

Request Ref: 2578

FOI Request dated **14/04/2022** as follows -

I would be most grateful if you would provide me, under the Freedom of Information Act, details in respect to the contract below.

Waste Management Services:

<http://ted.europa.eu/udl?uri=TED:NOTICE:139282-2019:TEXT:EN:HTML>

The details we require are:

- *What are the contractual performance KPI's for this contract?*
- *Suppliers who applied for inclusion on each framework/contract and were successful & not successful at the PQQ & ITT stages*
- *Actual spend on this contract/framework (and any sub lots), from the start of the contract to the current date*
- *Start date & duration of framework/contract?*
- *Could you please provide a copy of the service/product specification given to all bidders for when this contract was last advertised?*
- *Is there an extension clause in the framework(s)/contract(s) and, if so, the duration of the extension?*
- *Has a decision been made yet on whether the framework(s)/contract(s) are being either extended or renewed?*
- *Who is the senior officer (outside of procurement) responsible for this contract?*

The Freedom of Information Act requires that this request is dealt with in a manner that is motive and applicant blind. A disclosure under this legislation is considered a disclosure to the world and is considered to be on the basis that it is in the public interest.

Response

• **What are the contractual performance KPI's for this contract?** – 99% attendance, 95% waste clearance rate.

• **Suppliers who applied for inclusion on each framework/contract and were successful & not successful at the PQQ & ITT stages –**

The following suppliers responded to the PQQ stage;

Biffa Waste
Data Solutions
Datashredders

Enviromail
Lili Waste
Mark Rose
Mitie Waste
Refood UK
Shred Station
Shredall & SDS
Shred-It
Veolia
Waste Cost Reduction Services
WasteCare

The following suppliers were taken through to submit a bid at ITT stage;

Biffa Waste
Refood UK
Shred Station
Shredall & SDS
Shred-It
Veolia
Waste Care

From the ITT stage, Veolia and WasteCare were successful and taken through to contract award.

- **Actual spend on this contract/framework (and any sub lots), from the start of the contract to the current date** – circa £336k up to end Feb 2022
- **Start date & duration of framework/contract?** – 1st October 2019 for initial period of 2 years.
- **Could you please provide a copy of the service/product specification given to all bidders for when this contract was last advertised?** – Please find attached.
- **Is there an extension clause in the framework(s)/contract(s) and, if so, the duration of the extension?** – There is a 2-year extension clause, calculated in annual increments.
- **Has a decision been made yet on whether the framework(s)/contract(s) are being either extended or renewed?** – The contract is already into year 1 of the extension period (1st October 2021 – 30th September 2022).
- **Who is the senior officer (outside of procurement) responsible for this contract?** – Andrew Squire, Sustainability & Environmental Manager, University of Hull.

Section 2 – Specification of the Requirement (Scope)

2.1 Introduction

The University of Hull

The University of Hull was founded in 1927 – originally as University College Hull. The foundation stone was laid the following year by the Duke of York (later King George VI, of The King's Speech fame) and it opened for business with 39 students and 14 'one-man' departments. UOH now has more than 16,000 students and around 2,500 employees, including more than 1000 academic staff.

It is committed to providing its students with top-class facilities and an ideal environment in which to live and learn. Its undergoing a £200 million -campus wide project to dramatically improve buildings and facilities. This recently has been a £28-million health campus, £15 million investment in new sports facilities £7 million investment in Conference and catering facilities along with planned new luxury student accommodation .

UOH is currently undertaking a major strategic exercise to identify future needs and demands of the student base in order to understand the 'size and shape' of UOH going forward. This will result in a series of further investment projects which will enhance the student offering and elevate the overall University standing both nationally and internationally.

Current Service Provision

The University is currently serviced by a number of contractors who provide Trade waste Containers on a weekly basis or call off basis on its Campus on Cottingham Road and its near by Lawns Halls of residence .

Contract Specific Requirements

The aim is for the University to contract with a Supplier(s) with a view to reducing its costs , but also to increase levels of service ,increase recycling levels and provide social value

The University has determined the waste it generates can be divided into 6 waste streams or Lots

The University require Organisation (s) that can provide Waste Management and Disposal for one or more of the lots outlined below.

Tenderers should note that the bins sizes and locations quoted are for the current service provision . The University's requirements may be subject to change as the size and shape and use of buildings change over the course of the contract(s).

The University requires a supplier who it can work with and show flexibility to provide the most appropriate solution for its waste streams and its source over the contract period as bin sizes/locations may change as well as how a waste stream is ultimately treated and disposed of.

You are invited to bid for the provision of one or more lots:

Lot 1 Scheduled General Waste Collection

- Land fill /Contaminated waste
- Hard Recycled Waste
Cardboard ,Plastics and Tin Cans ,Glass , etc

The University seeks a contractor who can collect Waste stored in specialist Trade waste containers provided by the contractor which are emptied on a scheduled weekly basis from various locations throughout the UOH main Campus of a residential or accademic source.

This waste is disposed off in a legal and controlled manner, being recycled, going to landfill or burnt to produce energy.

Currently general Non –Hazardous Industrail waste is collected 3 times per week on a Monday ,Wednesday and Friday .

Recycled waste is collected 2 times per week on a Tuesday and Thursday

Contractors are requested to price on this basis however the frequency of collections and number of bins required could change over the course of the contract due to changes in shape and scale of the University.

Collection days and times would be mutually agreed with the contractor and the University normally being timed to ensure the minimum possible contact with students and staff i.e early mornings or evenings

Refer to Fig 1 below illustrating current container numbers ,sizes and their location

Fig 1

Bin Type	1100ltr Genera l	1100ltr MDR	240ltr Pape r	240ltr Glas s	Drums (toner cartridges)	660ltr Cardboar d /Plastic	240ltr Glas s	660ltr Genera l	660ltr MDR	120ltr Glas s	120ltr Pape r
<u>Dennison</u>	1	1									
<u>Raines House</u>	1	1									
<u>Venn</u>	5	4			4						
<u>Ryton</u>	4	3									
<u>Dearne/Skell</u>	2	2									
<u>Loxley/Leven (rear)</u>	2	1									
<u>Fenner</u>	5	6	1								
<u>BJL (rear)</u>						1					
<u>BJL (café)</u>	5	2									
<u>AS3</u>	1										
<u>Canham Turner</u>	5	4		1			2				
<u>Courtyard Halls of Residence</u>				9				31	24		
<u>Student Union (rear)</u>	13	9		3			4	1		2	1

<u>Student Union (Asylum rear)</u>	2										
<u>CPS</u>	1					1					
<u>Sports Pavilion</u>		2									
<u>Sports Centre /Beacon</u>	3	1									
<u>Wlberforce</u>	4	4						2	2		
<u>Taylor Court</u>	6	5		2							
<u>Hardy/Chemistry</u>	4	5									
<u>Cohen</u>	4	2		1							
Total	68	52	1	16	4	2	6	34	26	2	1

Lot 2 WEEE or Hazardous Waste

Waste collected on a call off basis constituting such items as Fridges ,Chemicals,Batteries , Flourecent Tubes or other items which have to be disposed of in a controlled manner .(This would not be computer hard ware or other items covered by Data Protection laws and regulations.)

“General” WEEE waste is currently stored for disposal and collected on a call off basis from a 35yd RORO within a compound.

The University requires the Fridges ,Chemicals,Batteries and Flourecent tubes to be collected on a call off basis from a central compound.

The contractor is to supply a 35yd RORO or equivalent on a long term basis and collect the General WEEE waste on a call off basis.

Lot 3 Confidential Waste

Confidential Paper waste collected by the contractor in paper sacks provide by the contractor on a bi-monthly or call off basis from the Porters room .This is shredded and disposed of in a controlled manner in accordance with Data Protection laws and regulations.

The University produces 65 sacks per week .Each sack has a capacity of no more than 20KG of paper The University seeks a contractor who can provide this service using paper sacks.

It would be open to an alternate solution using a 240ltr hard bin from which waste is collected by the contractor from 20 designated collection points within University Premises provided there is a quantifiable commercial and/or logistical benefit ..

Lot 4 Ad Hoc Skip/RoRo Hire

The University seeks a contractor who can provide a Waste disposal service using various skip/RoRo sizes which are either hired continually or temporarily to suit which are emptied on a calloff basis.

The University currently has three long term hired 20yd ROROs used for green waste, metal waste, and general waste.

Lot 5 Food Waste

Food Waste Generated via UOH Cafés ,Bars and Restuarants and residential properties

Such Waste is collected in specialist containers and/or wheelie Bins provided by the contractor emptied on a weekly basis from various locations throughou the UOH.

The University currently has 11 number 240ltr waste containers at 3 locations on its main campus , its desire is for a contractor who can provide a compostable waste system i.e Cardboard Containers containing food are able to be put in the disposal bin which can be part of a bio-digestion process.

Lot 6 Furniture & Timber

The University requires a service for the disposal of Furniture or Timber surplus to requirements due to the refit of Buildings and its facilities which may still have some use as is or can be used again or

repurposed Currently stored in various locations /compounds throughout the UOH or available on the day of clearance.

Offers are sought from contractors who would be able to dispose of this furniture or Timber in a socially responsible or beneficial way on a cost neutral basis for the University.

The above 'lots' will hereafter be collectively referred to as **Lots** and individually as a **Lot**.

2.2 Specific Requirements

2.2.1 Registration:

For any relevant lots, and where applicable the Contractor shall be registered with a waste regulation authority. The Contractor must provide, appropriate documentation clearly identifying that they are registered with a waste regulation authority.

The Contractor shall ensure that any carrier or disposer involved in the provision of the services must be licensed to carry the waste that is required as part of the services for each Lot applied for. The Contractor shall provide license details in respect of any such disposer or carrier. i.e If they use a Subcontractor .

2.2.2 Transfer Notes:

As part of the contract(s) the Contractor(s) shall be expected to provide the University with all waste transfer notes.

2.2.3 Health and Safety

The Contractor(s) will be expected to comply with all applicable UNiversity policies in relation to health and safety when visiting University Premises.

2.2.4 Site Visits:

The University expects Contractor(s) who wish to tender for the services to attend the University's sites prior to submitting the tender. The University shall deem all responding Contractor(s) to have inspected the site to ascertain the nature of the works, conditions particular to the site, including access arrangements, and all other matters affecting the execution of works prior to submission of the tender.

2.2.5 Supply of Plant and Equipment and Identification

The Contractor(s) will be expected to supply all plant, equipment and personal protective clothing required to undertake the services.

All Contractor's staff, agents and workers must wear suitable protective clothing at all times when on University premises and such clothing must be clearly labeled with the Contractor's company name.

All Contractor's staff shall carry personnel identification, issued by their employer, on them at all times whilst on University premises.

2.2.6 Spillages:

The Contractor is to take all reasonable steps to avoid accidental spillages or discharges to the surface water drainage system. If applicable to the Lot tendered for the Contractor shall provide a method statement showing what steps will be taken in the event of a spillage which should include automatic notification to the University's Health and Safety Office.

2.2.7 Disturbance:

The Contractor shall prohibit employees from causing any unreasonable disturbance whilst on the University's site, this includes, but is not restricted to, the use of radios, cat calling or the use of horns (except the use of reversing alarms).

2.2.8 Alterations to service requirements:

In the event of building alterations or changes in the building's use which necessitate changes in the number of, type of, or location of bins and/or waste containers, or access to the bins and/or waste containers documented within the PQQ or the Invitation to Tender the University will review the position with the Contractor. The University expects that in such circumstances the overall cost of the works shall be adjusted in accordance with the rates in the contract(s).

2.2.9 Improvement and/or Expansion of Service

The Contractor shall look to continuously improve the service it offers and inform the University of opportunities to improve and/or expand the Service in accordance with the policies of the University. The University may curtail any form of activity or service that is not in accordance with the service policies or standards of the University.

The University may seek to extend the service into other areas during the period of the Contract, and will undertake to consult with the Contractor to establish mutually acceptable methods and changes.

2.2.10 Service Parameters

The Authorised Officer shall reserve the right, during the period of the Contract, to increase or decrease the number of buildings and sites covered by this contract.

The University and Contractor will be required to accept a reasonable tolerance regarding the accuracy of plans and measurements supplied as part of this Contract.

2.2.11 New Technology and Innovation

This Specification has been written using knowledge and understanding of current levels of technology, working methods and available equipment. As new methods, or equipment are developed, the Contractor will be required to work with the University to conduct any trials and development work, and to implement revised working practices as required.

The Authorised Officer will always retain the final authority on what methods, equipment or systems of operation can be used on any site.

2.2.12 Capacity of Contractor

- The Contractor must provide a competent, trained, stable work force, able to show an understanding of duties they are expected to perform, presenting a smart, professional and courteous image to student, staff and other members of the public. The 'culture' of the work force should positively enhance the reputation of the University and the Contractor.
- Sufficient staff resources must be provided to complete all work to required standards.
- It is a requirement of this Contract that properly trained and competent staff are employed on the Contract, and that they develop a rapport with students and staff. Where a permanent staff member is to be removed from their normal duties, this shall be reported in the Contractor's report to the Monitoring Meetings.
- Apart from the possibility that the Tenderer might obtain staff as a result of TUPE, they should set out in their bid how staff are to be recruited and the level of skills expected before being employed on this contract, together with supporting documentation. Each year the Contractor shall submit a comprehensive report about recruitment and staff turnover.

2.2.13 Rehabilitation of Offenders Act

The Tenderer is required to set out in their bid, how they intend to ensure staff are of the right calibre and disposition to be able to work in close proximity to students and member of the public

2.2.14 Key Performance Indicators

The Contractor shall be expected to meet or exceed the following key performance indicators (KPIs) and report on their compliance

Attendance

- i. A 99% attendance rate to agreed service requests for the required buildings or areas on the Day or date the service is due.

Waste Collection

- ii. A 95% clearance rate for the required service for the required building or area on the Day or Date it is due.
(Unless a service is postponed/declined at the request of the UoH)

2.2.15 Provision of Performance Management Information by the Contractor and Reporting

Contractor(s) will be expected to attend regular contract operational meetings with the University's responsible officer as and when required to discuss how changes in service provision for Lot(s) can be made to the mutual benefit of both parties. It is anticipated that such meetings would be required monthly during the early part of the contract period, followed by quarterly meetings.

Contractor(s) will be expected to provide management information report on a monthly basis to the University throughout the duration of the contract in respect of each collection type and location detailed within the contract. A yearly report will also be expected to be provided by the Contractor(s)

The reports shall, as appropriate, detail the following **by waste type** and identify which Lot the report relates to:

- A) the total volume and tonnage per site per month.
- B) the total volume and tonnage per site per year.
- C) the total number of lifts per site per month.
- D) the total number of lifts per site per year.
- E) the percentage conformity to on time collections
- F) the percentage of the waste stream/Lot being recycled or being used for Energy
- G) Items affecting the performance of the Contract.
- H) Items which may improve the performance of the Contract.
- I) Items affecting the Health and Safety of the Contract.
- J) Proposals for new work practices that the Contractor may wish to introduce.
Staff that have received training during the month and details of training planned for the next three months.
Staff deployment, including the number of agency staff employed.
- K) Contacts made by staff, students and others during the month, including all enquiries, compliments, concerns and complaints.
- L) Staff that have been moved from their regular duties.

- M) An appraisal of the activities for the month, based on the Contractor's monitoring report. This is to include any issues that, in the opinion of the Contract Manager fail to meet the Service Specification of the Contract.
- N) A statement of the achievements of the Contractor in overcoming and rectifying any previous shortfall in the Contract standard.
- O) The Contractors actual performance against the Service Level Agreements and KPI's for the contract for the previous month
- P) The trend of the Contractors performance against the KPI's for the previous 12 months (if available)

2.2.16 Report Generation

Each report shall be provided to the University within two weeks following the end of each month or following the year-end (31 July) where appropriate or upon reasonable request.

2.2.17 Invoicing:

The University is required to cross-charge waste management costs to internal customers and so may require invoices in respect of individual cost centres. Contractors will be expected to detail how they will be able to accommodate the University's requirements and shall submit a sample invoice with the tender.

The University anticipates that invoices will be issued by contractor(s) on a monthly basis throughout the contract term.

2.2.18 Fixed Price Requirement

The University expects Contractor(s) to provide a quotation for a fixed price for the initial first 2 year period of the contract. The University accepts that there may be variations to pricing as subject to government levies and any other environmental legislation affecting waste disposal and expects the Contractor to account for such levies and additional costs as far as possible when tendering for the Lot(s), however, the University accepts that some variation to the contract price may be necessary in the event of statutory or regulatory cost increases during the initial 2 year period.

Any increase in Excise Duty on fuel and road fund licences are deemed to be included within the fixed price element of the tender.

2.2.18 Pricing

Your Quote is to remain valid for 3 months after submission

Please submit itemised pricing schedules Section 6 for each specific lot you are bidding for
Your quote should allow for all management costs

2.2.19 Vehicle Standards:

It will be a requirement of the contract that all collection vehicles visiting University sites or premises will have as a minimum Audible Reversing Alarms ,Reversing Cameras and Flashing Beacons

2.2.20 Contractor Inductions

All Contractor(s)' staff must have a University Site Induction via the University's Estates Department before they are allowed to work on University premises. This will also apply to a relief staff and or subcontractors

2.2.21 Subcontractor

The University requires the Contractor to ensure its subcontractors hold the relevant operators licence and/or waste Carriers License

2.3 - Required Additional Information

1. Please state your required mobilisation period from Contract Award to Contract start
2. You must undertake a pre- site check and site preparation free of charge before Commencement
3. Persistent failure is defined as Four or more failures to provide the required service during a 3 month period .
4. Substantial failure is defined as failure to correct the failure to supply the service within Thirty days of reporting.
5. Insurance will be provided by the contractor to the following levels :
Employers Liability Insurance : £10,000,000
Public and Product Liability Insurance : £5,000,000