.

24.3 No party may commence any court proceedings/arbitration in relation to any dispute arising out of this Contract until they have attempted to settle it by mediation, but any such mediation may be terminated by either party at any time of such party wishing to commence court proceedings/arbitration.

25. Discrimination

25.1 The Contractor shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation or otherwise) in employment.

26. Law and Jurisdiction

26.1 This Contract shall be governed by and interpreted in accordance with English Law and the parties submit to the jurisdiction of the English courts.

27. Contractor's Liability

27.1 The Contractor's liability in respect of death or personal injury caused by its negligence shall be unlimited. Subject to this the Contractor's total aggregate liability in respect of the performance or non-performance of the Contract whether in contract, tort, in negligence, under indemnity, for breach of statutory duty or otherwise shall be limited to a sum equal to two times the fee payable under this Contract.

27.2 The Contractor shall not be liable whether in contract, in tort (including negligence), under any indemnity, for breach of statutory duty or otherwise, irrespective of cause and notwithstanding its negligence or breach of duty (statutory or otherwise) for (i) any indirect or consequential loss; (ii) any loss of profit (including anticipated profit), business or production loss of revenue, loss of or damage to goodwill, loss of contracts, money payable to third parties on account of delay or loss of savings (whether anticipated or otherwise) in each case whether direct or indirect.

28. Health and Safety

28.1 The Contractor shall take all such precautions as are necessary to protect health and safety of all persons employed by it and others to comply with the requirements of all Health and Safety Legislation and of any other Acts, Regulations, Orders or Codes of Guidance pertaining to the health and safety of employed persons or members of the public who may be affected by the Contract.

28.2 Prior to the commencement of the Works, the Contractor shall provide to the satisfaction of the Authority a Health and Safety Plan detailing how the Contractor proposes to manage and undertake the Works safely.

28.3 The Health and Safety Plan shall include the specific detailed provisions the Contractor intends to implement in response to the Covid 19 pandemic.

28.4 The Plan shall include provision for the Contractor to report to the Authority any Health and Safety issues and/or concerns that arise during the course of the Works.

28.5 The Contractor shall be expected to provide their own Personal Protective Equipment along with all other tools and equipment necessary to undertake the Works safely.

28.6 Where the Contractor is to utilise the Site provided by MWDA, the Contractor shall be subject to a site induction, and shall at all times comply with on-site rules, and any other instruction issued by the site operator.

28.7 The Contractor shall provide to the Authority a health and safety report at the conclusion of the Works detailing the outcomes of the Health and Safety Plan

29. Environmental Considerations

29.1 The Contractor shall take all due consideration of environmental impacts associated with the fulfilment of the Specification.

30. Contract Agreement

30.1 The Contractor shall when called upon to do so enter into and execute as a deed a Contract Agreement in the form of the Contract Agreement included in these conditions.

31. MWDA Liabilities to be excluded

31.1 The Authority does not give any warranty or undertaking or make any representation (either express or implied) as to the completeness, accuracy or fitness for any purpose of any of the information or any omission in respect thereof.

31.2 The Authority and its agents or servants shall not be liable to the Contractor in contract, tort (including negligence or breach of statutory duty), statute or otherwise as a result of any inaccuracy or misrepresentation in any of the Information or any omission in respect thereof to the extent that the Contractor has failed to satisfy itself as to the nature and extent of the risks assumed by it in relation to the Contract.

31.3 The Contractor shall be deemed to have satisfied itself in relation to:

31.4 The nature, location and condition of the Site and facilities;

31.4.1 The means and nature of access to and through the Site to the facilities, along with the times and methods of working;

31.4.2 The extent and nature of the work, materials, and skill set and knowledge, required necessary to undertake the works;

31.4.3 The state and condition of the Site, facilities and apparatus therein;

31.4.4 All information as to the risks, contingencies, and all other circumstances which may influence the undertaking of the works.

31.4.5 The Contractor shall not in any way be relieved from any obligation under this Contract or be entitled to claim against the Authority on grounds that any information, whether obtained from the Authority or otherwise (including information made available to the Authority), is incorrect or insufficient and shall make its own enquiries as to the accuracy and adequacy of that information.

31.5 The Contractor shall provide the staff and the equipment necessary to undertake the Works.

Specification

1. Background and aims

- 1.1. Merseyside Recycling and Waste Authority is the public facing name of Merseyside Waste Disposal Authority (MWDA). MWDA manages the disposal of household waste for six Local Authority areas in the Liverpool City Region (referred to as the “Districts”), these being Halton Borough Council, Knowsley Metropolitan Borough Council, Liverpool City Council, St Helens Metropolitan Borough Council, Sefton Metropolitan Borough Council and Wirral Metropolitan Borough Council. All the districts are designated Waste Collection Authorities (WCA) except Halton, who, as a Unitary Authority, is designated a WCA and WDA. Halton has an arrangement for MWDA to dispose of their household waste, under the Merseyside and Halton Waste Partnership.
- 1.2. This compositional study sits within a strategic umbrella context of resource efficiency and climate change. MWDA is committed to a zero waste 2040 strategy and the Liverpool City Region declared a climate emergency in May 2019. In response to this, an MWDA climate action plan was prepared in 2020 and a new waste strategy is planned for 2021. It is expected that the outcomes of this compositional study will inform those initiatives. In devising a proposed work programme, and in particular the seasonal analyses, the Contractor should work within this timescale as fully as possible. A summary of overall technical requirements for tender submission is in Appendix D.
- 1.3. MWDA currently has two private sector contracts in place: (i) the Waste Management and Recycling Contract (WMRC) with Veolia ES Merseyside and Halton Ltd and (ii) the Resource Recovery Contract (RRC) with Merseyside Energy Recovery Ltd (MERL).
- 1.4. The aim of this project is to quantify the composition of two waste streams:
 - Kerbside collected household waste (residual, dry recycling, garden and food¹); and
 - Residual wastes received at Household Waste Recycling Centres (HWRCs).
- 1.5. Underpinning objectives of this project are to:
 - Agree an appropriate, representative and statistically valid sampling method;
 - Determine the composition (% weight) of household waste collected or recycled or composted or delivered for treatment in Merseyside and Halton;

¹ Kerbside food waste is currently only collected in St Helens.

- Identify the levels of contamination from non-target prohibitive materials² in kerbside waste and HWRCs;
- Estimate overall general household waste levels and composition through composition and actual arisings data;
- Identify the proportion of sample waste from kerbside collections and at HWRCs which could have been repaired or reused but are currently being sent for recycling or residual treatment;
- Identify the proportion of sample waste from kerbside collections and at HWRCs which constitutes packaging;
- Identify the proportion of sample waste from kerbside collections and at HWRCs which constitutes drinks containers; and
- Interpret results by Authority and by each District across Merseyside and Halton. This includes predictive modelling, consideration of the key objectives and targets within the Government’s Resources and Waste Strategy noted in Appendix A and related ongoing waste policy developments. The Authority is currently developing its approach to carbon metrics and performance through a separate workstream. Any carbon management insights from the waste analysis works can inform our Climate Action Plan, Zero Waste 2040 Strategy and decision making.

2. The Works

2.1. The Works comprise the following work stages with proposals and fees to be identified for analysis over two seasons (Spring and Autumn 2021):

- Waste sampling and classification;
- Assessment of contamination; and
- A post sampling interpretation of results.

2.2. Waste Sampling and Classification

2.2.1. Representative sampling for waste composition shall cover household recycling, organic and residual waste collected by the six Local Authority areas (the “Districts” being Halton Borough Council, Knowsley Metropolitan Borough Council, Liverpool City Council, St Helens Metropolitan Borough Council, Sefton Metropolitan Borough Council and Wirral Metropolitan Borough Council) and residual waste delivered to the 16 Household Waste Recycling Centres (HWRCs) provided by MWDA and Halton Borough Council. The sampling shall exclude district

² Defined as material that is capable of being recycled but is not a target material for that collection/facility.

street cleansing, district recycling “bring sites” or district bulky waste collections.

- 2.2.2. In the absence of a nationally or internationally agreed standard method, the Contractor shall propose and submit with their tender a statistically robust sampling methodology for kerbside collected waste and the residual or general waste skips at each HWRC sampled. For completeness, the identification and weight of any non-residual waste collected at HWRCs is required. The Authority will provide this non-residual HWRC waste data.
- 2.2.3. MWDA and Halton has a network of sixteen HWRCs across the Districts; at least one HWRC shall be sampled within each District. A list of HWRC locations is provided in Appendix B. Appendix C provides details of waste reception criteria for kerbside collected dry recyclable waste that is delivered for processing at the two Material Recovery Facilities (MRFs) at Bidston and Gillmoss.
- 2.2.4. The sampling methodology shall achieve a minimum Confidence Level of 95% with a Confidence Interval of no more than $\pm 10\%$ for the primary waste classifications.
- 2.2.5. The sampling methodology shall be reviewed throughout the project and in particular at the end of each seasonal analysis.
- 2.2.6. Waste samples shall cover a representative range of residential neighbourhood areas in order to provide an accurate estimate of the composition of the recycling, organics and residual element of each District’s household waste. The Contractor shall propose and agree an appropriate classification system and number of demographic categories with MWDA in recognition of likely differences in waste generation habits. The last MWDA composition analysis³ used ‘A Classification of Residential Neighbourhoods’ (ACORN) socio-demographic profiles for each District to identify sampling areas. MWDA does not currently hold an ACORN licence. The final selection of residential sampling areas will need to be agreed and confirmed with the six Districts to ensure that any local issues or factors are taken into account which may not be identified by the broader residential neighbourhood classification. MWDA will provide the Contractor with District officer contact details to facilitate direct contact between the Contractor and Districts in identifying suitable sample areas in agreement with MWDA.
- 2.2.7. The Contractor shall arrange all aspects of collecting samples from kerbside in compliance with Defra’s Waste Duty of Care statutory guidance (November 2018).

³ <https://www.merseysidewda.gov.uk/waste-strategy/waste-analysis/>

2.2.8. The sampling approach shall aim to reduce the deliverability risk and minimise disruption to normal operations.

2.2.9. There are many common challenges associated with waste composition studies that require careful consideration in designing a proposed strategy. Contractors should be particularly mindful of :

- a) health and safety aspects including the handling and management of hazardous waste;
- b) differences in collection frequencies and container types/sizes adopted by the Districts (these are provided in Appendix 4);
- c) avoiding potential errors such as moisture in collection vehicles, dealing with abnormalities such as bulky items;
- d) consideration of 'difficult to reach' properties;
- e) avoiding excessive categorisation of waste as miscellaneous; and
- f) avoiding the introduction of bias, for example in instructing members of the public;

2.2.10. The Contractor should provide data on:

- a) the amount of materials that are also classified as multi-component materials;
- b) the amount of materials that can also be classified as packaging;
- c) the amount of materials that can also be described as drinks containers; and,
- d) waste materials collected at kerbside and at HWRCs which could be diverted from recycling and residual waste for the purpose of repair or re-use.

2.2.11 Sampling strategy design is intended to be as specific as possible in identifying and classifying different waste materials. The Contractor shall, as a minimum, use the primary and secondary waste classifications in Table 1. Any deviation from this approach shall be identified and justified in their proposal.

Table 1 Proposed sort categories for all waste streams

Primary Category	Secondary Category
Paper and card	Newspapers Magazines Other non-packaging recyclable paper and card TetraPak/cartons Take away coffee cups Board packaging Thin card packaging Books Yellow pages/directories/catalogues Non-packaging non-recyclable paper and card Any other paper / card packaging
Plastic bottles	Clear PET Coloured PET Natural HDPE Coloured HDPE PP bottles Plastic drinks containers (all types)
Rigid plastic	Pots, tubs and trays (non-black) Pots, tubs and trays (black) Non-packaging rigid (e.g. toys, video tapes, DVD/CD covers, storage boxes) Expanded polystyrene packaging Any other packaging
Flexible plastic	Refuse bags/bin liners Plastic film (plastic carrier bags ^a , bread bags, bubble wrap, other thin film) Empty packaging
Glass	Glass bottles Glass jars Non-recyclable glass (drinking glasses, Pyrex, pane glass, mirrors) Glass drinks containers (all types)
Metals	Ferrous packaging Ferrous aerosols Foil Other ferrous metals Non-ferrous packaging Non-ferrous aerosols Other non-ferrous metals Ferrous and non-ferrous drinks containers (all types)
Textiles	Clothing Shoes Clothing accessories, e.g. bags and belts Non-clothing textiles including duvets, pillows, curtains, blankets, towels (these should all be listed separately and as a group)
Wood waste	Wood - treated

Primary Category	Secondary Category
	Wood - non-treated
WEEE ^b	Appliances containing refrigerants (Fridges, freezers) Large household appliances ^c Small household appliances ^d IT and telecommunications ^e Consumer equipment ^f Lighting equipment Electrical and electronic tools ^g Toys, leisure and sports equipment ^h Medical devices Monitoring and control equipment ⁱ Automatic dispensers (e.g. hot drinks) Display equipment (excluding televisions) Gas charge lamps and LED light sources Photovoltaic panels Other WEEE
Food waste	Avoidable food waste Potentially avoidable food waste Unavoidable food waste Untouched food (whole or packaged) Cooking oils/fats
Garden organics	Green garden waste Woody garden waste Soil
Other organic	Other organic including pet bedding, pet excrement, dead animals
Hazardous	Portable batteries Fluorescent tubes and low energy - excluding LED Clinical and sharps Medicines and other healthcare Paint cans ^j Printer cartridges Other household chemicals Asbestos Other hazardous household waste Fire extinguishers Gas bottles Mineral oil (motor/machine oil) Automotive batteries
Sanitary	Disposable nappies Personal hygiene products
Covid related	Face coverings and masks Sanitiser bottles Disposable gloves
Furniture ^k	Furniture Soft furniture (including sofas and cushions) Plastic furniture Wooden furniture
Misc. combustibles	Mattresses (sprung and foam)

Primary Category	Secondary Category
	Carpet, underlay Rugs Cotton wool Tissues and wet wipes Other combustibles
Misc. non-combustibles	Inert materials Ceramics, crockery Bricks, blocks, plaster Rubble Plasterboard Other construction and demolition waste (e.g. sand, cement, gravel, ceramics) Other non-combustibles
Fines	Materials <10mm
Bicycles	
Tyres	

The use of 'other' or miscellaneous in Table 1 is expected to be minimal; where used, the material shall be described. Some of the materials listed will be specific to HWRCs.

^a The proportion of long life carrier bags shall be identified separately.

^b Categories are broadly consistent with the WEEE Regulations. Every separate item of WEEE should be identified by type and listed with a note made as to whether or not it is presented in cardboard packaging. Some WEEE is also legally classified as hazardous waste; this will need to be considered at interpretation stage with care taken to avoid double counting.

^c Examples include washing machines and dryers, dishwashers, cookers, microwaves.

^d Examples include hairdryers, kettles, toasters, vacuum cleaners, irons, clocks.

^e Examples include personal computers, copying equipment, telephones and pocket calculators.

^f Examples include radios, televisions, hi-fi equipment, camcorders, musical instruments.

^g Examples include drills, saws, sewing machines, electric lawnmowers.

^h Examples include electric trains, games consoles, running machines.

ⁱ Examples include smoke detectors, thermostats.

^j Paint cans should also be reflected in the total amount of packaging waste.

^k The proportion of fire retardant and non-fire retardant materials shall be identified based on labels present.

3. Waste collected from households and waste taken to HWRCs

- 3.1. The Contractor shall identify an individual(s) as a Duty Holder(s) to oversee manual sorting staff, ensure consistency and to be responsible for GDPR compliance.
- 3.2. Waste shall be sorted according to the classifications above using an established methodology agreed with the Contractor. All waste shall be weighed on a calibrated balance by the Contractor, the unit of measurement and precision of which is to be proposed and agreed with the Authority.
- 3.3. The Contractor shall weigh all black bags originating from HWRCs containing household residual waste and a sub-sample hand sorted and the percentage by weight or number of sacks recorded.
- 3.4. The Contractor shall submit proposals and costings for a two season analysis. Sampling is envisaged to take place during April 2021 and September 2021. The Contractor shall identify the preferred sampling periods as part of their

detailed programme of work taking into account the logistics of getting to and from the sampling and sorting locations and avoiding periods of high activity including all Bank Holidays and school holidays.

- 3.5. The Contractor shall submit a detailed programme of work for each phase of District kerbside and HWRC sampling work. The work programme shall identify tasks, outputs and timescales. Specific sampling and sorting activities should preferably be broken down into days.
- 3.6. Staff involved in waste sampling and sorting work shall carry company identification with them during the work, particularly when they may come into contact with members of the public. Additionally, staff will be supplied with a “letter of authority” from the Authority. The relevant Local Authority call centres and Police will be informed by the Authority’s Communications Team when any sampling is taking place and why; with relevant contact details. Further details are provided in the provisional PR and Media Protocol (see Appendix 3).
- 3.7. Contractor responsibilities under the Data Protection Act 2018 are covered in sections F27 and F28 of the Contractor Information Form. It is recognised that during waste collection and analysis that the Contractor and any sub-Contractor will handle and sort waste materials that could contain large amounts of personal data in the form of bills, statements and other documentation. The Contractor shall clarify as part of the tender process their responsibility for personal data and managing confidential waste ensuring they cover the following requirements:
 - Staff training in relation to personal data within waste collection and analysis;
 - Treatment of items of personal data during collection and analysis;
 - Storage and security of analysed waste containing personal data;
 - Destruction of items containing personal data following the collection and analysis; and
 - Mitigation and actions in relation to any data breach and any personal data misuse.

4. Assessment of Contamination

- 4.1. The Contractor shall identify the range and quantity of contamination in the household recycling bins and organic collections samples collected for the waste composition analysis for each district. This will quantify the range of contamination in the recycling, garden and food waste bins (where in place) per demographic group for each district. Information on materials acceptance criteria for commingled (and kerbside sort) dry recyclables is provided in Appendix C.

5. Post Sampling Interpretation of Results

- 5.1. The Contractor shall undertake a post sampling interpretation of their findings, including predictive modelling, to provide the Authority and districts with illustrative examples of how they can improve local service provision and delivery such as increased recycling rates and capture rates of core materials (right material in the right bin, reducing contamination from non-target materials, impacts on recycling rates) and informing the development of communication campaigns. The Authority is currently developing its approach to carbon metrics and performance through a separate workstream. Any carbon management insights from the waste analysis works can inform our Climate Action Plan, Zero Waste 2040 Strategy and decision making.
- 5.2. This interpretation should also meet or contribute to relevant objectives and targets set out in the Government's 2018 Resources and Waste Strategy for England (listed in Appendix A) as well as emerging national waste policy.
- 5.3. The Contractor shall place a limited emphasis on interpreting new data against the 2010 and 2015/16 Waste Compositional Analyses⁴.
- 5.4. The Contractor shall make recommendations for a snapshot biennial waste composition analysis in the form of a justified selection of key indicator metrics to provide a more frequent insight for MWDA decision-making.

6. Sorting Site (The Site)

- 6.1. The Authority has made provision for use of a defined area within its Rail Transfer Loading Station (RTLS) for use as a central sorting location for waste sampled from Districts to carry out the analysis. The RTLS is operated by Suez and it is from where residual household waste is sent to the Suez operated Wilton energy-from-waste facility. The RTLS is located at Knowsley Rail Terminal, Woodward Road, Knowsley Industrial Park, Liverpool L33 7UZ. A RTLS site plan is provided in Appendix 1, showing an available footprint within the building (concrete floor) of approximately 40 x 25 m. Opening hours of this site are 08:00 to 16:30 hrs Monday to Friday. The site is closed on Christmas Day, Boxing Day and New Year's Day. The practicalities of waste disposal following analysis are to be agreed and confirmed with the Authority and Suez, using the available pit adjacent to the sorting area at the RTLS. Sampled waste will be stored in the sampling area awaiting disposal in the pit by Suez staff.
- 6.2. The Contractor shall note that the RTLS will be available for the Season 1 April 2021 analysis ONLY.
- 6.3. The Authority shall make available to the Contractor an alternative site (yet to be determined), which may or may not be the RTLS for the Season 2 September 2021 analysis. The alternative site will be at an appropriate location in Merseyside, and will be equivalent to the RTLS as far as reasonably practical.
- 6.4. Contractor's use of the alternative site shall be pursuant to Appendix 1.

⁴ Available at <https://www.merseysidewda.gov.uk/waste-strategy/waste-analysis/>

7. Project Management and Reporting

- 7.1. The Contractor shall attend an initial project inception meeting and project review meetings as agreed but as a minimum one following each of the seasonal analyses along with a presentation of the final data to MWDA/districts within three weeks of the end of the project. All meetings will be held at the MWDA office in Liverpool. or via Microsoft Teams as required for Covid 19 social distancing.
- 7.2. All data collected during the waste analysis shall be entered into Microsoft Excel™, as a series of tabs in the same spreadsheet. The spreadsheet structure is to be agreed with the Authority in advance. A seasonal dataset will be submitted to the Authority within two weeks of completing each season. The data submission will include a raw data CSV file. The Contractor is required to outline how waste analysis data will be managed (storage, backup and subsequent presentation) for effective contract delivery.
- 7.3. An interim technical report in both a hard copy and electronic format will be provided to the Authority at the earliest opportunity and within three weeks after the completion of each seasonal analysis.
- 7.4. The Authority shall supply the Contractor with available tonnage and material data to enable interpretation between data derived from the Works and total Merseyside and Halton household waste.
- 7.5. A final overall report shall be provided in both hard copy and electronic (Word and pdf) format within three weeks of completing the final seasonal analysis. 12 hard copies will be provided. The report will provide a statistical analysis of the following information for the Merseyside and Halton Waste Partnership, each district and HWRC residual waste and include:
 - 7.5.1. Waste arisings data from each category and each kerbside collected waste stream;
 - 7.5.2. The composition of waste arising from each category and each kerbside collected waste stream (i.e. residual, recycling and organic);
 - 7.5.3. Residual waste arisings data from each category for each HWRC analysed;
 - 7.5.4. The composition of residual waste arising from each category for each HWRC;
 - 7.5.5. An indication of condition and any contamination found during the analysis;
 - 7.5.6. Implications of packaging extended producer responsibility (EPR), other EPR streams and deposit return schemes (DRS) on future waste composition / volumes;

- 7.5.7. Information on the quantities of materials potentially available for repair, re-use, recycling and material recovery in residual waste at kerbside and HWRCs; and
- 7.5.8. Comparisons with other waste composition studies.
- 7.6. A further analysis and interpretation of the data collection for each district and Authority along with conclusions and key findings and recommendations where appropriate within the body of the final report.
- 7.7. The structure of all reports will be agreed with the Authority in advance, including the potential use of infographics
- 7.8. All reports will be submitted to the Authority via Egress Switch using web access details provided to the Contractor.

**Appendix A: Key objectives and targets from the Government’s waste strategy
(Our waste, our resources: A strategy for England, December 2018)**

<p>Chapter 1: Sustainable production</p> <ul style="list-style-type: none"> ○ Extended producer responsibility for packaging waste and consider five new waste streams by 2025 (Priorities include textiles, bulky waste including mattresses, furniture and carpets)
<p>Chapter 2: Helping consumers take considered actions</p> <ul style="list-style-type: none"> ○ Boost re-use at HWRCs and potential re-use targets (2.2.2); ○ Introduce a Deposit Return Scheme for single use drinks containers (2.3.1)
<p>Chapter 3: Recovering resources and managing waste</p> <ul style="list-style-type: none"> ○ New national municipal waste recycling targets (including re-use) 55% by 2025 and 65% by 2035; ○ Improve quality and quantity of a core set of materials to be collected for recycling from all households; (3.1.1) ○ Improving urban recycling rates (3.1.3); ○ Guidance to local authorities to increase collections for re-use and remanufacture (3.2.4)
<p>Chapter 5: Cutting down on food waste</p> <ul style="list-style-type: none"> ○ Support Courtauld 2025 voluntary agreement to reduce food waste per capita by 20% by 2025 (5.1.4)

Appendix B: HWRC Locations

HOUSEHOLD WASTE RECYCLING CENTRES	DISTRICT
1. Huyton HWRC, Wilson Road, Huyton L36 6AD	Knowsley
2. Kirkby HWRC, Depot Road, Kirkby L33 3AR	Knowsley
3. Old Swan HWRC, Cheadle Avenue, Liverpool L13 3AF	Liverpool
4. Otterspool HWRC, Jericho Lane, Aigburth, Liverpool L17 5AR	Liverpool
5. Formby HWRC, Altcar Road, Formby, Sefton L37 8EG	Sefton
6. Sefton Meadows HWRC, Sefton Lane, Maghull, Sefton L31 8BX	Sefton
7. South Sefton HWRC, Irlam Road, Bootle L20 4AE	Sefton
8. Southport HWRC, Foul Lane, Southport PR8 5LA	Sefton
9. Newton le Willows HWRC, Junction Lane, Newton le Willows, St Helens WA12 8DN	St Helens
10. Rainhill HWRC, Tasker Terrace, Rainhill, St Helens L35 4NX	St Helens
11. Ravenhead HWRC, Burtonhead Road, Ravenhead, St Helens WA9 5EA	St Helens
12. Bidston, Wallasey Bridge Road, Wallasey, Wirral CH41 1EB	Wirral
13. Clatterbridge HWRC, Mount Road, Bebington, Wirral CH63 6JE	Wirral
14. West Kirby HWRC, Greenbank Road, West Kirby, Wirral CH48 5HR	Wirral
15. Runcorn HWRC, Picow Farm Road, Runcorn WA7 4UB	Halton
16. Johnsons Lane HWRC, Widnes WA8 0SJ	Halton

Appendix C: Waste reception criteria for Kerbside Collected Recyclable Material delivered to the MRFs

Contract waste	Targeted materials	Prohibited materials
Paper	Paper including newspapers, magazines, letters, junk mail, phone books, office paper, yellow pages, paper bags, all types of uncontaminated paper, food and household packaging not including tissue paper, wall paper or photographs or paper less than 12mm in any 2 dimensions.	Hazardous Waste and WEEE Clinical Waste
Cardboard	All cardboard including corrugated card, grey board, cereal packets, egg boxes, greeting cards and beer mats and such similar materials which are not tetrapack	
Plastics bottles including	Plastic bottles comprised of Low Density Polyethylene (LDPE), High Density Polyethylene (HDPE), Polyethylene Terethphalate (PET), Polypropylene (PP), Polystyrene (PS) and Polyvinyl Chloride (PVC) which contain products commonly used in the home	
Ferrous metal cans	Ferrous food and drinks cans not including any container subject to pressurisation as received.	
Non ferrous metal	Aluminium food and drink cans, aluminium foil and aluminium foil trays not including any container subject to pressurisation as received	
Glass including	Glass food and drink bottles and containers which normally contain food or beverages, mixed colour or colour sorted (green, brown, clear).	
<p>Maximum Delivery Contamination Threshold A delivery containing Non-Targeted Material in excess of 15% by weight or any quantity of Prohibited Material shall be a Contaminated Delivery.</p>		

Appendix D: Summary of overall technical requirements for tender submission

1. An appropriate, representative and statistically valid sampling method for kerbside waste collection and HWRC waste collection.
2. A detailed programme of work with tasks, outputs and timescales for each phase of District kerbside and HWRC sampling work. Specific sampling and sorting activities should preferably be broken down into days.
3. Separate risk assessments for kerbside waste collection and HWRC waste collection.
4. Data analysis and interpretation.

Appendix E: Submittals

In addition to the completed Schedule fo Rates, Tenderers shall submit the following documents with their bids:

- Analysis Methodology for Kerbside Collected Waste (see Specification Clause 2.2)
- Analysis Methodology for HWRC (Household Waste Recycling Centre) Residual or General Waste (see Specification Clause 2.2)
- Risk Assessments and Method Statements for the Works
- Completed Contractor Information Pack

Schedule of Rates

1 Preamble

- 1.1 These preambles are deemed to form part of the Schedule of Rates.
- 1.2 The Schedule of Rates for the works to be undertaken are to be ascertained by reference to the Specification and Conditions of Contract.
- 1.3 The sum to be included in the Schedule of Rates is the fixed price lump sum for each element of the works, deemed to be the full inclusive value of the works to be undertaken. This shall include all professional fees, expenses (including any accommodation), mileage and transportation costs, labour, tools, equipment and instrumentation, and any materials required to undertake the works expressed in the Specification.
- 1.4 The rates entered into the Schedule of Rates shall be exclusive of VAT.
- 1.5 The Contractor is requested to complete the Schedule of Rates in Table 1 below.

Table 1 Two Season Waste Composition Analysis

ITEM		Sum*	
		£	p
1	Season 1. April 2021.		
2	Season 2. September 2021.		
3	Total sum.		

*The sum included shall be pursuant to Clause 1.3 of these Schedule of Rates