

[Appendix 1 – CHECKLIST]

Prosiect Gwyrdd's Procurement of The Waste Treatment Solution for Municipal Waste

Invitation to Participate in Dialogue – Outline Solutions

FROM [DN: Participant to Complete]

SOLUTION [1] / [2] delete as appropriate

To ensure that all information has been included, please complete this Checklist and return a copy with each Outline Solution. The following documentation is required **for each Outline Solution** submitted by a Participant.

Question answered and supporting information enclosed (please detail)		
Please tick box		
1.	Completed Checklist (Appendix 1) <i>ATTACH</i> electronic copies VIA the Portal (pdf)	<input type="checkbox"/>
2.	Completed and signed Anti-Collusion Certificate (Appendix 2) <i>ATTACH</i> electronic copies VIA the Portal (pdf)	<input type="checkbox"/>
3.	Copy of all clarifications using the template provided in the etendering Portal and at Form 1 in Appendix 11 with an index detailing each clarification <i>ATTACH</i> electronic copies VIA the Portal (pdf)	<input type="checkbox"/>
4.	Confirmation of completed online response for each solution submitted (pdf)	<input type="checkbox"/>
5.	Completed Financial Bid Forms (Appendix 5) <i>ATTACH</i> electronic copies VIA the Portal (pdf)	<input type="checkbox"/>
6.	Risk Allocation Matrix (Appendix 7) <i>ATTACH</i> electronic copies VIA the Portal (pdf)	<input type="checkbox"/>
7.	Any supporting information, appropriately referenced (Form 2, Appendix 11) <i>ATTACH</i> electronic copies VIA the Portal (pdf)	<input type="checkbox"/>
8.	Completed and signed ISOS Covering Letter attached (Form 3, Appendix 11) <i>ATTACH</i> electronic copies VIA the Portal (pdf)	<input type="checkbox"/>
9.	A completed conflict on Interest Form (Form 4, Appendix 11) <i>ATTACH</i> electronic copies VIA the Portal (pdf)	<input type="checkbox"/>
10.	Completed WRATE Model and WRATE Form (Appendix 12) <i>ATTACH</i> electronic copies VIA the Portal (pdf)	<input type="checkbox"/>

[Appendix 2 - ANTI-COLLUSION CERTIFICATE] TO [COUNTY COUNCIL OF THE CITY AND COUNTY OF CARDIFF]

**Prosiect Gwyrdd's
Procurement of the Waste Treatment Solution for Municipal Waste
Invitation to Participate in Dialogue – Outline Solutions**

TO COUNTY COUNCIL OF THE CITY AND COUNTY OF CARDIFF

FROM PARTICIPANT []

SOLUTION [1] / [2] delete as appropriate

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

- 1) Entered into any agreement with any other person with the aim of preventing Solution(s) being made or as to the fixing or adjusting of the nature and/or cost of any Solution(s) or the conditions on which any Solution(s) is made; or
- 2) Informed any other person, other than the person calling for this Solution(s), of the nature and/or cost or the approximate nature and/or cost of the Solution(s), except where the disclosure, in confidence, of the amount of the Solution(s) was necessary to obtain quotations necessary for the preparation of the Solution(s) for insurance, for performance bonds and/or parent company guarantee, contract guarantee bonds or for professional advice required for the preparation of the Solution(s); or
- 3) Caused or induced any person to enter into such an agreement as is mentioned in paragraphs 1 and 2 above or to inform us of the nature and/or cost or the approximate nature and/or cost of any rival Solution(s) for the Project; or
- 4) Committed any offence under the Prevention of Corruption Acts 1889 to 1916 nor under Section 117 of the Local Government Act 1972; or
- 5) Offered or agreed to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Solution(s) or proposed Solution(s) for the Project any act or omission; or
- 6) Canvassed any other persons referred to in paragraph 1 above in connection with the Project; or
- 7) Contacted any officer of the Partnership about any aspect of the Project including (but without limitation) for the purposes of discussing the possible transfer to the employment of the Participant of such officer for the purpose of the Project or for soliciting information in connection with the Project.
- 8) We also undertake that we shall not procure the doing of any of the acts mentioned in paragraphs 1 to 7 above for the duration of the Competitive Dialogue Procedure nor (in the event of the Solution(s) being accepted) shall we do so while the resulting Project continues in force between us (or our successors in title) and the Partnership.



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

In this Certificate, "**Participant Party**" means any employee, consultant, funder, insurer, advisor, agent, officer or sub-contractor (of any tier) of the Participant.

Signed:-

Signed:-

Position:-

Position:-

For and on behalf of:-

For and on behalf of:-

Dated:-

Dated:-

Signed:-

Signed:-

Position:-

Position:-

For and on behalf of:-

For and on behalf of:-

Dated:-

Dated:-

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

[Appendix 3 - DESCRIPTIVE DOCUMENT]

Prosiect Gwyrdd

Procurement of Waste Treatment Services for
Residual Municipal Waste

Contract Notice Reference 2009/S 227 - 326432

DESCRIPTIVE DOCUMENT

June 2010

Ref: ITPD			Process Owner: T. King	Authorisation: Project Board	
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Document Control

Title	Prosiect Gwyrdd - IDD
Author	A Williamson / Tara King
Drafting	Technical Sub Group Project Team Project Board Advisors
Owner	Tara King

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V1.1	16.07.10	2.5.1 tonnage amended	
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Approvals

This document requires the following approvals.

Name	Signature	Title/Role
T King		Project Manager
S Davison		Senior Responsible Officer
Cllr M Stephens		Chair Joint Committee

Distribution

This document has been distributed to:

Name	Title/Area of work	Date of Issue	Version
Project Board & Advisors & Project team	Finalise		
Joint Committee Clerks & Project Board	Final for Issue to Joint Committee		
Joint Committee	Final for Decision		
Project Board, Project Team	Final for uploading		

DISCLAIMER

1.1 Introduction

The Important Notices section below shall, for the avoidance of doubt, apply to all further information and documentation provided or made available as part of this Competitive Dialogue Procedure. Participants shall be responsible for ensuring that their Solutions comply with the requirements set out in the ITPD and the Associated Documents.

1.2 Participant's Warranties

1.2.1 In submitting its Solutions, the Participant warrants, represents and undertakes to the Partnership that:-

- (a) all information, representations and other matters of fact communicated (whether in writing or otherwise) to the Partnership by the Participant, its staff, agents or advisors in connection with or arising out of the ITPD and/or the Associated Documents are true, complete and accurate in all respects, both as at the date communicated and as at the date of submission of the Solution(s);
- (b) it has made its own investigations and undertaken its own research and due diligence and has satisfied itself in respect of all matters (whether actual or contingent) relating to the ITPD and the Associated Documents and that it has not submitted its Solution(s) in reliance upon any information, representation or assumption which may have been made by or on behalf of the Partnership (save in respect of any information which is expressly warranted by the Partnership under the terms of the Project Agreement); and
- (c) it has full power and authority to respond to the ITPD and the Associated Documents and to perform the obligations in relation to this Project and will, if requested, produce evidence of such to the Partnership's reasonable satisfaction.

1.2.2 Participant's acknowledge that the confirmation provided in response to Section A of the ISOS Questions for each Solution that any statement made in the PQQ submission remains true and accurate in all material respect save to the extent specifically disclosed in the Solution and highlighted in response to Section A of the ISOS Questions shall continue to have effect throughout the Competitive Dialogue Procedure. Please see section A of the ISOS Questions (Appendix 4) of the ITPD and section 1.10.2(f) of this Descriptive Document for further information.

1.2.3 Where there is a change to the information provided to the Partnership at any time the Participant must advise the Partnership as soon as practicable, even if this is after the date of submitting the Solutions, and disclose such changes in full. Please see sections 1.10 and 1.13 for further information.

1.3 Confidentiality

1.3.1 Subject to the exceptions referred to in section 1.3.3 below, the ITPD and the Associated Documents are being made available by the Partnership on condition that:-

- (a) Participants shall at all times treat the ITPD and the Associated Documents as confidential;

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- (b) Participants shall not disclose, copy, reproduce, distribute or pass the ITPD and the Associated Documents to any other person at any time or permit the occurrence of any of the forgoing;
 - (c) Participants shall not use the ITPD and the Associated Documents for any purpose other than for the purposes of preparing (or deciding whether to prepare) a Solution for participating in the Competitive Dialogue Procedure; and
 - (d) Participants shall comply with the provisions of section 1.9 (which contains restrictions on publicity activity within any section of the media or similar).
- 1.3.2 Participants shall ensure that each member of the Participant's Team who receives any of the ITPD information and the Associated Documents is made aware of, and complies with, the provisions of section 1.3 as if they were a Participant.
- 1.3.3 Participants may disclose, distribute or pass the ITPD and the Associated Documents to another person (including, but not limited to, for example, employees, consultants, subcontractors or advisors to the Participant, the Participant's insurers or the Participant's funders) if either:-
- (a) this is done for the sole purpose of enabling a Solution to be prepared and the person receiving the ITPD and the Associated Documents undertakes in writing to keep the ITPD and the Associated Documents confidential on the same terms as set out in the ITPD and the Associated Documents; or
 - (b) the Participant obtains the prior written consent of the Partnership in relation to such disclosure, distribution or passing of the ITPD and the Associated Documents.
- 1.3.4 The Partnership may disclose detailed information relating to the Solutions to the Partnership's Councillors, directors, officers, employees, agents or advisors (which shall include, for the avoidance of doubt, WAG, DESH, PUK, or any Gateway Review Team) and they may make the key documents relating to the Solutions available for private inspection by the Partnership's Councillors, directors, officers, employees, agents or advisors (which shall include, for the avoidance of doubt, WAG, DESH, PUK or any Gateway Review Team).
- 1.3.5 The Partnership also reserve the right to disseminate information that is materially relevant to all Participants, even if the information has only been requested by one Participant, subject to the duty to protect any Participant's commercial confidence in its Solutions. Should Participants wish to avoid such disclosure (for example, on the basis that the request contains, or the likely response will contain, commercially confidential information or may give another Participant a commercial advantage) the request must be clearly marked "In confidence - not to be circulated to other Participants" (on the front page of the document) (and by also marking each relevant page of the document "commercially confidential"). The Participant must set out the reason or reasons for the request for non-disclosure to other Participants.
- 1.3.6 The Partnership will act reasonably as regards the protection of commercially sensitive information relating to the Participant, subject to the Partnership's duties under the Freedom of Information Act 2000 and Environmental Information Regulations.

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1.4 Accuracy of the ITPD and the Associated Documents and Liability of the Partnership and their Advisors

- 1.4.1 The ITPD and the Associated Documents have been prepared by the Partnership in good faith but do not purport to be comprehensive or to have been independently verified. Participants should not rely on the detailed information contained in the ITPD and the Associated Documents and should carry out their own due diligence checks and verify the accuracy of the detailed information contained in the ITPD and the Associated Documents. Nothing in the ITPD and the Associated Documents is, or should be construed as, a promise or representation as to the future.
- 1.4.2 Participants considering entering into a contractual relationship with the Partnership should make their own enquiries and investigations of the Partnership's requirements beforehand. The subject matter of the ITPD and the Associated Documents shall only have contractual effect when it is contained in the express terms of the executed Project Agreement.
- 1.4.3 None of the Partners, the Partner's Councillors, directors, officers, employees, agents or advisors (which shall include, for the avoidance of doubt, WAG, DESH and PUK or any Gateway Review Team) make any representation or warranty as to, or (save in the case of fraudulent misrepresentation) accept any liability or responsibility in relation to, the adequacy, accuracy, reasonableness or completeness of the ITPD and the Associated Documents or any part of it (including but not limited to loss or damage arising as a result of reliance by the Participant on the ITPD and the Associated Documents or any part of it).
- 1.4.4 The invitation to participate in dialogue by the Partnership does not imply that the Participant has satisfied the Partnership regarding any matter raised during the any previous stages, and the Partnership makes no representations or warranties regarding the Participant's financial status, technical competence or ability in any way to carry out the contract.
- 1.4.5 No offer or Final Tender is deemed accepted until the relevant contractual documents have been duly signed on behalf of the Partnership, the Preferred Bidder and all other relevant parties and declared unconditional. No dialogue or communication with the Partnership whether prior to, during or subsequent to the Competitive Dialogue Procedure (including any notification of Preferred Bidder status) will imply acceptance of any offer or constitute an indication that the Participant will be awarded the contract. Only the express terms of the Project Agreement which is finally agreed and signed for and on behalf of the relevant parties and which is duly declared unconditional shall have any contractual effect.

1.5 Conflicts of Interest

- 1.5.1 The Partnership requires all actual or potential conflicts of interest to be resolved to the Partnership's satisfaction prior to the submission of a Solution in response to the ITPD and the Associated Documents. Failure to declare such conflicts and/or failure to address such conflicts to the reasonable satisfaction of the Partnership may result in a Participant being disqualified.

1.6 Canvassing

- 1.6.1 The Partnership reserves the right to disqualify (without prejudice to any other civil remedies available to the Partnership and without prejudice to any criminal

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liability which such conduct by a Participant or a member of the Participant's Team may attract) any Participant or member of the Participant's Team who, in connection with the ITPD or any Associated Documents:-

- 1.6.2 offers any inducement, fee or reward to any Councillor, officer or other employee of the Partnership or any person acting as an advisor for the Partnership in connection with the ITPD or any Associated Documents;
- 1.6.3 does anything which would constitute a breach of the Prevention of Corruption Acts 1889 to 1916 or Section 117 of the Local Government Act 1972 (as amended).
- 1.6.4 canvasses any Councillor, officer or other employee of the Partnership or any person acting as an advisor for the Partnership in connection with the ITPD or any Associated Documents; or
- 1.6.5 contacts any Councillor, officer or other employee of the Partnership prior to financial close about any aspect of the ITPD or any Associated Documents in a manner not permitted by the ITPD (including without limitation contact for the purposes of discussing the possible transfer to the employment of the Participant of such Councillor, officer or other employee) or any Associated Documents.

1.7 Non-Collusion

- 1.7.1 The Partnership reserves the right to disqualify (without prejudice to any other civil remedies available to the Partnership and without prejudice to any criminal liability which such conduct by a Participant may attract) any Participant who, in connection with the ITPD or any Associated Documents:-
 - (a) fixes or adjusts the amount of its Solution by or in accordance with any agreement or arrangement with any other Participant or member of the Participant's Team (other than a member of its own consortium or supply chain);
 - (b) enters into any agreement or arrangement with any other Participant or member of the Participant's Team to the effect that he shall refrain from submitting a Solution or as to the amount of any Solution to be submitted;
 - (c) causes or induces any person to enter such agreement as is mentioned in either section 1.7.1(a) or 1.7.1(b) or to inform the Participant or member of the Participant's Team of the amount or approximate amount of any rival Solution;
 - (d) offers or agrees to pay or give or does pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Solution or proposed Solution for the works and/or services or any act or omission; or
 - (e) communicates to any person other than the Partnership the amount or approximate amount of his proposed Solution (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of a Solution).

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- 1.7.2 Participants and each member of the Participant's Team are required to return the Anti-Collusion Certificates set out in Appendix 2 of the ITPD when submitting their Solutions.

1.8 Intellectual Property

- 1.8.1 The copyright in the ITPD and the Associated Documents is vested in the Partnership. The ITPD and the Associated Documents may not be reproduced, copied or stored in any medium without the prior written consent of the Partnership except in relation to the preparation of a Solution. All documentation supplied by the Partnership in relation to the ITPD and the Associated Documents is and shall remain the property of the Partnership and must be returned on demand, without any copies being retained.

- 1.8.2 The Partnership reserves the right to require the assignment or grant of a royalty free non-exclusive licence of all intellectual property relating to or in connection with any Solution resulting in the award of contracts.

1.9 Publicity

- 1.9.1 Participants shall not undertake (or permit to be undertaken) at any time, whether at this stage or after financial close, any publicity activity with any section of the media in relation to the Project other than with the prior written agreement of Partnership. Such agreement shall extend to the content of any publicity. In this section the word "media" includes (but without limitation) radio, television, newspapers, trade and specialist press, the internet and email accessible by the public at large and the representatives of such media.

1.10 The Partnership's Right to Reject Solutions

- 1.10.1 The Partnership reserve the right to require a Participant and/or the members of the Participant's Team to clarify their submission in writing and/or provide additional information (failure to respond adequately may result in a Participant being rejected); and/or

- 1.10.2 The Partnership reserve the right to reject or disqualify a Participant and/or the members of the Participant's Team where:-

- (a) a Solution is submitted late, is completed incorrectly, is materially incomplete, is submitted in any other format other than via the Portal or fails to meet the Partnership's submission requirements which have been notified to Participants;
- (b) the Participant and/or the members of the Participant's Team are unable to satisfy the terms of Article 45 of Directive 2004/18/EC and/or Regulation 23 of the Public Contracts Regulations 2006 at any stage during the Competitive Dialogue Procedure;
- (c) the Participant and/or the members of the Participant's Team are guilty of material misrepresentation or false statement in relation to its application and/or the process;
- (d) the Participant and/or the members of the Participant's Team contravene any of the terms and conditions of the ITPD and/or any Associated Documents;

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- (e) there is a change in identity, control, financial standing, structure or other factor impacting on the selection and/or evaluation process affecting the Participant and/or the members of the Participant's Team (including but not limited to a change in the Participants' Team from the members who completed the PQQ);
- (f) the Participant introduced a material change to any commitment or statement contained in any previous submission at any stage of the Competitive Dialogue Procedure (including but not limited to the PQQ submission); or
- (g) the Participant breaches the terms and conditions of use for the Data Room.

1.10.3 The disqualification of a Participant will not prejudice any other civil remedy available to the Partnership and will not prejudice any criminal liability that such conduct by a Participant may attract.

1.11 Provision of Further Information by Participants after Submitting a Solution

The Partnership is relying on the information provided by Participants during the PQQ stage (including but not limited to information concerning the Participant's Team and consortium structure). If, at any time during the Competitive Dialogue Procedure there are any material changes to the same, the Participant must advise the Partnership as soon as practicable (even if this is after the submission of a Solution). Upon receipt of such information, the Partnership shall be entitled to revisit the selection and/or evaluation of the Participant and exclude the Participant, if necessary, as a result of that process.

1.12 Freedom of Information

1.12.1 The Partnership is subject to the provisions of the Freedom of Information Act 2000 (FOIA). FOIA provides a general right of access to information held by public authorities and the Partnership may be required to disclose any or all information submitted to the Partnership in response to a request made pursuant to FOIA.

1.12.2 FOIA provides for information to be exempt from the general right of access in certain circumstances, for example where the information has been provided in confidence, is a trade secret, or where release would or would be likely to prejudice commercial interests. Because the Partnership has to comply with its statutory duties, if information is requested the Partnership may be forced to disclose such documentation, irrespective of a Participant's wishes, if it is not covered by an exemption under FOIA. Please also note that the availability of some exemptions is subject to a test of whether the public interest lies in disclosing the information or keeping it confidential.

1.12.3 Participants are required to identify any information contained in your Solution(s) which you would prefer not to be released if a request under FOIA is received. Requests for information to be treated as commercially confidential must accompany your response and must include a clear and substantive justification (which the Partnership is able to disclose) together with a time limit after which any such information may be disclosed. You should make sure any information that you consider commercially confidential is clearly marked as such. Please clearly mark the front page of the document with "In confidence – not to be circulated" (and by also marking each relevant page of the document

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“commercially confidential”). You should be aware that a Solution that indicates that all of the information you provide in a Solution is confidential, without a clear and substantive justification, is unlikely to be acceptable to the Partnership. You should also be aware that even where information is identified as confidential and/or commercially sensitive the Partnership may be required to disclose such information in accordance with FOIA.

- 1.12.4 If the Partnership receives a request under FOIA for the release of information which has been provided by a Participant, the Partnership will use reasonable endeavours to consult with the relevant Participant as soon as practicable where it considers that the requested information may include exempt information relating to that Participant. Where the Partnership consults with the Participant, the Participant must respond to the Partnership's requests within 48 hours (unless otherwise agreed by the Partnership), so that the Partnership can comply with its obligation to answer a FOIA request within the relevant time limit.
- 1.12.5 The decision on what is, or is not, exempt information shall be determined by the Partnership having considered the representations of Participants. The Partnership shall not be liable for any loss, damage, harm or other detriment however caused arising from any disclosure of information under FOIA, Environmental Information Regulations 2004 or other legislation governing access to information including but not limited to Guidance Notes and Codes of Practice issued by the Information Commissioner.

1.13 The Participant's Team

- 1.13.1 The members of the Participant's Team, and the principal relationships between the team members, may be changed in relation to this procurement process only with the prior consent of the Partnership, and subject to any replacement team member being satisfactorily pre-qualified by the Partnership (in accordance with the requirements of the PQQ). The Partnership reserves the right to take this into account when determining whether or not to continue with the evaluation of a Solution, and whether or not to enter into a contract with a Participant, where there has been a change in the ownership of the Participant or any members of the Participant's Team (direct or indirect) or a change in the principal relationships between the team members.
- 1.13.2 All other Participants shall be deemed to have consented to any changes in other Participant's Teams.

1.14 Bidding Process and Costs

- 1.14.1 The Partnership reserves the right at any time:-
- (a) not to consider Solutions other than those submitted in accordance with the terms of the ITPD and/or the Associated Documents;
 - (b) to negotiate with one or more of the Participants during the Competitive Dialogue Procedure to obtain arrangements which best meet its requirements to the extent permitted pursuant to the procurement regulations;
 - (c) to issue amendments or modifications to the ITPD and/or the Associated Documents during the Competitive Dialogue Procedure;

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- (d) to require a Participant and/or the members of the Participant's Team to clarify their submission in writing and/or provide additional information (failure to respond adequately may result in a Participant being rejected);
- (e) to alter the timetable of any aspect of the procurement including (but not limited to) the anticipated date of financial close;
- (f) not to award a contract; and/or
- (g) to cancel or withdraw from the Competitive Dialogue Procedure at any stage.

1.14.2 Any costs or expenses incurred by any Participant or the Participant's Team or any other person will not be reimbursed by the Partnership and neither the Partnership nor any of their representatives or advisers (which shall include for the avoidance of doubt WAG, DESH, PUK or any Gateway Review Team) will be liable in any way to any Participant or the Participant's Team or any other person for any costs, expenses or losses incurred by any Participant or the Participant's Team or any other person in connection with this Competitive Dialogue Procedure.

1.15 **Governing Law**

1.15.1 All negotiations will be conducted, and all documents and Solutions will be prepared, in the English language. The negotiations and all subsequent contracts negotiated and any non-contractual obligations arising out of or in connection with such contracts will be subject to the laws of England and Wales and the exclusive jurisdiction of the English and Welsh courts.

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DEFINITIONS/GLOSSARY –

Term or Abbreviation	Definition
Anti-Collusion Certificate	the anti-collusion certificate to be completed and submitted by Participants when submitting a Solution
Associated Documents	all associated tender documentation, guidance, clarifications and project documentation issued by the Partnership and its advisors and any further information received via communication with the Partnership and its advisors and/or all information available on the Data Room during the Competitive Dialogue Procedure
ATT	Advanced Thermal Treatment
Authority	the Lead Contracting Authority acting on behalf of itself and all the Partners
Authority's Requirements	The Authority's (acting on behalf of itself and all the Partnership) description of the Partnership's minimum requirements for the Project, also means Output Specification
AWC	Alternate Weekly Collection
Base Payment	the base payment is a payment calculated on a rate per tonne which is applied to the total tonnage of waste accepted by the Contractor in a contract year as more particularly defined in the Payment Mechanism
BMW	Biodegradable Municipal Waste
Bottom Ash	the residual material in the combustion chamber and consists of the non-combustible constituents of the waste.
BPEO	Best Practicable Environmental Option
BRE	Building Research Establishment
BREEAM	Building Research Establishment Environmental Assessment Method
Business Day	means a day (other than a Saturday or Sunday) on which banks are open for domestic business in the City of London
BVPI	Best Value Performance Indicator
CABE	Commission for Architecture and the Built Environment
CapEx	Capital Expenditure
CEEQUAL	Civil Engineering Environmental Quality
CFT	the Call for Final Tenders to be issued by the Partnership to the Participants in accordance with the Competitive Dialogue Procedure
Checklist	the checklist to be completed and submitted by Participants when submitting a Solution
CHP	Combined Heat and Power
CIRIA	Construction Industry Research and Information Association.
Competitive Dialogue	the dialogue phase of the Competitive Dialogue Procedure from distribution of the ITPD documentation until the Partnership closes the dialogue on or before submission of the Final Tenders
Competitive Dialogue Procedure	the procedure to be used by the Partnership to procure this Project as set out in Regulation 18 of the Public Contract Regulations 2006
Consortium Member	where the Participant is a consortium, any individual economic operator forming part of that consortium
Contract Close	the anticipated date of the Project Agreement
Contract Notice	the contract notice published in the Official Journal of the European Union (reference number 2009/S 227-326432)
Contract Waste	all municipal waste arising from time to time in the Partnership's Administrative Area and delivered by or on behalf of the Authority. Contract Waste does not include for the avoidance of doubt Third Party Waste and source segregated recyclable or compostable waste
Contractor	the contractor who enters into the Project Agreement with the Lead

	Contracting Authority pursuant to this Project
CIWM	the Chartered Institution of Wastes Management
Data Room	the data room managed by the Partnership by which the Participants may access documents relevant to this Project
DCfW	Design Commission for Wales
Defra	Department for Environment, Food and Rural Affairs
Descriptive Document	an updated copy of the IDD attached to the ITPD
DESH	Department for the Environment, Sustainability and Housing
Detailed Solutions	the Solutions to be submitted in response to the ISDS
DE&T	Department of Economy and Transport
EA	Environment Agency
EAW	Environment Agency Wales
EfW	Energy from Waste
EIA	Environmental Impact Assessment
EIB	European Investment Bank
EIR	Environmental Information Regulations
EMS	Environmental Management System
EPA	Environmental Protection Act 1990
EU	European Union
Evaluation Methodology	the methodology to be followed by the Partnership when evaluating the Solutions as set out in the tender documents distributed at each stage of the Competitive Dialogue Procedure
Executive Summary	the executive summary to be submitted by Participants when submitting a Solution (further details of which are found in Section A of the ISOS Questions (Appendix 4))
Facility	the facility(ies) to be procured pursuant to the Project
FBC	Final Business Case
Final Tenders	the Solutions to be submitted in response to the CFT
Financial Bid Forms	the forms required to be completed by the Participants and submitted as part of their Solutions
FOIA	Freedom of Information Act 2000
FRS5	Financial Reporting Standard 5
Gateway Review Team	Assigned group of sufficiently experienced personnel to conduct Gateway reviews as per the OGC guidance and best practice
HM Guidance	HM Treasury Value for Money Assessment Guidance
HMSO Publication Centre	please see details as set out in section 3.1.3 of the ITPD
HM Treasury	Her Majesty's Treasury
HWRC	Household Waste Recycling Centre
IDD	Initial Descriptive Document
IFRS	International Financing Reporting Standards
IRR	Internal Rate of Return
ISDS	Invitation to Submit Detailed Solutions
ISOS	Invitation to Submit Outline Solutions (which forms part of the ITPD)
ISRS	Invitation to Submit Revised Solutions
ITPD	Invitation to Participate in the Dialogue
JWA1	the joint working agreement that the Partnership has entered into to formalise their respective roles and responsibilities in relation to the joint working arrangements for the procurement of the Project
JWA2	a second joint working agreement (to be negotiated in parallel with the Project Agreement) that will regulate the relationship between the Partners during the operational period (the works and the services period) of the Project
IVC	In-vessel Composting

Landfill Directive	European Union Landfill Directive 1999
LAS	Landfill Allowance Scheme (LAS) Regulations (Wales) 2004
Lead Contracting Authority	the Partner who will enter into the Project Agreement with the Contractor on behalf of the Partnership (to be confirmed later in the Competitive Dialogue Procedure)
Lead Procurement Authority	Cardiff Council will act as the lead authority for the procurement process and shall be responsible for the negotiation of the Project Agreement with the Participants
Lead Participant	the lead organisation co-ordinating a Participant's Solution
LFT	Landfill Tax
Level 1, 2 and 3 Criteria	The Primary, Sub and Sub-Sub Evaluation Criteria set out in the Evaluation Methodology
Local Authorities (Capital Finance and Accounting) (Wales) Regulations 2003.	The Local Government Act 2003 sets out the framework for the current regime for local authority capital finance. The Act is underpinned by the Local Authority (Capital Finance and Accounting) (Wales) Regulations 2003 which provide more detail and specific requirements
Local Partnerships	The joint venture between the Local Government Association and PUK (incorporating 4Ps)
M-BEAM	a modelling instrument developed by Defra for use to calculate mass balance waste flow
MBT	Mechanical Biological Treatment
MEAT	Most Economically Advantageous Tender
MRF	Materials Recovery/Recycling facility
MSW	Municipal Solid Waste
NPV	Net Present Value
OBC	Final form of the Outline Business Case prepared by the Partnership in October 2008 and updated by the 'Outline Business Case Health-Check Addendum' in May 2009
OGC	Office of Government Commerce
OpEx	operating expenditure
Optional Site	the site (Tatton Road, Newport) within the Partnership's control offered to Participants for consideration for use within their proposed Solutions
Outline Solutions	the Solutions submitted in response to the ISOS
Output Specification	the draft output specification setting out the Partnership's minimum requirements for the Project also forms part of the Authorities Requirements
Participant/ Participants	the organisations that were selected at the PQQ stage and invited to participate in the Competitive Dialogue Procedure
Participant's Team	<p>the team bidding for the Project, including but not limited to, where the Participant is:-</p> <ul style="list-style-type: none"> (i) a sole organisation (or a sole organisation supported by subcontractors that are not Significant Subcontractors) (ii) that sole organisation (iii) a consortium, each Consortium Member (iv) a prime contractor, the prime contractor and each Significant Subcontractor (v) a partnership, each member of the partnership (vi) an incorporated company, the incorporated company

	(vii) a co-operative, the co-operative
Partnership	Caerphilly County Borough Council ("Caerphilly CBC"), the County Council of the City and County of Cardiff ("Cardiff Council"), Monmouthshire County Council ("Monmouthshire CC"), Newport City Council ("Newport CC") and the Vale of Glamorgan Council (the "Vale of Glamorgan") (and each individually a "Partner")
Payment Mechanism	the draft payment mechanism, sets out the basis for calculating payments from the Partnership to the Contractor for delivering the Services in accordance with its obligations under the Project Agreement
PB	Prudential Borrowing
Performance Standards	the standards set out in the Output Specification for the delivery of the Service
PFI	Private Finance Initiative
Planned Services Commencement Date	01 April 2016
Portal	the portal at www.etenderwales.bravosolution.co.uk which Participants must use to upload their Solutions and access the Data Room
PPP	Public Private Partnerships
PQQ	Pre-Qualification Questionnaire
PQQ Methodology	Pre-Qualification Methodology as set out within the PQQ
Preferred Bidder	the Participant whose Solution is chosen as the MEAT following submission of Final Tenders
Project	the procurement of the Facility pursuant to the terms of the Project Agreement
Project Agreement	the project agreement for the residual treatment of MSW to be awarded by the Partnership pursuant to the Project, a draft copy of which will be provided later in the Competitive Dialogue Procedure
Project Board	the organisation within the Partnership established to oversee the procurement process, more specifically described in the tender documentation
Project Manager	Tara King who is employed by Cardiff Council to act on behalf of the Partnership or such other person notified by the Partnership to Participants from time to time
Project Team	the Partnership's team which is responsible for the day-to-day management of this Project on behalf of the Partnership including the Project Manager
PUK	Partnerships UK
Reference Project	the Partnership's reference project as set out in the OBC
Refined Solutions	the Solutions to be submitted in response to the ISRS
Residual Waste	the elements of the waste stream that remains after recycling or compostable materials have been separated or removed
Response Document	the form of response document completed by Participants when submitting their Outline Solutions
Risk Allocation Matrix	the Partnership's allocation of risk as set out in the ITPD
ROC	Renewables Obligation Certificate
RPI	Retail Price Index
SDLT	Stamp Duty Land Tax
SDP	Service Delivery Plans
Services	the services to be provided in accordance with the Project Agreement
Significant Subcontractor	the proposed subcontractors which will be contributing significantly (either in terms of value or importance) to the Project as defined in the PQQ (only relevant where a subcontracting arrangement has been proposed by a Participant)

Site	the site(s) to be used by the Participant to undertake the Works and/or the Services as detailed in their Solution for the Project
Site Report	establishing the baseline condition of the Site(s) before commencement of construction for the purposes of permit application(s)
Solution	the solution(s) submitted by Participants throughout the Competitive Dialogue Procedure in response to the procurement documentation
SoPC4	Standardisation of PFI Contracts Version 4 as updated or amended by HM Treasury
SPV	Special Purpose Vehicle
SRF	Solid Recovered Fuel
TAN 21	(Planning Policy Wales) Technical Advice Note (Wales) 21
TIFU	Treasury Infrastructure Fund Unit
TUPE	Transfer of Undertakings (Protection of Employment) Regulations 2006
UC	Unitary Charge
VAT	Value Added Tax
VfM	Value for Money
WAG	Welsh Assembly Government
WAG Funding Criteria	the WAG Funding Criteria which prescribes certain conditions that the Partnership must comply with during the procurement of the Project (Please see Appendix E of this Descriptive Document for an extract of the criteria)
WCA	Waste Collection Authority
WDA	Waste Disposal Authority
WEEE	Waste Electrical and Electronic Equipment
WET Act 2003	Waste Emissions and Trading Act 2003
WID	Waste Incineration Directive (2000/76/EC)
WIDP	Waste Infrastructure Delivery Programme
WPA	Waste Planning Authority
WPPO	Waste Procurement Programme Office
WRATE	Waste and Resources Assessment Tool for the Environment
4Ps	Public Private Partnerships Programme

Note: Any references to any legislation includes reference to any updates or amendments to the legislation.

FOREWARD

A Contract Notice (reference 2009/S 227 - 326432) has been published in the Official Journal of the European Union on 24 November 2009 inviting expressions of interest from organisations wishing to enter into a contract with the Lead Contracting Authority on behalf of itself and the remaining Partners in the Prosiect Gwyrdd Partnership for the provision of a waste treatment solution (the "Project").

This Descriptive Document accompanies the Invitation to Participate in Dialogue ("ITPD") which includes the Invitation to Submit Outline Solutions ("ISOS"). This Descriptive Document is an updated version of the Initial Descriptive Document ("IDD") which was distributed to Participants at the PQQ stage. The document is being issued to Participants who responded to the Partnership's Contract Notice and Pre-Qualification Questionnaire (PQQ) and whom have been selected to participate in the first stage of the Competitive Dialogue Procedure. The Partnership proposes to carry out this procurement under the Competitive Dialogue Procedure in accordance with the requirements of the Public Contracts Regulations 2006. This Descriptive Document provides further information to Participants in relation to the Project.

This Project forms part of the Partnership's overall programme for the delivery of infrastructure to support its LAS obligations, environmental sustainability, carbon management programmes and anticipated statutory targets. The programme seeks to ensure the provision of both the short and long term needs for the treatment of residual municipal waste.

The Partnership has a statutory duty to make arrangements for the disposal of municipal waste arising in its administrative area. However, the delivery of waste management services presents a major challenge, not only due to new legislation that is fundamentally changing the current landfill-based means of dealing with waste in the UK, but also more stringent regulatory standards. Public awareness and expectations in relation to improved environmental standards are rising. These factors, coupled with reducing landfill void capacity, mean that the Partnership cannot continue to rely on landfill disposal for its residual waste remaining after minimisation, reuse and recycling.

The purpose of this Descriptive Document is to outline:

- The challenges facing the Partnership;
- The Partnership's strategy for meeting these challenges; and
- Main principles of the Project for the provision of a residual waste treatment solution.

This Descriptive Document is to be used as a general reference document for Participants who are interested in bidding for the Project. Further detail, scope and definition of the Project is provided in the ITPD and Appendices including, but not limited to, the Authority's Requirements (which also contains the Performance Management Framework) at Appendix 6.

This Descriptive Document comprises of 7 sections:

- Section 1 provides a brief introduction to the Prosiect Gwyrdd Partnership and a brief profile of the Partners involved;
- Section 2 outlines the strategic context for the Partnership's management of waste and the drivers for change;
- Section 3 outlines the existing service provision and performance including waste profiles and composition;
- Section 4 provides an overview of the contract objectives and the service requirements;
- Section 5 provides a summary of the Partnership's affordability assessment for the Project;
- Section 6 outlines the required approach regarding sites for the facility(ies) and planning permission; and

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- Section 7 provides a summary of the Partnership's procurement strategy and gives instructions to Participants on their engagement with the process.

For further general Project information, including a copy of the Outline Business case 2008 and Outline Business case addendum, please go to: www.etenderwales.bravosolution.co.uk or the published Project website <http://www.prosiectgwyrdd.co.uk>

Please note that all dates, time periods and figures in relation to values and volumes specified in this Descriptive Document are approximate only and the Partnership reserves the right to change any or all of them.

In the event of any inconsistency or conflict between the contents of the IDD and this Descriptive Document, Participants shall promptly, and in any event within two days of becoming aware, notify the Partnership in writing. The Partnership shall, as soon as reasonably practicable, issue a clarification to confirm how such conflict has been resolved.

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EXECUTIVE SUMMARY

The Prosiect Gwyrdd Partnership arose from the joint need of Caerphilly County Borough Council, the County Council of the City and County of Cardiff, Monmouthshire County Council, Newport City Council and the Vale of Glamorgan (together the "Partnership") to procure waste treatment facilities for their residual municipal waste. Concerns about the production of large quantities of municipal waste and the resulting negative impact on the environment as a result of its continued disposal to landfill further motivated the five Partners to seek a solution to their mutual problems.

The arguments for change are compelling from an environmental and sustainability perspective; there are also potentially significant economic benefits. Disposal to landfill is considered to be the least favourable waste management option and is at the bottom of the hierarchy of waste solutions. Consequently, disposal to landfill is no longer considered a medium to long term option by the Partnership.

The Welsh Assembly Government ("WAG") has made it clear that future strategic direction and resources will be directed towards local authority policies which are based on very high levels of recycling and composting. Nevertheless, and even with these challenging targets achieved, there will remain significant levels of residual waste which must be treated through techniques offering the best balance of environmental and economical benefits.

Each of the five Partners will deliver their own solutions to achieve the source segregated recycling and composting levels required by WAG, and some have already invested considerable funds to deliver the infrastructure necessary to develop services further.

The Partnership has entered into a Joint Working Agreement ("JWA1") to formalise their respective roles and responsibilities in relation to the joint working arrangements for the procurement of the Project. The Partnership has adopted a Lead Authority Model supported by a Project Team, Project Board, a Joint Committee and the members of each Partner. The Project Board and the Joint Committee will oversee the progress and implementation of the Project, to give the Project strategic direction and to be responsible for certain key reserved decisions. There are also a number of key decisions that will need to be referred to each council for decision. The Project Team will manage the day to day running of the Project and will be responsible for implementing decisions of the Project Board, the Joint Committee and the authorities. The structure will ensure an efficient decision making process during the period of the procurement up until contract close.

The Partnership aims to meet the national targets for maximising waste as resource through the MSW recycling and composting targets, and procuring a waste treatment solution, to minimise the MSW that is sent to landfill to a maximum of 5 % of the Partnership's MSW arising in 2024/25. In achieving this aim, the Partnership wishes to minimise the environmental impact of that service provision and to establish a sustainable, cost effective regional solution for the management of waste for the Partnership within the legislative frameworks..

The key driver for the Partnership is to secure a sustainable solution that achieves the necessary diversion of municipal waste from landfill and the diversion of biodegradable municipal waste to achieve its LAS targets. Total municipal waste arising in the administrative areas of the Partnership in 2008/09 was 459,964 tonnes of which 162,772 tonnes was recycled or composted and 297,192 tonnes was consigned to landfill. By way of guidance only but without warranty as to future projections, current projections (allowing for growth, waste minimisation and improved recycling) are that approximately 30% to 35% (which equates to approximately 200,000 to 220,000 tonnes in year 2024/25) of the total municipal waste arising in the administrative areas of the Partnership will need to be treated pursuant to the Project.

A Reference Project has been developed by the Partnership assessing a number of key parameters including (but not limited to) waste arisings, site availability, location, technology options, compliance with local and national targets/strategy and cost. The Reference Project has been proposed for the purposes of the Partnership's Outline Business Case ("OBC") only and the Partnership does not

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anticipate requesting Participants to submit a mandatory solution based on the Reference Project. However, the Partnership reserves the right to require Participants to provide solutions based on key sensitivities such as (but not limited to) different funding structures. Further details will be provided at each stage of the Competitive Dialogue Procedure.

The Prosiect Gwyrdd Partnership does not intend to specify a particular technology solution for the Project and will, therefore, consider any technology solution that meets the Partnership's requirements which will be assessed in accordance with the evaluation methodology for the Project. The Partnership also intends to make a site available for the purposes of the Project (the "Optional Site") although Participants may, if they prefer, put forward their own site(s).

It is envisaged that the contract be procured as a Public Private Partnership for the treatment and disposal of the Partnership's municipal residual waste with revenue support being provided by WAG. The Project may include (without limitation) provision for the design, build, finance and operation of a residual waste treatment facility(ies) and/or a merchant waste treatment facility(ies).

Dependant on the solution proffered, the expectation is that financing for the Project will be predominantly, if not wholly, procured from private finance. However, the Partnership reserves the right to provide or procure capital contributions and/or finance for the Project from other sources including (but not limited to) prudential borrowing and/or the European Investment Bank.

While the Partnership envisages a contract period of approximately 25 (twenty five) years with an option to extend by a further 5 (five) years, the actual contract period will be determined by best value considerations during the Competitive Dialogue Procedure and may also be dependent on financial market conditions. For the avoidance of doubt, a 25 (twenty five) plus 5 (five) years duration is indicative only and is not intended to specify the maximum or minimum length of the contract.

The Solution must meet the Partnership's output requirements which are currently anticipated to include all treatment output, rejects and residues from the facility(ies) including (but not limited to) the marketing and sale of recyclable materials, compostable materials, other materials recovered, loading and onward transport to final destinations including the provision of landfill for residues to the extent necessary. The Partnership reserves the right to explore with the Participants during the Competitive Dialogue Procedure the provision of information and visitor facilities and the potential for marketing any energy (heat and/or power and/or electricity) produced by the solution to neighbouring users and/or the Partnership and/or to the National Grid and/or to other users.

The procurement is not intended to include any of the collection functions of the Partnership. Dependant on the solution proffered some ancillary waste management services such as (but not limited to) transfer stations, bulking and haulage operations may be required. This will be the subject of dialogue. The potential for the facility(ies) to cater for commercial and industrial waste and waste from other public sector organisations may also be explored during the dialogue.

In summary, it is envisaged that Prosiect Gwyrdd may become the most significant waste management collaboration between local authorities in Welsh history with funding support from WAG, and that the Project will become a substantial partnership between the public and private sectors.

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SECTION 1

1 Introduction to Prosiect Gwyrdd

1.1 *The Prosiect Gwyrdd Waste Partnership*

- 1.1.1 Prosiect Gwyrdd is a partnership of five local authorities in South East Wales comprising Caerphilly County Borough Council ("Caerphilly CBC"), the County Council of the City and County of Cardiff ("Cardiff Council"), Monmouthshire County Council ("Monmouthshire CC"), Newport City Council ("Newport CC") and the Vale of Glamorgan Council (the "Vale of Glamorgan") (together the "Partnership" and each individually a "Partner"). The Partnership is working collaboratively at both Elected Member and Officer levels, with a Joint Scrutiny Committee, a Joint Committee and a Project Board.
- 1.1.2 The Partnership's objective is to provide a sustainable, cost effective, long term residual waste treatment solution to minimise the use of landfill and the environmental impacts from waste disposal in accordance with all legislation, guidance and policies including (but not limited to) the principles of the Regional Waste Plan.

1.2 *Overview of Geography*

- 1.2.1 The South East Wales Region comprising 10 local authorities, is home to just under half the population of Wales: 1,350,000 people in 545,000 households. There are three distinct parts to the region, each presenting different challenges for waste management:
- The cities of Cardiff and Newport with a population of some 460,000 in an area of 80 sq miles at high densities and with pressure for development.
 - The 'valleys' areas with about 615,000 people in about 400 sq miles broadly characterised by linear urban communities with a long experience of population loss away from the recent growth points where the valleys meet the M4 corridor.
 - The rural areas of south Powys, Monmouthshire and the coastal plain spread over 1,700 sq miles, about 77% of the region, with a population of some 275,000 at low densities and with significant areas of strong pressures for growth.
- 1.2.2 The Project brings together 5 of the 10 local authorities that make up the South East Wales Region that are a diverse group of authorities from the valleys, border and coastal plain of South East Wales with a collective population of 863,968 and 365,305 households. The Partners face common challenges in developing waste management practices, along with individual challenges such as remoteness and high levels of multiple deprivations.
- 1.2.3 The geography, economic and demographic make up of each of the Partners' areas varies significantly. The data below gives some indication as to the broad range within the Partnership:
- 1 Caerphilly County Borough Council covers approximately 28,000 hectares including the communities of Rhymney, Markham, Hollybush, Ystrad Mynach, Caerphilly, Blackwood, Machen, Risca, Nelson, Crosskeys, Crumlin and Hafodrynys, etc. The authority is located north of Cardiff and is the fourth largest unitary authority in Wales. There are good transportation links, the M4 motorway being easily accessible to the South, the Heads of

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Valleys Road to the North, and train links to Cardiff from Rhymney, Caerphilly and Risca. The population currently stands at approximately 170,000 with 75,000 properties;

- 2 Cardiff Council encompasses a vibrant historic capital city which is currently undergoing significant modernisation, extending the already successful development of Cardiff Bay. It has excellent transport links, with the M4 motorway running through the authority and rail links to South West Wales, the Valleys to the North, Mid Wales and South West England. The population is currently estimated at 318,000 with 131,000 households. 50,000 of these residents are rated as being in the worst 10% of multiple deprivation levels in Wales: more people living in multiple deprivation than any other unitary authority in Wales;
- 3 Monmouthshire County Council is the largest of the Partners, covering an area of 88,000 hectares but with a population of approximately 87,000 is also the least densely populated. The 39,000 households are spread throughout a predominantly rural area with key population centres in the market towns of Abergavenny, Chepstow and Monmouth. The authority is home to the Wye Valley Area of Outstanding Natural Beauty and the Brecon Beacons National Park on its northern boundary. As a result the local economy is partially reliant on tourism, this accounting for 25% of employment in the area;
- 4 Newport City Council has a multi-cultural population of 139,000 living in approximately 59,000 households, set to grow to 60,000 properties. It is an authority with strong industrial heritage that is expanding its electronics and financial sectors. Covering approximately 19,000 hectares, the City is well linked to Southern Wales and South West England via the M4 motorway and rail links;
- 5 Vale of Glamorgan Council bounded to the North by the M4 motorway, with coastline making up its southern boundary covers approximately 33,000 hectares. The authority has excellent rail and road links as well as being home to Cardiff International Airport. The population of approximately 123,000 and 54,000 households covers the communities of Barry, Rhoose, Penarth, Penmark, Llantwit Major, Cowbridge and Dinas Powys.

1.2.4 As unitary authorities, the Prosiect Gwyrdd Partners are responsible for the collection (as Waste Collection Authorities ("WCAs")) and disposal (as Waste Disposal Authorities ("WDAs")) of municipal waste and recyclate from the kerbside, bring banks and the provision of Household Waste Recycling Centres ("HWRCs"), as well as for disposal and treatment services.

1.2.5 Appendix 1 to this Descriptive Document shows the Partnership's administrative area, along with sites receiving or intending to receive waste for landfill.

1.3 Project Aims

1.3.1 The Prosiect Gwyrdd Partnership has the following aims for the Project:

- A commitment to meet WAG's anticipated targets for waste management set out in Towards Zero Waste Consultation for Municipal Waste Management in Wales April 2009;
- To minimise the environmental impacts of the Partners' residual waste management operations;
- To maximise economies of scale by working in partnership;
- To provide best value for the Partners' tax payers;
- To establish a sustainable, cost effective regional solution for the treatment of waste for the Partnership;
- To comply with the necessary terms and conditions associated with the approved WAG funding.

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1.4 Governance - Joint Working Agreement and the Joint Committee

- 1.4.1 The Partnership has entered into a Joint Working Agreement ("JWA1") to formalise their respective roles and responsibilities in relation to the joint working arrangements for the procurement of the Project. The Partnership has adopted a Lead Authority Model supported by a Project Team, Project Board, a Joint Committee and the members of each Partner. There are also a number of key decisions that will need to be referred to each council for decision. The JWA1 sets out that the Project Board and the Joint Committee will oversee the progress and implementation of the Project, to give the Project strategic direction and to be responsible for certain key reserved decisions. The Project Team will manage the day to day running of the Project and will be responsible for implementing decisions of the Project Board, the Joint Committee and the authorities.
- 1.4.2 The Partnership is very keen to work together to manage their waste treatment services and this Project, supported by the agreed and signed JWA1, is the first step in achieving this joint aim.
- 1.4.3 Cardiff Council will act as the lead authority for the procurement process (the "Lead Procurement Authority"). The Lead Procurement Authority shall be responsible for the negotiation of the Project Agreement with the Participants and shall, in consultation with the other Partners, endeavour to achieve the Most Economically Advantageous Tender for the Partnership.
- 1.4.4 It is anticipated that the authority that host the final solution will act as the lead authority (the "Lead Contracting Authority") on behalf of the Partners and enter into the Project Agreement with the Contractor. However, the Partnership reserves the right to change this and will confirm who will act as the Lead Contracting Authority during the Competitive Dialogue Procedure.
- 1.4.5 A second Joint Working Agreement ("JWA2") (to be negotiated in parallel with the Project Agreement) will regulate the relationship between the Partners during the works and the services period of the Project.
- 1.4.6 With reference to the Joint Committee, the JWA1 sets out the committee's terms of reference in further detail. Each Partner has appointed two representatives to the Joint Committee and these are empowered to agree matters on behalf of their Partner. Please see Table 1a below for further details of the members of the Joint Committee. All the other individuals in Table 1a are required to attend the meeting but will not vote.

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Table 1a Joint Committee Membership

Joint Committee Membership	Partner	Portfolio
Name		
Cllr Mark Stephens (Chair)	Cardiff Council	Finance
Cllr Margaret Jones	Cardiff Council	Environment
Cllr Collin Mann	Caerphilly CBC	Finance
Cllr Lyn Ackerman	Caerphilly CBC	Environment
Cllr Phil Murphy	Monmouthshire CC	Finance
Cllr Bryan Jones	Monmouthshire CC	Environment
Cllr David Fouweather	Newport CC	Environment
Cllr William Routley	Newport CC	Transport
Cllr Gordon C. Kemp	Vale of Glamorgan	Finance
Cllr Geoff Cox	Vale of Glamorgan	Environment
<i>Non Voting Attendees:</i>		
Christine Salter	Cardiff Council	s151 Officer to Joint Committee
Kate Berry	Cardiff Council	Monitoring Officer to Joint Committee
Stephen Davison	Newport CC	Senior Responsible Officer
Committee Clerk	Newport CC.	Alison Brown Julie Eales

1.5 *Project Board and the Project Team*

- 1.5.1 A Project Board has been established by the Partnership to oversee the delivery of this procurement process and to ensure key decisions are taken at the appropriate time and adequate resources are made available to support the process.

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1.5.2 The Project Board is chaired by Stephen Davison, as the Senior Responsible Officer, who also represents Newport CC as the Head of Public Protection and Environmental Services. The four other Partners are represented by the Executive Officers for Caerphilly CBC, Cardiff Council, Monmouth CC, and Vale of Glamorgan. Please see table 1b for further details.

1.5.3 All other individuals in table 1b including the Project Manager, the legal, procurement and technical officers for each Partner shall also be entitled to attend the meetings of the Project Board but not vote.

Table 1.b Project Board Membership

Project Board Name	Role Role	Partner Partner
Anthony O' Sullivan	Project Champion	Caerphilly CBC
Senior Responsible Officer Stephen Davison	Chair & Business Advisor	Newport CC
<u>Project Executives</u>		
Mark Williams	Business Advisor	Caerphilly CBC
Ruth Chapman	Business Advisor	Cardiff Council
Dave Harris	Business Advisor	Monmouthshire CC
Cliff Parish	Business Advisor	Vale of Glamorgan
Non Voting Attendees		
<u>Internal Advisors (non-voting attendees)</u>		
Tara King	Project Manager	Project Team
Elizabeth Weale	Project Assurance	Lead Legal Officer Cardiff CC
Elizabeth Lucas	Project Assurance	Head of Procurement Caerphilly CBC
Chris Barton	Project Assurance	Head of Finance Newport CC
Jason Conibeer	Project Administrator	Project Team

1.5.4 A Project Team has also been set up to manage the day to day running of the Project and to be responsible for implementing decisions of the Project Board, the Joint Committee and the authorities. The Project Team and external advisors are described in section 1.3 of the ITPD is made up of the

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Partnership's employees, a Partnerships UK Transactor and the Partnership's external advisors who have specialist financial, technical, insurance and legal skills. The core team responsible for undertaking the work necessary to deliver this Project are provided in Table 1.1 of section 1.3 of the ITPD.

1.5.5 In addition, specialist support will be sought as necessary throughout the Project (e.g. risk management and communications).

1.5.6 Please note that the individuals listed in tables 1a, 1b and the Project Team (Tables 1.1 and 1.2 of section 1.3 of the ITPD) may change at any time throughout the Competitive Dialogue Procedure.

1.6 Business Decisions

1.6.1 The Partnership has concluded a detailed analysis of the requirements for managing the Partnership's residual waste. This detail and the recommendation to conduct an EU procurement following the Competitive Dialogue Procedure is contained in the Partnership's OBC. Please see the foreword to this Descriptive Document for further details on how to obtain a copy of the OBC.

1.6.2 A report common to all authorities, "Municipal Residual Waste Treatment – Procurement", which was developed using information from the OBC, has been presented to the Executive/Cabinet Members of each of the Partners. The final OBC agreement and authority to proceed was ratified by each Partner as follows:

Table 1c The Partnership's Decisions

PARTNER	APPROVAL OF OBC	APPROVAL TO PROCEED TO PROCUREMENT CABINET/ EXECUTIVE	FULL COUNCIL DECISION
CAERPHILLY CBC	04 DECEMBER 2008	21 July 2009	28 July 2009
CARDIFF COUNCIL	09 DECEMBER 2008	11 June 2009	25 June 2009
MONMOUTH	07 JANUARY 2009	03 June 2009	30 July 2009
NEWPORT CC	17 DECEMBER 2008	26 May 2009	29 June 2009
VALE OF GLAMORGAN	17 DECEMBER 2008	03 June 2009	30 June 2009

1.6.3 Specifically, the Partners each agreed:

- the text of the updated OBC (OBC Health-Check Addendum May 2009);
- to follow a strategic approach to the development of the evaluation criteria;
- that the site at Tatton Road, Newport would be made available to Participants as the Partnership's Optional Site but the Partnership would not preclude Participants bringing forward proposals based on other sites;
- budgets to meet the Projected Project Costs to Financial Close;
- the affordability position of each Partner in relation to the Project;

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- to enter into a Joint Working Agreement together (i.e. the JWA1);
- that Cardiff Council would act as the Lead Procurement Authority on behalf of the Partnership throughout the Competitive Dialogue Procedure;
- that a stakeholder consultation would be carried out;
- that the Contract Notice should be published; and
- that any recommendation to appoint the Preferred Bidder and award the contract is a matter reserved to the council of each Partner at the appropriate time.

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SECTION 2

2 Strategic Context

2.1 Purpose

- 2.1.1 This section sets out the strategic context shaping the future procurement of the Partnership's residual waste management services.
- 2.1.2 The changes in the Partnership's approach to waste management are being driven by changes in attitudes towards waste disposal. This drive stems from EU legislation which has been transposed into UK legislation. The result has been the introduction of targets to reduce BMW waste being sent to landfill and to increase alternative waste management solutions.
- 2.1.3 A number of waste legislation, guidance and policies are relevant to the procurement of the Project such as (but not limited to):
- European Union Landfill Directive 1999;
 - Waste and Emissions Trading Act 2003;
 - Landfill Allowance Scheme (Wales) Regulations 2004;
 - Landfill Tax;
 - National Waste Strategy;
 - The Partners' Individual Municipal Waste Strategies;
 - National Planning Policy;
 - Regional Waste Plan; and
 - Local Planning Policies.

2.2 European Union Landfill Directive 1999

- 2.2.1 The European Union Landfill Directive 1999 set challenging targets aimed at reducing the amount of biodegradable municipal waste ("BMW") that can be sent to landfill in all member states. These targets are as follows:
- By 2010*, to reduce BMW landfill to 75% of that produced in 1995;
 - By 2013*, to reduce BMW landfill to 50% of that produced in 1995; and
 - By 2020, to reduce BMW landfill to 33% of that produced in 1995
- (* Includes a 4-year extension for the UK).
- 2.2.2 These targets have been cascaded down to local authorities through the allocation of landfill allowances as set out below.

2.3 Waste and Emissions Trading Act/Landfill Allowance Scheme (Wales) WAG Regulations 2004

- 2.3.1 In 2003, the UK Government enacted the Waste and Emissions Trading Act (the "WET Act"), which is now viewed as one of the key drivers for change in waste management. In Wales, under powers conferred by the WET Act the Landfill Allowance Scheme (Wales) Regulations 2004 ("LAS Wales") were made by WAG on 8 June 2004. The scheme has cascaded targets down to the individual local authorities through the allocation of landfill allowances on the tonnage of BMW that can be disposed to landfill in any given year up to 2020. Penalties for sending more tonnes of BMW to landfill than the level of

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allowances held will result in fines of £200 per tonne of BMW, plus potentially any infraction fines from the EU in the event that Wales as a whole does not meet its targets.

2.4 Current LAS Targets for Each Partner¹

Table 2a LAS Allowances

	2009/10	2012/13	2015/16	2019/20
Caerphilly CBC	45,213	27,862	24,305	19,563
Cardiff Council	71,575	47,797	41,692	33,557
Monmouthshire CC	20,434	13,712	11,962	9,628
Newport CC	30,693	19,192	16,742	13,475
Vale of Glamorgan	25,063	17,570	15,327	12,336

2.5 Other Fiscal Measures

2.5.1 The introduction of Landfill Tax in 1996 has significantly increased the Partnership's waste management costs by levying an additional charge on every tonne of waste that is disposed of in a landfill site. The current rate of landfill tax for active wastes is £48 per tonne. The UK Government has confirmed that it will rise at a rate of £8 per tonne until at least 2014/15.

2.6 Welsh Waste Strategy

2.6.1 WAG published 'Wise about Waste: the National Waste Strategy for Wales' in June 2002. The primary objectives of the strategy are two-fold:

- To make Wales a model for sustainable waste management; and
- To comply with the requirements of relevant EU and UK legislation.

2.6.2 The strategy sets out a number of targets for municipal waste arising, waste reduction and recycling / composting in Wales, as follows:

- By 2010, achieve a reduction in waste produced to an equivalent of at least 10% of the 1998 arising figure;
- By 2009/10 (and to apply beyond), waste arising per household should be no greater than those (for Wales) in 1997/98;
- By 2020, waste arising per person should be less than 300kg per annum; and
- By 2009/10 and beyond, at least 40% recycling / composting with a minimum of 15% composting (from source segregated materials only) and a minimum of 15% recycling.

2.6.3 The Wise about Waste strategy is currently being revised to reflect the progress that has been made since its initial publication. The Department of Environment, Sustainability and Housing in Wales has recently made a series

¹ As at March 2009 "Revision of the Landfill Allowance Scheme"

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of policy statements and a paper was published in April 2009 for consultation, entitled 'Towards Zero Waste'. This paper sets out proposed new targets (as set out below in Table 2.b) for waste recycling and composting, landfill and residual waste treatment for consultation. The formal strategy is anticipated to be published in 2010 and will be underpinned by a Municipal Waste Sector Plan.

Table 2.b Proposed Waste Recycling, Composting & Waste Treatment Targets²

	2009/10	2012/13	2015/16	2019/20	2024/25
Minimum levels of recycling/composting	40%	52%	58%	64%	70%
Minimum proportion of reuse/recycling/composting that must come from source separation (kerbside, bring and/or civic amenity (CA site))	80%	80%	80%	80%	80%
Minimum levels of composting (or AD) of source separated food waste from kitchens as part of the combined recycling/composting target above		12%	14%	16%	16%
Maximum level of landfill				10%	5%
Maximum level of residual household waste per person per annum		295kg	258kg	210kg	150kg
Maximum level of energy from waste ³			42%	36%	30%

² Towards Zero Waste – One Wales: One Planet Consultation April 2009 Draft Strategy for Wales 2010-2050

³ The WAG limit as set out in Towards Zero Waste – One Wales: One Planet Consultation April 2009 Draft Strategy for Wales 2010-2050 is net of bottom ash recycling

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2.6.4 In order for the Partnership to guarantee that they will make the LAS targets up until 2019/20 it is necessary for the Partnership to both itself obtain high recycling and composting rates and to procure a waste treatment solution (the latter of which makes up this Project).

2.6.5 However, please note that any waste treatment solution which proposes EfW technology will also be subject to WAG's targets (as agreed and/or amended in the OBC). The reason for this cap is to ensure that local authorities continue to strive to meet their source segregated recycling and composting targets. As set out in the Contract Notice, the Partnership is technology neutral and any Solutions containing EfW by technology must comply with these targets.

2.7 *The Partners' Individual Waste Management Strategies*

2.7.1 The Partners have each produced a waste strategy. However, due to the speed of change and the variation in targets and preferred solutions required by WAG, these strategies are not an accurate reflection of current collection, recycling and disposal requirements. For instance, a number of the Partners' implemented services go beyond those described in their current waste strategies in order to further increase recycling and composting rates. As these strategies have been superseded, the Partnership does not anticipate distributing copies, but copies can be available on request.

2.7.2 However, the Partnership has agreed a set of technical assumptions and service delivery aspects such that there is clear understanding of the waste types and flows that will comprise the waste flows in the Project. This shall include reference to the Partnership's sustainability policies. Details of the technical assumptions and service delivery aspects are set out in section 4 of this Descriptive Document and will be updated during the Competitive Dialogue Procedure.

2.8 *National Planning Policy*

2.8.1 *The Planning Policy Wales* sets out WAG's planning policies for Wales. Specifically, that local authorities must ensure that any policies in development plans facilitate the delivery of the waste management objectives in the Wales Waste Strategy (as set out in section 2.6 above) and meet the obligations required by EU and national legislation.

2.8.2 *The Technical Advice Note (Wales) 21* on waste provides more detailed guidance, stating that development plans should facilitate the delivery of the Wales Waste Strategy on the ground by adopting a sustainable approach to waste management. In particular it states that policies should provide clear guidance for new waste infrastructure indicating suitable locations or types of locations that may be acceptable.

2.9 *Regional Waste Plan*

2.9.1 The *South East Wales Regional Waste Plan* provides a land use framework to facilitate the development of an integrated network of facilities to treat and dispose of waste in South East Wales in such a way that has regard for the Wales Waste Strategy, satisfies modern environmental standards and meets targets set by EU and national legislation.

2.9.2 The document was originally agreed in March 2004 and a first review of the plan was approved by the constituent authorities of South East Wales in July

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2008. The review sets out a Regional Waste Plan indicating the preferred mix of waste management and resource recovery technologies (and associated capacities) for managing the forecast waste arising of all controlled waste streams, together with a spatial element to guide the location of new facilities.

2.10 Local Planning Policies

2.10.1 The approved and emerging waste specific planning policies for the five Partners are set out in Appendix C.

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SECTION 3

3 Existing Service Provision and Projected Performance

3.1 Introduction

- 3.1.1 The Partnership's MSW arising is currently managed by a total of 212 "Bring Sites", 15 HWRC sites, 9 composting facilities, 6 waste transfer stations, 4 MRFs and a number of landfill facilities. In summary, the Partners are recycling and composting on average 41% of their total Municipal Solid Waste ("MSW") arising and depending heavily on landfill sites to dispose of their residual waste.

3.2 Existing Waste Management Arrangements

- 3.2.1 Please see Appendix B of this Descriptive Document which sets out the existing waste management arrangements (including the current contractual arrangements and contract interfaces) of each of the Partners.

3.3 Performance of Existing Arrangements

- 3.3.1 The Partnership's performance in terms of recycling and composting is shown in the tables at Appendix B of this Descriptive Document. The projected rates for 2009/10 are based on current plans and scheme roll-outs and each Partner is expected to recycle or compost 40% or more of its MSW in 2009/10. In addition, the Partnership has declared a commitment to work towards the higher recycling and composting rates being proposed by WAG (as set out in WAG's paper - Towards Zero Waste – One Wales: One Planet Consultation April 2009 Draft Strategy for Wales 2010-2050).
- 3.3.2 As set out in section 2 of this Descriptive Document, in order for the Partnership to guarantee that they will make the LAS targets up until 2019/20 it is necessary for the Partnership to itself obtain high recycling and composting rates and to procure a waste treatment solution (the latter of which makes up this Project). The Partnership is also committed to controlling waste growth and has agreed to work towards a combined growth rate reducing to 0.55% per annum.
- 3.3.3 However, increased investment will be needed to further develop the recycling and composting schemes for the Partners beyond current plans in order to meet all of WAG's proposed targets. Whilst the scope of this Project does not include the following the operation of or the provision of new:
- (a) Source segregated recycling and composting schemes (for the avoidance of doubt, Participants may submit Solutions based on recycling and/or composting (except for source segregated recycling and composting schemes) at any site proposed by the Participant or on the Optional Site in its Solution);

Kerbside collection;

HWRCs; and

Bring banks,

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- 3.3.4 It is recognised that these services play a core role in determining the composition of the residual waste to be managed through the Project. It is therefore important for Participants to consider these services in parallel with the requirements of this Project.

3.4 *Waste Arisings*

- 3.4.1 As set out in the Contract Notice by way of guidance only but without warranty as to future projects, current projects (allowing for growth, waste minimisation and improved recycling) are that approximately 30% to 35% of the total municipal waste arising in the administrative areas of the Partnership will need to be treated pursuant to the Project.
- 3.4.2 Please see Section 3.13 of the Output Specification which sets out the approximate forecast of Contract Waste arising for the Partnership until 2040, based on the waste flow modelling that has been undertaken.
- 3.4.3 The forecast amount of Contract Waste to be treated pursuant to this Project will be based on waste flows for each Partner working towards achieving the recycling and composting targets (including food waste) proposed by WAG in the consultation paper issued in April 2009⁴. The waste flow modelling is discussed in further detail in section 3.6 below. The only exception is that the final proposed target in 2024/25 will be replaced by 65% source-segregated recycling and composting. These figures have been incorporated within the OBC which has been approved by the Partnership and WAG. The waste flow modelling will be based on assumptions on the type and quantity of each material to be diverted through recycling and composting to determine the composition of residual waste requiring treatment.
- 3.4.4 As set out in section 2.6.6 above, any Solution which proposes EfW technology will also be subject to WAG's additional targets (as agreed and/or amended in the OBC). In relation to any Solution proposing EfW technology, it is therefore recognised that there may be surplus residual MSW above WAG's caps as agreed and/or amended in the OBC and the Partnership anticipates this surplus may require disposal to landfill.
- 3.4.5 The potential for the facility(ies) to cater for commercial and industrial waste and waste from other public sector organisations may also be explored during the Competitive Dialogue.

3.5 *Waste Composition*

- 3.5.1 Table 3.b below sets out the indicative waste composition of Contract Waste which has been projected from waste flow modelling undertaken by the Partnership and is largely based on a composition survey undertaken in July 2009. Further information on waste composition is anticipated to be provided during the Competitive Dialogue Process following the completion of the 12 month waste composition analysis that started in July 2009.

⁴ Towards Zero Waste – One Wales: One Planet Consultation April 2009 Draft Strategy for Wales 2010-2050

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Table 3.a Indicative Contract Waste Composition

Material	2015/16	2019/20	2024/25
Glass	2.66%	1.94%	1.95%
Paper/Card	11.02%	7.62%	7.61%
Cans/Metals	3.12%	2.51%	2.51%
Plastics	9.24%	8.38%	8.34%
Textiles	5.80%	6.32%	6.33%
Green waste	5.36%	4.88%	4.84%
Kitchen waste	15.26%	12.65%	12.69%
Timber	4.29%	5.07%	5.09%
WEEE	2.74%	3.18%	3.18%
Potentially hazardous	0.40%	0.47%	0.48%
Miscellaneous combustibles	26.23%	30.94%	30.99%
Miscellaneous non-combustibles	7.57%	8.63%	8.60%
Hazardous waste	0.65%	0.77%	0.77%
Fines	5.64%	6.64%	6.63%

3.6 Waste Flow Modelling

3.6.1 Data and Assumptions

3.6.2 The data and assumptions used in the waste flow modelling on baseline waste arisings, waste composition, waste growth rates, and the Partner Authorities service improvements required to meet the WAG targets are summarised in Appendix 10 Technical Assumptions of the ITPD.

3.6.3 The waste flow models were created to show the performance required to achieve the targets set by WAG wherever possible. It has been assumed that the differential in target between 65% (to be met by each local authority through source segregated recycling and composting,) and final target of 70% recycling and composting Target to be achieved in 2024/25 will be met within the Solution through the treatment of the Contract Waste that will produce reusable process products and/ or residues that will be diverted from landfill. This is the basis for the Recycling target specified in the Partnership's Requirements.

3.6.4 The models take into account the services that the Partners propose to implement in the coming years. To meet the early targets 2012/2013 the expansion of existing services and the introduction of food waste recycling collection services is considered sufficient. For the later targets 2019/2020 and 2024/25, it will be necessary for the Partners to maximise the materials recovered for recycling and to achieve high participation rates in all their services.

3.6.5 Introducing a limit of 150kg of residual waste per household by 2024/25 remains challenging. Whilst encouraging waste minimisation practises will be beneficial, this approach could affect the ability to achieve other targets. For example, whilst home composting could remove some food waste from the waste stream, it could affect the possibility of achieving the statutory 12% food waste composting rate.

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- 3.6.6 It should be noted that the waste flow models reflect the information provided by the Partners and are based on reasonable assumptions. The waste flows may change as external parameters such as consumer habits change in future years.
- 3.6.7 Performance against Targets
- 3.6.8 The performance of each Partner against the WAG targets is summarised below. The waste flows have been based up on assumptions such that the Partner's Landfill Allowances may be met through source segregated recycling and composting (or Anaerobic Digestion) prior to service commencement of the Prosiect Gwyrdd Solution.
- 3.6.9 The Partnership envisages that WAG's limits on residual household waste arisings per person per year are much more difficult to achieve, particularly in 2024/25.
- 3.6.10 It should be noted that the waste flows are theoretical; actual recycling and composting levels will depend on each Partner securing appropriate participation levels, the level of contamination, the actual schemes implemented and the availability of funding. The actual waste composition may depend upon a number of factors including but not limited to future manufacturing trends and purchasing behaviour.

Table 3.b: Performance Against Targets

	Year commencing April				
	2009	2012	2015	2019	2024
Recycling/composting (exc IBA)					
Caerphilly	43.2%	52.4%	57.6%	66.5%	66.5%
Cardiff	40.6%	52.9%	58.2%	63.9%	64.0%
Monmouthshire	46.2%	53.1%	58.3%	63.7%	63.7%
Newport	46.9%	57.1%	60.8%	65.0%	65.0%
Vale of Glamorgan	43.0%	57.9%	61.5%	67.3%	67.3%
Recycling/composting (inc treatment product recycling)					
Caerphilly	43.2%	52.4%	61.9%	72.8%	72.8%
Cardiff	40.6%	52.9%	62.7%	71.3%	71.4%
Monmouthshire	46.2%	53.1%	63.2%	71.3%	71.3%
Newport	46.9%	57.1%	65.1%	72.1%	72.1%
Vale of Glamorgan	43.0%	57.9%	65.8%	74.3%	74.3%
<i>WAG target</i>	<i>40%</i>	<i>52%</i>	<i>58%</i>	<i>64%</i>	<i>70%</i>
Food waste					
Caerphilly		12.2%	14.1%	16.4%	16.4%
Cardiff		12.1%	14.0%	16.4%	16.4%
Monmouthshire		12.4%	13.1%	14.6%	14.6%
Newport		12.4%	14.4%	14.4%	14.4%
Vale of Glamorgan		13.0%	14.7%	16.4%	16.4%
<i>WAG target</i>		<i>12%</i>	<i>14%</i>	<i>16%</i>	<i>16%</i>

⁵ Residual household waste per person per year (kg)					
Caerphilly		226	198	150	148
Cardiff		273	247	215	207
Monmouthshire		261	231	202	175
Newport		223	206	187	187
Vale of Glamorgan		245	227	192	191
<i>WAG target</i>		<i>295</i>	<i>258</i>	<i>210</i>	<i>150</i>

- (a) Please note that all dates, time periods and figures in relation to values and volumes specified in this Descriptive Document are approximate only and the Partnership reserves the right to change any or all of them. The information is provided by guidance only and without warranty as to future projections.

⁵ Based upon current waste growth assumptions that will be updated as annual actual data becomes available during the Competitive Dialogue Procedure.

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SECTION 4

4 Overview of Service Requirements

4.1 Project Scope

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

- Detailed design of the facility(ies);
- Provision of finance to build, operate and maintain the facility(ies);
- Application for planning permission, environmental permits and all necessary consents required for the construction and operation of the facility(ies);
- Construction and commissioning of the facility(ies);
- Acceptance of residual MSW at the facility(ies);
- Operation and maintenance of the facility(ies) for the period of the Project Agreement which shall include the reception, treatment and/or recovery of contract waste in accordance with the targets and standards set out in the draft Output Specification;
- The management of storage, treatment, sale, removal and transportation of all products and disposal of all process residues and rejects from the facility(ies);
- The production and management of strategies to maintain the service in the event of the non-availability of any key aspect of the Solution;
- The responsibility for all employment and staffing matters relating to the delivery of the Solution;
- Hand-back or decommissioning of the facility(ies) at the end of the contract period; and
- Any other ancillary services agreed as part of the Competitive Dialogue Procedure in accordance with the Partnership's Contract Notice.

4.1.2 For further details, please see Appendix 6 of this ITPD (Authority's Requirements). Part A of Appendix 6 contains the Authority's Performance Requirements and Part B sets out the Authority's Performance Management Framework.

4.2 Project Objectives and Targets

4.2.1 The overall objective of the Project is the provision of a waste treatment facility(ies) to divert contract waste from landfill and treat waste in an environmentally and economically sustainable and safe manner.

4.2.2 The Solution shall meet the Partnership's output requirements which are currently anticipated to include:

- All treatment output, rejects and residues from the facility(ies) including (but not limited to)
- the marketing and sale of recyclable materials;
- compostable materials;
- other materials recovered;
- loading and onward transport to final destinations including the provision of landfill for residues to the extent necessary.

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- 4.2.3 The Partnership reserves the right to explore with the Participants during the Competitive Dialogue Procedure the potential for marketing any energy (heat and/or power and/or electricity) produced by the Solution to:
- neighbouring users and/or
 - the Partnership and/or
 - the National Grid and/or
 - to other users.
- 4.2.4 The procurement does not intend to include any of the collection functions of the Partnership.
- 4.2.5 Dependant on the Solution proffered some ancillary waste management services such as (but not limited to) transfer stations and bulking and haulage operations may be required. This will be the subject of dialogue.
- 4.2.6 The potential for the facility(ies) to cater for commercial and industrial waste and waste from other public sector organisations may also be explored during the dialogue.
- 4.2.7 The Partnership reserves the right to explore with the Participants during the Competitive Dialogue Procedure the provision of information and visitor facility(ies).
- 4.2.8 The Partnership intends to make a site available for the purposes of the Project, the Optional Site, to Participants although Participants may, if they prefer, put forward their own site(s).

4.2.9 Objectives

Objective 1

- 4.2.9.1 The Contractor shall provide a Solution that will comply with all legislation, guidance, policies and good industry practice including but not limited to:
- WAG targets for waste management;
 - all relevant environmental legislation;
 - the Landfill Allowance Scheme (LAS) Regulations (Wales) 2004 which includes (but is not limited to) the diversion of waste and biodegradable fraction from landfill; and
 - the Government Sustainability Agenda.

Objective 2

- 4.2.9.2 The Contractor shall provide a Solution that minimises, where practicable, the exportation of recyclable and recoverable materials outside the Partnership's administrative area.
- 4.2.9.3 The Solution shall meet the Partnership's output requirements set out in paragraphs 4.2.2 and 4.2.3 above.

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Objective 3

- 4.2.9.4 The Contractor shall deliver a Value for Money Solution to support the Partnership in discharging its statutory duty in relation to the management and disposal of MSW, within the budgets and constraints identified in the OBC.

Objective 4

- 4.2.9.5 The Contractor shall provide a Solution which enables innovation, continuous improvement of service and technology and provide a flexible, modern, long term, environmentally and economically sustainable solution that will meet the Partnership's and WAG's requirements for the management of residual waste as detailed in the OBC and documentation to be issued during the Competitive Dialogue Procedure.

Objective 5

- 4.2.9.6 The Contractor shall deliver a Solution that reflects an acceptable allocation of risk between the parties and an appropriate profit share mechanism that is developed to ensure that any benefits are shared in an equitable and transparent way.

4.2.10 Relationship with Other Services

- 4.2.10.1 A Participant's Solution shall be structured so as to ensure a smooth interface between the Solution and the other various processes/contracts used by the Partnership to manage its waste. The interface between the Participant's Solution and the Partnership's current waste management services shall be agreed in the dialogue.

4.2.11 Exclusions from the Service

- 4.2.11.1 The procurement will not include any of the collection functions of the Waste Collection Authorities of the Partnership. In addition, as set out in section 3.3, a Participant's Solution shall not include the operation of source recycling and composting schemes, kerbside collection, HWRCs and existing disposal services or the development of any new facilities for these services. However, as a matter of flexibility, the Partnership may wish to include some ancillary waste management services such as (but not limited to) transfer stations and bulking and haulage operations. For the avoidance of doubt, the exclusion of source recycling and composting schemes from the scope of the Project does not preclude Participant's submitting Solutions based on recycling and/or composting at the Optional Site or on any site proposed by the Participant in its Solution.

4.2.12 Contract Period

- 4.2.12.1 In accordance with the Partnership's Contract Notice, whilst the Partnership envisages a contract period of approximately 25 (twenty five) years with an option to extend by a further 5 (five) years, the actual contract period will be determined by best value considerations during the Competitive Dialogue

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Procedure and may also be dependent on financial market conditions. For the avoidance of doubt, a 25 (twenty five) plus 5 (five) years duration is indicative only and is not intended to specify the maximum or minimum length of the Project Agreement.

4.2.13 *Waste Tonnages and Composition*

4.2.13.1 Further details of the waste tonnages and waste composition are located in section 3 of this Descriptive Document. However, in recognition of potential future waste analysis results and the re-evaluation of growth, the Partnership anticipates that adjustments to the tonnage projections and waste composition will be necessary. For the avoidance of doubt, all dates, time periods and figures in relation to values and volumes specified in this Descriptive Document are approximate only and the Partnership reserves the right to change any or all of them. Participants should therefore regard any current data as being only indicative tonnage estimates.

4.2.14 *Approach to Risk*

4.2.14.1 The Partnership is looking to maximise value for money through the procurement by ensuring that risks are allocated to the party best able to manage those risks. The Partnership anticipates that the risk allocation within the finalised Project Agreement reflects the allocation of risk as set out in HM Treasury's Standardisation of PFI Contracts Version 4 ("SoPC4"), the current waste sector derogations and the draft WIDP Residual Waste Treatment Contract issued on 10th June 2009 (as updated and amended from time to time) and amended to incorporate any project specific issues and/or comment from WAG. A Risk Allocation Matrix is included with this ITPD as Appendix 7. Participants will be requested to confirm their approval to the Partnership's proposed allocation of risk as part of their Outline Solution(s) to be submitted in response to the ITPD.

4.2.15 *Commercial Terms / Contract Structure*

4.2.15.1 It is anticipated that the Project Agreement will follow the draft WIDP Residual Waste Treatment Contract issued on 10th June 2009 (as updated and amended from time to time), amended to incorporate any project specific issues and/or comments from WAG.

4.2.16 *Staffing Issues*

4.2.16.1 As set out in the Contract Notice, there may be TUPE requirements associated with this contract. Further details will be provided at the ISDS stage of this Competitive Dialogue Procedure. At this ISOS stage Participants are to assume that there are no TUPE implications for the purposes of completing the Financial Bid forms (Appendix 5 of the ITPD).

4.2.17 *Authority's Requirements: The Output Specification and Performance Management Framework*

4.2.17.1 The Output Specification is attached to the ITPD at Appendix 6 Part 1 of the Authority's Requirements and defines the Performance Requirements of the contract. In addition, the contract management of performance is described by the Performance Management Framework attached to the ITPD at Appendix 6 Authority's Requirements Part 2.

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4.2.18 Social and Corporate Responsibility

4.2.18.1 Corporate Social Responsibility is an integral part of both WAG's and the Partnerships' agenda.

4.2.18.2 The Contractor may be required to actively participate in the achievement of social and/or environmental objectives. Accordingly, contract performance conditions may relate in particular to social, environmental or other conditions. Further details are set out in the ITPD documentation.

4.2.18.3 Participants have been asked to provide details of their approach to Social and Corporate Responsibility in their Outline Solutions. Please see the ITPD for more details including but not limited to the Evaluation Methodology (section 5 of the main body of the ITPD) and the ISOS Questions (Appendix 4 of the ITPD) for further details.

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SECTION 5

5. Affordability and Payment

5.1 Affordability Assessment

5.1.1 The Partnership has undertaken a detailed financial assessment as part of the process of securing funding from WAG. In doing so the Partnership has established a prudent estimated cost of its Reference Project (developed to support the OBC finalised in summer of 2009) which encompasses all aspects of managing the Partnership's MSW including the receipt, transfer, recycling, composting, treatment of contract waste and landfill disposal of any residues more particularly described in the Output Specification. The Partnership's financial assessment (for the purposes of the OBC) estimated a cost based on a period of just under 32 years, which represents an assumed time required to procure the Project, obtain planning consent, build, finance, operate and maintain a residual waste treatment facility(ies) (for an anticipated 25 year operational period). However, please note that, as stated in the Contract Notice, the term of the Project (and an option to extend) will be determined during the Competitive Dialogue Procedure.

5.1.2 As part of this financial assessment, the Partnership also calculated:

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1. Its 'Affordability Gap', the difference between the Partnership's combined current budgets and the projected cost of the Reference Project; and
2. Its required 'Affordability Envelope', the estimated range for the total cost of the Reference Project, defined by the estimated highest and lowest possible cost to the Partnership of the Project, taking into account the results of adverse sensitivity testing.

5.1.3 The upper threshold of the Affordability Envelope contains an element of potential contingency over and above the Partnership's prudent 'base case' estimate for the cost of the Reference Project. However, the Partnership expects to deliver the Project within the 'base case' figure and invites competitive prices and value for money proposals from Participants during the dialogue stages.

5.2 *Welsh Assembly Funding and Support for the Project*

5.2.1 The Project is identified as part of the Waste Procurement Programme Office for food and residual municipal waste management for Wales. Following submission of the Partnership's OBC to WAG in January 2009 and a subsequent final approval of the OBC Health-check Addendum by WAG in May 2009, the Project has been awarded a maximum revenue grant of £9.124 million per annum over the life of the contract.

5.2.2 WAG's continued financial support for the Project depends upon the satisfaction of its Funding Criteria, as set out in Appendix E (Extract of WAG Funding Criteria) of this Descriptive Document. Satisfaction of the WAG Funding Criteria must be demonstrated and evidenced by the Partnership in the Final Business Case which will be submitted to WAG. If the Solution, which has been selected by the Partnership as the Most Economically Advantageous Tender, fails to a material extent, to meet any of these terms, WAG funding for the Project will be withdrawn.

5.2.3 WAG is also providing the Project with support through:

- Grant funding towards procurement costs;
- Funding Transactor support from PUK; and,
- Assistance with the Gateway Review process.

5.3 *Funding Strategy*

5.3.1 As set out in the Contract Notice, it is envisaged that the contract be procured as a PPP for the treatment and disposal of the Partnership's municipal waste with revenue support being provided by WAG. Depending on the Solution proffered, the expectation is that financing for the Project will be predominantly, if not wholly, procured from private finance. However, the Partnership reserves the right to provide or procure capital contributions and/or finance for the Project from other sources including (but not limited to) prudential borrowing and/or the European Investment Bank.

5.3.2 In response to the rise in bank funding costs, the Partnership has also developed a funding strategy aimed at mitigating the risks and issues associated with reduced bank funding availability which is currently affecting infrastructure projects around the UK. The strategy is currently based on developing the following potential alternative sources of funding for the Project

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(although the Partnership reserves the right to consider other sources of funding):

- (a) European Investment Bank ("EIB");
- (b) Treasury Infrastructure Fund Unit ("TIFU"); and
- (c) Capital Contributions.

5.3.3 Early preliminary discussions have been held with representatives of the EIB for scoping the potential for funding arrangements. The Partnership anticipates that further understanding of this option will be obtained during the Competitive Dialogue Procedure.

5.3.4 TIFU has been set up to provide funding to projects that cannot be funded by the private sector banks and/or the EIB. The Partnership has registered the Project with TIFU prior to issuing its Contract Notice as a precautionary measure.

5.3.5 Following its assessment of Capital Contributions, the Partnership may seek to explore through dialogue the value for money benefit of making a Capital Contribution (which shall include but is not limited to funding by way of Prudential Borrowing). It is anticipated that any contribution shall be made in line with the WIDP guidance on Prudential Borrowing and the anticipated further guidance from HM Treasury. It is anticipated that the key principles that the Partnership will be following when exploring the value for money benefits of a Capital Contribution are:

- (a) ensuring that there is sufficient private sector capital at risk when the Partnership makes its contribution, aligning both parties' interests; and
- (b) Ensuring that payment will only be made once works have been certified (i.e. following service commencement). However, the Partnership reserves the right to consider making a Capital Contribution at any stage during the term of the Project.

1. 5.3.6 The Partnership is also keen to explore any other alternative funding/contractual arrangements where these assist affordability and offer value for money.

5.4 *Draft Payment Mechanism Principles Paper*

5.4.1 The Partnership anticipates following the WIDP Residual Waste Procurement Pack guidance as well as SoPC4 principles. Please see Appendix 8 of this ITPD, which sets out the Partnership's draft Payment Mechanism Principles paper. The Payment Mechanism will be structured to take account of Project-specific priorities and circumstances and will evolve through the Competitive Dialogue Procedure to take account of the technological solution(s) put forward. The draft Payment Mechanism will be circulated at the start of the ISDS stage.

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SECTION 6

6 Sites and Planning

6.1 Approach to Sites

- 6.1.1 The Partnership understands the importance of sites to Participants with regards to the ultimate deliverability of their Solution. In accordance with best practice OGC guidelines, the Partnership has identified a site within the control of the Partnership which can be considered by Participants when putting forward their Solutions (the "Optional Site"). However, as set out in the Contract Notice, Participants may, if they prefer, put forward alternative or other sites as part of their Solution. It is anticipated that any site will be located within the administrative area of the Partnership, but the Partnership will consider sites located outside of its administrative area. Any site shall comply with national, regional and local planning policies.
- 6.1.2 The Optional Site is located off Tatton Road, Queensway Meadows, in Newport, being 4km from the M4 Junction 24. The land adjacent to the site is business, industrial and warehousing, with agricultural land to south. Further information can be found in Appendix D of this Descriptive Document and in the Data Room. Further information will also be provided during the Competitive Dialogue Procedure.
- 6.1.3 The Optional Site was selected following detailed analysis of the Partnership's administrative area. A Regional Waste Plan ("RWP") has been developed to provide direction to local authorities when developing their waste management infrastructure. 'Areas of Search' within the RWP were identified following a Strategic Environmental Assessment ("SEA") and a Sustainability Appraisal process using the Sustainability Appraisal objectives, criteria and weightings and as such, any significant negative effects have been minimised. These have formed the basis for any local planning partnerships to identify further sites and to subject them to more local level assessments for inclusion in individual development plans. To assist local authorities, example local level assessment criteria have also been provided in the RWP.
- The criteria used from RWP and SEA for the selection of the Optional Site includes but is not limited to: Planning status of the land/site, site area, proximity to centres of population/sources of waste, access potential, proximity to housing, consideration of local setting and land use, proximity to national, local landscape, heritage and nature site designations, compliance with planning policy, proximity to electrical grid connection, potential for Combined Heat and Power (CHP), site ownership, potential for expansion and potential for rail link.
 - The administrative area of the Partners encompasses a total of 468 developable hectares suitable for waste management facilities identified in the RWP. The Partnership then identified and secured the Optional Site as set out above. The site selection process is described in the following documents entitled *Prosiect Gwyrdd – Potential Site Assessment October 2008* and *Prosiect Gwyrdd Evaluation of Short-listed Sites February 2009*, which are available in the Data Room. The information is also summarised in Appendix D to this Descriptive Document.

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- The evaluation criteria, distributed as part of the ISOS stage of the Competitive Dialogue Procedure, is developed to evaluate any site proposed by Participants including considering aspects such as (but not limited to) location, suitability, sustainability and deliverability.

6.1.6 By offering the Optional Site, the Partnership aims to maximise the competitive potential of the Project by providing interested parties with a potentially suitable location upon which to base their Solutions. However, as stressed above, this approach does not prevent Participants putting forward other sites under their ownership as part of their Solution. The Partnership will consider all sites put forward by Participants.

6.1.7 See Appendix D of this Descriptive Document; Site Information Summary Pack and the Data Room for full reports on all current Site information.

6.2 Approach to Planning

6.2.1 It is recognised that, as the Partnership is technology neutral, there is limited scope to progress a detailed planning application for the Optional Site. However, as data gathering for the Environmental Impact Assessment ("EIA") can take up to a year or more, the Partnership anticipates commencing elements of the EIA (where practicable) in order to mitigate the risk of delay to the procurement programme and to optimise the delivery timescales for the Optional Site. If a Participant proposes to use the Optional Site, it shall be assumed that the Participant has satisfied itself that the information contained in and the scope of the EIA procured by the Partnership (to the extent relied upon by the Participant) is sufficient to support its Solution and that any variation and/or correction and/or new EIA shall be the Participant's risk.

6.2.1 It is therefore anticipated that, following appointment of the Preferred Bidder, the Preferred Bidder shall procure full planning permission for its Solution on either the Contractor's site and/or the Optional Site. The Preferred Bidder's responsibility shall include (but is not limited to) the cost and time of preparing an EIA and any other assessments or studies that may be required and complying with any planning conditions/environmental permits.

6.2.1 Participants must build in sufficient time for the development of an EIA in their Solution and any requirement for an EIA will then be completed by the Preferred Bidder to reflect its Solution.

6.2.1 It is also envisaged that the Contractor shall be responsible for maintaining any necessary permits, approvals, consents, licences and the like lawfully and necessarily required in connection with the carrying out of the works and the provision of the services for its Solution.

6.2.1 Further details in relation to the planning requirements will be set out in later stages of the Competitive Dialogue Procedure.

6.3 Design Considerations

6.3.1 Participants shall be responsible for the design of the facility(ies) for their Solutions. Participants shall be required to provide completed design proposals for any proposed facility(ies) during the Competitive Dialogue Procedure and to meet design evaluation criteria. Flexibility of design will be essential to ensure planning permission is secured within a reasonable timeframe. Key to this will be

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to ensure a positive attitude towards public perception taking into account street-scene views, rural or urban settings, architectural expression, orientation, boundary treatment, landscape and sustainability. Relevant local policy and guidance including (but not limited to) the Regional Waste Plan and Local Development Plans, which provides a great deal of background work, shall be followed by Participants when preparing their designs.

- 6.3.2 The Partnership is familiar with the use of Design Quality Indicators in assessing the design quality of Solutions and it wishes to utilise the most up to date design specification for the building and anticipates consulting with the Commission for Architecture and the Built Environment ("CABE") and/or the Design Commission for Wales ("DCfW") to ensure this. On this Project a number of critical indicators such as site layout, built form, boundaries and site access are expected to be used as the basis of the design evaluation. In addition it is anticipated that the evaluation criteria (which will be distributed with the ITPD document at the ISOS stage) will include factors to ensure that the most efficient and sustainable construction techniques are employed and that the Contractor's supply chain is appropriately managed. The Partnership also want to incorporate environmental good practice such as the Environmental Management System and Building Research Establishment Environmental Appraisal Methodology ("BREEAM"), where it is appropriate to the Solution proposed by the Participant. Further required design assessment standards are provided in the draft Output Specification.

6.4 Transport Considerations

- 6.4.1 Participants shall consider the impact of transport on the existing road/rail networks and on local communities and work with the Partnership to mitigate any unacceptable impacts identified during the planning application process. The facility(ies) shall also be designed so an appropriate size, layout, and level service area for parking, unloading and turning of large vehicles with minimal reversing and a parking area for staff and visitors is provided.

6.5 Transportation Costs

- 6.5.1 Each Partner will be responsible for the transfer of Contract Waste to the Delivery Point(s).
- 6.5.2 The cost of transporting Contract Waste has been based on a haulage rate of £0.30/tonne-mile, at 2008/09 prices. This figure is based on current council contract costs.
- 6.5.3 While waste transfer directly from each Partner to the Delivery Point(s) lies outside of the Project (and the Solutions to be provided by the Participants), assumptions must be made on the transfer distances for the purpose of the WRATE assessment to determine the carbon footprint of each Solution. These distance assumptions are assessed as follows:

Authority	Transfer distance to Delivery Point to be measured:
Caerphilly	From Llanbradach WTS (CF83 3RP)
Cardiff	From Lamby Way WTS, Cardiff (CF3 2HP)
Monmouthshire	From Centre of Usk (NP15 1AB)

Newport	From Docks Way WTS, Newport (NP20 2NS)
Vale of Glamorgan	From Centre of Barry

6.6 Other Considerations

- 6.6.1 Participants shall ensure that dust, birds and vermin, odour, noise, and litter production is minimised through the use of appropriate and well-maintained equipment and careful design of the facility(ies). Participants will also need to consider the impact of the facility(ies) on sites of nature and archaeological importance and the quality and quantity of surface and groundwater resources. A full list of specific planning considerations relating to waste management applications is set out in Annex C of Planning Policy Wales, Technical Advice Note (Wales) 21 Waste. In addition the Contractor shall ensure that all planning conditions and obligations attached to a successful full planning application are complied with during the construction and operation of the facility(ies).

SECTION 7

7 Procurement Arrangements

7.1 Procurement Process to be Followed

- 7.1.1 The Partnership proposes to follow the Competitive Dialogue Procedure for the procurement of the Project in accordance with the requirements of the Public Contracts Regulations 2006 and the Partnership's procurement regulations. The purpose of the Competitive Dialogue Procedure is to initiate and develop dialogue with the Participants with a view to identifying the Most Economically Advantageous Tender which best meets the Partnerships' requirements for the Project.

7.2 Pre-Qualification

- 7.2.1 A pre-qualification questionnaire ("PQQ") was issued to all interested Participants who responded to the Contract Notice within the specified deadline. The PQQ was accompanied by an IDD which provided further details on the Project. This Descriptive Document is an updated version of the Initial Descriptive Document provided at the PQQ stage. The PQQ asked backward looking questions focusing on the Participant's economic standing, financial and technical ability and past performance. Questions relating to Regulation 23 of the Public Contract Regulations 2006 were asked to gain assurance of a Participant's good standing. Participants provided references and details of reference site(s) that may be visited by members of the Project Team.
- 7.2.2 A maximum of eight (8) Participants have been selected at the PQQ stage and invited to progress to the ISOS stage of the Competitive Dialogue Procedure (or nine (9) Participants if there are equal points scored at 8th place).

7.3 Commencing Competitive Dialogue

- 7.3.1 The successful Participants progressing through from the PQQ stage are invited to take part in the dialogue, which is described below, and submit Outline Solutions. Participants will be subject to evaluation and a process of de-selection at each stage of the Competitive Dialogue Procedure.
- 7.3.2 It is expected that this approach will deliver the most satisfactory solution to the management of residual waste across the Partnership and benefit from the expertise of Participants that will be short-listed through the evaluation process. This approach is advocated by DEFRA who have supported similar complex waste infrastructure projects in England. The Competitive Dialogue Procedure's approach to procurement is recognised as being appropriate when managing complex solutions and requires a high level of commitment from sponsors and stakeholders in terms of resources, expertise and time.
- 7.3.3 As stated above, the Competitive Dialogue Procedure is delivered through a number of stages. The Partnership proposes to have the following stages before appointment of Preferred Bidder and Contract Close:-
- PQQ stage;
 - Invitation to Submit Outline Solutions ("ISOS") stage;
 - Invitation to Submit Detailed Solutions ("ISDS") stage; and

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- Call for Final Tender ("CFT") stage.

7.3.4 However, the Partnership reserves the right to Issue Invitation to Submit Refined Solutions ("ISRS") and have an ISRS stage if considered necessary. The Partnership will update the Participants later in the Competitive Dialogue Procedure.

7.3.5 Participants are requested to submit up to two (2) Solutions at the ISOS stage and that the four (4) highest scoring Solutions will be invited to proceed to the ISDS stage of the Competitive Dialogue Procedure. However, in order to preserve a competitive environment, the Partnership anticipates reserving the right to invite the next highest scoring Solution(s) if the four (4) highest scoring Solutions have been submitted by 2 (two) Participants provided that the total number of Solutions invited to proceed to the next stage of the Competitive Dialogue Procedure will not exceed five (5) and the total number of Participants will not exceed (3).

7.3.6 The Partnership intends to fully embrace the opportunities that the Competitive Dialogue Procedure provides to all parties and wishes to engage in open and constructive discussions with all Participants regarding the development of their Solutions. However, the Partnership recognises that to enable this to effectively take place a clear and precise protocol needs to be established. As such the dialogue will take place in a structured way and respect commercial confidentiality at every stage. Please note that the ITPD will contain detailed information in relation to Partnership's management of the Competitive Dialogue Procedure. The input needed during these stages is not underestimated and the requirement for a well managed dialogue process is understood and will be provided to assure Participants that the process has been conducted appropriately.

7.4 *Evaluation Methodology and Criteria for Bids*

7.4.1 The Partnership has developed the Evaluation Criteria which will be used to evaluate the Participant's Solutions at the ISOS, ISDS, CFT (and if required the ISRS) stages and this is contained as section 5 to the ITPD. Further detailed guidance will also be given at each of the later stages of the Competitive Dialogue Procedure to ensure clarity of the submission requirements.

7.5 *E-Tendering & Document Control*

7.5.1 Throughout the Competitive Dialogue Procedure, Participants must upload all documentation (including their ISOS responses and their Solutions for the Project) and access the Data Room via the Portal at www.etenderwales.bravosolution.co.uk. This allows a full and complete audit trail of the evaluation that will satisfy all audit requirements and maintain probity during the evaluation of the Participant's Solutions. The system is also sustainable and provides excellent communications tools for the Partnership and Participants.

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- 7.5.2 Instructions in relation to the use of the Portal are provided with the ITPD and in subsequent procurement documents. However, it is anticipated that the ITPD provides all necessary instructions to Participants with regards to use of the Portal, the Data Room and submission of the ITPD responses during the ITPD.
- 7.5.3 Please note that all Outline Solution responses must be submitted via the Portal. As set out in the ITPD, hard copy responses of the Outline Solutions will not be considered by the Partnership.
- 7.5.4 Please note, it is the Participant's responsibility to ensure that they have all the information required to submit their ISOS response.

7.6 *Industry/Participants' Day*

- 7.6.1 An Industry/Participants' Day was held on 07 December 2009 during which the Project Team, advisors and key representatives provided information on the background and objectives of the Project, the procurement and evaluation process to be followed, and the key provisions of the contract documentation. There was also an opportunity for Participants to raise queries on the process.

7.7 *Procurement Timetable*

- 7.7.1 It is anticipated that the procurement phase is just over 24 months from the publication of the Contract Notice to the selection of the Preferred Bidder. The indicative timetable is provided in Table 1.3 (section 1) of the ITPD.
- 7.7.2 The Partnership reserves the right to amend the timetable, introduce additional stages and/or extend any time period as it sees fit.

7.8 *Media and Information Protocol*

- 7.8.1 Please refer to paragraph 8 of the Disclaimer Section in this Descriptive Document and paragraph 2.9 of the ITPD for further information.

7.9 *Contract Queries*

- 7.9.1 Instructions regarding requests for information and contact points are provided in the ITPD.

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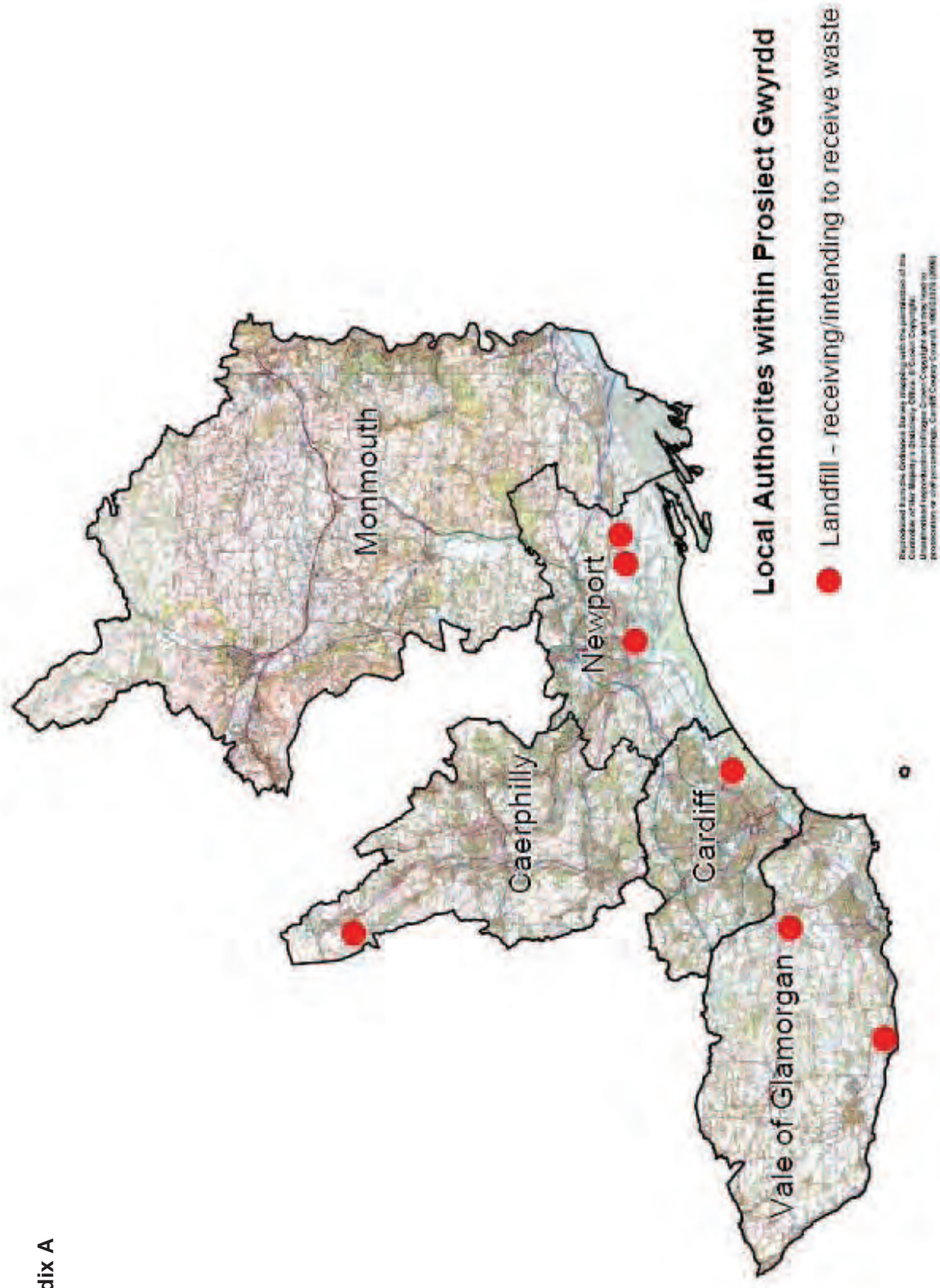
APPENDICES

Appendix A	Partnership Geographical Area
Appendix B	Existing Performance, Service Provision & Contracts
Appendix C	Approved and Emerging Waste-specific Planning Policies
Appendix D	Option Site Information Pack
Appendix E	Extract of WAG Funding Criteria

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Appendix 3

Appendix A



Appendix B

1. Existing Performance

The table below describes the 2008/09 tonnage actual audited recorded⁶ data in the national Waste Dataflow for the Partnership.

Tonnes not including rubble	Total Tonnage	Landfill (Tonnes)	Total Recycling +Composting (Tonnes)	Recycling (Tonnes)	Composting (Tonnes)
Caerphilly	100,372	67,911	32,461	25,207	7,254
Cardiff	177,764	115,333	62,431	37,947	24,484
Monmouthshire	49,054	30,162	18,892	8,280	10,612
Newport	69,188	43,840	25,348	15,164	10,184
Vale of Glamorgan	63,586	39,946	23,640	16,437	7,203
Partnership Totals	459,964	297,192	162,772	103,035	59,737

⁶ The total tonnage recorded for MSW and recycled figure exclude rubble (waste dataflow reference WMT/001a) managed and recycled.

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2. Current Contract and service provision

Current Contractual arrangements up to 28.02.10					
	Caerphilly CBC	Cardiff Council	Monmouthshire CC	Newport CC	Vale of Glamorgan
Household Collections	In House	In House	In House	In House	In House
Residual	Fortnightly - Residual 99% on 240 litre wheeled bin supplied by CCBC.	Weekly - Residual black wheeled bin/bag supplied by CCC Bulky Item calls by request.	Weekly - Residual black bag supplied by the householder.	Fortnightly collection - Residual green wheeled bin supplied by NCC.	Weekly - Residual black bag. 7,500 on alternate weekly, this will increase in a phased approach to 100% of properties by the end of 2011/12.
Organic	Weekly Garden/Food collections/ Bulky calls by request.	Weekly Food and Garden waste wheeled bin/bio bag supplied by CCC.	87% of properties on Weekly - Garden waste bio bag for food waste supplied by MCC or reusable canvas bags bought by householder. Looking to move to free reusable canvas bag. Cease bio bags issue.	94% of properties on fortnightly collection, wheeled bin supplied by NCC.	Garden Waste collection service using either 55l bio bags or 90l reusable bags bought by householders. The service offered a fortnightly collection between April to November on the same day as the plastic and cardboard dry recycling. In the winter period December to March the householders has to ring and request a scheduled collection service.

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Current Contractual arrangements up to 28.02.10					
	Caerphilly CBC	Cardiff Council	Monmouthshire CC	Newport CC	Vale of Glamorgan
Dry Recycling	Weekly green box/bag/brown 240 ltr bin. For all properties. 240 ltr wheel bin for approximately 50,000 properties and box/bag collections for the remaining 25,000 properties.	Fortnightly - mixed recycling Green bag.	Weekly 2 bag co-mingled sack collections 1 x bag for Paper and Card 1 x bag for mixed dry recycling.	98% of properties on blue & green plastic boxes for dry recyclables. Kerbside sort by Newport Wastesavers.	Weekly collection of alternate materials using a kerbside dry recycling collection service using non returnable container or a 44l/55l returnable plastic box. Week 1 - glass, paper & cans and Week 2 - cardboard & plastic.
Commercial Collection	In house. Charged Residual Wheeled bin/bag.	In house. Charged Residual Wheeled bin/bag.	In house. Charged Residual Wheeled bin/bag.	In house. Charged Residual Wheeled bin/bag.	In house with charges set for residual waste using wheeled bins contracted agreements or officially purchased plastic sacks.
Commercial Recycling	Charged Recycling bag.	Charged Mixed Recycling bag. Charged food waste collection.	Charged Recycling bag.	Charged Recycling bag.	In house with charges set for recyclable materials using officially purchased plastic sacks or contracted agreements for 44l/55l recycling boxes.
No of HWRCs Currently Operated	6 in total with 4 Operated in House by Caerphilly CBC and the remaining 2 operated by Silent Valley Waste Services.	4 in house.	4 sites operational Joint Venture with Viridor.	1 in house.	2 HWRC sites operated by Biffa Waste Services under contract until 31.03.2011 with the potential option to extend the contract for a further five years to 2016.
No of Bring Sites Currently Operated.	25 Sites.	22 Sites.	28 sites.	13 Sites.	46 and 9 individual private sites managed by Biffa Waste Services using an annual contract agreement.

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Appendix 3

Current Contractual arrangements up to 28.02.10					
	Caerphilly CBC	Cardiff Council	Monmouthshire CC	Newport CC	Vale of Glamorgan
Open Windrow Composting	Bryn Quarry composting and wood recycling.	In house 1 site - 25,000 tonnes capacity.	Wormtech for IVC processing.	In House 1 Site. 10,500 tonnes 2008/09 processed.	Annual contract agreement with Cowbridge Composting for treating green waste.
In Vessel Composting	Garden and food waste treated by Bryn Compost from October 2009.	Interim IVC Processing contract with Vital Earth, 100% properties on weekly food waste collection service.	32000 properties on food & kitchen waste collection, collection in house delivering to Wormtech IVC.	1,250 properties on food waste trial, Newport Wastesavers collecting.	Started weekly food waste collections in Feb 2009 with 5000 properties. This was extended to 7500 properties in June 2009. The service will phase out to 100% of all domestic properties by the end of 2011/12. IVC at Cowbridge Composting will revert to contracting options for South West Consortium contract.
Materials Recycling Facilities	Amber Services CA recycling Cardiff Council MRF used to sort the majority of materials from Kerbside collections (plus Bryn Pica and The Recycling Group sorting any additional material).	In House 1 site - 45,000 tonnes capacity.	N/A	N/A	MRF at Viking Way Provided by Biffa Waste Services under contract until 31.03.2011 with the potential option to extend the contract for a further five years to 2016.

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Appendix 3

Current Contractual arrangements up to 28.02.10					
	Caerphilly CBC	Cardiff Council	Monmouthshire CC	Newport CC	Vale of Glamorgan
Waste Transfer Stations	1 site operated by Silent Valley Waste Services located at Cross Keys. In the process of planning and developing a new WTS at Trehir Landfill Site, Llanbradach.	In House 1 site operated in house. Located at Lamby Way, Rumney.	2 sites operational Joint Venture with Viridor. Located at Llanfoist, Abergavenny & Caerwent.	1 site operated in house based at the landfill site at Docks Way.	Provided by Biffa Waste Services under contract until 31.03.2011 with the potential option to extend the contract each year until 2018. Located at Bessemer Close, Cardiff.
Current Landfill Arrangements	Silent Valley Waste Services & Biffa Waste Services, Trecatti.	Combination of own site (18 months capacity) and Interim Disposal contract with Biffa April 2009 – 2018.	Viridor.	Own site - 15 yr capacity.	Provided by Biffa Waste Services under contract until 31.03.2011 with the potential option to extend the contract each year until 2018.

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Appendix C

Approved and Emerging Waste-specific Planning Policies

Caerphilly County Borough Council

(1) Approved Unitary Development Plan – April 2003

W1 The development of sites for waste management facilities will be permitted unless their siting will have a detrimental effect on:

1. Sites or areas designated for protection for nature conservation reasons;
2. Special landscapes areas or green wedges;
3. Areas of archaeological or historic interest;
4. Sensitive uses such as housing, recreational and tourist attractions.

W4 Development of facilities for the re-use or recovery of waste materials will be permitted where:

1. The adjoining road network is or can be made suitable for heavy lorries without prejudicing highway safety, or having a harmful impact on rural roads;
2. The site can be screened and landscaped to reduce adverse visual impact;
3. Adequate provision is made for restoration of the site to a beneficial after use in the event of the facility(ies) being no longer required.

No specific site allocations for landfill are made in the Plan.

(2) Emerging Local Development Plan – deposited October 2008, Submitted to Welsh Assembly Government for Examination October 2009, due adoption late 2010

Policy SP 11 The Partnership will implement a sustainable, integrated approach to waste management, which minimises the production of waste and its impact on the environment, and maximises the use of unavoidable waste as a resource. To assist in this aim the following land-use commitments are made:

- (a) All allocated and protected class B2 industrial sites are designated as potentially suitable locations for new waste management facilities, which provides substantial choice in meeting the estimated land requirement of up to 10.4 ha
- (b) The Area of Search maps identified in the RWP are adopted as appropriate advice as to where developers should first seek sites for in building and open air facilities

WM 1 A site has been identified as suitable for the location of waste management facilities to serve more than one local authority area, as follows:

WM 1.1 Cwmbargoed Washery Site, north west of Fochriw

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Cardiff County Council

(1) Approved City of Cardiff Local Plan - January 1996

- Policy 51** Land for Waste Disposal Purposes
Land is allocated for waste disposal purposes at Rumney Moors as defined on the Proposals Map
- Policy 52** Further Landfill Waste Disposal Sites
Proposals for further landfill waste disposal sites will be assessed against the following:
- Considerations of scale, location, amenity, public safety and transportation;
 - Considerations of landscape character, visual amenity, nature conservation and environmental impact (including water quality);
 - The need for such proposals assessed against city and regional requirements;
 - The type, quantity and source of waste and the proposed duration of development;
 - Restoration, aftercare and after-use proposals;
 - Aviation safety.
- Policy 53** Neighbourhood Facilities for Recycling Purposes
Proposals for the development of neighbourhood facilities for the reception of household waste for recycling purposes will be favoured, subject to considerations of scale, location, design, amenity and transportation.
- Policy 54** Recycling of Chlorofluoro-Carbons
Proposals for the development of facilities for the recovery and recycling of chlorofluorocarbons (CFC's) and their derivatives will be favoured subject to:
- Consideration of scale, location, amenity and transportation;
 - Considerations of visual amenity, nature conservation and environmental impact.
- Policy 55** Other Waste Disposal Facilities
Proposals for the development of waste disposal facilities including those for the disposal (excluding landfill), processing, recycling and transfer of waste will be carefully assessed against the following:
- considerations of scale, location, amenity, public safety and transportation;
 - considerations of visual amenity, nature conservation and environmental
 - impact (including water quality);
 - the need for such proposals assessed against city and regional requirements;
 - the type, quantity and source of waste.

(2) Emerging Local Development Plan – deposited April 2009, submitted to Welsh Assembly Government for Examination in November 2009, due adoption late 2010.

- Policy SP 11** Waste arisings from Cardiff Council will be managed by:
- Promoting and supporting additional treatment facilities, measures and strategies that represent the best practicable environmental option, having regard to the waste hierarchy and the proximity principle;
 - Encouraging the provision of in-building treatment facilities on existing and allocated areas of general industry;
 - Supporting the provision and maintenance of sustainable waste management storage and collection arrangements in all appropriate new developments; and
 - Supporting waste minimisation and the provision of facilities that use recycled or composted products.

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WASTE 1 Sites for Waste Management Facilities

Proposals for the development of waste management facilities will be permitted where:

- There is a demonstrable need assessed against county and regional requirements;
- They conform with the principle of the waste hierarchy, the 'proximity principle' and the principle of regional self-sufficiency;
- They would not cause unacceptable harm to the environment, built heritage or to human health;
- They include acceptable proposals for restoration, aftercare and after-use, including the beneficial after-use of by-products;
- They would not endanger aviation safety; and
- They include acceptable proposals for the protection of adjoining and nearby land from landfill gas and leachate migration or contamination.

Facilities for the handling, treatment and transfer of waste will generally be encouraged towards existing B2 general industrial land. In addition the plan promotes the development of a Green Technology Park at Wentloog that seeks to encourage employment use for environmental technologies and renewable energy businesses that could also be linked to derive energy from sustainable sources, including energy from waste.

WASTE 2 Provision for Waste Management Facilities in Development

Where appropriate, provision will be sought in all new development for facilities for the storage, recycling and other management of waste

WASTE 3 Land for Waste Management

Land will be allocated for waste management purposes at Lamby Way

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Monmouthshire County Council

(1) Approved Unitary Development Plan – Adopted 22nd June 2006

- W3 Subject to detailed planning considerations, household waste recycling centres and banks will be permitted where this will help to achieve a network of sites accessible to local Partnership.
- W4 Proposals for major residential and commercial development will only be permitted where appropriate facilities for the recycling or composting of household waste are provided.
- W5 Subject to detailed planning considerations, integrated proposals for the recovery of energy from waste will be allowed. Waste incineration without energy recovery will not be permitted.
- W6 Proposals for new landfill and land raising sites and extensions to existing sites will be permitted where this would reduce the need to export wastes to sites outside the County without encouraging the use of landfill/land raising for dealing with wastes for which more appropriate options exist.
- W9 Proposals for waste management facilities, except those involving the final deposit of waste on land at the site or open windrow composting, will be permitted within industrial sites (Class B2 of the Town and Country Planning Use Classes Order 1987).

(2) Emerging Local Development – consultation on Preferred Strategy June 2008 – Deposit anticipated in late spring/early summer 2010 and due adoption in December 2011.

- S13 The LDP will allocate adequate land for a network of waste facilities to meet regional and local obligations in accordance with the requirements of the Regional Waste Plan. The sites and types of facilities chosen will promote a sustainable approach to waste management based on a hierarchy of reduction, reuse and recovery.

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Newport City Council

(1) Approved Unitary Development Plan – Adopted 16th May 2006

- WD1 Landfill or land raising requirements for general household and commercial waste will continue to be accommodated at the Docks Way waste disposal site
- WD2 Land at Greenmoor is allocated for the tipping and storage of steelworks waste
- WD3 Proposals for further landfill/land raise waste disposal sites will be considered favourably
- WD4 An appropriate buffer zone will be required between any active waste disposal site and other development, with the extent of the safeguarding area
- WD6 Proposals for the development of in-building facilities which involve the recovery and re-use of materials will be permitted on B2 employment sites
- WD7 Proposals for the development of alternative methods of solid waste disposal will be permitted

SP22 Waste Disposal

A hierarchical approach to waste management is favoured as follows:

- (a) Waste reduction,
- (b) Re-use,
- (c) Recycling
- (d) Composting of organic waste,
- (e) Incineration with energy recovery,
- (f) Safe disposal.

The environmental impact of landfill, land-raising, incineration and other treatment should be minimised in terms of the best practicable environmental option and the proximity principle.

(2) Emerging Local Development Plan

LDP Preferred Strategy consultation in January 2010, due for adoption in January 2011.

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Vale of Glamorgan Council

(1) Approved Unitary Development Plan – Adopted 18th April 2005

Policy 13 - Development proposals which encourage sustainable principles for waste disposal based on a hierarchical approach of:

- Waste minimisation/avoidance;
 - Re-use of waste;
 - Waste re-cycling or recovery (including waste conversion to energy) and;
 - Waste disposal landfill with minimal environmental impact
- will be favoured.

WAST1 Identifies the following categories of sites where waste management facilities will be permitted:

1. Existing waste sites,
2. Existing and allocated B2 and B8 employment sites
3. Within operational mineral working sites
4. For green composting on land within or adjacent to farm building complexes.

WAST2 Policy setting out the criteria by which proposals for waste facilities on sites identified in Policy WAST1 will be assessed.

WAST3 Policy regarding relationship between waste facilities and adjacent land uses

WAST4 Policy regarding the deposit of waste on agricultural land

(2) Emerging Local Development Plan

Consultation on LDP Preferred Strategy January 2009, due to be deposited Autumn 2010 and adoption in January 2011.

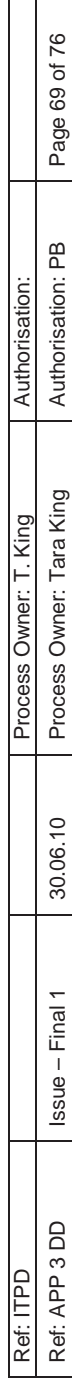
CSP12 SUSTAINABLE WASTE MANAGEMENT

Proposals for the sustainable management of waste will be favoured where they support the objectives of the South East Wales Regional waste plan and the Partnership's local waste management strategy. In support of these objectives the following locations have been identified as being suitable for waste management facilities:

1. Atlantic trading estate;
2. The operational port of Barry docks.

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Plan: Tatton Road Location in Project Gwyrrdd: Please see below a plan showing the location of the Optional Site in relation to the Prosiect Gwyrrdd authorities.



3 Benefits and Constraints of Tatton Road Optional Site Location

3.1 It was identified within the document entitled "*Prosiect Gwyrdd Evaluation Of Short listed Sites February 2009*" that the potential benefits associated with this site are anticipated to include (but not limited to):

- In public ownership;
- Proximity to primary road network;
- Existing access road (Tatton Road entrance) could be unstopped;
- Potential for CHP;
- Outside of the Gwent Levels: Nash and Goldcliff Site of Special Scientific Interest ("SSSI");
- The site comprises a low quality existing landscape;
- On periphery of established business/industrial area, it is anticipated that potential development of the site could be accommodated without significantly encroaching upon undeveloped hinterland;
- Existing access road and utility infrastructure;
- No immediate surrounding residential development;
- Likely low costs of connection to electricity grid due to proximity of existing onsite infrastructure (to be confirmed).

3.2 It was identified within the document entitled "*Prosiect Gwyrdd Evaluation Of Short listed Sites February 2009*" that the potential constraints associated with this site are anticipated to include (but not limited to):

- i) Greenfield site, albeit with brown field characteristics;
- ii) Within a Class C1 flood risk area, it is understood that early discussions with the Welsh Environment Agency have indicated that it may be possible that flood risks in this area could be managed effectively through considered design;
- iii) Ground conditions may necessitate piling and other appropriate design solutions;
- iv) Existing Grade II listed dwelling within 250 metres of site boundary (Tatton Farm under WAG control and tenanted);
- v) Existing food manufacturing unit within the surrounding area (potential perception issue);
- vi) Presence of pylons and high voltage transmission lines and gas mains and associated easements potentially define the developable footprint of the site.

- **Boundary of the Site**

- The Optional Site is shown in drawing "Boundary Queensway Meadows Newport" Dated 11/01/10, which is available within the Project Data Room. The Optional Site is divided into two Plots; North Plot (10.50 acres) and South Plot (9.62 acres), the boundary of the location and the two plots is demonstrated on Drawing Titled "Boundary Queensway Meadows Newport" Dated 11/01/10 available within the Project Data Room.

- **Terms of Site Purchase**

3.1 Participants should also note the information set out below:

3.1.1 The Participant should be aware that if Tatton Road is reconfigured within the purchased plot, access will need to be maintained or constructed to the other plot and rights will be given to the Welsh Assembly Government to ensure unimpeded access is maintained at all times. Any new access road to be constructed will be to the same specification or higher than the existing Tatton Road and will extend 10 metres into the site which is not purchased.

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3.1.2 In the event of the road remaining in situ (as shown on the plan) within the selected plot and the developer using it as a main point of access, rights will be granted along it to the Welsh Assembly Government to access the plot not selected by the developer.

3.1.3 WAG will grant a right of way to the land over Tatton Road upon the purchaser exercising the option.

4 Site Investigations

4.1 It is recognised that, as the Partnership is technology neutral, there is limited scope to progress a detailed planning application for the Optional Site. However, as data gathering for the Environmental Impact Assessment ("EIA") can take up to a year or more, the Partnership has commenced elements of the EIA (where practicable) in order to mitigate the risk of delay to the procurement programme and to optimise the delivery timescales for the Optional Site.

4.2 If a Participant proposes to use the Optional Site, it shall be assumed that the Participant has satisfied itself that the information contained in and the scope of the EIA procured by the Partnership (to the extent relied upon by the Participant) is sufficient to support its Solution and that any variation and/or correction and/or new EIA shall be the Participant's risk.

4.3 To date the following Site Investigation Works have been carried out:

- a) Utilities search
- b) Initial Ecological Appraisal;
- c) Grid Connection Study;
- d) Investigatory Geo-technical Work to confirm ground conditions (Commenced w/c 18th January 2010)
- e) High Level Consultation with Internal Drainage Board

5 Studies/Investigations Underway

5.1 To progress any Planning Application required for the Optional Site the Partnership is in the process of progressing the following:

- 1) Initial NCC Planning liaison
- 2) High Level Consultation with Countryside Council for Wales

5.2 Where appropriate results of the above studies/investigations will be made available in the Project Data Room.

5.3 List of Reports Currently Available within Project Data Room

1. Prosiect Gwyrdd - Potential Site Assessment - October 2008.
2. Evaluation of Short listed Sites - February 2009.
3. Initial Ecological Appraisal of Land at Tatton Road, Newport October 2009.
4. Appendix 1 - Initial Ecological Appraisal of Land at Tatton Road, Newport October 2009.
5. Tatton Rd, Queensway Meadows, Newport - Potential Site for Residual Waste Treatment Facility - Preliminary Electrical Connection Assessment.
6. Boundary Queensway Meadow 11 Jan 2010.
7. Tatton Rd - Preliminary Ground Investigation – March 2010.

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8. IDB – Mins of 17.12.09 – Final.

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Appendix E – Extracts of the WAG Funding Criteria (for the WWPO Procurement Programme (including AD and Residual Waste Treatments))

No	Evaluation Criteria	Key Issue for OBCs/FBCs to Address
1	Strategic Fit	<ul style="list-style-type: none"> Schemes must demonstrate how they will contribute to delivery of the emerging National Waste Strategy as set out in the Minister's Future Direction Paper dated October 2007, and Towards Zero Waste. Schemes should demonstrate how the project will make a positive contribution to the principles of Sustainable Development, evidencing that environmental, social and economic factors have been fully considered in accordance with good industry practice. Proposals should demonstrate how the project contributes to or complements longer-term national targets for recycling and composting as well as the treatment and diversion of biodegradable and other municipal waste from landfill, indicating the amount of biodegradable and other municipal waste expected to be diverted from landfill over the whole life of the project. Proposals should demonstrate how the project supports or complement the Authorities' plans for meeting WAG's recycling targets. Waste minimisation is at the top of the waste hierarchy. Whilst likely to be outside the scope of the proposed contract, the OBC should make clear what other actions the consortium/local authority is taking to reduce generation of MSW and how the interfaces and interdependencies with such actions and this project will be managed. Projects should consider the potential for including other waste streams such as commercial or industrial waste, on the basis of securing a value for money solution. However, projects must demonstrate that the project continues to deliver value for money in relation to the municipal waste being managed through it, and any cross subsidisation of the costs of disposing of non-municipal waste streams is transparent and acceptable to all stakeholders.
2	Reference Project	<ul style="list-style-type: none"> The consortium/local authority should have done sufficient analysis of the technical, environmental and economic options to have identified a reference solution in order to satisfy themselves that there is at least one deliverable and affordable solution to the project prior to going to market. Options should have been developed and evaluated in line with WAG guidance on Option Appraisals for OBCs. For Residual Waste a do–minimum scenario should have been developed.
3	Risk Management	<ul style="list-style-type: none"> A project risk matrix should have been prepared, identifying all the foreseeable risks associated with the scheme, and

No	Evaluation Criteria	Key Issue for OBCs/ FBCs to Address
		<p>making a preliminary risk allocation.</p> <ul style="list-style-type: none"> Project risks should have been allocated appropriately between the parties following standard form guidance. An Internal procurement risk register identifying all risks to be managed by the public sector that ranks the lists in order of importance and a risk owner and mitigation strategy should have been developed. A regular reporting of risk management to the Consortium Project Board and a process to regularly update the risk register should have been developed.
4	Contract Structures	<ul style="list-style-type: none"> Detail the interfaces and interdependencies between other activities out side the Scope of the Project (e.g. new collection activities). Detail how the envisaged contract structure has been determined and how such a structure is considered most likely to delivery VfM for the required services. There should be a commitment to use current version of SoPC terms and conditions or sector specific Standard Form when this has been approved. There should be a commitment to use the bidding process to embed standard Terms & Conditions. Any likely project or sector specific commercial/contract issues should identified and a process put in place to identify and deal with these issues.
5	Joint working and Governance	<ul style="list-style-type: none"> By OBC stage WAG would expect a Joint Working Agreement to be in place between participating authorities covering major points of principle, and that joint governance arrangements had been approved and established in accordance with best practice. Such plans should demonstrate evidence of strong joint working and the intention to have legally binding agreements or arrangements (e.g. joint waste management boards) in place by the start of the dialogue process. By FBC stage WAG would expect that arrangements and human and financial resources are in place for Authorities to effectively discharge their long term contract management procedures.
6	Site, Planning and Statutory Processes	<ul style="list-style-type: none"> Proposals should demonstrate that other relevant authorities, the public and interested parties have been consulted and that there is a broad consensus supporting the proposed solution. A compliant process for developing a development plan will have included community engagement and development/appraisal of options. Projects should have potential sites under consideration which accord with the relevant waste planning authority's

No	Evaluation Criteria	Key Issue for OBCs/ FBCs to Address
		<p>statutory development plan and with the Regional Waste Plan. Development plans currently in preparation are expected to reflect TAN 21 and the Regional Waste Plan and therefore projects should align with the policies in Planning Policy Wales (PPW), TAN 21 Waste and the Regional Waste Plan.</p> <ul style="list-style-type: none"> Authorities responsible for projects will be expected to engage in the preparation of the regional waste plan and relevant development plan so as to help secure an up-to-date and supportive planning context in line with PPW and TAN 21, including appropriate land allocations. Authorities should take proactive action to acquire sites in line with the adopted development plan and/or the relevant Regional Waste Plan, or which they are confident will accord with a development plan currently in preparation (an emerging development plan).
7	Stakeholder Communication	<ul style="list-style-type: none"> Proposals should demonstrate that other relevant Authorities, the public and interested parties have been consulted and that there is a broad consensus supporting a recognised long term waste management proposal which is reflected in the proposed solution. This should include the Authority's LAWDC if they have one. Affordability analysis (base case and sensitivities), and impact on budgets, accepted by Members, Senior Management and budget holders. Detail supporting evidence (e.g. cabinet minutes). Demonstrable support from all key sponsors (such as Councillors and Senior Officers). This evidence should include signed commitments from members, or minutes of members meetings clearly demonstrating that they have committed to the ongoing affordability of the project as appropriate. The approval should be on the basis of members having a clear understanding of the range of possible costs based on a sensitivity analysis giving best and worst case scenarios. Consultation with all other stakeholders. Detail any relevant decision making processes. Ensure consistency between support of stakeholders and affordability commitments. Is there an effective communications strategy to liaise with all interested groups and keep them informed of progress / key decisions.
8	Timetable	<ul style="list-style-type: none"> Procurement timetable prepared. Detail and total length and breakdown into component parts.

No	Evaluation Criteria	Key Issue for OBCs/ FBCs to Address
		<ul style="list-style-type: none"> • Timetable and affordability assumptions consistent. • Stages of procurement process kept to a minimum consistent with achieving optimal project delivery at least cost. • Total elapsed time from OJEU to contract award and eventual service delivery is realistic. • Timetable is consistent with previous experience within the waste sector.

[Appendix 4 - RESPONSE DOCUMENT & ISOS QUESTIONS]

1 ISOS QUESTIONS

- 1.1 The ISOS Questions contained in this appendix provide Participants with the opportunity to present their Solution(s) and demonstrate why they should be selected to be invited to continue to participate in the Competitive Dialogue Procedure and to be short-listed for the ISDS Stage.
- 1.2 The ISOS Questions are divided into sections that reflect the issues that the Partnership want to explore with Participants during this stage of the Competitive Dialogue Procedure. Answers to the ISOS Questions in sections B to K (inclusive) reflect the Partnership's Evaluation Criteria and shall be evaluated and scored as set out in the Evaluation Methodology at section 5 of this ITPD.
- 1.2.1 **Preliminaries - ISOS General Questions)** *to be provided by the Participant for information purposes only and will not be scored.*
Participants Details (Section A ISOS Questions)
Executive Summary (Section A ISOS Questions)
- 1.2.2 **Technical & Service Delivery** that includes the sub criteria for:
Technical Solution (Section B ISOS Questions)
Works Phases (Section C ISOS Questions)
Environment and Planning (Section D ISOS Questions) and
Service Delivery (Section E ISOS Questions)
- 1.2.3 **Deliverability & Integrity of Solution** that includes the sub criteria for:
Deliverability of the Site (Section F ISOS Questions)
Corporate and Social Responsibility (Section F ISOS Questions)
Integrity of Solution (Section F ISOS Questions)
- 1.2.4 **Financial and Commercial** that includes the sub criteria for
Affordability (Costs) (Section G ISOS Questions)
Financial Robustness (Section H ISOS Questions)
Deliverability of Funding Package (Section I ISOS Questions)
Acceptance of Payment Mechanism (Section J ISOS Questions)
- 1.2.5 **Legal & Contractual** that includes the sub criteria for
Risk Allocation and Commercial Terms (Section K ISOS Questions)
Contractual Structures (Section K ISOS Questions)
Approach Towards Key Project Risks (Section K ISOS Questions)
- 1.3 The Partnership seeks full but concise responses to the ISOS Questions that will enable the Partnership to fully evaluate the Outline Solution in accordance with the Evaluation Methodology. Whilst there is no overall page limit to the Outline Solution, a page limit has been placed on some individual questions, as stated within those questions in this Appendix 4. The Partnership reserves the right to disregard (and therefore not evaluate) any answer that does not adhere to the specified page limits.
- 1.4 Supporting information not specifically requested by an ISOS Question, may be submitted however Participants must cross-reference the information to the question to which it relates using Form 3 provided in the Portal. Within this Form 3, Participants must state the exact file name as it will appear in the Portal once it is uploaded – see paragraph 3.5 for instructions relating to file naming within the tendering Wales system). Please ensure any supporting documentation does not exceed the specified page limits.

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The Partnership reserves the right to disregard (and therefore not evaluate) any supporting documentation that does not adhere to the specific page limits and/or is not requested by the Partnership and/or is not correctly referenced. Please also note, general marketing materials will not be considered.

2 ISOS Forms:

- 2.1 Included in Appendix 11 are a set of ISOS Forms to be completed (following any specific instructions set out in the Form itself and including the necessary information requested) by Participants and submitted with the responses to the ISOS Questions as part of the Outline Solution(s). These comprise the following:

Form 1 Register of Clarifications

Form 2 Cross - Reference Supporting Information

Form 3 ISOS Covering Letter

Form 4 Conflict of interest

3 ISOS Questions

- 3.1 Participants are required to provide an answer to each question for each Outline Solution submitted. A maximum of two Outline Solutions may be submitted by a Participant.
- 3.2 Where the Participant is a bidding as a consortium, the Lead Participant shall be responsible for co-ordinating all correspondence within the consortium and shall submit a combined response to each question. .
- 3.3 All information contained therein should be separately provided in answer to the specific ISOS Questions in order to be evaluated and scored (as applicable).

SECTION A: Preliminaries - ISOS General Questions

Note to Participants: The answers to the questions in Section A will not be evaluated by the Partnership. The information in Section A is requested in order to provide the Partnership with a summary of the Participants' ISOS submission.

A1	Please provide details of the Lead Participant completing this Outline Solution submission	
Name of Lead Participant including corporate status (e.g. public limited company or the equivalent as recognised in the registered county of origin)		
Company Registered Number		
Registered Address		
A2	Please confirm that all statement(s) contained in the PQQ submission made by or on behalf of the Participant (and/or by each Relevant Organisations) remain true and accurate in all material respect. If there	

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	are any changes (existing or imminent) please provide further details.	
Yes		
No		If No Please provide details
A3	Please provide the name and contact details of the person <u>dealing</u> with this submission on behalf of the Lead Participant and indicate to what level of authority this individual has been empowered to submit the ISOS documentation	
Name		
Position in Organisation:		
Level of Authority		
Address:		
Email:		
Telephone:		
Fax:		
A4	Participants must provide an executive summary for each Solution which should include, (without limitation):-	
	<ul style="list-style-type: none"> • contact names, numbers and descriptions of roles of the members of the Participant's Team/Consortium and Dialogue Team. • details of all proposed funders and details of the proposed funding structure (if applicable) • details of the indicative price and indexation proposals for the Outline Solution • a description of the technology(ies) proposed including details of the number of facilities, process lines, capacities and configuration and where the proposed technology has been applied • confirmation of the site(s) and the type of facility (e.g. treatment facility, transfer station) to be provided on each site 	

	<ul style="list-style-type: none"> • site layout plans for each site (at least 1:200) showing the facility layout and features, buildings, (including elevations), external equipment, site roads, car parks and vehicle circulation routes, the weighbridge, etc • sections (at least 1:200) showing cross-sections and long-sections through the site, proposed buildings and facility to show the general arrangement • arrangement drawings of the key components • mass flow diagram for the facility • description of the facilities for visitors and its location
A5	Please provide a commentary table identifying the principle differences between each Outline Solution. For the avoidance of doubt, each Solution will be evaluated separately and this requirement is simply intended to assist the general evaluation exercise.
A6	Please provide your preliminary comments on the impact a Capital Contribution would have on your solution(s), including any value for money benefits and/or issues it may present. Section 5.3 "Funding Strategy" of Appendix 3 Descriptive Document sets out the key principles that the Partnership will be following when exploring the value for money benefits of a Capital Contribution.

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Technical Questions Level 1 Weighting 65%

Technical Questions includes scored questions for:

Section B	Technical Solution;
Section C	Works Phase;
Section D	Environmental & Planning; and,
Section E	Service Delivery.

Word limitations are indicated for each question.

Criteria Ref.	Criteria Name	Weighting
L2.1	SECTION B Technical Solution	40%
L3.1	Solution Summary	5%

B1	We wish to understand how your proposed Solution will meet the requirements of the Output Specification or if you wish to qualify or refine any aspects of the requirements.	
<p>Does your proposed solution comply entirely with all requirements of the output specification, or do you seek to qualify or refine any aspect of the requirements to include any bid back items identified by [], if so Please provide detail of any qualification or refinement?</p> <p>Provide an outline explanation of how the technology to be utilised as part of the proposed solution would:-</p> <ol style="list-style-type: none"> 1. meet the requirements of the Output Specification; 2. divert municipal waste from Landfill, you must clearly set out the % diversion of Contract Waste; 3. be applicable to a UK setting. <p>Please include responses to the [Targets] presented in the Output Specification.</p> <p>For the avoidance of doubt, please state what your bid back Unprocessed Landfill Performance Target, Processed Landfill Performance Target and Contract Waste Recycling Target assumptions are for each Contract Year.</p>		Unlimited number of words

L3.2	Diversion of total waste from landfill	30%
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B2	Will The Proposed Solution Achieve the Contract Waste Diversion Target	
<p>Provide a summary of how the proposed technologies/facilities to be utilised as part of the technical solution achieves diversion of Contract Waste from Landfill. This should include:</p> <ol style="list-style-type: none"> 1. % Diversion of Contract Waste from Landfill 2. a simple process diagram; 		In addition to the Plans, Diagrams and Waste Mass Flow a maximum number of words 2000

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	<ol style="list-style-type: none"> an outline waste mass flow model/spreadsheet (MS Excel); and A process emissions diagram. Details of all waste inputs and all Products, Rejects and Process Residues. Provision of up to 6 x A3 pages of plans at least 1:200 showing: site layout (site boundary; building footprints; vehicle circulation); heights of structures, architectural finishes; how the boundary will be physically secured. 	
B3	What is the Capacity of the Solution	
	<ol style="list-style-type: none"> State the minimum and maximum tonnages of Contract Waste and Third Party Waste that your Solution will process each year Provide justification for the parameters that you have set. Clearly demonstrate how the inclusion of Third Party Waste will benefit the Partnership technically and environmentally. 	Maximum No. of words 1000

L3.3 Diversion of BMW from landfill**20%**

B4	Will The Proposed Solution Achieve the BMW Diversion Target	
	Please provide: <ol style="list-style-type: none"> % of Contract Waste Diversion of BMW from Landfill; An explanation of how the proposed technical solution will meet the target required in the Output Specification for the diversion BMW from Landfill. 	Maximum No. of words 1000
B5	What is the proposed disposal process for Process Residues, Outputs and Rejects for the Solution	
	Provide details of the proposed disposal process for Process Residues, Outputs and Rejects for the proposed Solution including:- <ol style="list-style-type: none"> Detail your proposals (including details of site location, planning and permitting status of sites); What is your planned operational availability excluding planned and unplanned downtime expressed in number of hours per annum? Please distinguish between active, inactive, hazardous, and biodegradable residues including the degree (%) of biodegradability requiring disposal. 	Maximum No. of words 1500

L3.4 The percentage Contract Waste that is Recycled or composted**15**

B6	Will the proposed Solution achieve the Recycling/Composting Levels	
	Please provide:- <ol style="list-style-type: none"> % of Contract Waste Recycling and/or Composting your proposed solution will guarantee; 	Maximum No. of words 1000

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2. How it will be achieved. Referring to the minimum requirement contained in the Output Specification.		
B7	Please define your proposals for securing markets and outlets by means of a Draft Marketing Plan	
<p>The Marketing Plan must demonstrate:</p> <ol style="list-style-type: none"> 1. To what extent these markets are readily available and proven, including your contractual arrangements; 2. Detail of the risks of each identified product market not being sustained; 3. Provide information about your contingency arrangements for each material in the event that; <ol style="list-style-type: none"> i The market that was predicted turns out to be unavailable at the time of the output being generated; or ii The quality of the output is inadequate for that market. <p>You should address all products, rejects and residues, including any heat/energy.</p>		Maximum No. of 2000 words

L3.5 Energy Profile**10%**

B8	What will be the Energy Profile for the Solution	
<p>Please explain the Energy Profile of the proposed facility by providing details of:</p> <ol style="list-style-type: none"> 1. How much energy your proposed solution will require; 2. Where you intend to source that energy from; 3. Whether (and if applicable to the technology,) there is surplus energy or heat production, and; 4. (If applicable to the technology) The market you intend to sell the surplus energy or heat to; 5. If applicable to the technology, what is your proposed end use for a RDF or SRF Fuel, including its energy generation and utilisation. <p>To Include:</p> <ol style="list-style-type: none"> 1. Evidence to support information provided, including contractual arrangements; 2. Details of electrical design and energy efficiency calculations. 		Maximum No. of 1500 words
B9	What are your proposals for the utilisation of any recovered heat from the Facility and how do you expect to achieve this	
Please provide your answer in the form of a draft Heat Development Plan. Where appropriate, Include:		Unlimited number of words

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<ol style="list-style-type: none"> 1. Letters of commitment or draft contracts; 2. Demonstrate how the proposed technology would produce Good Quality CHP and, if appropriate; 3. The extent to which it would qualify for Renewable Obligation Certificates. 	
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L3.6 Provision Of Contingency arrangements**10%**

B10	What are your proposals for planned/unplanned shut-downs that are short/medium to long term	
Provide a draft Contingency Plan that shall Demonstrate:	<ol style="list-style-type: none"> 1. Arrangements in hand or planned to secure any required landfill or alternative treatment capacity for the duration of the contract; 2. Location of Contingency Facilities for the duration of the contract; 3. Evidence to support these arrangements; 4. Timescales for review and provision of Contingency Plan. 	Maximum No. of 2000 words

L3.7 Flexibility to adapt to changes in Waste Composition and Tonnages**10%**

B11	How will the Solution Adapt to changes in Contract Waste Composition	
Please provide an explanation of how your proposed Solution adapts to:	<ol style="list-style-type: none"> 1. changes in waste composition including changes to biodegradability; 2. changes in waste growth over the life of the contract; 3. changes in legislative and economic conditions; Where applicable to the technology, changes in CV value	Maximum No. of words 2000

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SECTION C – ISOS

Criteria Ref.	Criteria Name	Weighting
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L2.2	SECTION C Works Phase Questions	20%
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Criteria Ref.	Criteria Name	Weighting
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L3.8	Quality and robustness of construction/EPC contract specification	15%
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C1	What is your anticipated plan for management of sub-contractors in delivery of the proposed Solution
Response is to include: <ol style="list-style-type: none"> 1. An overview of the planned contract specification; 2. Conditions of contract relating to any contract arrangements included in your proposed solution; 3. Identify any model or historical contract documentation planned for use. 	
Maximum No. 2000 words.	

L3.9	Quality of Works Phase programme	45%
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C2	How will you ensure timely delivery of the proposed Solution
To support your answer include: <ol style="list-style-type: none"> 1. An indicative timeline diagram (A3 sized Gantt Chart) outlining key stages for the development of each facility including the anticipated planning, construction, licensing and commissioning and operational dates; 2. Your risk assessment and proposed mitigation measures and draft plan for reporting any deviation to the Partnership. 	
Maximum No. of 2000 words and 4 x A3 pages (Schedules).	
C3	What are your provisions for acceptance of Contract waste in case of delays to Service Commencement Date
Please outline your contingency arrangements for the acceptance of Contract Waste in case of delays to Service Commencement Date provide evidence to support this.	
Maximum No. of 1000 words	

L3.10	Sustainable Construction	10%
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C4	How will the construction of the facility(ies) contribute to Welsh Assembly targets for recycling, recovery and reuse rate for non hazardous (and inert) construction waste
Provide details of plans for the use of recycled and recyclable construction materials in the development of the facility(ies) demonstrating how this will contribute to Welsh Assembly Government targets for recycling, recovery and reuse rate for non hazardous (and inert) construction waste. Please state:	
Maximum No. of 1000 words.	

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<ol style="list-style-type: none"> 1. minimum % of construction and demolition materials to be recovered; 2. minimum % of total material value derives from re-used and recycled content in any new build. 	
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L3.11 Testing and Commissioning**10%**

C5	How will testing and commissioning of the solution be undertaken	
<p>Please provide draft Testing and Commissioning Plan for the Solution, to include how the Solution will be Tested and Commissioned in accordance with:</p> <ul style="list-style-type: none"> • Applicable regulations, • Legislation; • Good industry practice; • Reporting to Partnership of : <ol style="list-style-type: none"> i. Assessment of actual progress by comparison to the submitted Commissioning Programme; and ii. Summary of the commissioning tasks to be carried out in the following month. iii. Details of Independent Assessor 		Maximum No. 1000 words

L3.12 Maintenance Arrangements**20%**

C6	How will the facility be kept in good working order	
<p>Provide a draft maintenance plan that describes how the facility will be kept in good working order, including arrangements for:</p> <ol style="list-style-type: none"> 1. Routine and major planned maintenance; 2. Undertaking reactive maintenance; 3. Ensure availability of parts. 		Maximum No. 1000 words
C7	What is the proposed guaranteed availability of the facility(ies)	
<p>Provide details of the guaranteed availability of the facility (ies) in each year of the contract term. Please provide evidence to support this.</p>		Maximum No. 1000 words

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Section D - ISOS Environment and Planning Questions

L2.3 SECTION D Environment & Planning

30%

Criteria Ref.	Criteria Name	Weighting
L3.13	Key planning issues identified	15%

D1	What is your proposed site location(s) and estimated land requirements for the proposed Solution	
Provide details about your site location proposals and estimated land requirements (m2) for the waste management facilities, additionally include: <ol style="list-style-type: none"> 1. Your methodology for identifying the site(s) and investigating its suitability; 2. Details of the planning status of the site (e.g. current permission, upgrade required, new permission required); 3. Your strategy for securing the site (approach and preferred methods e.g. purchase, options, lease etc.); and 4. Likely timetable for the site becoming available.. 		Unlimited number of words
D2	How will Third Party Waste fit your Solution	
Provide a Third Party Waste Plan which includes anticipated, tonnages over the lifetime of the contract, waste types and its sources and specifically the quantity. Specific information should be provided as to waste: <ol style="list-style-type: none"> 1. Sourced from within Prosiect Gwyrdd partnership area; 2. Sourced from within SE Wales Region (as defined by the SE Wales Regional Waste Plan Draft 1); 3. Sourced from outside the SE Wales Region. Also identify the quantity, types and sources of any other inputs such as recyclables, or other input types (e.g. refuse derived fuel). Please provide evidence of contracts or other arrangements to support your plan.		Maximum No. of 2000 words

L3.14 Approach to securing consents and authorisations

10%

D3	What is the fit of the proposed Solution with planning and National Strategic Policies	
Explain how your proposed solution will be consistent with: <ul style="list-style-type: none"> • National, Regional, and Local Planning Policy; • Take into account the key considerations of the waste hierarchy, proximity principle and self-sufficiency. 		Maximum No. of 1000 words.
D4	What is your understanding of expected Risks in the Planning application process and your proposed mitigation approach	
Provide details of: <ol style="list-style-type: none"> 1. Risks expected in the planning application process and outline the proposed approach to managing and reducing those risks. 		Maximum No. of 1500 words

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Give particular details on the coordination of the gaining of consents and the proposed project plan;	
2. The proposed team to be deployed in site assessment work and in the gaining of Planning Consents.	

L3.15 Robustness of planning & permitting timetable**20%**

D5	How will you achieve any necessary, operating permits and licenses for the proposed Solution in a timely manner	
1. Provide details of your plans to achieve any necessary, operating permits and licenses;	2. List and provide justification for all assumptions made, including an assessment of risks and details of mitigation measures;	Maximum No. of 1500 words.
3. Include a programme setting out the key stages of each application process, and the documents, surveys, consultation, and statutory timeframes for each.		

L3.16 Quality of design and compatibility with local planning requirements**20%**

D6	What is your design process.	
Provide details of how the facility design process will have regard to Welsh Assembly Government's Technical Advice Note 12 Design ('TAN 12') and supplementary guidance.		Maximum No. of 1000 words.
D7	How will the facility achieve the BREEAM Industrial standard of "Excellent"	
Provide details of how the facility will achieve the BREEAM Industrial standard of "Excellent". Please include:	1. Key design requirements; 2. Activities; 3. Personnel; 4. Evidence gathering; 5. Validation monitoring to be undertaken.	Maximum No. of 1500 words.

L3.17 Environmental Impact Analysis**25%**

D8	What are the environmental impacts of the proposed solution in relation to Resource depletion, Air acidification, Eutrophication, Freshwater aquatic toxicity, Human toxicity and Localised vehicle movements.	
	Please note Global warming potential will be assessed in Question D10	
	Please provide a WRATE Model for the proposed waste treatment solution. The WRATE Model will need to be developed in accordance with the Instructions to Participants given in Appendix 12 Technical Assumptions, and the WRATE Form given in Appendix 12 must be completed and submitted along with the model.	Unlimited number of words
	It is on the basis of the WRATE scores the Partnership will assess proposed Solutions in terms of emissions and other environmental	

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impacts, performance will be compared against each other.	
D9	What will be the impact and management of Carbon for the proposed Solution,
Based on the WRATE results, please provide a draft Carbon Management Plan that includes:	Maximum No. of 2000 words.
<ol style="list-style-type: none"> 1. The WRATE Score for Global Warming Potential; 2. A discussion of the anticipated Carbon Footprint of the proposed Solution, including a review of the parts of the solution that are the greatest contributors; 3. How the Carbon Impact of the Solution will be reduced over the life of the Contract. 	

L3.18 Stakeholder Communications Plan**10%**

D10	How will you handle PR and Communications for ALL phases of the contract.
Please provide a draft Stakeholder Communications Plan, that includes: <ol style="list-style-type: none"> 1. How the plan will interact with all planning phases of your nominated site 2. How the Contractor will keep the Partnership apprised of all material issued relating to the provision of the Services at all times; 3. How the Contractor will support the Partnership's work to raise public awareness of waste, issues; 4. Ensure information is readily available to support the Partnership's internal and external public relations activities in connection with the Services; 5. At least two public open days per year at the Site(s); and 6. Ensure the facilities for visitors are: <ol style="list-style-type: none"> i available as a minimum five days a week, including weekends and bank holidays (but excluding Christmas Day, Boxing Day and New Years Day), ii free of charge to any Partnership Related Party, iii maintained in good and workable condition at all times. 	Maximum No. of 1500 words.

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SECTION E - ISOS Service Delivery Questions**L2.4 SECTION E - ISOS Service Delivery Questions 10%**

Criteria Ref.	Criteria Name	Weighting
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L3.19	Operational phase management arrangements	15%
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E1	How will you deliver the Contract during the Operational Phase.	
	Provide draft Service Delivery Plan should include details of the management arrangements for the operational phase of the project including: <ol style="list-style-type: none"> 1. Personnel structures; 2. Roles; 3. Key tasks; 4. Associated resourcing; 5. Key operating procedures; 6. Security arrangements; 7. Data management; 8. Storage & Storage Capacity (in no of days); 9. Treatment; 10. Opening hours. 	Maximum No. of 2000 words

L3.20	Quality of Transport plan	20%
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E2	How will the transportation of Contract Waste from delivery points be undertaken and comply with applicable legislation.	
	Provide a draft Waste Transport Plan including: Details of journeys, loads, routes and means of transport for transporting received Contract waste from the Delivery Point(s) to treatment facility(ies); and transporting products and process residues to their final deposit points	Maximum No. of 1500 words.

L3.21	Collection Partnership Interfaces	10%
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E3	How will the proposed technical solution impact on each of the Partner Waste Collection Authorities'	
	Provide a draft Operational Plan in terms of: <ol style="list-style-type: none"> 1. Direct delivery of waste to the facility; 2. Requirements for transfer and bulking facilities; 3. Detail the capacities, anticipated throughputs and suggested sites/locations; 4. Maximum vehicle turnaround time. 	Maximum No. of 1500 words.
E4	What will be the process for proper receipt of Contract Waste at the Proposed Delivery Point(s)	
	Describe the procedures to be implemented at the proposed Delivery Point(s) to ensure proper: <ol style="list-style-type: none"> 1. Reception; 	Maximum No. of 1000 words.

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2. Inspection; 3. Recording; 4. Prompt turnaround of authority vehicles.	
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L3.22 Health and safety arrangements**5%**

E5	How will you manage Health and Safety within the Solution	
Provide:		Maximum No. of 1000 words.
1. An implementation plan for Health & Safety for the proposed solution.		
E6	How will you manage Fire Safety within the Solution	
Please provide:		Maximum No. of 2000 words.
1. An implementation plan for Fire Safety for the proposed solution.		

L3.23 EMS and QA systems**10%**

E7	How will externally accredited environmental management systems be applied to the proposed Solution?	
Provide:		Maximum No. of 2000 words
1. An implementation plan for environmental management systems in respect of external accreditations for the proposed solution.		
E8	How will externally accredited quality assurance systems be applied to the proposed Solution?	
Provide:		Maximum No. of 2000 words.
1. An implementation plan for external accreditations of quality assurance systems for the proposed solution.		

L3.24 Arrangements for continuous improvements.**5%**

E9	How will continuous improvement be provided throughout the duration of the Contract?	
Provide a draft Continuous Improvement Plan for the services throughout the proposed contract, outlining the improvement activities that would be undertaken and the targets that would be monitored with their reporting periods.		Maximum No. of 1000 words.

L3.25 Quality of data acquisition and reporting arrangements**10%**

E10	What will your procedures be for the management of performance data?	
Provide full details of procedures for the sourcing, capture, routing and reporting of dependable performance data.		Maximum No. of 1000 words.
Your response should include all measures relating to receipt of waste,		

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storage, processing and treatment, operations and despatch of products and process residues from the facilities. Include details of systems employed and the timescales for the provision of data.

L3.26 Technical and environmental benefits of Third party Waste

15%

E11	What will be the reliance of the proposed Solution upon Third Party Waste for technical and environmental viability	
<p>The Partnership recognises potential efficiency flexibility and economic benefits of facilities larger than that required to deal with Contract Waste, Participants will be assessed on proposed process to effectively manage the utilisation of Third Party Waste and to ensure minimum risk to the delivery of the Service.</p> <p>In your response please identify:</p> <ol style="list-style-type: none"> 1. How you would ensure that Contract Waste is given priority and how is this secured e.g. legal position if capacity is reduced through maintenance or other issues; 2. specific risks which relate to your proposed arrangements for securing the Third Party Waste stream and how you propose to mitigate those risks; 3. the extent to which your proposals are compatible with local and regional policies and national guidance; and 4. the technical benefits or disadvantages that treating waste other than Contract Waste can bring to the proposed Solution. 		Maximum No. of 2000 words

L3.27 Managing complaints

5%

E12	How will Enquiries and Complaints be dealt with in a prompt and timely manner	
<p>Provide a draft Operational Phase Enquiries and Complaints Plan demonstrating how enquiries and complaints will be dealt with in accordance with the timescales stated in the Partnership's Enquiries and Complaints Procedures.</p>		Maximum No. of 1500 words

L3.28 Provisions for Aftercare and Hand-Back

5%

E13	How will you ensure smooth transition of services following expiry or termination of the contract	
<p>Provide a draft Hand-Back/Aftercare Plan, should include how the following (at a minimum) will be managed:</p> <ol style="list-style-type: none"> 1. land interests associated with the Site(s); 2. the updated and complete Contracts; 3. all Assets associated with the Site(s); 		Maximum No. of 1000 words.

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<ol style="list-style-type: none"> 4. any ongoing liabilities; 5. a programme which shall be updated as required during the lifetime of the Contract and shall be agreed with the Partnership, prior to the Hand-Back Plan being updated; 6. all Personnel associated with the Facility(ies) and which are proposed to form part of the Hand-Back Plan; 7. the transfer of any Consents and Environmental Permits relevant to the Facility(ies) to the Partnership or to its nominated Contractor(s); and 8. all test procedures, and required standards of tests and procedures for assessment by the Partnership for the following tests: <ol style="list-style-type: none"> i. to determine that the structure of the Facility(ies) and permanent plant, equipment, fixtures and fittings are sound and to identify any remedial measures to be carried out before the Expiry Date in addition to planned maintenance as set out in the Service Delivery Plan; ii. to demonstrate satisfactory functional operation of the Facility(ies) and to identify any remedial measures to be carried out before the Expiry Date in addition to planned maintenance as set out in the Service Delivery Plan; and iii. to determine satisfactory performance for handling and treating Waste in accordance with Consents and this Specification, including, without limitation, the output standards set out in the Contract. 	
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SECTION F - L1.2 - Deliverability & Integrity of the Proposed Solution weighting 5%

Criteria Ref.	Criteria Name	Weighting
L2.5	Deliverability of Site(s)	35%

F1	What risks do you anticipate in relation to the proposed facility(ies) location(s) and how will they be managed.	
Provide: 1. Details of the Risks identified in relation to your proposed Site (whether the Partnership's Optional Site or an Alternative Site(s)); 2. Your proposals for overcoming them or mitigating the risks.		Maximum No. of 1500 words

L2.6	Corporate and Social responsibility	35%
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F2	Please provide a draft Corporate Social Responsibility Plan that should include Good Neighbour Policies and how will these will be achieved.	Maximum No. of words for answer 1500.
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L2.7	Integrity of the Development and Delivery of the Solution	30%
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F3	What is your approach to appointing your key suppliers and sub-contractors?	
Please list your proposed suppliers/sub-contractors for the following key components of the submission, where relevant: 1. Turnkey contractor(if relevant); 2. Civil Works Contractor; 3. Waste processing Equipment (if relevant); 4. Furnace/boiler (if relevant); 5. Flue gas cleaning (if relevant); 6. Turbine or prime mover (if relevant); 7. Operation and Maintenance. Note for Participants; Information for both the Participant and suppliers referenced will be taken into account. Where information for both is substantive this will achieve a high mark. Where either or both parties provide little or no quality information, this will achieve a lower mark. If you have not yet selected specific suppliers or subcontractors this will be considered an omission, however please provide a list of preferred suppliers and subcontractors from whom you will select in due course.		Unlimited number of words
F4	What is your approach to the development and delivery of this project?	
Your response should incorporate: 1. Identify the roles of any relevant advisors, financiers and sub-contractors to support your project proposals; 2. Why have you chosen this structure and team;		Maximum number of 2500 words

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3. An outline organisation and staffing structure you propose to use for Delivery of this Contract, accompanied by a suitable narrative description explaining the different seniorities of the team, how many people will be operating at what level and what their respective roles will be.	
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L2.8	Affordability (Cost)	33%
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Responses to questions G1, G2 and G3 will be used to evaluate this criterion as a whole.

L.3.30	Payment Profile	12%
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L.3.31	Sensitivity Testing	12%
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L2.9	Financial Robustness	23%
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Responses to questions G1, G2 and G3 will also be used to evaluate this criterion as well as responses to the questions H1-H4, B1-B6 and B9 to B11.

H1	<p>Please provide a statement confirming that your submission, and in particular, the cost of your Solution(s) has been calculated on the basis of each of the following:</p> <ol style="list-style-type: none"> 1. your Unprocessed Landfill Performance Target as defined in paragraph Section 3.1 of the Output Specification for each Contract Year; 2. your Contract Waste Recycling Target set out at paragraph Section 3.1 of the Output Specification; 3. your Processed Landfill Performance Target as defined in paragraph Section 3.1 of the Output Specification for each Contract Year. <p>For the avoidance of doubt, please confirm that the targets above correspond to the responses you have set out in Technical question B1.</p>	Maximum number of 1000 words
H2	<p>The Partnership requires Solutions whose cost is based on guaranteed levels of third party income (e.g. income derived from the sale of recyclable materials, Treatment Residues, energy or income from handling or treating non contract waste) only and not expected or aspirational levels of income.</p>	
	<p>For each income type Participants are required to state to what extent their third party income assumptions are guaranteed.</p> <p>In the event Participants are not in a position to confirm that their assumptions are guaranteed at this stage, Participants should confirm what assumptions they have made in relation to third party income together with their rationale or justification for these assumptions.</p>	Maximum number of 1000 words
H3	<p>Participants are required to set out if they have assumed different performance and economic (e.g. income and cost) assumptions for the Treatment Residues from the treatment of Contract Waste and Non Contract Waste and explain any differences.</p>	Maximum number of 1000 words
H4	<p>If applicable please describe any proposals for the treatment of Non-Contract Waste at the facility and clearly demonstrate how the inclusion of Non-Contract Waste will benefit the Partnership financially.</p>	Maximum number of 500 words

L2.10 Deliverability of the funding package

22%

I1	<p>Please provide details of the proposed funding solution by answering the following questions</p> <p>In terms of the senior funding please state:</p> <ol style="list-style-type: none"> 1. Whether it is proposed this will be project 	Maximum number of 1000 words
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	<p>finance or corporate finance, and in the case of the former, will this be bank debt, bond or private placement. In the case of the corporate finance, whether it will be from existing internal resources or through a corporate borrowing facility;</p> <p>2. Who will provide the senior funding.</p> <p>In broad terms the security package that is envisaged for the different elements of the Project.</p>	
I2	<p>Where the funding solution for the proposed technological solution is project finance please provide details of the anticipated levels of gearing envisaged for the Project, and in the case of corporate finance confirm whether there would be any separate equity and the basis on which you would be measuring investment return (e.g. Project IRR). Please explain how and when the interest rate on any inter-company loan will be set, and indicate what effect this will have on the tendered price.</p>	Maximum number of 1000 words
I3	<p>In terms of junior debt and equity please describe:</p> <ol style="list-style-type: none"> 1. The proposed products (e.g. pure equity, subordinated debt) 2. Who will provide this funding and in what proportions 3. Whether any bridging facilities are likely to be provided and by whom, and what guarantees you anticipate will be required 4. The anticipated cost of the junior debt and equity 	Maximum number of 500 words
I4	<p>EITHER:</p> <p>Where the funding institutions (both debt and equity) are known please provide a letter confirming an in principle agreement to fund, this must confirm the extent to which they support your proposed technology and whether or not, in the case of the debt provider, the technology has been banked by them. If the funder has not banked the proposed technology but has supported the proposed technology, please provide details of the relevant credit committee approval obtained appropriate to the relevant stage of competition. Also set out the process by which you will continue to develop your funding solution through to financial close including an indication of the nature and timing of due diligence and approvals.</p> <p>For corporately funded solutions, please:</p> <p>Please state the process that you intend to follow to ensure funding will be in place by CFT stage and confirm when the</p>	Maximum number of 1000 words

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	<p>corporate loan facility will be made available.</p> <p>Please confirm what level of due diligence has taken place to date, and confirm whether any internal and/or external due diligence will be undertaken and given there is no external funder what this would involve and when will it be completed.</p> <p>Please outline any corporate funding requirements from current tenders and existing contracts and arrive at an overall estimate of the call on the Participant's corporate funding resources that would arise from this activity.</p> <p>Does the Participant have a cap on funding that is available from its current known existing sources. If so what is this level. If this level was breached how would the Participant propose to manage this position.</p>	
I4a	<p>OR:</p> <p>Where the funding institutions are not yet confirmed, please state how you have arrived at the answers on funding. State the process that you intend to follow to ensure funding will be in place by CFT stage, stating where you have undertaken a similar process between ISOS and CFT stages under the competitive dialogue procedure. Please also state in broad terms what funding structure you are aiming for.</p>	Maximum number of 1500 words
I5	<p>Please set out your approach to maintaining and managing competitive pressure with funder(s) to ensure that you are able to deliver a value for money funding solution.</p>	Maximum number of 500 words
I6	<p>In the context of the on-going international financial markets liquidity crunch, please demonstrate how you will ensure the deliverability of the funding solution to the Partnership. In particular, please set out:</p> <ol style="list-style-type: none"> 1. Discussions that have taken place to date with funder(s) regarding their commitment to ensuring deliverability of the funding solution; 2. How you would manage the scenario where their preferred funder withdrew support, and what reserve positions are you considering; 3. Yours, and your proposed funders acceptance of the recently issued refinancing provisions; 4. Your approach to managing club funding arrangements, where you consider this could potentially apply to you. <p>Also, where the funder(s) is (are) known please provide in the funder's letter submitted in response to question I4 details of the funder's commitment to ensuring deliverability of the funding solution, clearly stating any significant caveats anticipated to the funding terms during</p>	Maximum number of 1500 words

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	the course of the procurement and beyond in respect of the Project.	
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L2.11 Acceptance of Payment Mechanism**22**

J1	<p>The Partnership has produced Payment Mechanism Principles Paper (included at Appendix 8) that it intends to develop further for Participants to price against. Please state whether the principles set out in the Payment Mechanism Principles Paper will be acceptable to both you and your funders. If any particular aspect of the Payment Mechanism Principles Paper is unacceptable or if you believe better value for money could be achieved by amending please state:</p> <ol style="list-style-type: none"> 1. what principle this is; 2. what amendment you propose; and 3. how this will impact on your price and/or risk position 	Maximum number of 1000 words
J2	<p>In addition to providing responses to questions J1 above, the Partnership requires Participants to comment on the specific issues addressed under the following various sections of the Payment Mechanism Principles Paper:</p> <p>In respect of Section 3 of the Payment Mechanism Principles Paper based on your responses to the questions B1-B6 and B9-B11 (and for the avoidance of doubt the evaluation of questions B1-B6 and B9-B11 are for financial implications of the responses to those questions only as required below)</p> <ol style="list-style-type: none"> 1. set out the rationale of how you will arrive at the guaranteed levels of income from guaranteed third party waste which will be built into the financial model to offset the Unitary Charge, and your proposals for sharing income above those levels with the Partnership. 2. set out the rationale of how you will arrive at the guaranteed levels of income from the any process products (including heat, electricity and recyclates) which will be built into the financial model to offset the Unitary Charge, including whether you will look to deal with different products separately. Also set out your proposals for sharing income above any guaranteed levels with the Partnership. <p>In respect of Section 3 of the Payment Mechanism Principles Paper set out any comments you may have on the Partnership's approach to "LAS" risk</p> <p>In respect of Section 5 of the Payment Mechanism</p>	Maximum number of 3000 words

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	<p>Principles Paper set out any comments you may have on the Partnership's Hot Commissioning Period payment proposals.</p> <p>In respect of Section 7 of the Payment Mechanism Principles Paper:</p> <ol style="list-style-type: none"> 3. Provide an indication of the proportion of overall investment return you are likely to be seeking through the Base Payment of the Unitary Charge, and the rationale for your approach. 4. Provide information regarding the likely types/and quantum of costs you would seek to recover as part of the Base Payment of the Unitary Charge. <p>In respect of Section 8 of the Payment Mechanism Principles Paper:</p> <ol style="list-style-type: none"> 5. Provide an indication of the proportion of overall investment return you are likely to be seeking through the Marginal Element of the Unitary Charge, and the rationale for your approach. 6. Provide information regarding the likely cost types and their quantum, you would seek to recover as part of from the Marginal Element of the Unitary Charge. 7. Provide information regarding any approach to banding of the Marginal Element of the Unitary Charge which demonstrates value for money to the Partnership. <p>In respect of Section 12 of the Payment Mechanism Principles Paper set out any comments you may have on the Partnership's approach to Diversion Performance Deductions.</p> <p>In respect of section 14 of the Payment Mechanism Principles Paper please set out:</p> <ol style="list-style-type: none"> 8. State the categories and the level of operating costs that would be applicable for the purposes of the performance standard failure deduction monthly cap and how would this relate to the sub-contract arrangements you expect to enter into in relation to the Project <p>In respect of section 16 of the Payment Mechanism Principles Paper set out:</p> <ol style="list-style-type: none"> 9. Your approach to indexing of the Base Element of the Unitary Charge including the types of indices you anticipate applying; 10. Your approach to indexing of the Marginal Element of the Unitary Charge including the types of indices you anticipate applying; and 11. Any other price indexation proposals you anticipate 	
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Section K - L1.4 - Legal and Contractual Questions

Please answer the following two Legal and Contractual Questions. Please note that are no page limits to adhere to when answering Questions K1 and K2.

Criteria Ref.	Criteria Name	Weighting
L2.12	Risk Allocation and Commercial Terms	70%

K1	Please confirm your acceptance of the principles set out in the Risk Allocation Matrix at Appendix 7 of this ITPD. If, and to the extent, you propose to derogate from the Partnership's preferred position on risk allocation, please confirm your detailed proposals and provide project specific and/or value for money justification for the Partnership to consider.	
K2	<p>Please detail your proposed contractual structure and detail the security package you propose to offer the Partnership in the form of warranties, parent companies guarantees, performance bonds and/or guarantees from:-</p> <ol style="list-style-type: none"> 1. Your company; 2. If part of a group, your ultimate parent company; 3. Members of your supply chain; 4. Construction/EPC contractor; 5. Operating contractor; and 6. Others (identify). 	

L2.13	Contractual Structure	15%
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The answer to K2 above will be evaluated for the purposes of the Level 2 Criteria "Contractual Structure".

L2.14	Approach Towards Key Project Risks	15%
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The answers to K1 and K2 will be evaluated for the purposes of the Level 2 Criteria "Approach towards key project risks".

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PROSIECT GWYRDD
PRICE & TONNAGE PRO-FORMA
INSTRUCTIONS TO BIDDERS

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

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

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

Tonnage of treatable waste (per reference project)

The tonnages to be used for modelling purposes are the tonnages of Contract Waste per ISOS Technical Assumptions. To aid certainty, these have been already input into Row 17

If agreement is reached through the dialogue process that additional categories of waste can be accepted then this figure will be updated as appropriate.

Waste Tonnage to Landfill

Tonnage of active Unprocessed Contract Waste to Landfill should be entered in Row 21.

Unitary Charge

The Unitary Charge should be provided as a 'real' figure price based as at April 2009.

There are two possible profiles that can be entered:

1) Profile: 1 - A fixed proportion of the unitary charge is unindexed / indexed.

The full unitary charge should be entered in Row 47 column F (constant figure per annum) with the percentage of the unitary charge not to be indexed being entered in cell B45.

Reference to the Unitary Charge in the Bid Model should be provided in C47 only if a model is being submitted. It is not a requirement at ISOS stage.

2) Profile: 2 - The unitary charge has been manually scripted and varying proportions are indexed in different time periods.

Enter the profiled unindexed and indexed elements of the unitary charge in Row 52 and Row 53.

Reference to the Unitary Charge in the Bid Model should be provided in C52 and C53 only if a model is being submitted. It is not a requirement at ISOS stage.

Selecting the appropriate Profile

Only one of the profiles will be applied to determine the nominal unitary charge payable by the authority.

This should be done by selecting either Profile:1 or Profile:2 from the drop down menu in cell B57. Bidders need not complete both profiles.

Indexation Rate

Bidders should enter the proportion of the stated indices to be used to determine the blended rate. Bidders may add to the basket of indices subject to agreement with the Council in advance.

Other Costs

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

PROSIECT GWYRDD

Authorities' Inputs

Bidder's Inputs

Bidder's Name**COST PRO-FORMA****Information for the Participant**

Parameter	The Participant should provide the headings for the overall input parameters. Participants should include additional h
Sub-Parameter	The Participant should provide the headings for the input sub-parameters. Participants should include additional h
Other parameters	The Participant should use additional rows to detail specific input parameters if required.
Value	The Participant is required to provide the value of the input.
Derivation (eg participant, sub-contractor, supplier)	The Participant is required to detail how the input parameter has been derived, eg Participant, sub-contractor, sup accompanied by a supporting document (e.g letter, quote, heads of terms)
Justification of Robustness	The Participant is required to demonstrate and justify how the input parameter reflects a market position within the

Parameter	Unit	Value (Base Date April 2009)	Value in Foreign Currency if applicable	Likely indexation % to be applied to cost	Derivation (eg participant, sub- contractor, supplier)
Capital Expenditure					
Civils Costs	£				
Building Costs	£				
M&E Costs	£				
Risk Premium	£				
Other Capital Expenditure Costs (please provide details)					
Other:					
Other:					
Other:					
Other:					
Operating Costs					
Labour	£ pa				
Consumables	£ pa				
Utilities	£ pa				
Maintenance	£ pa				
Process Residues Management (non-landfill)	£ pa				
Landfill	£ pa				
Overheads	£ pa				
Other Operating Costs (please provide details)					
Other:					
Other:					
Other:					
Other:					
Margin	£ pa				
Lifecycle Costs					
Other Lifecycle Costs (please provide details)					
Other:					
Other:					
Other:					
Other:					
Revenues					
Energy	£ pa				
Third Party Waste	£ pa				
Recyclables	£ pa				
Other Revenues (please provide details)					
Other:					
Other:					
Other:					
Other:					
Construction Period Insurance	£				
Operational Period Insurance	£ pa				
NNDR	£ pa				

al headings where the headings provided do not capture all the required input parameters.

readings where the headings provided do not capture all the input parameters.

plier, etc. Where the derivation is from a party other than Participant, the input parameter should be

e waste sector and may therefore be considered by the Authority to reflect a robust price.

Justification of Robustness

[illegible]

[PR 1 WORKS REQUIREMENTS]

General

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

Design and Delivery Requirements

SERVICE OUTPUTS – WORKS REQUIREMENTS

SO 1.1 The Works shall be undertaken in accordance with all applicable Legislation and Consents and the Method Statements.

- 1.4 The Contractor shall provide Works that shall be suitable and efficient for all vehicles bringing Contract Waste to the Site(s) and vehicle egress from the Site(s). As a minimum, the Facility(ies) shall be capable of accepting all vehicles up to and including bulk trailers. The vehicle type and design of the discharge arrangements may change during the Contract Period and therefore the Facility(ies) shall be flexible and capable of accepting or be readily adaptable to accept a wide range of vehicles. The types of vehicles currently being used are provided in Appendix B.
- 1.5 The Works shall be designed and constructed to ensure that all waste processing treatment and product storage takes place within confined spaces with appropriate environmental controls provided.
- 1.6 Where energy recovery is part of the Solution, the boiler and turbine equipment shall be designed to have the capability of supplying heat and steam.
- 1.7 Contractor shall ensure a maximum turnaround time of [no more than 20 minutes] per Authorised Vehicle delivering Contract Waste to the Facility(ies). The turnaround time shall be measured as the time taken from weighing in to weighing out, based on the weighbridge records, and for the avoidance of doubt includes being weighed in, being monitored, discharging the Contract Waste, and being weighed out. The Contractor shall design the weighbridges such that queues shall not form at the entry weighbridge. In the event that queuing at the entry to the weighbridge occurs, then the turnaround time shall begin when the Authorised Vehicle joins the queue, as determined from tachograph data.
- 1.8 The Works shall be designed and constructed to include suitable storage facilities for Contract Waste of a size and volume which are capable of storing a minimum of [four (4) days average] Contract Waste delivered to the Site(s) without prejudice to the terms of the Contingency Plan.
- 1.9 The Works shall include equipment capable of monitoring, weighing and electronically recording each load and vehicle bringing Contract Waste and any Third Party Waste to the Site(s) and each load and vehicle removing Contract Waste and/or products and/or residues of treatment from the Site(s). The information to be recorded shall as a minimum be that required by the Contractor for the purpose of meeting their obligations under the Contract.
- 1.10 The Works shall be designed and constructed to include all necessary storage and material handling equipment to facilitate storage and/or removal of all Contract Waste from the Site(s) and in accordance with the relevant Method Statements.

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- 1.11 The Works shall be designed and constructed to include all necessary infrastructure and utility services required to meet the requirements of this Schedule including but not limited to their connection, security of supply and capacity.
- 1.12 The Works shall be designed and constructed to include a dewatering area for street cleansing vehicles.

Minimum Works Requirements

- 1.13 The Contractor shall ensure that the Works comply with Good Industry Practice, all applicable Legislation and Consents including, but not limited to, the following:
- British standards, codes of practice, or equivalent European industry recognised standards and guidance;
 - Health and Safety Executive guidance notes;
 - The Welsh Assembly Government's and the relevant local authority's planning policies including TAN 12 Design and supplementary guidance;
 - Requirements of the utilities companies;
 - Building Research Establishment Digest recommendations;
 - Fire safety requirements in agreement with the fire authority;
 - Environmental Agency guidance notes, consents and authorisations;
 - Site Waste Management Plan Regulations; and
 - Construction (Design and Management) Regulations 2007.
- 1.14 The Contractor shall provide materials, equipment, plant, machinery and other goods of sound and satisfactory quality and fit for purpose for which they will be used. All workmanship and manufacture of fabrication shall meet or surpass all relevant British or EU standards or equivalent.

Civil and Building Works Specification

SERVICE OUTPUTS – CIVIL AND BUILDING WORKS REQUIREMENTS

- SO 1.2** The Contractor will develop and implement a Site Waste Management Plan that details how the Contractor will measure and report the quantity of construction waste produced, the quantity of construction waste sent to landfill, the amount of construction and demolition materials that are recovered and the total material value derived from re-used and recycled content in new build.
- SO 1.3** The Contractor will design and construct the Facility(ies) so that it achieves a BREEAM: Industrial standard of "Excellent".

- 1.15 The Contractor shall adopt and implement a recognised industry standard civil and building works specification, for the design, construction, commissioning and testing of the Works.
- 1.16 The architectural, civil engineering and site works and finishes provided shall be in accordance with current industrial standards having regard to best practice in the waste management industry and conforming to the requirements of the relevant necessary consents.
- 1.17 The Contractor shall:
- Develop (and subsequently implement) a Site Waste Management Plan, which shall be provided to the Partnership prior to commencement of the Works, detailing how the Contractor will measure and report the quantity of construction waste produced and the quantity of construction waste sent to landfill;
 - Recover a minimum of []% of construction and demolition materials;

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- c) Ensure that a minimum of 10% of total material value derives from re-used and recycled content in new build; and
- d) Design and construct the Facility(ies) so that it achieves a BREEAM: Industrial standard of “Excellent”.

Mechanical and Electrical Specifications

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

Employee Specifications

- 1.19 The Contractor shall ensure that all persons employed in connection with the construction of the Works are suitably skilled and experienced in their several professions, trades and callings or adequately supervised.
- 1.20 The Contractor shall ensure that all aspects of the Works are supervised by sufficient numbers of persons who have adequate knowledge for the satisfactory and safe performance of the Works in accordance with the Contract and with regard to the activities which are carried out at the relevant Site(s) and to the nature of persons occupying the relevant Site(s).

Planning and Permitting

SERVICE OUTPUTS – PLANNING AND PERMITTING

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

- 1.21 The Contractor shall be responsible for obtaining the necessary Consents and Environmental Permits to develop and operate the Facility(ies).

Existing Structures and Infrastructures

- 1.22 The Contractor shall be responsible for identifying and undertaking all enabling works necessary to ensure the Site(s) is suitable for the development of the Works.
- 1.23 The Contractor shall carry out all demolition of existing structures and make safe redundant infrastructure on the Site(s) in accordance with BS6187:2000.
- 1.24 The Contractor shall be responsible for undertaking remediation or removal of any contaminated waste, material or land.
- 1.25 The Contractor shall carry out any protection and diversion works associated with any existing infrastructures located on the Site(s) required for the construction of the Works and ensure continuity of utility supplies to any Adjoining Properties in so far as they may be affected by the Works. This shall include but is not limited to gas, electricity, water, sewerage and communications services.
- 1.26 The Contractor shall ensure that adequate retaining walls and/or support to excavated faces are provided to support any Adjoining Property during the carrying out of the Works.
- 1.27 The Contractor shall ensure the Site(s) (and any Works carried out outside the Site(s)) is safe and secure throughout the period up to the Acceptance Date and shall ensure no unauthorised access to the Site(s).

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- 1.28 The Works shall be suitably housed and protected such that waste delivery vehicle operators, Authority Representative, Authority staff or visitors cannot gain access to areas or parts of the Site(s) that could cause harm or a risk to their health and safety.

Site Access and Circulation

SERVICE OUTPUTS – SITE ACCESS AND CIRCULATION

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

- 1.29 The Contractor shall design and construct the internal road and pedestrian area layout within the Site(s) to allow safe movement of vehicles and pedestrians and with regard to health and safety Legislation and Good Industry Practice. This shall include making provision for the safe and efficient movement of visitors around the site during all phases of the Contract.
- 1.30 The Contractor shall provide access to the Site(s) from the external road network.
- 1.31 The Contractor shall ensure the security of the Site(s) and allow the Authority safe and efficient access during the Opening Hours. This shall include but is not limited to:
- a) Suitable levels of artificial illumination for the purpose of ingress and egress from the Site(s), way finding and discharging Contract Waste;
 - b) Lighting to meet the requirements of:
 - i) The Chartered Institution of Building Services Engineers (CIBSE) Lighting Guide;
 - ii) The Institution of Lighting and Crime; and
 - c) Signage indicating access and egress.

Welfare and Visitor Facilities

- 1.32 The Contractor shall design and construct within the Facility(ies) welfare (toilet) facilities for the drivers and operatives of Authorised Vehicles. The location of the welfare facilities should be such that their usage is not included in vehicle turnaround times. The Contractor shall, if necessary, provide parking for Authority Vehicles for safe use of the welfare facilities.
- 1.33 The Contractor shall incorporate facilities for visitors within the Facility(ies). The facilities for visitors may be combined with the Contractor's office and meeting facilities or a stand-alone facility as described within the Contractor's Proposals.
- 1.34 The facilities for visitors shall:
- a) be accessible without the need for visitors to be issued with personal protective equipment;
 - b) be suitable to accommodate groups (including seating) of up to 30 people, including school children;
 - c) have or have access to appropriate toilet facilities;
 - d) have or have safe access to a view of part of the Facility(ies), for example the control room or a viewing gallery over the tipping hall, without requiring visitors to be issued with personal protective equipment;
 - e) be supplied with a computer, projector, and screen, furniture and fittings as necessary.
- 1.35 The Contractor shall ensure that there is sufficient visitor parking space to enable up to seven (7) cars or one (1) bus to park within the boundaries of the Facility(ies).

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Environmental Consideration and Nuisance Control

- 1.36 The Contractor shall minimise nuisance and environmental impact during construction and shall design and construct the Works so as to minimise nuisance and environmental impact including but not limited to the impact of:
- a) light;
 - b) noise;
 - c) vermin and other pests;
 - d) litter;
 - e) flies;
 - f) dust;
 - g) emissions;
 - h) odour; and
 - i) traffic.
- 1.37 The Contractor shall ensure that all construction vehicles leaving the Site(s) are adequately cleaned to prevent the deposit of waste material and debris on any Adjoining Property. If such material or debris is so deposited the Contractor shall employ such measures as shall be necessary to remove the material and debris and to clean and reinstate such Adjoining Property to the reasonable satisfaction of the owners or occupiers of the Adjoining Property.
- 1.38 The Contractor shall ensure that all waterways and reens on the Site(s) are protected.

Health and Safety

SERVICE OUTPUTS – HEALTH AND SAFETY

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

- 1.39 The Contractor shall implement a Health and Safety Management System that is compliant with OHSAS 18001 or equivalent throughout the Works Period.
- 1.40 The Contractor shall appoint a health and safety manager who shall in respect of the Works:
- a) Liaise with the Health and Safety Executive on all relevant matters;
 - b) Co-ordinate the Contractor's health and safety plans with the Authority's health and safety policies; and
 - c) Take all necessary steps, and provide the Authority with such information as the Authority reasonably requires to satisfy itself that all necessary steps are being taken, to identify and control risks to the health and safety of persons involved in the Works.

Fire Safety

- 1.41 The Contractor shall carry out a detailed fire assessment of the Facility(ies) and operations on the Site(s) taking into account all health and safety issues, protection of the environment and the requirement for business continuity. This review shall include, but is not limited to reviewing best practice and recommendations from fire investigations on similar facilities and other related best practice industry guidance.
- 1.42 The Contractor shall identify and incorporate in the Works a Fire Strategy (which incorporates the output from the detailed fire assessment in paragraph 1.41) to minimise both the cause of fire occurring and the subsequent impact of any fire.

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- 1.43 The Fire Strategy and related fire design shall be submitted by the Contractor to the Partnership as a Reviewable Item.

Quality Management System

- 1.44 The Contractor shall implement a Quality Management System that is compliant with ISO9001 or equivalent throughout the Works Period.
- 1.45 The Contractor shall appoint a quality manager who shall in respect of the Works:
- ensure the effective operation of and implementation of the Quality Management System;
 - audit the Quality Management System at regular intervals (and as a minimum every [] months) and report the findings of such audit to the Contractor and the Authority;
 - audit any sub-contractor's Quality Management Systems, as a minimum every [] months, to ensure the Contractor's overall compliance with the Contract and report the findings of such audits to the sub-contractors and the Partnership;
 - review the Quality Management System at intervals agreed with the Authority to ensure their continued suitability and effectiveness; and
 - liaise with the Authority on all matters relating to quality assurance.

Environmental Management System

- 1.46 The Contractor shall implement an Environmental Management System in compliance with ISO14001 or equivalent at all times throughout the Works Period.
- 1.47 The Contractor shall appoint an environmental management manager who shall in respect of the Works:
- ensure the effective operation of and implementation of the Environmental Management System;
 - audit the Environmental Management System at regular intervals (and as a minimum every [] months) and report the findings of such audit to the Contractor and the Authority;
 - audit any sub-contractor's Environmental Management Systems, as a minimum every [] months, to ensure the Contractor's overall compliance with the Contract and report the findings of such audits to the sub-contractors and the Authority;
 - review the Environmental Management System at intervals agreed with the Authority to ensure their continued suitability and effectiveness; and
 - liaise with the Authority on all matters relating to environmental management.

Construction Programme

- 1.48 The Contractor shall develop and maintain a detailed Construction Programme covering all elements of the Works and based on the Construction Programme included in the relevant Method Statement.
- 1.49 The Contractor shall submit to the Authority the Construction Programme and any subsequent amendment to the Construction Programme within five (5) Business Days of any proposed amendment in accordance with the Review Procedure.
- 1.50 The Contractor shall carry out the Works in accordance with the Construction Programme.
- 1.51 The Contractor shall monitor and report to the Authority on a monthly basis progress of the Work against the latest revision of the Construction Programme.

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Construction Phase Reporting

SERVICE OUTPUTS – REPORTING

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

1.52 The Contractor shall submit to the Authority within five (5) Business Days following the end of each month, a Monthly Construction Progress Report covering the construction activities carried out in the preceding month. The Monthly Construction Progress Report shall include as a minimum a description of the following:

- a) Assessment of actual progress by comparison to the submitted Construction Programme;
- b) Progress with obtaining Consents and Environmental Permits;
- c) Progress with discharging any requirements of the Consents;
- d) Report on any material risk to achieving the Planned Service Commencement Date;
- e) Where the Monthly Construction Progress Report covers the period in which the Readiness Test Certificate is issued, the Monthly Construction Progress Report shall include a copy of the Readiness Test Certificate; and
- f) Summary of construction tasks to be carried out in the next month

As-Built Drawings

1.53 The Contractor shall provide the Authority, a set of As-Built Drawings on the earlier of the date falling [] Business Days after the date they become available to the Contractor or within [] months after the date of issue of the Readiness Test Certificate in respect of the Facility(ies).

1.54 The Contractor shall promptly update the As-Built Drawings supplied to the Authority to reflect any changes from time to time and promptly provide a set of such amended As-Built Drawings to the Authority.

Communication, Liaison and Public Relations

SERVICE OUTPUTS – COMMUNICATION, LIAISON AND PUBLIC RELATIONS

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

1.55 The Contractor shall put in place and operate throughout the period up to the Services Commencement Date, a Stakeholder Communication Plan that details its planned approach to stakeholder management, communication and community liaison, which:

- a) Identifies those likely to be affected by the Works;
- b) Identifies likely concerns and takes all appropriate steps to mitigate these concerns; and
- c) Records all complaints and comments (verbal or otherwise), letters or notices from any members of the public or statutory authority.

1.56 The Stakeholder Communication Plan shall be submitted by the Contractor to the Authority as a Reviewable Item.

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

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- a) The Contractor shall, within one (1) Business Day of a request from the Authority, provide information to support the Authority's internal and external public relations activities in connection with the performance of the Contract.
 - b) The Contractor shall respond to correspondence from the Authority's officers and members and members of the public by ensuring that an acknowledgement of the correspondence is issued within five (5) Business Days and a full reply within ten (10) Business days of receipt.
 - c) The Contractor shall complete all investigations of all complaints and issue a formal written report to the Authority within five (5) Business of the complaint being registered.
- 1.58 All publicity in relation to the Solution will be jointly agreed prior to publication.
- 1.59 The Enquiries and Complaints Plan shall be submitted by the Contractor to the Authority as a Reviewable Item.
- 1.60 Following receipt of a complaint the Contractor shall take any necessary or appropriate corrective action in accordance with Good Industry Practice and/or the Contractor's Enquiries and Complaints Plan.
- 1.61 The Contractor shall fully co-operate with and provide assistance and relevant information to the Authority and to the Commission for Local Administration ("the Ombudsman") in enquiries or investigations carried out by or on behalf of the Ombudsman in matters of alleged maladministration or injustice or any other matters arising in connection with the provision of Services under this Contract.
- 1.62 The Contractor shall participate in a formal liaison committee and a Stakeholder Liaison Group to the extent required by Schedule 18.

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PR2 COMMISSIONING REQUIREMENTS

Commissioning

SERVICE OUTPUTS – COMMISSIONING STANDARDS

- SO 2.1** The Facility(ies) will be commissioned in accordance with applicable regulations, legislation, testing, and Good Industry Practice.
- SO 2.2** The Facility(ies) will be available to accept and treat the Contract Waste by the Planned Service Commencement Date.

- 2.1 The Contractor shall develop an outline Testing and Commissioning Plan based on the Testing and Commissioning Plan included in the relevant Method Statement. The detailed Testing and Commissioning Plan shall be no less onerous than that included with the relevant Method Statement.
- 2.2 The Contractor shall submit to the Authority as a Reviewable Item the detailed Testing and Commissioning Plan as a minimum [] Contract Months prior to the Planned Readiness Date. The Testing and Commissioning Plan shall include but not be limited to the Contractor's proposals for:
- a) cold commissioning of individual Equipment and Facilities;
 - b) the process to achieve the Readiness Test;
 - c) hot commissioning of the Works including the incremental acceptance, processing and treatment of Contract Waste; and
 - d) the Acceptance Tests.
- 2.3 The Contractor shall carry out the commissioning in accordance with the Testing and Commissioning Plan.
- 2.4 Prior to the issuance of the Readiness Test Certificate, the Contractor shall carry out commissioning of the Works to demonstrate that the design construction installation and plant performance:
- a) comply with health and safety Legislation and Guidance;
 - b) comply with manufacturers requirements;
 - c) are suitable for testing their integration within the Works;
 - d) are fit for their intended purpose; and
 - e) are capable of meeting the requirement of PR2.
- 2.5 After the issuance of the Readiness Test Certificate, the Contractor shall carry out commissioning of the Works to demonstrate that their design, construction, installation and plant performance:
- a) comply with health and safety Legislation and Guidance;
 - b) comply with manufacturers requirements;
 - c) are suitable for integration within the Works;
 - d) are fit for their intended purpose; and
 - e) the requirements of PR3.
- 2.6 The Readiness Tests and Acceptance Tests will be witnessed by the Independent Certifier.

Commissioning Period Reporting

SERVICE OUTPUTS – REPORTING

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

2.7 The Contractor shall submit to the Authority within [] Business Days following the end of each Contract Month during the Commissioning Period, a Monthly Commissioning Progress Report covering all the commissioning and testing activities carried out in the preceding Contract Month. The Monthly Commissioning Progress Report shall include as a minimum a description of the following:

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

Mechanical and Electrical Specifications

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

Security

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

Quality Management System

2.10 The Contractor shall implement a Quality Management System that is compliant with ISO9001 or equivalent throughout the commissioning and testing periods.

Environmental Management System

2.11 The Contractor shall implement an Environmental Management System in compliance with ISO14001 or equivalent at all times throughout the commissioning period.

Health and Safety

SERVICE OUTPUTS – HEALTH AND SAFETY

SO 2.4 The Site(s) will comply with health and safety Legislation during commissioning.

2.12 The Contractor shall implement a Health and Safety Management System in compliance with OHSAS 18001 or equivalent at all times throughout the commissioning period.

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PR3 SERVICE REQUIREMENTS

PR 3.1 Diversion Targets

Contract Waste Treatment and Diversion from Landfill

SERVICE OUTPUTS – WASTE TREATMENT SOLUTION

SO 3.1 The Contractor will provide a Solution for the receipt, treatment and disposal of Contract Waste in accordance with targets and service standards set out within the Output Specification and the Contractor's Proposals.

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

Contract Waste

- 3.10 The Authority gives no guarantee as to the composition of Contract Waste. The Contractor shall make allowances for future changes in Contract Waste arisings and composition and shall ensure that the technical and operational processes employed are sufficiently flexible to meet Contract requirements throughout the Contract Period.
- 3.11 All data in the possession of the Authority regarding existing Municipal and Contract Waste flows and composition shall be made available to the Contractor, along with any planned service changes that may impact on the quantity and composition of Contract Waste.
- 3.12 If requested by the Authority Representative, the Contractor shall arrange for an independent body to be employed to carry out an analysis of the Contract Waste, identifying the waste by such categories as the Authority shall require.

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- 3.13 By way of guidance only but without warranty as to future projections, the quantity of Contract Waste to be accepted and processed by the Contractor each Contract Year is estimated as follows:

Contract Waste by Year	
Year	Quantity (kt)
2015*	209,542
2016*	209,156
2017	210,105
2018	209,305
2019	182,992
2020	184,028
2021	184,991
2022	186,044
2023	187,106
2024	188,177
2025	189,258
2026	190,348
2027	191,349
2028	192,457
2029	193,575
2030	194,703
2031	195,841
2032	196,988
2033	198,146
2034	199,314
2035	200,492
2036	201,681
2037	202,880
2038	204,089
2039	205,309
2040*	206,540*

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

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PR3.2 Environmental Management

Impact on the Local Environment

SERVICE OUTPUTS – ENVIRONMENTAL MANAGEMENT

SO 3.2 The Services will fully meet the requirements of Consents and Environmental Permits and applicable Legislation throughout the Contract Period.

- 3.14 The Contractor shall develop, maintain and update monthly an Environmental Impact Control Plan included in the relevant Method Statement.
- 3.15 The Environmental Impact Control Plan shall include all procedures and actions required by the Contractor to:
- i) minimise the environmental impacts of transporting, receiving, treating and disposing of Contract Waste and Third Party Waste including but not limited to the impacts from:
 - a) light;
 - b) noise;
 - c) vermin and other pests;
 - d) litter;
 - e) flies;
 - f) dust;
 - g) emissions;
 - h) odour; and
 - i) traffic.
 - ii) to meet the environmental conditions contained or referred to within the Consents;
 - iii) to meet all Legislation;
 - iv) where, practical, minimise amenity impacts on the local population; and
 - v) protect all waterways and reens,
- with respect to the Site(s) and all Contractor's operations and activities external to the Site(s).
- 3.16 The Contractor shall comply with the latest version of the Environmental Impact Control Plan.
- 3.17 The Contractor shall implement at its own cost the amendments to the Environmental Impact Control Plan including for the avoidance of doubt all changes required to the Facility(ies) and the Services.
- 3.18 The Contractor shall ensure that the ground within 400 metres of the boundary of the Site(s), including but not limited to access roads and adjoining land to which the Contractor can lawfully obtain access without payment of monies, are kept free from litter and fly tipped waste.
- 3.19 Where litter and fly tipped waste referred to in paragraph 3.16 above is brought to the attention of the Contractor by the Authority then:
- a) within [] minutes of being notified the Contractor shall, contain and control such waste with consideration to its health and safety obligations; and
 - b) within [] hours the Contractor shall remove and dispose of the litter or fly-tipped waste and clean up any affected surrounding area.

Contingency Plan

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SERVICE OUTPUTS – CONTINGENCY PLAN

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

- 3.20 The Contractor shall develop and agree with the Authority a Contingency Plan that identifies how the Services will be provided in the event that the Authority is required to deliver Contract Waste to a Contingency Delivery Point on a permanent or temporary basis or during emergency situations. The Contingency Plan shall include:
- e) Location(s) of Contingency Delivery Point(s);
 - f) Arrangements for the redirection of Contract Waste to Contingency Delivery Point(s); and
 - g) Details of any impact on the Services as a result of using the Contingency Delivery Point(s).
- 3.21 The first Contingency Plan shall be delivered to the Authority [] months prior to service commencement.
- 3.22 The Contractor shall submit any proposed changes to the Contingency Plan to the Authority in accordance with the Review Procedure.
- 3.23 The Contractor shall notify the Authority prior to implementing the Contingency Plan.
- 3.24 The Contractor shall provide an updated Contingency Plan to the Authority within [] days of a change agreed pursuant to paragraph 3.20.
- 3.25 The Contractor shall confirm within [] days of each Contract Year that the Contingency Plan is up to date.
- 3.26 The Contractor shall only store Contract Waste in designated on-Site(s) storage Facilities.

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PR3.3 Operational Interface

Receipt of Contract Waste

SERVICE OUTPUTS – RECEIPT OF CONTRACT WASTE

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

- 3.27 The Contractor shall accept Contract Waste delivered by an Authorised Vehicle during the Opening Hours agreed for specified Delivery Points, which are [Monday to Sunday, 0600h to 2200h, excluding Christmas Day and New Year's Day].
- 3.28 The Contractor shall accept Contract Waste outside the Opening Hours where requested by the Authority provided always that such requests are reasonable and consistent with all Consents. The Authority shall provide [] hours notice of the requirement for the delivery of Contract Waste outside the Opening Hours.
- 3.29 The Contractor shall implement the Non Authorised Vehicle Acceptance Procedure for each occurrence where Contract Waste is delivered to the Site(s) in a vehicle not previously notified in advance to the Contractor as an Authorised Vehicle or without the correct written or electronic authorisation.
- 3.30 The Contractor shall ensure a maximum turnaround time of [no more than 20 minutes] per Authorised Vehicle delivering Contract Waste. The turnaround time shall be measured as the time taken from weighing in to weighing out, based on the weighbridge records, and for the avoidance of doubt includes being weighed in, being monitored, discharging the Contract Waste, and being weighed out. In the event that queuing occurs at the entry weighbridge, then the turnaround time shall begin when the Authorised Vehicle joins the queue, as determined from tachograph data.
- 3.31 The Contractor shall provide such assistance as is reasonably required to assist in the unloading of Contract Waste commensurate with the design and operation of the Facility(ies) and as specified within the relevant Method Statements.

Third Party Waste

SERVICE OUTPUTS – THIRD PARTY WASTE AND BENEFIT SHARING

SO 3.5 The Contractor will share the benefits of Third Party Waste and any Energy Recovery with the Authority.

- 3.32 The Contractor shall be entitled to process Third Party Waste at the Facility(ies) with prior agreement of the Authority in order to take up spare capacity at the Facility(ies) over and above that required by the Authority, provided that:
- a) Contract Waste shall be accepted and treated in priority to Third Party Waste; and
 - b) Third Party Waste will not displace Contract Waste from the Facility(ies).
- 3.33 The Contractor shall prepare and shall agree an annual Third Party Waste Plan as part of the Services Method Statement. The Third Party Waste Plan shall:
- a) specify the forecast spare capacity at the Facility(ies) and identify the potential tonnage of Third Party Waste that will be accepted;

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- b) detail the financial benefit to the Authority arising from the acceptance and processing of Third Party Waste;
- c) include the procedures for the notification of the Authority of the quantity, nature, composition and calorific value of Third Party Waste accepted at the Facility(ies); and
- d) incorporate the Contractor's Substitute Waste Plan as required under the Contract.

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

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

Communication, Liaison and Public Relations

SERVICE OUTPUTS – COMMUNICATION, LIAISON AND PUBLIC RELATIONS

SO 3.6 In respect of the Services, the Contractor will support the Authority to promote public waste awareness activities, responsibility and education.

SO 3.7 In respect of the Services, the Contractor will manage, respond to, and report on complaints and enquiries from the Authority or third parties.

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

- a) Supporting the Authority's work to raise public awareness of waste, issues;
- b) Ensuring information is readily available to support the Authority's internal and external public relations activities in connection with the Services;
- c) Undertaking at least two public open days per year at the Site(s); and
- d) Ensuring the facilities for visitors are:
 - ii) available as a minimum five days a week,
 - iii) free of charge to any Authority Related Party,
 - iv) maintained in good and workable condition at all times.

3.37 The Stakeholder Communication Plan shall be submitted by the Contractor to the Authority as a Reviewable Item.

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

- a) The Contractor shall, within one (1) Business Day of a request from the Authority, provide information to support the Authority's internal and external public relations activities in connection with the performance of the Contract.
- b) The Contractor shall respond to correspondence from the Authority's officers and members and members of the public by ensuring that an acknowledgement of the correspondence is issued within five (5) Business Days and a full reply within ten (10) Business days of receipt.
- c) The Contractor shall complete all investigations of all complaints and issue a formal written report to the Authority within five (5) Business of the complaint being registered.

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- 3.39 All publicity in relation to the Solution will be jointly agreed prior to publication.
- 3.40 The Enquiries and Complaints Plan shall be submitted by the Contractor to the Authority as a Reviewable Item.
- 3.41 Following receipt of a complaint the Contractor shall take any necessary or appropriate corrective action in accordance with Good Industry Practice and/or the Contractor's Enquiries and Complaints Plan.
- 3.42 The Contractor shall fully co-operate with and provide assistance and relevant information to the Authority and to the Commission for Local Administration ("the Ombudsman") in enquiries or investigations carried out by or on behalf of the Ombudsman in matters of alleged maladministration or injustice or any other matters arising in connection with the provision of Services under this Contract.
- 3.43 The Contractor shall ensure a senior member of Personnel is available to provide a direct contact point for the Authority 24 hours a day throughout the Contract Period.
- 3.44 The Contractor shall participate in a formal liaison committee and a Stakeholder Liaison Group to the extent required by Schedule 18 of the Contract.
- 3.45 The Contractor shall attend quarterly meetings with the Authority and the Partners' technical officers.
- 3.46 The Contractor shall keep the Authority apprised of all material issues relating to the provision of the Services at all times.

Corporate Social Responsibility

SERVICE OUTPUTS – CORPORATE SOCIAL RESPONSIBILITY

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

- 3.47 The Contractor shall develop and implement a Corporate Social Responsibility Plan that sets annual targets for environmental, economic and social improvements that the Contractor will undertake in relation to the operation of the Facility(ies), the performance of the Services, and its interaction with the local community.
- 3.48 The Corporate Social Responsibility Plan shall be published annually [], setting out the current year's targets and progress against the previous year's targets.
- 3.49 The Corporate Social Responsibility Plan shall be submitted by the Contractor to the Authority as a Reviewable Item.
- 3.50 The Contractor's approach to Corporate Social Responsibility shall:
- (a) Exceed all statutory and regulatory obligations;
 - (b) Have regard to the Welsh Assembly Government's and the relevant authority's Corporate Social Responsibility objectives; and
 - (c) As a minimum, address:
 - ii) The waste hierarchy;

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- iii) The proximity principle, particularly with regard to the Contractor's supply chain; and
- iv) Local employment and sustainable employment practices.

Value for Money and Continuous Improvement

SERVICE OUTPUTS – VALUE FOR MONEY AND CONTINUOUS IMPROVEMENT

- SO 3.9 The Services will be operated to deliver Value for Money throughout the Contract Period.**
- SO 3.10 The Contractor will strive to Continuously Improve the Services throughout the Contract Period.**

- 3.51 The Contractor shall undertake or refrain from undertaking such actions as the Authority shall reasonably request under Schedule 15, Best Value and Continuous Improvement, of the Contract.
- 3.52 The Contractor shall comply with requests for information, data or other assistance to enable the Authority to undertake and produce the annual Best Value Performance Plan, value for money reviews for the Authority's waste operations, the Authority's waste strategy and the Comprehensive Area Assessment. The work involved in assisting the Authority to produce these reports shall use information that is readily available to the Contractor and shall be provided within [] Business Days of receiving the request.
- 3.53 The Contractor shall review its operational practices and processes to identify ways to improve the efficiency of the Service and, where reasonably practical and economically advantageous to do so, shall implement updated practices and procedures. The Contractor shall report such identified and prepared improvements within the Monthly Service Report.

Information and Reporting

SERVICE OUTPUTS – INFORMATION AND REPORTING

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

- 3.54 The Contractor shall utilise a computerised data handling system which shall be electronically linked to the weighbridge and shall generate the weights of the Contract Waste and any Third Party Waste delivered without the need for manual input.
- 3.55 The Contractor shall inspect, monitor, weigh and electronically record, in relation to each Contract Waste and Third Party Waste load and vehicle entering or exiting the Site(s), information required for the purpose of meeting their obligation under the Contract and in support of the Authority's statutory reporting requirements including but not limited to:
- a) Date;
 - b) Description of waste;
 - c) Gross, tare (actual), and net weights;
 - d) Disposal contractor number;
 - e) Registered Contract Waste/Third Party Waste carrier number;
 - f) Source/destination of waste/product/residue;
 - g) Time of arrival/departure at weighbridge;
 - h) Vehicle registration number;
 - i) Driver name and reference number; and

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- j) Site/Facility where the Contract Waste/Third Party Waste is deposited (where the Contractor is providing more than one Site/Facility).

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

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

3.58 The Contractor shall prepare a Monthly Service Report and submit it to the Authority within five (5) Business Days following the end of each month during the Services Period. The Monthly Service Report shall set out all information required by the Authority to verify the performance of the Contractor and the Monthly Payment in respect of the Contract Month just ended. The Monthly Service Report should include but is not limited to:

- a) the status of any actions from the previous Monthly Service Report;
- b) details of all Contract Waste and Third Party Waste accepted by the Contractor including but not limited to:
 - i) total tonnage of Contract Waste and Third Party Waste;
 - ii) number of separate deliveries;
 - iii) quantity of Contract Waste and Third Party Waste stored on Site(s) and the beginning and end of the relevant Contract Month;
 - iv) quantity of Contract Waste and Third Party Waste treated;
 - v) sources and types of Contract Waste and Third Party Waste;
 - and
 - vii) number of vehicles and tonnage or estimated tonnage of Contract Waste rejected prior to discharge.
- c) details of all Contract Waste, Third Party Waste and process residues removed from the Site(s) including but not limited to:
 - i) total tonnage (broken down by type e.g. Contract Waste, Third Party Waste, ash, compost, processed, unprocessed, etc) of waste to landfill;
 - ii) number of outgoing loads; and
 - iii) destination;
- d) data and information required for the purpose of determining the Unitary Charge in accordance with the Payment Mechanism and including the relevant Monthly Service Report and invoicing requirements;
- e) details of any breaches of Legislation or Consents by the Contractor in relation to the provision of the Services;
- f) a statement of the status of all Consents and Environmental Permits and any applications for new or amended Consents and Environmental Permits;
- g) a statement of the reasons for any delay in the provision of the Service together with details of the actions and timetable to be taken to mitigate delays;
- h) a summary statement of any changes requested by the Authority or by the Contractor;
- i) details of any outstanding information required by the Authority and/or Contractor in connection with the Contract;
- j) details of each instance of the events or circumstances resulting in Non-Acceptance Deductions or Mileage Deductions or Performance Deductions;
- k) details of any complaints or enquiries received from the public and/or the Authority, along with a summary of the Contractor's actions or responses, and including response times;
- l) details of any health, safety or welfare related issues including any RIDDOR reportable incidents;

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- m) details of any fires and the reasons for the fires' occurrence along with the Contractor's proposals to prevent reoccurrence;
- n) any relevant training initiatives undertaken or planned;
- o) details of any maintenance carried out; and
- p) any other matter reasonably required by the Authority in relation to the Project.

3.59 The Contractor shall submit to the Authority, within 15 Business Days of the end of each Contract Year, an Annual Services Report on the performance and delivery of the Services for the previous Contract Year.

3.60 The Contractor shall ensure that the Annual Services Report includes all relevant information required to support the Authority's Best Value obligations and processes as detailed in the Best Value and Continuous Improvement Schedule.

3.61 The Contractor shall, upon a written request from the Authority, promptly provide such written evidence or other supporting information as the Authority may reasonably require for verifying and auditing the information and other material contained in either the Monthly Service Report or the Annual Services Report. The Authority may make comments on and/or make objections to the written evidence, supporting information, Monthly Service Report or Annual Services Report and in such cases shall provide the Contractor with written comments and/or objections within [] Business Days of receipt of the evidence, information or Monthly Service Report or Annual Services Report as the case may be.

3.62 The Contractor shall:

- a) ensure that all systems comprising the Information Management System shall be maintained in accordance with Good Industry Practice and shall be capable of interfacing electronically with those of the Authority and shall follow principles of transparency and audit-ability; and
- b) permit the Authority and Authority's Representative unfettered access to the Information Management System, on a real time industry-standard machine-readable format.

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

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

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PR3.4 – Facilities and Contract Management

Planned Maintenance

SERVICE OUTPUTS – MAINTENANCE

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

- 3.64 The Contractor shall undertake Planned Maintenance which includes all maintenance of the Facility(ies) to comply with the manufacturer's requirements, Operating Manuals, Method Statements, agreed lifecycle replacement and to achieve the Works Quality Standards set out in Appendix A.
- 3.65 The Planned Maintenance shall be carried out in a safe manner to comply with Good Industry Practice, relevant Legislation and the relevant Method Statements at all times.
- 3.66 As part of the Planned Maintenance, the Contractor shall produce and issue to the Authority a detailed Annual Schedule of Planned Maintenance which shall be submitted to the Authority [] months in advance of the Planned Service Commencement Date and subsequent anniversary. This shall include but not be limited to information relating to all implications arising from carrying out the proposed maintenance and all implications on the Authority's operations while the maintenance is in progress.
- 3.67 The Contractor shall supply a Monthly Schedule of Planned Maintenance which shall be submitted to the Authority [] Business Days before the end of each Contract Month. The Monthly Schedule of Planned Maintenance shall be consistent with the Annual Schedule of Planned Maintenance. The Monthly Schedule of Planned Maintenance shall include but not be limited to information relating to the upcoming maintenance for the following Contract Month and any implications arising from the previous Contract Month's Planned Maintenance.
- 3.68 The Contractor shall comply with the Monthly Schedule of Planned Maintenance and shall ensure that all maintenance identified within this Schedule is completed by the end of each Contract Month.
- 3.69 The Contractor's Planned Maintenance shall be consistent with the design philosophy and component life expectancy and shall be commensurate to maintaining the Facility(ies) in a robust operational status with normal wear and tear. This Service shall lead to a Facility(ies) with a Minimum Residual Life as specified in the Contractor's Proposals.
- 3.70 The Contractor shall make provisions within the Annual and Monthly Schedules of Planned Maintenance to minimise any nuisance and environmental impact during the maintenance activities in order to ensure they do not constitute a nuisance during maintenance.

Quality Management System

SERVICE OUTPUTS – QUALITY MANAGEMENT

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

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- 3.71 The Contractor shall implement a Quality Management System that is compliant with ISO9001 or equal at all times following the Services Commencement Date.
- 3.72 The Contractor shall appoint a quality manager who shall in respect of the Services:
- ensure the effective operation of and implementation of the Quality Management System;
 - audit the Quality Management System at regular intervals (and as a minimum every [] Contract Months) and report the findings of such audit to the Contractor and the Authority;
 - audit any sub-contractor's Quality Management Systems, as a minimum every [] Contract Months, to ensure the Contractor's overall compliance with the Contract and report the findings of such audits to the sub-contractors and the Authority;
 - review the Quality Management System at intervals agreed with the Authority to ensure their continued suitability and effectiveness; and
 - liaise with the Authority on all matters relating to quality assurance.

Environmental Management System

- 3.73 The Contractor shall implement an Environmental Management System that is compliant with ISO14001 or equal at all times following the Services Commencement Date.
- 3.74 The Contractor shall appoint an environmental management manager who shall in respect of the Services:
- ensure the effective operation of and implementation of the aforementioned Environmental Management System;
 - audit the Environmental Management System at regular intervals (and as a minimum every [] Contract Months) and report the findings of such audit to the Contractor and the Authority;
 - audit any sub-contractor's Environmental Management Systems, as a minimum every [] Contract Months, to ensure the Contractor's overall compliance with the Contract and report the findings of such audits to the sub-contractor and the Authority;
 - review the Environmental Management System at intervals agreed with the Authority to ensure its continued suitability and effectiveness; and
 - liaise with the Authority on all matters relating to environmental management.

Health and Safety

SERVICE OUTPUTS – HEALTH AND SAFETY

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

- 3.75 The Contractor shall implement a Health and Safety Management System that is compliant with OHSAS 18001 or equal at all times following the Services Commencement Date.
- 3.76 The Contractor shall appoint a health and safety manager who shall in respect of the Services:
- ensure the effective operation of and implementation of the aforementioned Health and Safety Management System;
 - audit the Health and Safety Management System at regular intervals (and as a minimum every [] Contract Months) and report the findings of such audit to the Contractor and the Authority;

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- c) audit any sub-contractor's Health and Safety Management Systems, as a minimum every [] Contract Months, to ensure the Contractor's overall compliance with the Contract and report the findings of such audits to the sub-contractor and the Authority;
 - c) review the Health and Safety Management System at intervals agreed with the Authority to ensure its continued suitability and effectiveness; and
 - d) liaise with the Authority on all matters relating to health and safety management.
- 3.77 In carrying out the Services, the Contractor shall comply with applicable health and safety Legislation and requirements including but not limited to:
- a) report any incidents under RIDDOR to the Health and Safety Executive;
 - b) manage their compliance with health and safety Legislation and obligations in relation to their provision of Services;
 - c) provide all Personnel with the appropriate personal protective equipment;
 - d) ensure that suitable first aid equipment is provided to all Personnel; and
 - e) maintain accurate and up to date health and safety records and documentation and make these available for inspection by the Authority's Representative or the Authority's safety adviser when requested including COSHH manuals, Method Statements and risk assessments.
- 3.78 In the case of any accidents involving members of the public or that are reportable under RIDDOR, the Contractor shall provide details of the same to the Authority within [] Business Days of each such occurrence.

Fire Safety

- 3.79 The Contractor shall carry out the Services in a manner which is consistent with the Fire Strategy for the Site(s) and Facility(ies).
- 3.80 The Contractor shall continually review the risks of fire associated with the Facility(ies) including taking account of prevailing Good Industry Practice.
- 3.81 The Contractor shall make any necessary changes to the Fire Strategy and propose Contractor changes to the relevant Method Statement to take account of prevailing Good Industry Practice.
- 3.82 The Contractor shall, on the occurrence of any fire, act in accordance with the Fire Strategy.

Resourcing

- 3.83 The Contractor shall employ sufficient Personnel to ensure that Services are provided at all times and in all respects. The Contractor shall ensure that a sufficient reserve of Personnel is available to meet all obligations during holidays and absences.
- 3.84 The Contractor shall provide the Authority with any information the Authority reasonably requests in relation to Personnel including but not limited to:
- a) the terms and conditions of employment;
 - b) the training records;
 - c) the records of any unspent convictions;
 - d) the skills and competencies of Personnel; and
 - e) the number of Personnel employed.
- 3.85 The Contractor shall develop and annually maintain, personnel procedures and policies covering all relevant matters including discipline, grievance, equal opportunities and health

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and safety. These procedures and policies shall comply with all relevant legislation and Good Industry Practice and shall be issued to the Authority once completed.

- 3.86 The Contactor shall notify all Personnel and potential Personnel of the requirement that they must disclose any convictions and shall notify the Authority of any convictions immediately. The Contractor shall provide copies of any unspent convictions to the Authority upon request.
- 3.87 The Contractor shall develop and maintain an appropriate and up-to-date induction programme for all Personnel and the Contractor shall ensure all new Personnel involved in the delivery of the Services undertake the induction programme prior to their commencement of work on the Site(s).
- 3.88 The Contractor shall ensure that all Personnel engaged in the delivery of the Services, in addition to the induction programme, are at all times properly and adequately notified, trained and instructed and the information recorded within their personal training records (including if practicable by way of continuing professional development) with regard to:
- the task that the individual has to perform;
 - the provisions of this Contract relevant to the duties to be performed;
 - the standing instructions and procedures, where relevant, to the Services;
 - relevant health and safety hazards, rules, policies and procedures concerning health and safety at work and all other mandatory and statutory requirements;
 - fire precautions and fire procedures;
 - the need for Personnel to show courtesy and consideration at all times; and
 - improving energy and resource efficiency on the Facility(ies) in line with mandatory standards and performance improvement targets.
- 3.89 The Contractor shall ensure Personnel are properly dressed in appropriate uniforms and work wear (including protective clothing and footwear where required) and wear identification badges at all times while working in the Facility(ies).

Signage

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

Transfer and Haulage

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

- 3.91 The Contractor shall provide efficient and sustainable transport of Contract Waste, Products and Process Residues in accordance with applicable Legislation and Good Industry Practice.
- 3.92 The Contractor shall maintain a Waste Transport Plan to address all activities involving the Contractor's modes of transport, vehicle fleet and associated traffic management arrangements (including signage) to and from the Site(s), and including proposed transport routes and the minimising of impacts on sensitive receptors.

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

Management of Products and Process Residues

SERVICE OUTPUTS – MANAGEMENT OF PRODUCTS AND PROCESS RESIDUES

SO 3.16 The Contractor will manage recycled and recovered Products in accordance with the requirements of this Output Specification and the Contractor's Proposals.

SO 3.17 The Contractor will manage Process Residues in accordance with the requirements of this Output Specification and the Contractor's Proposals.

- 3.94 The Contractor shall prepare, maintain and implement a Marketing Plan which sets out the Contractor's policies and strategies with regard to the marketing and sale of Products.
- 3.95 The Products shall not be deemed to have been sold or delivered to an end user until such time as they are accepted by a third party processor or an end market.
- 3.96 Final disposal shall be provided for all Process Residues that cannot otherwise be Recycled, Composted or Recovered.
- 3.97 The Contractor shall ensure that adequate landfill capacity exists for all Process Residues for the term of the Contract.
- 3.98 The Contractor shall supply the Authority with full details of the landfill site(s) to be used and copies of Consents.
- 3.99 The Contractor shall agree with the Authority any proposed changes or substitution of landfill site(s) in accordance with the Contract, and update the Service Delivery Plan accordingly.

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PR4 HAND-BACK AND AFTERCARE REQUIREMENTS

Hand-Back and Aftercare Requirements

SERVICE OUTPUTS – HAND-BACK AND AFTERCARE REQUIREMENTS

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

- 4.1 The Contractor shall specify the hand-back and or aftercare requirements in the Contractor's Proposals.
- 4.2 Where the Facility(ies) is to be handed back, the Contractor shall develop a Hand-Back Plan in accordance with the relevant Method Statement and submit it in accordance with the Review Procedure to the Authority within the first Contract Year following the Services Commencement Date. The Hand-Back Plan shall outline the agreed timetable and activities required for all significant events leading up to the Hand-Back of the Facility(ies) to the Authority for use at either the Expiry Date or on termination of the Contract.
- 4.3 The Hand-Back Plan shall cover as a minimum:
- 1 land interests associated with the Site(s);
 - 2 the updated and complete Contracts;
 - 3 all Assets associated with the Site(s);
 - 4 any ongoing liabilities;
 - 5 a programme which shall be updated as required during the lifetime of the Contract and shall be agreed with the Authority, prior to the Hand-Back Plan being updated;
 - 6 all Personnel associated with the Facility(ies) and which are proposed to form part of the Hand-Back Plan;
 - 7 the transfer of any Consents and Environmental Permits relevant to the Facility(ies) to the Authority or to its nominated Contractor(s); and
 - 8 all test procedures, and required standards of tests and procedures for assessment by the Authority for the following tests:
 - iv) to determine that the structure of the Facility(ies) and permanent plant, equipment, fixtures and fittings are sound and to identify any remedial measures to be carried out before the Expiry Date in addition to planned maintenance as set out in the Service Delivery Plan;
 - v) to demonstrate satisfactory functional operation of the Facility(ies) and to identify any remedial measures to be carried out before the Expiry Date in addition to planned maintenance as set out in the Service Delivery Plan; and
 - vi) to determine satisfactory performance for handling and treating Contract Waste in accordance with Consents and this Specification, including, without limitation, the output standards set out in the Contract.
- 4.4 The Contractor shall comply with the Hand-Back Plan at all times during the Hand-Back process.
- 4.5 The Contractor shall hand back the Facility(ies) in a physical and operational condition which will ensure the Minimum Residual Life as specified in the Contractor's Proposals. The condition shall be subject to agreement with the Authority, and subject to surveys, in accordance with the relevant part of the Contract.

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- 4.6 The Contractor shall ensure that any remedial work required by the Authority is carried out and completed to the Authority's satisfaction at the Contractor's cost before the Expiry Date.
- 4.7 The Contractor shall, at the Contractor's cost, provide necessary training to personnel which the form part of the Hand-Back Plan and which the Authority nominates for the running of the Facility(ies) as a minimum one Contract Month before the planned Expiry Date ensure the continued operation of the Site(s).
- 4.8 Should the Contractor's Proposals identify that the Facility(ies) will be closed rather than handed back, the Contractor shall prepare an Aftercare Plan that provides for the Facility's/Facilities' dismantling or aftercare.
- 4.9 The Aftercare Plan shall address the care and maintenance of the Site(s), and include monitoring, maintenance of restoration materials and vegetation together with the management of environmental management systems already in place, and until such time as the Environment Agency is satisfied that the Permit may be handed in, and/or where there is agreement that on-going liabilities may revert back to the responsibility of the Authority.

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APPENDIX A

WORKS QUALITY STANDARDS

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

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APPENDIX B

Required Reception Times for Contract Waste delivered in Authorised Vehicles to the Delivery Point(s)

The Contractor's proposed Delivery Point for Contract Waste will be designed to provide access and tipping for Municipal Waste collection vehicles, including street cleansing vehicles, including the generic vehicle types given below:

- 3.5t Light goods vehicles
- 7.5t Light goods vehicles
- 3.5t Mechanical sweepers (dewatered)
- 17t Mechanical sweepers (dewatered)
- 17t Refuse collection vehicles
- 22t Refuse collection vehicles
- 26t Refuse collection vehicles
- 44t GVW Trailer units

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

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

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

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

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Authority: Caerphilly County Borough Council

Source	Mode	Delivery Days	Delivery Times
Household Collections	RCVs and cage vehicles If no local Delivery Point, Bulk trailers and some RCVs	Mon - Friday	07:00-22:00
		Saturdays	07:00-20:00
HWRCs	Bulk trailers and/or hook loaders	Mon-Sun	Apr-Nov: 09:00-19:00. Nov-March 09:00-16:30
EXCEPTIONS	No requirement on Christmas Day and New Year's Day		
Bank Holidays	For collections normally falling on Christmas Day, Boxing Day and New Year's Day, collections may occur on adjacent weekends. HWRCs continue to operate except on Christmas Day and New Year's Day.		

Authority: Cardiff Council

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

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Authority: Monmouthshire County Borough Council			
Source	Mode	Delivery Days	Delivery Times
Household Collections	RCV's and bulk loaders by artic trailers, possible some sweepers or gully tankers, depending on location	Mon to Saturday	07.00-20.00
HWRCs	Bulk artic trailers	Mon to Sunday	09.00-20.00 in BST and 09.00-18.00 in GMT.
EXCEPTIONS	Christmas Day and New Year's Day		
Bank Holidays	<p>For collections normally falling on Bank Holidays, collections will be on subsequent normal days. Under single status this may change to working on Bank Holidays and Sundays (except Christmas Day and New Year's Day).</p> <p>For HWRC's all days are worked except Christmas Day and New Year's Day.</p>		

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

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Authority: Vale of Glamorgan County Borough Council			
Source	Mode	Delivery Days	Delivery Times
Household Collections	RCVs and cage vehicles. If no local Delivery Point, bulk trailers	Mon - Friday	07:00-17:00 (07:00-18:00 for bulky)
HWRCs	Bulk trailers	Mon-Sun	BST . 06:00-19:00. GMT 07:00-16:00
Commercial Waste	If no local Delivery Point, bulk trailers	Mon-Sun	07:00-22:00
Market Waste	Barry Market RCV collection	Tuesdays	17.00-19.00
EXCEPTIONS	No requirement on Christmas Day, Boxing Day and New Year's Day		
Bank Holidays	Household and Commercial collections are made on Bank Holidays with the exception of Christmas Day, Boxing Day and New Year's Day. For collections normally falling on Christmas Day and New Year's Day, collections may occur on adjacent weekends. HWRCs continue to operate except on Christmas day and New Year's Day.		

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APPENDIX C

DEFINITIONS

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

Acceptance Date	means in respect of a Facility the date on which the Acceptance Test Certificate is issued in respect of that Facility or in the event of referral for determination under the Dispute Resolution Procedure pursuant to {Clause 21.4.1 of the Contract} the date upon which it is determined that the Facility passed the Acceptance Tests;
Acceptance Tests	means the Tests so described in {Schedule 11 (Tests)} of the Contract;
Acceptance Test Certificate	means a certificate issued by the Independent Certifier that the Acceptance Tests have been satisfied;
Adjoining Properties	means any land and/or property adjoining or in the neighbourhood of the Site(s) and each and every part thereof including all conduits, roads, footpaths, walls, fences, buildings and other erections and all service media and other apparatus on, under or within such land and/or property;
Aftercare Plan	means the plan to be developed by the Contractor in accordance with PR4 Hand-Back and Aftercare Requirements;
Annual Schedule of Planned Maintenance	means the schedule to be submitted by the Contractor on an annual basis containing the information prescribed in PR3.4 Planned Maintenance;
Annual Services Report	has the meaning given to it in Schedule 15 (Best Value and Continuous Improvement) of the Contract;
As-Built Drawings	means drawings, technical information, models, operation and maintenance manuals to encompass the method of construction, manufacture, operation and maintenance of each element of a Facility in sufficient detail to allow a competent person to understand all material elements of the construction of the Facility and to maintain, dismantle, reassemble, adjust and operate all plant and equipment forming the same;
Assets	means all assets and rights to enable the Authority or a successor contractor to own, operate and maintain the Project in accordance with this Contract including: <ul style="list-style-type: none"> a) any land or buildings; b) any equipment; c) any books and records (including operating and maintenance manuals, health and safety manuals and other know how); d) any spare parts, tools and other assets (together with any warranties in respect of assets being transferred); e) any revenues and any other contractual

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	rights; and f) any intellectual property rights, but excluding any assets and rights in respect of which the Authority is full legal and beneficial owner;
Authorised Vehicle	means the vehicles delivering Contract Waste to the Site(s) which the Authority has provided notification of to the Contractor for the delivery of Contract Waste;
Authority	{The Lead Contracting Authority} <i>To be Defined</i> ;
Authority Related Party	means any of the following: a) an officer, servant, employee or agent of the Authority acting in that capacity; b) any contractor or sub-contractor of the Authority of any tier (including, for the avoidance of doubt the WCAs) and their directors, officers, servants, employees or agents acting in that capacity; but excluding in any case the Contractor;
Authority Representative	means the representative appointed by the Authority and advised to the Contractor;
Best Value	has the meaning given to it in Schedule 15 (Best Value and Continuous Improvement) of the Contract;
Best Value Performance Plan	has the meaning given to it in Schedule 15 (Best Value and Continuous Improvement) of the Contract;
BH	means Bank Holiday;
Biodegradable Municipal Waste	has the meaning given to it in the Landfill Allowance Scheme (LAS) Regulations (Wales) 2004;
BREEAM	means Building Research Establishment Environmental Assessment Method;
Business Day	means a day (other than a Saturday or Sunday) on which banks are open for domestic business in the City of London;
Commencement Date	means the date of the Contract;
Commercial Waste	has the meaning given in Section 75(7) of the EPA;
Commissioning Period	means the period between the Readiness Date and the Service Commencement Date;
Commissioning Programme	means the programme for the carrying out of the Commissioning as contained in {Schedule 3 (Contractor's Proposals)} of the Contract;
Composted	has the meaning given to it by the Welsh Assembly Government and 'Compost' and 'Composting' shall be construed accordingly;
Comprehensive Area Assessment	has the meaning given to it by the Audit Commission;
Consents	means all permissions, consents, approvals, certificates, permits, licenses and authorisations of a Relevant Authority required for the performance of any of the Contractor's obligations under this Contract including for the avoidance of doubt: a) all Environmental Permits; b) all Planning Permissions; and

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	c) all Planning Obligations;
Construction Programme	means the programme for the carrying out of the Works as contained in Part III of Schedule 3 (Contractor's Proposals) of the Contract;
Contingency Delivery Point	means the point of discharge of Contract Waste as defined within the Contingency Plan;
Contingency Plan	means the contingency arrangements set out in the Method Statements;
Contract Month	means each successive calendar Month in a Contract Year;
Contract Period	means the period from and including the Commencement Date to the Expiry Date, or if earlier, the Termination Date;
Contract Waste	means all Municipal Waste arising from time to time in the Partnership's Administrative Area and delivered by or on behalf of the Authority. Contract Waste does not include for the avoidance of doubt Third Party Waste and source segregated recyclable or compostable waste;
Contract Year	means a period of twelve (12) months commencing on 1 April, provided that: <ul style="list-style-type: none"> a) the first Contract Year shall be the period commencing on the Commencement Date and ending on the day immediately following 31 March; and b) the final Contract Year shall be the period commencing on 1 April immediately preceding the last day of the Contract Period and ending on that day;
Contractor	<i>{insert name of project company};</i>
Contractor Materials	means all or any programmes, software, code, databases, data materials, works (whether literary, artistic or otherwise), know how and/or information which are used from time to time by the Contractor and/or any Contractor Related Party or are otherwise relevant to the maintenance, management, provision, replacement, carrying out and operation of the relevant Facility and/or the Service;
Contractor's Proposals	means the proposals of the Contractor to deliver the Project to satisfy the Authority's Requirements, as set out in {Schedule 3 (Contractor's Proposals)} of the Contract;
Corporate Social Responsibility Plan	means the plan developed in compliance with the requirements prescribed in PR3.3 Corporate Social Responsibility;
COSHH	means Control Of Substances Hazardous to Health Regulations 2002;
Delivery Point(s)	means the point of discharge of Contract Waste as defined within the relevant Method Statements;
Energy Efficiency Target	has the meaning given to it in {Schedule 4 (Payment Mechanism)} of the Contract;
Enquiries and Complaints Plan	means the plan developed in compliance with the requirements prescribed in PR1 Communication, Liaison and Public Relations and in PR3.3 Communication, Liaison and Public Relations;
Environmental Impact Control Plan	means the plan to be developed by the Contractor in accordance with PR3.2 Impact on the Local Environment;
Environmental Management System	means the system prescribed in PR1 Environmental Management System and PR3.4 Environmental

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	Management System;
Environmental Permit	means the permit required and issued by the Permitting Authority pursuant to the Environmental Permitting Regulations in respect of the Facility(ies);
EPA	means the Environmental Protection Act 1990;
Equipment	means all moveable plant and equipment [to be provided and maintained by the Contractor in order to comply with its obligations under this Contract];
EU	means the European Union;
Expiry Date	means the {xth} anniversary of {the Effective Date} [the date of the Contract];
Facility(ies)	means {specify the treatment facilities} and all supporting infrastructure including associated plant and amenities and 'Facilities' shall be interpreted accordingly;
Fire Strategy	means the plan developed in compliance with the requirements prescribed in PR3.4 Fire Strategy;
Good Industry Practice	means that degree of skill, care, prudence and foresight and operating practice which would reasonably and ordinarily be expected from time to time of a skilled and experienced operator (engaged in the same type of undertaking as that of the Contractor) or Construction Sub-Contractor or Operating Sub-Contractor or any sub-contractor under the same or similar circumstances;
GVW	means Gross Vehicle Weight;
Hand-Back Plan	means the plan to be developed by the Contractor in accordance with PR4 Hand-Back and Aftercare Requirements;
Health and Safety Management System	means the system prescribed in PR1 Health and Safety Management System and PR3.4 Health and Safety Management System;
Household Waste	has the meaning attributed to it in Section 75(5) and Section 89 of the EPA and Schedules 1 and 2 of the Controlled Waste Regulations;
HWRCs	means Household Waste and Recycling Centres;
Independent Certifier	means the person appointed jointly by the Authority and the Contractor to act as independent certifier to the Project in accordance with the Independent Certifier's Deed of Appointment;
Information Management System	means the system developed in compliance with the requirements prescribed in PR3.3 Information and Reporting;
Legislation	means: <ul style="list-style-type: none"> a) any Act of Parliament or subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978; b) any exercise of the Royal Prerogative; and c) any enforceable community right within the meaning of Section 2 of the European Communities Act 1972, in each case in the United Kingdom
Marketing Plan	means the plan developed in compliance with the requirements prescribed in PR3.4 Management of Products and Residues;

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Method Statement	means the Works Method Statement and the Services Method Statements;
Mileage Deductions	has the meaning given to it in {Schedule 4 (Payment Mechanism)} of the Contract;
Minimum Residual Life	means the minimum operational life expectancy of the Facility(ies) without major replacement from the Expiry Date as specified in the Contractor's Proposals;
Month	means any month in a Contract Year provided that: a) the first Contract Month shall commence on the Commencement Date and end on the last day of the month in which the Commencement Date occurs; and b) the last Contract Month shall begin on the first day of the month in which the last day of the Contract Periods occurs and end on that day, and the term Months shall be construed accordingly;
Monthly Commissioning Progress Report	means the report to be submitted by the Contractor on a monthly basis containing the information prescribed in PR2 Commissioning Period Reporting;
Monthly Construction Progress Report	means the report to be submitted by the Contractor on a monthly basis containing the information prescribed in PR1 Construction Phase Reporting;
Monthly Payment	has the meaning given to it in Schedule 4 (Payment Mechanism);
Monthly Schedule of Planned Maintenance	means the schedule to be submitted by the Contractor on a monthly basis containing the information prescribed in PR3.4 Planned Maintenance;
Monthly Service Report	means the report to be submitted by the Contractor on a monthly basis containing the information prescribed in PR3.3 Information and Reporting;
Municipal Waste	means all waste which by virtue of Legislation a local authority has a statutory duty or power to collect, including (without limitation) Household Waste, Commercial Waste, fly tips and street cleansing arisings;
Non Authorised Vehicle Acceptance Procedure	means the agreed procedure developed by the Contractor for the processing of Authority vehicles which are not Authorised Vehicles;
Non-Acceptance Deductions	has the meaning given to it in {Schedule 4 (Payment Mechanism)} of the Contract;
Opening Hours	means the specified hours of operation of each relevant Facility set out in {Part II (Method Statements) of Schedule 3 (Contractor's Proposals)} of the Contract;
Operating Manual	has the meaning given to it in {Clause 28.1 (Maintenance of Manual)} of the Contract;
Partnership	Caerphilly County Borough Council ("Caerphilly CBC"), the County Council of the City and County of Cardiff ("Cardiff Council"), Monmouthshire County Council ("Monmouthshire CC"), Newport City Council ("Newport CC") and the Vale of Glamorgan Council (the "Vale of Glamorgan") (and each individually a "Partner").
Party	means a party to the Contract and 'Parties' shall be construed accordingly;
Payment Mechanism	means the payment mechanism set out in Schedule 4 (Payment Mechanism);
Performance Deductions	has the meaning given to it in [Schedule 4 (Payment

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	Mechanism)] of the Contract;
Performance Measurement Framework	means the framework prescribed in {Schedule};
Performance Requirements (PR)	means each performance requirement as set out in this Schedule;
Performance Standard Failures	has the meaning given to it in {Schedule X (Performance Measurement Framework)} of the Contract;
Performance Standards	has the meaning given to it in {Schedule X (Performance Measurement Framework)} of the Contract;
Personnel	means the employees, servants, agents, sub-contractors or other representatives, of the Contractor, or of any Sub-Contractor, involved directly, or indirectly, in the provision of the Service;
Planned Maintenance	means the maintenance of the Facility(ies) prescribed in PR3.4 Planned Maintenance;
Planned Readiness Date	means {fixed date by which the Readiness Test Certificate is planned to be issued} or such other date as the Parties may agree;
Planned Service Commencement Date	means {fixed date by {on} which Service Commencement is planned to occur} or such other date as the Parties may agree;
Process Residues	means the outputs from the Facility(ies) that are waste;
Products	means the outputs from the Facility(ies) including Recycled, Composted and Recovered Products but excluding the Process Residues;
Project	means the provision of waste management services to the Authority by the Contractor as contemplated by this Contract including the carrying out of the Works and the provision of the Services;
Quality Management System	means the system prescribed in PR1 Quality Management System and PR3.4 Quality Management System;
RCVs	Refuse collection vehicles
Readiness Date	means in respect of a Facility the date on which the Readiness Test Certificate is issued in respect of that Facility or in the event of referral for determination under the Dispute Resolution Procedure pursuant to {Clause 21.4.1 of the Contract} the date upon which it is determined that the Facility passed the Readiness Tests;
Readiness Test	means the Tests so described in {Schedule 11 (Tests)} of the Contract;
Readiness Test Certificate	means a certificate issued by the Independent Certifier that the Readiness Tests have been satisfied;
Recovered	has the meaning given to it by the Welsh Assembly Government and 'Recover' and 'Recovering' shall be construed accordingly;
Recovery Target	has the meaning given to it in {Schedule 4 (Payment Mechanism)} of the Contract
Recycled	has the meaning given to it by the Welsh Assembly Government and 'Recycle' and 'Recycling' shall be construed accordingly;
Recycling Target	has the meaning given to it in {Schedule 4 (Payment Mechanism)} of the Contract
Review Procedure	means the procedure set out in Schedule 9 (Review Procedure);
Reviewable Item	means the Contractor Material including plans and programmes identified in Schedule 9 (Review Procedure);
RIDDOR	means Reporting of Injuries, Diseases and Dangerous

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	Occurrences Regulations 1995;
Service Commencement	means the commencement of the Services;
Service Delivery Plan	means the plan developed in compliance with the requirements prescribed in { };
Service Outputs (SO)	means Performance Standard;
Services	means the whole of the services or any of them to be provided by the Contractor pursuant to the Contract which are necessary for the Contractor to undertake in order to comply with the Service Requirements, the Services Method Statements and the other provisions of the Contract;
Services Commencement Date	means the date on which Service Commencement occurs in accordance with Clause 21 (Completion of the Works) of the Contract;
Services Method Statement	means the proposals for the method of providing the Services to satisfy the Service Requirements set out in {Part II of Schedule 3 (Contractor 's Proposals)} of the Contract;
Services Period	means the period specified in {Clause 3.2 (Commencement and Duration)} of the Contract;
Site Waste Management Plan	has the meaning given to it in the Site Waste Management Plans Regulations 2008;
Site(s)	means the site(s) used by the Contractor to build the Facility(ies) proposed in its Solution to the Project;
Solution	means the solution submitted by the Contractor through the Competitive Dialogue Procedure in response to the procurement documentation;
Stakeholder Communication Plan	means the plan developed in compliance with the requirements prescribed in PR1 Communication, Liaison and Public Relations and in PR3.3 Communication, Liaison and Public Relations;
Stakeholder Liaison Group	has the meaning given to it in {Schedule 18 (Liaison Procedure)} of the Contract;
Substitute Waste Plan	means the plan for the disposal of Substitute Waste developed from the Outline Substitute Waste Plan and updated in accordance with {Clause 25.2} of the Contract;
TAN 12 Design	means the Welsh Assembly Government's Technical Advice Note 12: Design;
Target Processed Landfill Tonnage	has the meaning given to it in {Schedule 4 (Payment Mechanism)} of the Contract;
Target Unprocessed Landfill Tonnage	has the meaning given to it in {Schedule 4 (Payment Mechanism)} of the Contract;
Termination Date	means any date of early termination of this Contract in accordance with {Part XII (Termination and Compensation on Termination)} of the Contract;
Testing and Commissioning Plan	means the plan developed in compliance with the requirements prescribed in PR2 Commissioning;
Third Party Waste	means all waste received at the Facility(ies) other than Contract Waste;
Third Party Waste Plan	means the plan developed in compliance with the requirements prescribed in PR3.3 Third Party Waste;
Unitary Charge	has the meaning given to it in {Schedule 4 (Payment Mechanism)} of the Contract;
Waste	has the meaning ascribed to it in Section 75 of the EPA
Waste Transport Plan	means the plan developed in compliance with the requirements prescribed in PR3.4 Transfer and Haulage;
Works	means all of the works (including design and works

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	necessary for obtaining access to the Site(s), commissioning and conduct of the Tests) to be undertaken in accordance with the Contract in accordance with the Works Requirements and the Works Method Statements; and
Works Method Statements	means part of the Contractor's Proposals as set out in {Part I of Schedule 3 (Contractor's Proposals)} of the Contract.
Works Period	means the period from the Commencement Date to the Services Commencement Date;
Works Quality Standards	means the standards prescribed in Appendix A.

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[Appendix 6 – Part 2 Performance Measurement Framework]

Prosiect Gwyrdd

Procurement of Waste Treatment Services for Residual Municipal Waste

Performance Measurement Framework Final

To be inserted in new Project Agreement as:

Schedule 2 – ‘Authority’s Requirements’

‘Part 2 – Performance Measurement Framework’

May 2010

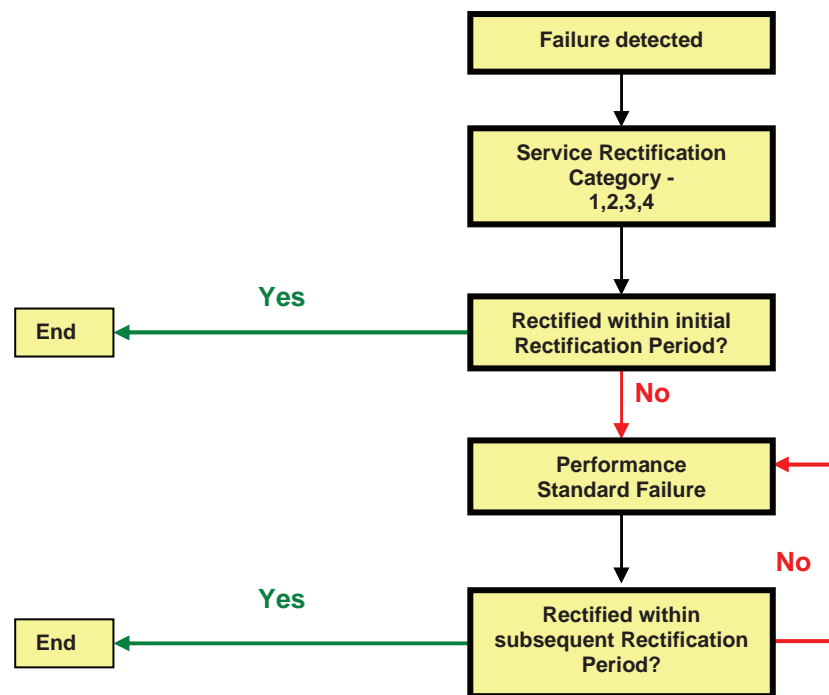
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PERFORMANCE MEASUREMENT FRAMEWORK

Overview

Figure 1 illustrates the Performance Measurement Framework that will measure how many Performance Standard Failures will apply for any failure to achieve the required Performance Standards.

Figure 1: The Performance Measurement Framework



1. If the Contractor fails to meet any of the Performance Standards set out in this Schedule and the failure has not been remedied within the applicable Rectification Period (if any) as set out in Table 3, a Performance Standard Failure shall be recorded.
2. If a default continues beyond the applicable Rectification Period further Performance Standard Failures will accrue for that continuing default at the rate of one per subsequent Rectification Period.
3. Where a failure to meet a Performance Standard has no Rectification Period identified in Table 3, the applicable Performance Standard Failure will accrue immediately upon the occurrence of such failure and will arise as often as the event is monitored as set out within the Performance Requirements within this Schedule.
4. The first Rectification Period shall run from the earlier of:

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- a) the time the Contractor detects a failure to meet a Performance Standard at the Normal Monitoring Point or the time at which the Contractor ought reasonably to have been aware of the failure; or
- b) the time at which the Authority notifies the Contractor of a failure to meet a Performance Standard;

and each subsequent Rectification Period shall run from the expiry of the previous Rectification Period.

5. The Normal Monitoring Point is the latest time at which monitoring should have been carried out by the Contractor under the Performance Measurement Framework. Evidence that the Performance Standard is being met, or identification of any failure and its subsequent rectification, will be recorded at the specified Monitoring Frequency (time/day) as set out in Table 2a and calculated against the Performance Deduction Per Performance Standard Failure category identified in table 2b.

Table 1: Rectification Periods

Service Rectification Category	Narrative	Service Rectification Period Permitted
Category 1	Emergency	[] minutes
Category 2	Urgent	[] hours
Category 3	Necessary	[] hours
Category 4	Routine	[] hours or such other period as may be agreed by the Authority acting reasonably in the circumstances

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Table 2a: Monitoring Frequency

Period	Label
Daily	D
Weekly	W
Monthly	M
Annual	A
Per Occurrence	PO

Table 2b Performance Deduction Per Performance Standard Failure¹

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

¹ See Performance Deductions Per Performance Standard Failure formula in Appendix 4 of the WIDP Standard Payment Mechanism drafting (Module 4)

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**Table 3: Performance Standards
PR3.2 Environmental Management**

Performance Standard Ref	Performance Standard	Rectification Category (ref: Table 1)	Monitoring Frequency (ref: Table 2)	Performance Standard Monitoring Methodology	Performance Deduction Category ²
3.12	The Contractor has developed, maintained and updated monthly an Environmental Impact Control Plan.	[4]	PO	Receipt of Environmental Impact Control Plan.	[C]
3.14	The Contractor has complied with the Environmental Impact Control Plan.	[4]	M	Services carried out in accordance with the Environmental Impact Control Plan.	[C]
3.19	The Contractor has provided a Contingency Plan.	[4]	PO	Receipt of Contingency Plan [] months prior to Service Commencement.	[A]
3.20	The Contractor has updated the Contingency Plan in accordance with the Review Procedure.	[4]	M	Receipt of updated Contingency Plans.	[C]
3.21	The Contractor has notified the Authority prior to implementing the Contingency Plan.	[1]	PO	Record of notification prior to implementation.	[C]
3.22	The Contractor has provided an updated Contingency Plan to the Authority within [X] days of a change agreed pursuant to paragraph 3.20.	[4]	PO	Receipt of updated Contingency Plan.	[B]

² Please refer to the Performance Deductions Per Performance Standard Failure Table 2b taken from Appendix 4 of the WIDP Standard Payment Mechanism drafting (Module 4).

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Performance Standard Ref	Performance Standard	Rectification Category (ref: Table 1)	Monitoring Frequency (ref: Table 2)	Performance Standard Monitoring Methodology	Performance Deduction Category ²
3.23	The Contractor has confirmed within [20] days of each Contract Year that the Contract Plan is up to date.	[3]	A	Receipt of confirmation.	[C]
3.16	The Contractor has kept the site boundary (400 meters) free from litter and fly tipped waste.	[4]	D	Record in Site Diary.	[C]
3.17(a)	The Contractor has contained and controlled any litter or fly-tipped waste within [] minutes of the waste being observed or notified by the Authority.	[2]	D	Authority has notified Contractor of litter or fly-tipped Waste and Contractor has responded within timescale.	[B]
3.17(b)	The Contractor has removed or cleaned up any litter or fly-tipped waste within [] hours of the waste being observed or notified by the Authority.	[3]	D	Authority has notified Contractor of litter or fly-tipped Waste and Contractor has responded within timescale.	[D]
3.90	The Contractor has transported Contract Waste in accordance with the Waste Transport Plan.	[4]	D	Record in Site Diary.	[D]
3.24	The Contractor has stored Contract Waste in designated on-Site storage facilities.	[4]	D	Record in Site Diary.	[D]

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PR3.3 Operational Interface

Performance Standard Ref	Performance Standard	Rectification Category (ref: Table 1)	Monitoring Frequency (ref: Table 2)	Performance Standard Monitoring Methodology	Performance Deduction Category
3.27	The Contractor has implemented the Non-Authorised Vehicle Acceptance Procedure.	[3]	PO	In accordance with the [refer to relevant Method Statement].	[E]
3.28	Authorised Vehicles have achieved the required turnaround time of no greater than [20] minutes.	[2]	PO	Electronic records of Authorised Vehicles entering and exiting the Site consolidated to show the number on Site. ³	[C]
3.29	The Contractor has provided any necessary assistance in unloading Contract Waste.	[3]	PO	In accordance with the [refer to relevant Method Statement].	[E]
3.36	The Contractor has implemented the approved Enquiries and Complaints Plan within [] hours of receiving a complaint.	[3]	PO	In accordance with the Enquiries and Complaints Plan.	[E]
3.49	The Contractor has undertaken or refrained from undertaking such actions as requested by the Authority.	[4]	PO	Compliance with written instructions made by the Authority and within an agreed timescale, both parties acting reasonably and in accordance with the [refer to relevant Method Statement].	[E]
3.53	Each load of Contract Waste brought to the Site(s) and Contract Waste removed from the Site(s) has been weighed and as a minimum the relevant information has been recorded.	-	PO	Complete electronic records for information specified in PR3.3; and in the format detailed in the [refer to relevant Method Statement].	[E]
3.54	The Contractor has implemented the manual recording system during any breakdown of a weighbridge installation	[4]	PO	Monthly review of the Services Plan.	[A]

³ Vehicles failing to leave the Site within the specified turnaround time as a result of mechanical breakdown or the actions or the inactions of the driver should be excluded from the total. [AQ: check insertion]

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Performance Standard Ref	Performance Standard	Rectification Category (ref: Table 1)	Monitoring Frequency (ref: Table 2)	Performance Standard Monitoring Methodology	Performance Deduction Category
3.55	The Contractor has issued a copy of the weighbridge ticket to each vehicle which transports Contract Waste and residues to and from any of the Facilities and/or Sites.	N/A	PO	Contractor's computerised records.	[D]
3.50 / 3.56 to 3.59	The Contractor has provided the information set out within the specified timescale.	[4]	PO	Receipt of information within timescale.	[E]
3.41	A nominated contact has been available 24 hours a day.	[1]	PO	Authority records of date and time when contact was attempted but failed.	[E]

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PR3.4 Facilities and Contract Management

Performance Standard Ref	Performance Standard	Rectification Category (ref: Table 1)	Monitoring Frequency (ref: Table 2)	Performance Standard Monitoring Methodology	Performance Deduction Category
3.62	The requirements set out in PR3.4 have been satisfied.	[4]	D	In accordance with the [refer to relevant Method Statement].	[E]
3.64 / 3.65 / 3.82	The Contractor has provided the information set out within the specified timescale.	[4]	PO	Receipt of information within timescale.	[E]
3.65	The Contractor has complied with the Monthly Schedule of Planned Maintenance and completed all planned maintenance identified in the plan by the end of the Contract Month.	[4]	M	Written record of Monthly Schedule of Planned Maintenance and written record of maintenance carried out in the Contract Month within the Monthly Service Report.	[C]
3.69	The Contractor has implemented a QMS that is compliant with ISO9001.	[4]	M	In accordance with the relevant Method Statements.	[C]
3.70	The Contractor has appointed a Quality Manager.	[4]	M	In accordance with the relevant Method Statements.	[D]
3.71	The Contractor has implemented an EMS that is compliant with ISO14001.	[4]	M	In accordance with the relevant Method Statements.	[C]
3.72	The Contractor has appointed an Environmental Management Manager.	[4]	M	In accordance with the relevant Method Statements.	[D]

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Performance Standard Ref	Performance Standard	Rectification Category (ref: Table 1)	Monitoring Frequency (ref: Table 2)	Performance Standard Monitoring Methodology	Performance Deduction Category
3.75(a)	The Contractor has reported all reportable incidents.	[4]	M	Written record of all incidents in Monthly Service Report contains all details of reportable incidents and date and time reported to relevant body.	[E]
3.75(b)	The Contractor has a record of all health and safety records and documentation maintained and up to date.	[4]	M	Documents are available to the Authority when requested.	[E]
3.79	The Contractor has implemented changes to take account of Good Industry Practice.	[4]	A	Changes implemented within 12 months following review and identification of best practice.	[E]
3.80	The Contractor has on the occurrence of any fire, acted in accordance with the agreed fire strategy.	-	PO	Authority review of fire incident report.	[E]
3.88	The Facilities and designated areas at each Site have sufficient clear, visible and legible signage to safely divert Authorised Users around the Site and such signage has been kept up to date and has been reasonably free from damage.	[4]	M	In accordance with the relevant Method Statements.	[B]
3.34(d)	The facilities for visitors have been available as a minimum five days a week to include Saturdays, Sundays and bank holidays, but excluding Christmas Day, Boxing Day and New Years Day.	N/A	M	In accordance with the relevant Method Statements.	[A]
3.90	The Contractor has prepared, maintained and implemented a Waste Transport Plan	[4]	M	In accordance with the relevant Method Statement.	[A]
3.91	The Contractor has only transported Contract Waste, products and residues in enclosed containers or on netted / sheeted vehicles.	[4]	M	In accordance with the relevant Method Statement.	[A]

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Performance Standard Ref	Performance Standard	Rectification Category (ref: Table 1)	Monitoring Frequency (ref: Table 2)	Performance Standard Monitoring Methodology	Performance Deduction Category
3.92	The Contractor has prepared, maintained and implemented a Marketing Plan.	[4]	M	In accordance with the relevant Method Statement.	[D]
3.96	The Contractor has supplied the Authority with full details of the landfill site(s) to be used and copies of Consents.	[4]	M	Receipt of information within the agreed timescale.	[E]
3.97	The Contractor has agreed with the Authority any proposed changes or substitution of landfill sites in accordance with the Contract, and has updated the Service Delivery Plan accordingly.	[4]	M	Regular review of the Service Delivery Plan.	[E]

PR4: Hand-Back Requirements.

Performance Standard Ref	Performance Standard	Rectification Category (ref: Table 1)	Monitoring Frequency (ref: Table 2)	Performance Standard Monitoring Methodology	Performance Deduction Category
4.2 / 4.8	The Contractor has developed a Hand-Back or Aftercare Plan as required in the Hand-Back Requirements.	[4]	PO	Receipt of Hand-Back Plan within the stated timescale.	[E]
4.3	The Contractor has included a Hand-Back programme within the Hand-Back Plan.	[4]	PO	Receipt of the Hand-Back Plan as part of the Hand-Back Plan within the stated timescale.	[E]

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Ref: APP 6. 2	Issue: v1.0	20.05.10	Process Owner: T. King	Authorisation: Board	Project

[Appendix 7 – DRAFT RISK ALLOCATION MATRIX]

Prosiect Gwyrdd Procurement of The Waste Treatment Solution for Municipal Waste

This Risk Allocation Matrix has been drafted on the basis that the Project Agreement ("PA") shall take the form of a design, build, finance and operate contract with revenue support provided by the Welsh Assembly Government ("WAG"). Should this position change, then the Partnership reserves the right to change the terms of this Risk Allocation Matrix. It is anticipated that County Council of the City and County of Cardiff ("**Lead Contracting Authority**") shall enter into the PA for and on behalf of itself and the Partnership.

This Risk Allocation Matrix is based on HM Treasury's Standardisation of PFI Contracts Version 4 ("**SoPC4**") and the draft WIDP Residual Waste Treatment Contract dated 19 June 2009 (each as may be updated and amended to include (but not limited to) any comments from WAG prior to Contract Close) (the "**WIDP Contract**"). All defined terms used within this Risk Allocation Matrix shall have the meaning given to them in the WIDP Contract or, as the case may be, the ITPD (unless the context requires otherwise). Accordingly, any clarification as regards any terms and expressions used within this Risk Allocation Matrix can be found within such documentation and related guidance. The Partnership reserves the right to update this Risk Allocation Matrix in the event that any such documentation and related guidance changes.

Design Risks

No	Risk	Description	Risk Allocation			Comment
			Partnership	Contractor	Shared	
R1	Failure to design to meet the Authority's Requirements.	Failure by the Contractor to translate the Authority's Requirements into the design for the Facility(ies) (to include the specified life expectancy) shall be a Contractor risk.		X		
R2	Change in the Authority's Requirements by the Partnership.	Any change in the Authority's Requirements by the Partnership during the Contract Period shall be a Partnership risk subject to and in accordance with the terms of the Change Protocol.	X			
R3	Contractor Change proposed by the Contractor.	Any change to the Works and/or the provision of the Services requested by the Contractor		X		

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No	Risk	Description	Risk Allocation			Comment
			Partnership	Contractor	Shared	
		during the Contract Period shall be a Contractor risk subject to and in accordance with the terms of the Change Protocol including (without limitation) any additional design and construction costs that may be incurred.				

Planning Risks

No	Risk	Description	Risk Allocation			Comment
			Partnership	Contractor	Shared	
R4	Obtaining Detailed Planning Permission (up to the agreed Appeal Contingency).	<p>Following appointment of the Preferred Bidder, it is anticipated that the Preferred Bidder shall procure full planning permission for their Solution. The Partnership has secured a site in Newport for the purposes of the Project which may be used by the Contractor (the "Optional Site"). Obtaining Planning Permission for any Solution on either the Optional Site and/or any site proposed by the Contractor shall be a Contractor risk.</p> <p>However, it is acknowledged that the cost of any appeal or other proceedings (in excess of the agreed Appeal Contingency) shall be a shared risk (pursuant to Schedule 26 of the WIDP Contract).</p>		X		
R5	Judicial Review.	Cost and time implications of any judicial review shall be a shared risk (pursuant to Schedule 26 of the WIDP Contract).			X	

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No	Risk	Description	Risk Allocation			Comment
			Partnership	Contractor	Shared	
R6	Delayed Planning Permission.	Cost and time implication of any delay in procuring planning permission (subject to the Contractor using "All Reasonable Endeavours" as defined in Schedule 26 of the WIDP Contract) shall be a shared risk.			X	
R7	Planning Failure.	Failure to achieve planning permission by the Planning Longstop Date (subject to the Contractor using "All Reasonable Endeavours" as defined in Schedule 26 of the WIDP Contract) shall be a shared risk.			X	
R8	Planning Conditions.	Cost of compliance with all planning conditions including (but not limited to) any amendment to the design and entry into and compliance with any 106 agreements shall be a Contractor risk.		X		
R9	Relevant Permitting.	The Contractor shall be responsible for obtaining, maintaining and compliance with relevant permits. It is anticipated that the permits will not be procured until Preferred Bidder appointment and the process will be regulated pursuant to Schedule 27 of the WIDP Contract.		X		
R10	Road and Footpath Closure Orders.	Cost and time implications of complying with any orders shall be a Contractor risk.		X		

General Risks

No	Risk	Description	Risk Allocation			Comment
			Partnership	Contractor	Shared	
R11	Adjacent Land and Third Party Consents.	The Contractor shall use all reasonable endeavours not to do anything which may cause a nuisance, damage or contamination		X		
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No	Risk	Description	Risk Allocation			Comment
			Partnership	Contractor	Shared	
		or interfere with any adverse rights in accordance with clause 10.8 of the WIDP Contract. All risks and liability associated with the same shall be a Contractor risk.				
R12	Necessary Consents.	It is proposed that the procurement of, compliance with and maintenance of all permits, approvals, consents, licences and the like lawfully and necessarily required in connection with the carrying out of the Works and the provision of the Services (including but not limited to building regulation approvals) shall be a Contractor risk.		X		
R13	CDM and all Health and Safety Requirements.	The Contractor is anticipated to be elected as the only "client" for the purposes of the CDM Regulations and shall be expected to assume all risks associated with compliance with the CDM Regulations and any additional health and safety requirements. For the avoidance of doubt, the Contractor shall be responsible for all health and safety requirements including safety and security on site.		X		
R14	Cost Increases.	The Contractor shall be responsible for any cost overruns/increases (including by any sub-contractors/suppliers) throughout the Contract Period except to the extent arising out of a Compensation Event. The Contractor's responsibility shall include any failure/default of any Contractor Related Party. For the avoidance of doubt, Compensation Event protection shall only be provided to the extent provided under the WIDP Contract.		X		

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No	Risk	Description	Risk Allocation			Comment
			Partnership	Contractor	Shared	
R15	Time Overruns.	Any time overruns, which shall include any time overruns caused by any Contractor Related Party, throughout the Contract Period shall be a Contractor risk.		X		
R16	Materials.	The availability and the standards of all materials required for the Contractor's Solution shall be a Contractor risk.		X		
R17	Employment matters.	Responsibility for all employees required and associated with the Works and the provision of the Services shall be a Contractor risk. This shall include any inadequacy in staff resource.		X		
R18	Sub-contractors/suppliers.	Availability and standards of sub-contractors/supplies shall be a Contractor risk. The risk shall include any default by the sub-contractor/supplier.		X		
R19	TUPE.	There may be TUPE implications associated with this Contract. The timing for any TUPE transfer shall be determined with the Contractor during the ISDS stage. All liabilities associated with any transferring employees shall be a Contractor risk.		X		
R20	Pensions.	The Contractor shall be responsible for the management of the pensions of any transferring employees either via participation in the LGPS Scheme or a broadly comparable Contractor scheme.		X		
R21	Supervening Events.	Compensation Events, Excusing Causes, Force Majeure Events and Relief Events shall only be granted to the extent set out in the WIDP Contract subject to the Contractor using reasonable endeavours to mitigate the impact of these events.			X	
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No	Risk	Description	Risk Allocation			Comment
			Partnership	Contractor	Shared	
		For the avoidance of doubt, any costs arising out of a Relief Event shall be a Contractor risk.		X		
R22	Protester Action.	In accordance with Clause 42 of the WIDP Contract, the Contractor shall be responsible for the consequences of any delays, disruption and or cost arising from any Protester Action.		X		
R23	Losses arising from damage or theft.	Any losses arising from damage or theft to the Facility and the Assets shall be a Contractor risk		X		
R24	Change in Law.	If, during the Services Period, a Qualifying Change in Law ("QCL") occurs and as a result of the QCL the Contractor incurs any Capital Expenditure or any loss of revenue or any Estimated Change in Project Costs then, subject to the Contractor using reasonable endeavours to mitigate the impact of the QCL (and more particularly subject to clause 44 (Change in Law) of the WIDP Contract), the risk shall be shared in respect of any Cumulative Capital Expenditure and shall otherwise be a Partnership risk.			X	
R25	Reinstatement (rebuilding subsequent to damage).	Rebuilding/reinstatement of the facility(ies) and the Assets subsequent to any damage shall be a Contractor risk. For the avoidance of doubt, the Partnership shall not accept the introduction of an Economic Reinstatement Test.		X		
R26	Insurances.	The Contractor will be required to take out and maintain in force the Required Insurances and any other insurances as may be required by law in accordance with Clause		X		

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No	Risk	Description	Risk Allocation			Comment
			Partnership	Contractor	Shared	
		55 (Required Insurances) and Schedule 10 of the WIDP Contract. In particular, all the Required Insurances shall include the Lead Authority's interest as a co-insured. Provision shall also be required to maintain Professional Indemnity Insurance in respect of each sub-contractor and member of the Professional Team with an indemnity limit of not less than £10 million.				
R27	Risks become Uninsurable.	Risks that become Uninsurable shall, subject to Clause 57 of the WIDP Contract, be a Partnership risk.	X			
R28	Unavailable Insurance Term.	Unavailable Terms and Conditions shall, subject to Clause 58 of the WIDP Contract, be a shared risk.			X	
R29	Insurance Premiums.	The insurance premiums in respect of the Required Insurance shall be a Contractor risk (subject to the terms of Part 5 of Schedule 10 (Insurance Premium Risk Sharing) to the WIDP Contract).		X		
R30	Third Party Claims.	All third party claims shall be a Contractor risk.		X		

Construction Risks

No	Risk	Description	Risk Allocation			Comment
			Partnership	Contractor	Shared	
R31	Construction.	The Contractor shall be responsible for all risks associated with the construction of the Facility(ies) save to the extent that Compensation Events or Relief Events protection is provided. The Contractor's risk		X		
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No	Risk	Description	Risk Allocation			Comment
			Partnership	Contractor	Shared	
		shall include failure to build to the Contractor's design.				
R32	Site Acquisition.	Responsibility for site acquisition and land assembly shall rest with the party providing the site for the purposes of the Project. All site acquisition and land assembly risk in relation to the Optional Site shall be a Partnership risk.	X			
		Similarly if the Contractor's site is used, all site acquisition and land assembly risk shall be a Contractor risk.		X		
R33	Title Issues.	The Partnership shall disclose title to the Reference Site prior to commencement of the ISDS stage. For the avoidance of doubt, the Partnership shall not prepare a certificate of title to the Optional Site. The Partnership shall give no warranty or undertaking as to the suitability, capability or otherwise of the Optional Site for the purposes of the Project. As such, all title issues relating to the Optional Site shall be a Contractor risk. Equally, all title issues relating to any Contractor Site shall be a Contractor risk.		X		
R34	Access to the Site.	The Partnership shall grant the Contractor a non exclusive licence to enter the Optional Site to carry out the Works. Following commissioning and certification of the facility(ies), the Contractor shall be granted a lease to the Optional Site which shall be co-terminus and shall terminate automatically on	X			
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No	Risk	Description	Risk Allocation			Comment
			Partnership	Contractor	Shared	
		expiry or early termination of the PA. It is also anticipated that the lease shall be excluded from security of business tenure provisions under Part II of the Landlord and Tenant Act 1954.				
R35	Site Conditions.	All Site Conditions (as defined in the WIDP Contract) to include (without limitation) any Contamination on the Site or arising from a source off-site shall be a Contractor risk.		X		
R36	Access to Media Services (for utility connections)	Access to any media services shall be a Contractor risk, save to the extent that such access involves the satisfaction of conditions that can only be discharged by the Partnership as landowner of the Optional Site (e.g. granting of a lease for a sub-station) subject to the Contractor using all reasonable endeavours to assist the Partnership to discharge such conditions.		X		
R37	Availability and the Capacity of Utilities.	Availability and the capacity of utilities required for the purposes of the Contractor's Solution shall be a Contractor risk.		X		
R38	Delays in Service Commencement.	The Contractor shall be liable for any delay in service commencement subject to any relief granted pursuant to a Compensation Event or a Relief Event (to the extent provided for under the WIDP Contract). It is anticipated that the PA shall include an entitlement for the Partnership to claim liquidated and ascertained damages in the event of any failure by the Contractor to complete the facility(ies) by the Planned		X		

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[Appendix 8 – Draft Payment Mechanism Principles Paper]

1 STATUS OF THIS DRAFT

- 1.1 This Payment Mechanism Principles Paper has been developed by the Partnership to provide Participants with an understanding of the principles that the Partnership is proposing for the Payment Mechanism ("PM").
- 1.2 The Partnership intends to follow the WIDP Residual Waste Procurement Pack guidance as well as SoPC4 principles in developing the Payment Mechanism. The Payment Mechanism will be structured to take account of project specifics and will evolve through the dialogue process to take account of the technological solution(s) put forward by each Participant.
- 1.3 Whilst the Partnership will agree the final form of the Payment Mechanism during dialogue with the Participants it does not intend without good reason, to move from the principles set out in this Paper.
- 1.4 This paper is intended to be read in conjunction with the draft Output Specification (included as Appendix 6 – Part 1 to the ITPD/ISOS document) and the draft Performance Management Framework.
- 1.5 It has been developed on the basis that the Solution delivers a Residual Waste treatment Solution on a design, build, finance, operate and maintain (DBFOM) basis and would need to be reviewed if there were any change to the scope of the Services required.
- 1.6 The principles have been developed assuming that the Partnership's (or their contractor) waste collection vehicles under the Partnership's direction are responsible for transporting Contract Waste to the Delivery Points.

2 STRUCTURE OF THE DOCUMENT

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

3 PAYMENT MECHANISM PRINCIPLES

- 3.1 The PM will be developed in accordance with the following principles:
- Payments from the Partnership to the Contractor***
- 3.1.1 The Partnership will make payments during the Commissioning Period and Service Period on the following basis:

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- During the ¹Commissioning Period - Payments will be based on pre-agreed operating costs, capped at the partnership's current landfill disposal costs, to which a partial deduction regime will apply²; and
- During the Services Period - Payments will primarily be based on unitary charge principles to which a gain share and full deduction regime will apply.

Basis of Payments during the Commissioning Period

3.1.2 The commissioning Period is defined as the period between the Readiness Date (i.e. following the issue of the Readiness Test Certificate) and the Service Commencement Date (i.e. following the issue of the Acceptance Test Certificate), during which Contract Waste is required for testing.

3.1.3 During this period the Partnership will:

- provide Contract Waste for processing pursuant to the Commissioning Plan; and
- pay the Contractor its predefined operating costs for treating the Contract Waste (for the avoidance of doubt this will be a finite period up to the Acceptance Longstop Date after which no further commissioning payments will be made and other Contractual provisions will apply).
- where the Planned Service Commencement Date is not achieved, the Partnership will seek liquidated damages in line with WIDP's "Standardisation of waste management PFI contracts: guidance on SoPC derogations". The level of damages will be set using the same methodology as for the Non-Acceptance Deductions but will also seek to recover any WAG revenue grant funding towards the facility gate fee that the Partnership loses as a result of the delay in service commencement.

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

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

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Basis of Payments during the Service Period

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

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

- a fixed Unitary Charge Base Element (UCBE) on a "take or pay" basis relating to a stated tonnage of Contract Waste, the "Base Element Threshold Tonnage". The level will be developed as part of dialogue but will be a proportion of the first full Contract Year's estimated tonnage. At this stage it is estimated that it will be [c.80%] and will remain fixed in tonnage terms throughout the Contract Period.

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

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

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

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

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

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

Transport & Mileage Deductions

3.1.6 The assumption is that the transport included in the Contract is likely to cover any transport requirements between the Delivery Points and the treatment Facility (where the Delivery Point and treatment Facility are not co-located) and between the treatment Facility and landfill, if relevant, and/or any transport of recyclable materials, process outputs/residues etc from the treatment Facility to end market(s).

3.1.7 To ensure value for money the transport element is proposed to be a value tested service (through benchmarking / market testing), and is likely, in the case of

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transport to landfill be dealt with as part of a package with landfill to ensure maximum value for money (this will be dealt with in the Project Agreement).

3.1.8 It is also assumed that payment for transport cost will be built into the Base and Marginal Element of the Unitary Charge. The bid and Base Case financial models should reflect the assumed landfill site(s) ("Final Disposal Points"), distance(s) and £/tonne/mile assumptions as appropriate.

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

Contract Targets

Contract Target Regime (Landfill Diversion, Recycling & [Recovery])

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

3.1.11 The Partnership will make:

3.1.11.1 Unprocessed Diversion Performance Deductions where the Contractor exceeds the maximum tonnage of unprocessed Contract Waste allowed to be sent to Landfill (the Target Unprocessed Landfill Tonnage) by failing the Unprocessed Landfill Performance Target;

3.1.11.2 Processed Diversion Performance Deductions where the Contractor exceeds the maximum tonnage of processed Contract Waste allowed to be sent to Landfill (the Target Processed Landfill Tonnage) by failing the Processed Landfill Performance Target;

3.1.11.3 Recycling Failure Deductions where the Contractor fails to meet its guaranteed level of Recycling.

3.1.12 The Unprocessed Diversion Performance Deductions and Processed Diversion Performance Deductions are together known as "Diversion Performance Deductions"

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

3.1.14 Contract Targets will be set out in the Output Specification and are a bid-back item at ISOS.

3.1.15 Recovery (heat and/or electricity) specific performance targets and deductions are not addressed within the PM. However, should a Participant's Solution result in recovery (heat and/or electricity) deliverables, these will need to be addressed with the Partnership and the principles for recovery (heat and/or electricity) will need to be set out within the PM.

3.1.16 There will be an overall cap per Contract Year on Contract Target Deductions equal to the total Unitary Charge payments made by the Partnership to the Contractor in respect of the relevant Contract Year.

Landfill Allowances ("LAS")

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- 3.1.17 Under the Landfill Allowance Scheme in Wales ("LAS Wales"), local authorities face a £200 per tonne fine if they fail to meet their BMW diversion targets. Trading is not allowed in Wales. Under the Payment Mechanism's diversion target deductions mechanism, the contractor will incur a LAS related £200 per tonne deduction element if both:

- (a) the Contractor fails its BMW diversion target, and;
- (b) any of the Project Gwyrdd partners incur a LAS fine.

Reward Mechanisms

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

Non Acceptance

- 3.1.19 There will be a 'test' for Facility Unavailability which will determine when collection vehicles are not able to deliver to a Facility.
- 3.1.20 In the event that Contract Waste is not accepted by the Contractor due to Facility Unavailability (i.e. there is no Delivery Point or Contingent Delivery Point) the Partnership will not pay the Unitary Charge Base Element or the Unitary Charge Marginal Element to the Contractor in respect of such Contract Waste and will also apply the Non Acceptance Deduction.
- 3.1.21 Contract Waste not accepted by the Contractor will be deemed to have been accepted by the Contractor for the purpose of calculating compliance with Contract Targets.
- 3.1.22 The Non Acceptance Deduction will cover additional mileage incurred by the Partnership and Landfill Costs (landfill gate fee, landfill tax) incurred by the Partnership in excess of the withheld Unitary Charge Base Element and Unitary Charge Marginal Element.
- 3.1.23 If the alternative delivery point employed by the Partnership is closer for the collection vehicles than the Delivery Point there shall be no transport mileage adjustment payable by to the Contractor.
- 3.1.24 The Partnership will be entitled to terminate the Project Agreement on the basis of Contractor Default Termination if there is prolonged Non-Acceptance or excessive failure to process waste at the Facility.

Waste Composition

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

Minimum Tonnages

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

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Maximum Tonnages

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

Third Party Income

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

- 3.1.29 The categories are as follows:

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

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

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

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

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

4 PAYMENT FORMULA

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

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Payments by the Partnership to Contractor

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

Deductions from the Unitary Charge

- Unprocessed Diversion Performance Deductions
- Processed Diversion Performance Deductions
- Recycling Failure Deductions
- Recovery Failure Deductions (if applicable)
- Performance Failure Deductions (as described in the Performance Framework - see section 14)
- Non Acceptance Deductions
- Mileage Deductions

Other payments / adjustments

- Others if relevant around Ad Hoc Waste and transport adjustments.
- Partnership share of any relevant Third Party Income.

5 COMMISSIONING PAYMENTS

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

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

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

5.3 Commissioning Payments will also have the following characteristics:

- No element of profit to be built in;
- The PM only applies in respect of Performance Deductions relating to those Performance Standards stated in the draft Output Specification to apply during the Commissioning Period - (i.e. not Contract Target Deductions and Non-Acceptance Deductions);
- The Deductions during this period will be subject to a separate cap set out in the Contract;

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- Commissioning Payments should be no greater than the avoided cost to the Partnership of alternative landfill.

6 TIMING OF PAYMENTS

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

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

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

Payment/ Deduction	Payment/Deduction Frequency	Issues
Unitary Charge Base Element	Monthly (paid in the month for that month)	Payment known and 1/12th of annual - subject only to adjustments under the Contract (i.e. Indexation).
Unitary Charge Marginal Element	Monthly (one month in arrears)	Payment only on the basis of actual tonnes of Contract Waste delivered by the Partnership above the Base Element threshold tonnage.
Landfill Payments	[Monthly] (subject to the terms of the landfill contract invoicing arrangements)	In addition to monthly payments there may be quarterly reconciliations to reflect performance against targets (to be discussed during dialogue).
Mileage Deductions	Monthly ([2 months] in arrears)	Verified contract monitoring information would need to be available, hence the time lag.
Contract Target Deductions	[Quarterly with annual reconciliation in arrears] to be discussed with Participants	Based on annual targets - quarterly estimated payments to ensure there are no significant cash flow implications built up subject only to adjustments under the Contract (i.e. Indexation).
Non Acceptance Deductions	[Monthly with annual reconciliation in arrears] to be discussed with Participants	Verified contract monitoring information would need to be available, hence the time lag.
Performance Failure Deductions	Monthly ([2 months] in arrears)	Verified Contract monitoring information would need to be available, hence the time lag subject only to adjustments under the Contract (i.e. Indexation).
Third Party Income gain share	Annually in arrears	Although the sharing levels could be significant they will, by definition, be in excess of Base Case assumptions and therefore will not impact on normal

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		operating cash flows.
Pass Throughs	To be agreed on basis of frequency of invoices	Currently limited to Business Rates only.

7 UNITARY CHARGE BASE ELEMENT (UCBE)

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

7.2 The UCBE is intended to cover:

- Agreed debt servicing costs;
- Planned "fixed" maintenance costs of the facilities i.e. costs which are incurred regardless of whether or not the plant is operational;
- Demonstrable fixed costs of ensuring 'availability' of the Facilities including any fixed transport costs (such as vehicle leases) and fixed costs relating to end markets, if applicable (such as (where agreed by the Partnership) any "take or pay" Off-Take Contracts);
- A proportion of the overall blended return calculated in the Financial Model return for the Contractor's shareholders (equity and subordinated debt);
- the variable operating costs of the Project for the assumed 'take or pay' tonnage threshold; but
- minus guaranteed income from Third Party Waste and process product income.

8 UNITARY CHARGE MARGINAL ELEMENT (UCME)

8.1 To be calculated on a £/tonne basis, but with the potential for different rates to apply to different tonnage bands.

8.2 The UCME will be payable on every tonne of Contract Waste delivered for processing in excess of the Base Element Threshold Tonnage. Contract Waste which is not processed and is sent to Landfill is paid for via the Landfill Payment (see section 9 below).

8.3 The Unitary Charge Marginal Element is to cover:

- The additional marginal costs of receiving, handling and processing each tonne of Contract Waste above the assumed Base Element Threshold Tonnage. This will apply to all tonnages of Contract Waste above the Base Element Threshold Tonnage (excluding Contract Waste which is not processed and Ad Hoc Waste) delivered;
- Any transport costs not built into the Base Element (adjustments to be dealt with separately); and
- The balancing proportion of the overall blended equity investment return not modelled to be received through UCBE;
- The net effect of any Third Party Income related to the marginal tonnage

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9 LANDFILL PAYMENTS

9.1 The Landfill Payments will comprise:

- landfill disposal costs (which will be bid by the Contractor at the ISDS Stage and will be subject only to indexation and/or benchmarking and market testing regime as agreed); and
- landfill tax at the prevailing rate,

up to the Target Landfill Tonnage only.

9.2 As the Partnership will reimburse landfill costs through the Monthly payments under the PM as incurred, the Landfill Payments will be made on all tonnage verified as landfilled, and then be recovered through the Diversion Deduction mechanism if appropriate.

9.3 If applicable, these landfill payments would not incorporate the disposal of hazardous fly-ash from EfW or similar processes, as this should be incorporated into the Contractor's costs recovered through the Unitary Charge Base Element and/or Unitary Charge Marginal Element.

10 AD HOC WASTE PAYMENTS

10.1 In the event that the Contractor is required to handle of an item of Ad Hoc Waste, Contractor will be reimbursed for the costs relating to such handling according to a pre-agreed schedule of rates.

10.2 At ISDS, Participants will be asked to price a schedule of rates (or similar 'cost plus' arrangement), transparently showing the direct costs associated with handling of Ad Hoc Waste and any overhead costs/profit element. The Contractor will be required to market test the schedule of rates periodically to ensure that value for money is demonstrated.

11 BUSINESS RATES

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

12 DIVERSION PERFORMANCE DEDUCTIONS

12.1 The Unprocessed Landfill Performance Target and Processed Landfill Performance Target will be set as guaranteed percentage levels of Contract Waste to be diverted from landfill, and hence a maximum amount of unprocessed and processed Contract Waste to be landfilled in a Contract Year.

12.2 The Unprocessed Diversion Performance Deductions and Processed Diversion Performance Deductions are together known as "Diversion Performance Deductions".

12.3 The Unprocessed and Processed Diversion Performance Deductions will apply independently on a 'per tonne' basis for each tonne of waste landfilled above the guaranteed level.

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- 12.4 The Unprocessed Diversion Performance Deductions will comprise the prevailing landfill gate fee, landfill tax at the prevailing rate and LAS costs (in line with the approach set out in 3.1.17).
- 12.5 In the event that in any Contract Month the aggregate of the Diversion Performance Deductions are greater than the amount of the monthly Unitary Payment, then the excess will be carried forward and set off against any subsequent monthly payments until the outstanding Diversion Performance Deductions is reduced to nil. The Diversion Performance Deductions in respect of a Contract Year will be subject to an annual overall cap as detailed in section 15 below.

13 RECYCLING FAILURE DEDUCTIONS

- 13.1 The Recycling targets will be set as guaranteed percentage levels of Contract Waste to be recycled.
- 13.2 The deduction amount will be set at the bid back amount per tonne.
- 13.3 In the event that in any Contract Month the aggregate of the Recycling Failure Deductions are greater than the amount of the monthly Unitary Payment, then the excess will be carried forward and set off against any subsequent monthly payments until the outstanding Recycling Failure Deductions is reduced to nil. The Recycling Failure Deductions in respect of a Contract Year will be subject to an annual overall cap as detailed in section 15 below.

14 PERFORMANCE FAILURE DEDUCTIONS

- 14.1 These will reflect performance against Performance Standards set out in the Performance Framework.
- 14.2 Each Performance Standard is set a Performance Deduction Category in the Performance Framework. The Performance Deduction Category will be set out in an Appendix to the Payment Mechanism Schedule and will identify the £ value of the Performance Deduction per Performance Standard Failure for each Deduction Category.
- 14.3 The level of Standard Performance Failure Deductions will be capped at the value of the monthly operating element of the Contractor's costs. It is, for the avoidance of doubt, not intended to include the debt service costs and lifecycle costs.

15 OVERALL ANNUAL DEDUCTIONS CAP

- 15.1 In addition to the specific monthly caps relating to Contract Target Deductions, Non Acceptance Deductions and Performance Failure Deductions, there will be an overall annual cap on all deductions.
- 15.2 The cap will be equal to the value of the sum of the annual Unitary Charge UCBE + UCME in respect of a Contract Year. For the avoidance of doubt, the annual cap will not include landfill payments and/ or transport costs adjustments.

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16 INDEXATION

- 16.1 The indexation of costs is principally an issue for the Contractor.
- 16.2 In respect of the payments and deductions these principally should be based around RPIx. However, it needs to reflect value for money of incorporating alternate 'basket of indices' for labour, fuel etc.
- 16.3 Due to the differing nature of the payments and rewards a variety of indexation provisions will need to be applied.
- 16.4 The table below sets out the Partnership's expectations with respect to the indexation structure:

Payment/Deduction	Indexation Mechanism
Unitary Charge Base Element	Partial RPIx to reflect the split of fixed debt related costs. Should be no other indices applying.
Unitary Charge Marginal Element	Basket of Indices, to be agreed. Unlikely to be any element of 'non-indexation' as debt costs covered in fixed element of the Unitary Charge
Landfill Payment	To reflect landfill contract indexation provisions. Landfill tax will be at the relevant prevailing rate.
NNDR	n/a as Pass Through.
Contract Deductions Targets	N/A - discuss with Participants during dialogue idea of £200 per tonne LAS related deduction being indexed by RPIx beyond 2020.
Non Deductions Acceptance	N/A as will be based on actual costs incurred over and above Unitary Charge at the time.
Mileage Deductions	Linked to indexation of Partnership's transportation costs.
Performance Deductions Failure	Likely to be linked to UCME indexation.
Ad Hoc Waste payments	To reflect the agreed basis for determining the payment.

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[Appendix 9 – ISOS Financial Assumptions]

ISOS FINANCIAL ASSUMPTIONS

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1. Financial Assumptions

1.1 Introduction

This document is presented in two parts:

- Part A – Financial Assumptions; and
- Part B – Whole System Cost Assumptions and Adjustments

Part A (Financial Assumptions) sets out the basis of the financial assumptions to apply throughout the procurement and explains the financial assumptions to apply at ISOS Stage and how these may develop during the procurement. Any development of the financial assumptions will be in accordance with the principles set out in **Part A** and will be provided to Participants at the appropriate evaluation Stage.

Part B (Whole System Cost Assumptions and Adjustments) will apply throughout the procurement.

2. Part A – Financial Assumptions

2.1 Introduction

2.1.1 The information set out in this Part A is provided to Participants in order to ensure consistency of approach by Participants and to allow the Partnership to evaluate on a like-for-like basis either where the Partnership would end up with price risk or it is considered that Participants' prices are unlikely to be sufficiently firm.

2.1.2 Whilst the Partners have endeavoured to set the Financial Assumptions on a reasonable basis it is possible that these assumptions could change during the procurement process, not only due to the general passage of time and/or the general economic climate, but also due to a variety of other factors such as (without limitation) Government Policy or DEFRA guidance. The Financial Assumptions will be reviewed at each stage of the procurement and Participants will be advised in advance of any change to the Financial Assumptions. Any such changes will be subject always to the principles of transparency, equal treatment and non-discrimination.

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2.1.3 This Part A explains the Financial Assumptions to apply at ISOS Stage. The principles which govern the payment from the Partnership to the Participant are set out in Appendix 8 (Payment Mechanism Principles Paper) of the ISOS.

2.1.4 Participants can request to use a different assumption where they believe a favourable position can be obtained. However this is only permissible with prior agreement of the Partnership and will require the Participant to guarantee the assumption and hence take the associated price risk.

2.2 Foreign Exchange Risk

2.2.1 The currency in which all prices and rates must be tendered and in which payments under the Contract will be made, shall be Pounds Sterling. Where Participants' original costs are in a currency other than Pounds Sterling, Participants should state clearly in the Cost Pro-forma what the value of these costs is in the foreign currency in question and use the exchange rate assumptions provided in paragraph 2.6.6 to convert these amounts to Pounds Sterling. Where a Participant proposes to use a currency not covered by the exchange rates at paragraph 2.6.6, then it must obtain prior approval to do so and an exchange rate (for bidding purposes) from the Partnership.

2.3 Indexation

2.3.1 The Partnership does not want either party to take unnecessary risk on indexation where costs are fixed (e.g. fixed rate funding). Therefore, Participants should only apply indexation to variable costs (in this instance variable means costs that are subject to inflation).

2.3.2 The relevant elements of any payments and deductions that are indexed elements shall be indexed on 1st April in each year of the Contract (the Indexation Date) by reference to the relevant published index or determined with respect to the month of February most recently preceding the Review Date. For the purposes of the ISOS modelling Indexation should be applied in the following way to reflect the price Base Date assumption of 1 April 2009:

- *The period from 1 April 2009 ending 31 March 2010 is to have an inflation factor of 1.000 applied to it.*
- *The period from 1 April 2010 ending 31 March 2011 is to have an inflation factor of 1.025 applied to it.*
- *The period from 1 April 2011 ending 31 March 2012 is to have an inflation factor of 1.0506 (1.025²) applied to it. This sequence is continued for the whole of the Contract Period.*

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2.4 Tonnage

2.4.1 The tonnages to be used for modelling purposes are the tonnages of Contract Waste set out in the draft Authority's Requirements. To aid certainty, these have been already included in the Price Proforma (Appendix 5 - Financial Bid Forms). This is subject to the acceptance of Ad-Hoc Waste, which will be agreed during the Competitive Dialogue.

2.5 Discount Rate and NPV Calculation

2.5.1 For all NPV information required by the Partnership, Participants should discount on an annual basis using a discount rate of 6.0875% (i.e. 3.50% real + 2.50% inflation). The NPV base date is 1 April 2009 with all cash flows assumed to arise at the beginning of each annual period thereafter.

2.5.2 The period measured will be from the assumed date of Planned Service Commencement Date (1st April 2016 (see 2.6.1) for 25 years. Where a Participant is proposing an earlier date for Planned Service Commencement, the Participant will be required to demonstrate to the reasonable satisfaction of the Partnership that such earlier date is deliverable from a technical perspective. The Partnership may require evidence, to include (without limitation) an outline construction programme, in support of any such proposal. If the Participant fails to demonstrate to the reasonable satisfaction of the Partnership that the proposal is deliverable, a Planned Service Commencement Date of 1st April 2016 will be assumed by the Partnership. Where the Partnership allows Participants to propose earlier Planned Service Commencement Dates then the affordability assessment will be altered to reflect the change in dates, and all Participants will be informed.

2.6 Financial Model Assumptions

2.6.1 Participants should use the following assumptions in any financial modelling undertaken for Outline Solutions:

2.6.1.1 Key dates, payment and Contract Term:

- assume a Financial Close date of 1st September 2012;
- assume full Service Commencement is 1st April 2016;
- assume that the concession covers a period of 25 years following full Service Commencement;

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- 2.6.2 Assume the base date for all revenue costs to be 1 April 2009;
- 2.6.3 For the Works Period assume an all-in swap rate of 7.75%. The rate is a simple rate (not compounded) and is inclusive of margin, MLA and credit spread;
- 2.6.4 For the Service Period assume an all-in swap rate of 7.75%. The rate is a simple rate (not compounded) and is inclusive of margin, MLA and credit spread;
- 2.6.5 As funding arrangements are likely to be uncertain at this early stage in procurement, if utilising Project Finance assume a 3 year tail on the debt
- 2.6.6 Where applicable and relevant, assume the following exchange rates for costs of equipment/contracts etc sourced in non sterling currency. Please contact the Partnership to obtain rates to apply for all other currencies.

Table 2-1 Currency Conversion Rates

Currency	Conversion	Rate to apply
US Dollars	USD/GBP	0.621
Euro	EUR/GBP	0.900
Norwegian Kroner	NOK/GBP	0.110

2.6.7 where applicable and relevant, assume the following index values:

- RPIx Index 2.5% p.a.
- Average Earnings Index (AEI) 3.6% p.a.
- Fuel Index 4.1% p.a.

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- 2.6.8 If a Participant wishes to choose an alternative appropriate index then it must obtain prior approval to do so, and a value (for bidding purposes) from the Partners.

2.7 Landfill Related Costs

- 2.7.2 In accordance with the principles behind the Landfill Payment element of the Payment Mechanism, the Contractor will be responsible for the payment of Landfill disposal costs and for the purposes of their Bids, Participants should assume the values provided by the Authority for each year of the Contract Period as set out below (and which have been pre-set in the Price Proforma):
- 2.7.3 Non-Hazardous Landfill Gate fee (£/tonne) – based on £40 per tonne in FY' 07/08 and then increases at 7% per annum until it reaches £73.54 per tonne in FY 2016/17. The gate fee then rises by approximately 4% a year thereafter;
- 2.7.4 Inert Landfill Tax (£/tonne) – £2.5 in 2009/10 indexing at 2.50% thereafter. Profile as per row 32 of the "Price Pro-forma"
- 2.7.5 Active Landfill Tax (£/tonne) – increasing from its current rate at £8 per annum until it reaches £80 in 2014/15 and in the absence of guidance about the rate of increase beyond 2014/15 an assumption has been made that this tax will continue to increase by 2.50% p.a. thereafter;
- 2.7.6 LAS fines (£/tonne) – £200 for every tonne over each Partner's LAS allowance. Assume that LAS targets and policy continue beyond 2020 but with targets for BMW to landfill remaining at the level in the last year of the scheme.

2.8 National Non Domestic Rates NNDR

- 2.8.1 The Payment Mechanism is drafted on the assumption that the NNDR costs are treated as a pass through. For modelling purposes, the Unitary Charge figures input into the Price Pro-forma should not include an allowance for NNDR. The "cost" pro-forma requires the Participant to input their estimate of the annual NNDR cost of their solution in row 79.

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2.9 Site Rental Cost for the Lead Authority Site

2.9.1 Participants using the Lead Authority Site can assume that it will be provided at a peppercorn rent.

2.10 Commissioning period income and related processing costs

2.10.1 These do not need to be included in Outline Solutions.

2.11 TUPE

2.11.1 For the purposes of their financial submissions Participants should assume that there will be no TUPE provisions within the contract.

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Part B – Whole System Cost Assumptions and Adjustments

2.1 Whole System Cost Assumptions

- 2.1.1 Whole System Cost adjustments are cost adjustments which the Partnership will make (either positive or negative) under certain circumstances to Participants' estimated prices in order to ensure the full cost of the Participants' Solutions to the Partnership is taken into account and assessed. Whole System Costs and the basis/circumstance in which they apply are set out in Table 2.1.1 - 1. Whole System Costs may include 'income' to the Participant, as well as cost.

Table 2.1.1 - 1 Whole System Cost Assumptions and Adjustments

Nature of Cost/Income	Value to be applied	Circumstances/Basis on which it would be applied
Transport Costs per tonne per mile	30 pence per tonne per mile (Real) at 2008/9 prices.	To the extent that Participants are not incorporating any/all of the costs of the transport and transfer loading of Contract Waste prior to being received at the final Delivery Point, this standard transport cost will be added. The calculation will apply an adjustment if the Contractor is proposing a site other than the "Optional Site" and the Partner's overall transportation costs to the Contractor's site are either above or below their assumed transportation costs to the "Optional Site". Transportation costs are measured from the locations shown in Appendix 3, section 6.5.3 to the optional site.
Residual life less than 5 years	To be assessed, depending upon Solution	Where the Partnership does not have access to 5 years' ongoing use of the Facility after Expiry of the Contract an adjustment will be made to reflect the difference between anticipated waste disposal costs to the Partnership in such circumstances and the anticipated cost to the Partnership of continued operations at a Facility with 5 years of residual life. The assessment will be for the full 5 year period and anticipated waste disposal costs will be based upon the assumed Landfill related costs (as set out at paragraph 2.7 above).
Financial benefit to the Partnership if a part/all the "Optional Site" is not proposed to be used by the Participant	Minimum value £150,000 plus VAT per net developable acre. ¹	To the extent that a Participant does not require all or part of the "Optional Site", the value will be offset from the Participant's Whole System Cost (i.e. there will be a credit to the Participant's cost). Where only part of the Optional Site is utilised by the Participant an assessment of the remaining area will be undertaken to allow for any reduction in value.

¹ The actual value of the site will only be determined when the option is exercised by the Partnership - which is not anticipated to take place until the start of the ISDS or Final Tender stage. However, for the purposes of the evaluation of the Outline Solutions Participants can assume that the value of the site will be as set out in the table above.

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[Appendix 10 – Technical Assumptions]

This appendix sets out the key technical assumptions.

1 Basis of Technical Assumptions

- 1.1 The Planned Service Commencement Date is 1st April 2016.
- 1.2 The purpose of the procurement is for the provision of Design, Build, Finance, Operate and Maintain (DBFOM) facility(ies) and/or a merchant waste treatment facility(ies).
- 1.3 The Contractor shall provide a Solution that will comply with all legislation, guidance, policies and good industry practice and pay particular regard to both the Partnership's and the Welsh Assembly Government's Sustainability Policies and targets.
- 1.4 The Partnership has identified a site within the control of the Partnership that can be considered by Participants when putting forward their Solutions (the "Optional Site"). However, as set out in the Contract Notice, Participants may, if they prefer, put forward alternative or other sites as part of their Solution. It is anticipated that any site will be located within the administrative area of the Partnership but the Partnership will consider sites located outside of its administrative area, subject to the provision of suitable Delivery Points.
- 1.5 Following their appointment, the Preferred Bidder shall procure full planning permission for its Solution on either the Optional Site and/or its own site. The Preferred Bidder's responsibility shall include (but is not limited to) the cost and time of preparing an EIA and complying with any planning conditions/environmental permits.
- 1.6 Dependant on the Solution proffered some ancillary waste management services such as (but not limited to) transfer stations and bulking and haulage operations may be required.
- 1.7 A WRATE model is required at the ISOS stage to assess the environmental impact of the Participant's solution. Appendix 12 sets out the data and assumptions to be used as the basis for the WRATE model. Participants are required to comply with the instructions in the appendix to ensure that the models are able to be compared and evaluated.

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2 Baseline Waste Arisings

- 2.1 Current waste arisings and recycling/composting performance have been taken from data provided by all five authorities¹. Data has been provided for the baseline year of 2008/09 with estimates for the current year 2009/10 based on year to date figures provided by the authorities. Forecast figures for 2009/10 onwards have been based on planned service levels and planned scheme changes, where budgets have already been secured.
- 2.2 Only municipal waste streams have been included; those streams not considered municipal have not been taken into account and will not form part of the waste arisings for Prosiect Gwyrdd.
- 2.3 The 2008/09 waste arisings for each authority are presented below. These figures have been used as the baseline for the waste modelling.

Caerphilly County Borough Council	Household				Non-household	
Tonnes	Bring banks	Kerbside	Other hhld	CA	Trade	Other non-hhld
Recycling	801	9,618	826	17,829	791	1,959
Composting		3,803		2,780	21	664
Recycling & composting	801	13,421	826	20,609	812	2,623
Glass	275	2,321			397	
Paper/Card for recycling	384	5,741	107	1,111	377	87
Paper/Card for composting						
Cans/metals		481	36	1,171	17	83
Plastics		1,075	107	489		80
Textiles	142					
Green waste		3,803		2,780		14
Other org (inc kitchen)					21	650
Timber/wood			320	6,775		359
WEEE			30	965		
Potentially haz				80		
Misc comb			84			
Misc non-comb			142	7,238		1,350
Residual						
Haz waste (residual)			21			
Residual waste		43,884	4,952	7,144	9,875	1,270
Total	801	57,305	5,799	27,753	10,687	3,893
Total MSW	106,238t including inerts 97,508t excluding inerts					

¹ It should be noted that the data provided was prior to Data flow audits 2008/09 so slight variation on final published figures may be apparent.

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Cardiff County Council	Household				Non-household	
Tonnes	Bring banks	Kerbside	Other hhld	CA	Trade	Other non-hhld
Recycling	625	32,184	0	6,932	3,073	0
Composting	0	19,771	3,052	1,800	337	0
Recycling & composting	625	51,955	3,052	8,732	3,410	0
Glass	118	7,330		420	873	
Paper/Card for recycling	317	19,312		1,130	2,200	
Paper/Card for composting						
Cans/metals	25	2,055		1,176		
Plastics	56	3,412		195		
Textiles	109	75		195		
Green waste		10,785	3,052	1,800	169	
Other org (inc kitchen)		8,986			168	
Timber/wood				2,481		
WEEE				1,247		
Potentially haz				0		
Misc comb				24		
Misc non-comb				64		
Residual	0	72,611	10,444	19,115	14,349	1,555
Haz waste (residual)				2		
Residual waste		72,611	10,444	19,113	14,349	1,555
Total	625	124,566	13,496	27,847	17,759	1,555
Total MSW	185,848t including inerts 185,784t excluding inerts					

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Monmouthshire County Council	Household				Non-household	
Tonnes	Bring banks	Kerbside	Other hhld	CA	Trade	Other non-hhld
Recycling	1,084	4,702	45	2,449	0	0
Composting		8,520	0	1,655	0	0
Recycling & composting	1,084	13,221	45	4,104	0	0
Glass	488	1,800		287		
Paper/Card for recycling	311	2,400		648		
Paper/Card for composting		0				
Cans/metals	39	330		482		
Plastics	118	122		63		
Textiles	129	50		70		
Green waste		2,811		1,655		
Other org (inc kitchen)		5,708				
Timber/wood				0		
WEEE				840		
Potentially haz				57		
Misc comb			45	3.16		
Misc non-comb				0.00		
Residual	0	20,164	1,663	5,794	2,119	433
Haz waste (residual)		11		8		
Residual waste	0	20,153	1,663	5,786	2,119	433
Total	1,084	33,385	1,708	9,898	2,119	433
Total MSW	48,627 t					

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Newport City Council	Household				Non-household	
Tonnes	Bring banks	Kerbside	Other hhld	CA	Trade	Other non-hhld
Recycling	289	11,224	110	4,590	682	42
Composting		7,415	0	915	135	1,720
Recycling & composting	289	18,639	110	5,505	817	1,762
Glass	120	3,537		120	204	
Paper/Card for recycling	132	5,119		300	462	
Paper/Card for composting						
Cans/metals		840		581		23
Plastics		1,443		13		
Textiles	37	285		95		
Green waste		7,165		915	135	1,720
Other org (inc kitchen)		250				
Timber/wood				841		
WEEE				850		3
Potentially haz				50		16
Misc comb			110	8	16	
Misc non-comb				1,732		
Residual	0	30,652	4,124	4,350	3,897	796
Haz waste (residual)						
Residual waste		30,652	4,124	4,350	3,897	796
Total	289	49,291	4,234	9,855	4,714	2,558
Total MSW	70,941t including inerts 69,209t excluding inerts					

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Vale of Glamorgan County Borough Council	Household				Non-household	
Tonnes	Bring banks	Kerbside	Other hhld	CA	Trade	Other non-hhld
Recycling	1,893	7,071	0	8,038	1,758	78
Composting		4,242	0	2,858	0	583
Recycling & composting	1,893	11,313	0	10,896	1,758	661
Glass	791	1,693		74	423	
Paper/Card for recycling	691	3,943		388	986	11
Paper/Card for composting						
Cans/metals	64	389		1,125	87	
Plastics	199	1,046		13	262	
Textiles	148			26		
Green waste		4,146		2,858		
Other org (inc kitchen)		96				583
Timber/wood				2,406		
WEEE				534		
Potentially haz				103		67
Misc comb				117.53		
Misc non-comb				3,251		
Residual	0	26,832	0	6,785	6,708	0
Haz waste (residual)				35		
Residual waste		26,832		6,750	6,708	
Total	1,893	38,145	0	17,681	8,466	661
Total MSW	67,269t including inerts 64,018t excluding inerts					

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3 Waste Growth

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

The growth rates used in the forecasting are:

Caerphilly	<i>0.5% MSW growth per year up to 2013, reducing to 0.25% per year up to 2019, 0% thereafter</i>
Cardiff	<i>1.5% MSW growth per year to 2016, reducing to 1% thereafter</i>
Monmouthshire	<i>1% MSW growth per year up to 2013, 0.5% to 2021, 0% thereafter</i>
Newport	<i>0.5% MSW growth per year to 2013, increasing to 1% to 2021 and 0.5% thereafter</i>
Vale of Glamorgan	<i>3% MSW growth per year up to 2013, reducing to 1% up to 2016 and 0.5% thereafter</i>

- 3.2 Applying these MSW growth rates to each authority gives a waste growth rate for the Partnership of 0.7% per year in the years following the Planned Service Commencement Date, falling to 0.6% per year towards the Contract Expiry Date.
- 3.3 The total MSW arisings will increase from around 478,000 tpa currently to around 500,000 tpa by 2011, 550,000 tpa in 2025 and 600,000 tpa in 2040..
- 3.4 From the modelling, by 2024 it is estimated that the residual household waste per person will be around 182kg if the Partnership achieve 70% MSW recycling and composting. It is recognised that this exceeds the WAG maximum residual household waste figure of 150kg/person and therefore, this key target issue is currently being discussed with WAG, given that it is a requirement of the funding Terms & Conditions.
- 3.5 The projected number of households used in the waste flow modelling has been taken from the Welsh Assembly Government's 'Household Projections for Wales (2006-based): Summary Report', published by Statistics for Wales in 2009.

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4 Waste Composition: Data Sources and Assumptions

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

- Tonnage data for 2007/08 and 2008/09;
- Information on service enhancements made since 2004;
- Proposed service and infrastructure developments;
- Waste minimisation campaigns;
- How the councils expect to achieve WAG targets; and
- Population growth.

4.2 For the purposes of the waste flow models tonnage data from 2008/09 was used as the baseline. The tonnage data was split into the following categories.

Household Waste

- 1) *Bring bank recyclates*
- 2) *Kerbside recyclates, organics and residual waste*
- 3) *HWRC recyclates, organics and residual waste*
- 4) *Other household waste, including bulky waste, street cleansing & gully waste*

Non-Household Waste

- 1) *Trade recyclates and residual waste*
- 2) *Other non-household waste, including fly-tipping, abandoned vehicles, asbestos and grounds waste*

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

4.4 Waste Works has been commissioned to carry out waste compositional analysis over a 12 month period so as to have a composition for each council that reflects seasonal variations in waste production. At time of developing this waste flow modelling only the data for the studies undertaken in July 2009 was available.

4.5 The waste from kerbside collections, CA sites, trade customers and schools was assessed. For the purposes of the waste flow models schools waste has been classified as non-household and combined the data with the trade waste. CA site loose waste and CA site black bag waste were considered separately in the waste composition analysis; for the purpose of the waste flow model the information was combined.

4.6 Utilising the Acorn demographic classification household waste was assessed from different social areas across the five local authorities. Then, to reflect the housing stock in each authority Waste Works developed composition profiles.

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- 4.7 There was no compositional data provided for collections relating to “other household waste” and “other non-household waste”. In these cases waste compositional data from the AEA Technology 2003 study was used.

5.1 Waste Composition Adjustments

- 5.2 A number of adjustments have had to be made to the waste compositional data to reflect the tonnage data provided by the councils and seasonal variations on waste arisings. The waste composition is an estimate and it should be realised that the assumptions made for future years may not be a true reflection of the composition. Details on the adjustments to the waste composition are contained below.

5.3 Household Waste

- 5.4 The compositional analysis was carried out in July 2009, in the height of summer and therefore the growing season. It has been assumed, therefore, that the proportion of green waste would not be a true reflection of waste composition if considered over a 12 month period. To amend the compositional analysis to reflect the seasonal changes a profile of green waste collections over the year was developed. Essentially, it was assumed that June, July and August would be the peak months as reflected in the compositional analysis. The months of December, January and February would be low months when little green waste would be produced. A gradual build up and reduction between the low and peak months was then factored in. This profile meant that there would be an overall reduction in green waste in the waste composition and an increase in the proportions of all other streams.

5.5 Other Household Waste

- 5.6 It is assumed that “Other household waste” will include waste streams such as bulk collections. Waste Works has not provided compositional data of this stream; therefore data from the 2003 study by AEA Technology was used. The composition has been amended to reflect tonnage data received from the councils and reductions in WEEE that would be expected to be seen since the implementation of the WEEE Directive.

5.7 Civic Amenity Waste

- 5.8 The compositional analysis of the CA site waste was carried out by Waste Works in July 2009. From the data provided it was observed that certain streams such as timber, WEEE and garden waste were considerably lower than would be expected. This was confirmed when comparing the compositional data with the actual tonnage data provided by the councils.
- 5.9 To obtain a better reflection of the composition the Waste Works data was combined with the actual tonnage data provided by each council. The result gave a composition that better reflected the type of waste, such as timber, WEEE and aggregate that would be present in CA site waste.

5.10 Trade Waste

- 5.11 A composition analysis of trade and school waste was carried out by Waste Works in July 2009. For the purposes of the waste flow modelling exercise the two compositions were merged together and considered as trade waste. The composition of the trade waste has been amended to reflect higher elements of recycling where some councils are offering recycling services.

5.12 Other Non-household Waste

- 5.13 As Waste Works did not provide compositional data for “other non-household” material, data from the 2003 study by AEA Technology was used. The analysis was amended to reflect tonnage data that was provided by the councils. This composition has been amended to reflect tonnage data received from the councils.

6 Waste Compositions used in Modelling

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Caerphilly	% bio-degradable	Household collected	Other household	CA waste (household)	Trade	Other non-household
		Waste Works 2009 – adjusted*	From actual collections & AEAT Study 2003 for bulky	Waste Works 2009 – adjusted*	Waste Works 2009 – adjusted*	From actual composition and AEAT Study 2003 for litter
Glass	0%	9.29%	0.6%	0.70%	4.94%	0.3%
Paper/Card	100%	18.10%	2.5%	5.12%	25.75%	4.7%
Cans/metal	0%	4.20%	4.6%	5.00%	4.07%	2.7%
Plastics	0%	12.33%	3.0%	2.50%	10.29%	2.8%
Textiles	50%	3.65%	0.2%	3.63%	1.01%	0.1%
Green Waste	100%	7.72%	4.0%	15.00%	0.15%	4.9%
Kitchen waste	100%	28.49%	0.3%	1.05%	31.39%	19.1%
Timber	100%	0.84%	10.0%	26.00%	0.00%	9.4%
WEEE	0%	1.05%	5.0%	4.25%	0.50%	0.0%
Potentially haz	0%	0.38%	0.1%	1.00%	0.00%	0.0%
Misc comb	50%	9.17%	53.8%	7.00%	6.98%	0.3%
Misc non-comb	0%	1.61%	15.0%	28.00%	0.91%	50.9%
Haz waste	0%	0.00%	0.4%	0.00%	0.32%	0.0%
Fines	50%	3.15%	0.4%	0.74%	13.69%	4.8%
		100.00%	100.00%	100.00%	100.00%	100.00%

* Composition adjusted to reflect annual green waste

Cardiff	% bio-degradable	Household collected	Other household	CA waste (household)	Trade	Other non-household
		Waste Works 2009 – adjusted*	From actual collections & AEAT Study 2003 for bulky	Waste Works 2009 – adjusted*	Waste Works 2009 – adjusted*	From actual composition and AEAT Study 2003 for litter
Glass	0%	9.31%	0.7%	2.00%	6.10%	0.98%
Paper/Card	100%	22.85%	0.8%	5.00%	33.37%	7.44%
Cans/metal	0%	3.63%	4.7%	4.79%	1.68%	1.61%
Plastics	0%	11.72%	1.4%	5.00%	14.56%	2.42%
Textiles	50%	3.68%	0.3%	5.70%	3.88%	0.25%
Green Waste	100%	10.80%	24.0%	7.00%	1.95%	13.91%
Kitchen waste	100%	25.45%	0.4%	11.32%	26.80%	7.40%
Timber	100%	1.73%	10.0%	9.00%	0.82%	0.55%
WEEE	0%	0.90%	5.0%	5.00%	1.43%	0.13%
Potentially haz	0%	0.38%	0.2%	0.00%	0.00%	0.12%
Misc comb	50%	5.37%	37.3%	35.00%	6.77%	0.89%
Misc non-comb	0%	1.37%	15.0%	8.00%	1.08%	49.73%
Haz waste	0%	0.00%	0.0%	1.00%	0.65%	
Fines	50%	2.83%	0.4%	1.19%	0.93%	14.58%
		100.00%	100.00%	100.00%	100.00%	100.00%

* Composition adjusted to reflect annual green waste

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Monmouthshire	% bio-degradable	Household collected	Other household	CA waste (household)	Trade	Other non-household
		Waste Works 2009 – adjusted*	From actual collections & AEAT Study 2003 for bulky	AEAT Study 2003	From actual recyclates & AEAT Study 2003	From actual composition and AEAT Study 2003 for litter
Glass	0%	7.07%	0.6%	4.00%	1.5%	0.5%
Paper/Card	100%	14.71%	2.5%	10.00%	20.3%	3.7%
Cans/metal	0%	3.13%	4.6%	5.00%	8.1%	0.8%
Plastics	0%	8.43%	3.0%	10.00%	9.4%	1.2%
Textiles	50%	2.59%	0.2%	1.00%	4.7%	0.1%
Green Waste	100%	29.00%	4.0%	16.80%	0.5%	57.2%
Kitchen waste	100%	20.56%	0.3%	10.00%	35.5%	3.7%
Timber	100%	0.68%	10.0%	9.00%	0.4%	0.3%
WEEE	0%	1.10%	5.0%	10.00%	3.9%	0.1%
Potentially haz	0%		0.1%	0.60%	0.0%	0.1%
Misc comb	50%	6.00%	53.8%	16.20%	13.1%	0.4%
Misc non-comb	0%	2.00%	15.0%	5.60%	0.1%	24.7%
Haz waste	0%	0.43%	0.4%	0.50%	0.2%	0.0%
Fines	50%	4.30%	0.4%	1.30%	2.4%	7.3%
		100.00%	100.00%	100.00%	100.00%	100.00%

* Composition adjusted to reflect annual green waste

Newport	% bio-degradable	Household collected	Other household	CA waste (household)	Trade	Other non-household
		Waste Works 2009 – adjusted*	From actual collections & AEAT Study 2003 for bulky	Waste Works 2009 – adjusted*	Waste Works 2009 – adjusted*	From actual composition and AEAT Study 2003 for litter
Glass	0%	7.76%	0.7%	2.5%	7.9%	0.3%
Paper/Card	100%	19.18%	0.7%	6.2%	37.3%	2.3%
Cans/metal	0%	3.96%	4.5%	9.0%	3.5%	1.4%
Plastics	0%	11.34%	1.4%	8.0%	11.7%	0.8%
Textiles	50%	3.11%	0.3%	6.5%	0.4%	0.1%
Green Waste	100%	16.00%	4.0%	11.0%	2.9%	71.6%
Kitchen waste	100%	21.68%	0.4%	4.0%	23.5%	2.3%
Timber	100%	2.34%	10.0%	9.0%	0.2%	0.2%
WEEE	0%	1.03%	5.0%	9.0%	0.4%	0.2%
Potentially haz	0%	0.00%	0.2%	0.5%	0.0%	0.7%
Misc comb	50%	8.15%	55.4%	14.4%	9.5%	0.3%
Misc non-comb	0%	2.50%	17.1%	19.0%	1.0%	15.5%
Haz waste	0%	0.42%	0.0%	0.89%	0.2%	0.0%
Fines	50%	2.52%	0.4%	0.1%	1.6%	4.5%
		100.00%	100.00%	100.00%	100.00%	100.00%

* Composition adjusted to reflect annual green waste

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Vale of Glamorgan	% bio-degradable	Household collected	Other household	CA waste (household)	Trade	Other non-household
		Waste Works 2009 – adjusted*	Included in Household collected waste	AEAT Study 2003	From actual recyclates & AEAT Study 2003	From actual composition and AEAT Study 2003 for litter
Glass	0%	7.47%		2.63%	7.75%	0.00%
Paper/Card	100%	22.18%		4.64%	35.98%	1.66%
Cans/metal	0%	3.60%		3.92%	4.59%	0.00%
Plastics	0%	11.79%		6.05%	10.47%	0.00%
Textiles	50%	3.37%		1.46%	3.91%	0.00%
Green Waste	100%	10.97%		14.85%	5.03%	0.00%
Kitchen waste	100%	28.58%		3.46%	25.78%	88.20%
Timber	100%	1.57%		21.59%	0.15%	0.00%
WEEE	0%	0.66%		5.29%	0.81%	0.00%
Potentially haz	0%	0.00%		0.34%	0.00%	10.14%
Misc comb	50%	5.27%		15.25%	4.45%	0.00%
Misc non-comb	0%	1.82%		19.22%	0.41%	0.00%
Haz waste	0%	0.32%		1.09%	0.01%	0
Fines	50%	2.41%		0.19%	0.67%	0.00%
		100.00%	0%	100.00%	100.00%	100.00%

* Composition adjusted to reflect annual green waste

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7 Existing and Planned Council Services

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

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Caerphilly Council

Caerphilly Council currently provides:

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

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

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

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

2009-10	Moderate participation in kerbside recycling schemes Approximately 70% efficiency in segregating material at CA Sites Maintaining current trade recycling schemes Maintaining current recycling schemes for non-household waste
2012-13	Increasing capture rates of recyclable material from kerbside collections Increasing capture rate of kerbside food waste to approximately 63% participation Improving captures rates at CA sites to approximately 80% Improving capture rate of material from trade waste collections to approximately 60% Introducing food waste scheme for trade waste Maintaining current recycling schemes for non-household waste
2015-16	Capturing in excess of 70% of recyclable material from kerbside collections Maintaining high levels of segregation at CA site Maintaining recycling schemes for non-household waste
2019-20	Capturing in excess of 80% of recyclable material from kerbside collections Improving segregation of waste at CA sites to in excess of 80% Capturing between 60 to 80% of recyclable material in trade waste collections
2024-25	Maintaining previous target level of recycling performance and counting IBA towards overall recycling rate

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Cardiff Council

Cardiff City Council currently provides:

- Weekly residual waste collection;
- A Fortnightly mixed dry recycling collection;
- A weekly food and green waste collection;
- Twenty-two bring sites; and
- Four Household Waste Recycling Centres.

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

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

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

2009-10	Capturing approximately 70% of a wide range of material including metals, plastics, paper, glass and garden waste from kerbside recycling schemes Approximately 80% efficiency in segregating material at CA Sites Maintaining current trade recycling schemes Maintaining current recycling schemes for other waste streams
2012-13	Capturing in excess of 80% of a wide range of recyclable material from kerbside collections Increasing capture rate of food waste kerbside scheme to approximately 70% Maintain captures rates at CA sites of approximately 80% Increase capture rate of material from trade waste collections to 60-80% Maintaining current recycling schemes for other waste streams
2015-16	Capturing in excess of 80% of recyclable material from kerbside collections Increasing capture rates at CA sites to approximately 85% Further increase in capture rates of materials from trade collections Maintaining current recycling schemes for other waste streams
2019-20	Capturing in excess of 90% of recyclable material from kerbside collections Improving segregation of waste at CA sites to in excess of 85% Capturing between 80 and 90% of recyclable material in trade waste collections Expand food waste service for trade waste
2024-25	Maintaining previous target level of recycling performance and counting IBA towards overall recycling rate

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Monmouthshire Council

Monmouthshire Council currently provides:

- *A weekly residual waste collection;*
- *A weekly dry recycling bag collection;*
- *A weekly organics collection;*
- *Twenty-eight Bring sites;*
- *Four Household Waste Recycling Centres and*
- *Recycling of material from bulk collections by means on a Community Partnership.*

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

- *Implement a fortnightly residual waste collection;*
- *Expand recycling collection schemes to all households; and*
- *Enhance HWRCs*

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

2009-10	Capturing approximately 60% of a wide range of material including metals, plastics, paper, glass and garden waste approximately from kerbside recycling schemes Approximately 70-80% efficiency in segregating material at CA Sites
2012-13	Capturing around 70% of a wide range of recyclable material from kerbside collections Increase captures rates at CA sites to approximately 80%
2015-16	Capturing in excess of 70% of recyclable material from kerbside collections Maintain high capture rates at CA sites
2019-20	Capturing in excess of 90% of recyclable material from kerbside collections Develop a trade food waste collection service
2024-25	Maintaining previous target level of recycling performance and counting IBA towards overall recycling rate

Ref: ITPD	Issue: Final v1.5	20.05.10	Process Owner: T. King	Authorisation: Project Board	
Ref: APP 6 OS	Issue - Final	20.05.10	Process Owner: A Williamson	Authorisation: T King	Page 16 of 18

Newport Council

Newport Council currently provides:

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

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

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

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

2009-10	Capturing approximately 50% to 60% of a wide range of material including metals, plastics, paper, glass and garden waste approximately from kerbside recycling schemes Approximately 60-70% efficiency in segregating material at CA Sites Maintain trade waste recycling services
2012-13	Capturing in excess of 60-70% of a wide range of recyclable material from kerbside collections Increase capture rate of food waste from the kerbside to over 80% Increase captures rates at CA sites to approximately 80%
2015-16	Capturing in 70-80% of recyclable material from kerbside collections Improving material capture rates in trade service to approximately 80%
2019-20	Capturing in excess of 80% of recyclable material from kerbside collections
2024-25	Maintaining previous target level of recycling performance and counting IBA towards overall recycling rate

Ref: ITPD	Issue: Final v1.5	20.05.10	Process Owner: T. King	Authorisation: Project Board	
Ref: APP 6 OS	Issue - Final	20.05.10	Process Owner: Williamson	Authorisation: T King	Page 17 of 18

Vale of Glamorgan Council

- Vale of Glamorgan Council currently provides: A dry recycling collection;
- A weekly food waste collection;
- A garden waste collection;
- Two Household Waste Recycling Centres; and
- Forty-six Bring sites.

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

- Develop a new HWRC;
- Provide bins for the recycling of household batteries; and
- Increase the size of a HWRC.

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

2009-10	Capturing approximately 50% to 55% of a wide range of material including metals, plastics, paper, glass and garden waste from kerbside recycling schemes Increasing capture rates in trade waste recycling
2012-13	Increasing kerbside capture rates to around 60% Implementation of kerbside food waste recycling scheme with a capture rate of approximately 70%
2015-16	Increasing capture rate of kerbside food waste to 80%
2019-20	Capturing around 60-70% of recyclable material from kerbside collections Increase capture rate of kerbside food waste to 90%
2024-25	Maintaining previous target level of recycling performance and counting IBA towards overall recycling rate

Ref: ITPD	Issue: Final v1.5	20.05.10	Process Owner: T. King	Authorisation: Project Board	
Ref: APP 6 OS	Issue - Final	20.05.10	Process Owner: Williamson A	Authorisation: T King	Page 18 of 18

[Form 1 Register of Clarifications]

This form must be downloaded from the Prosiect Gwyrd Data Room.

[illegible]

[Form 2 Cross Reference Supporting Information]

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

SOLUTION [1] or [2] delete as appropriate	
Question Reference	Cross Reference
A1	
A2	
A3	
A4	
A5	
A6	
B1	
B2	
B3	
B4	
B5	
B6	
B7	
B8	
B9	
B10	
B11	
C1	
C2	
C3	
C4	
C5	
C6	
C7	
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E12	
E13	
F1	
F2	
F3	
F4	
G1	
G2	
G3	
H1	
H2	
H3	
H4	
I1	
I2	
I3	
I4	
I4a	
I5	
I6	
J1	
J2	
K1	
K2	

[Form 3 ISOS Covering Letter]

Note: Participants are to provide a signed ISOS Covering Letter for each Outline Solution

ISOS COVERING LETTER

[HEADED PAPER]

[INSERT DATE]

Dear [Insert]

Outline Solution Submission – Prosiect Gwyrdd's Waste Treatment Solution for Municipal Waste

Please find enclosed our Outline Solution submission [1]/[2] for evaluation.

Having examined the Invitation to Participant in Dialogue ("ITPD") (which included the Invitation to Submit Outline Solutions ("ISOS") and the Associated Documents (as defined in the ITPD)), we confirm that we have satisfied ourselves as to the accuracy, completeness and suitability of all information required for the purposes of our Outline Solution submission.

We also confirm that:-

1. the Outline Solution represents the view of all of the members of the Participant's Team (as defined in the ITPD);
2. we have read and understood all the documentation issued by or on behalf of the Partnership including, for the avoidance of doubt, the Important Notices and we confirm that we accept the conditions and undertakings set out therein;
3. all dialogue held during the ISOS stage remains "Subject to Contract" and that the Partnership's selection of Participants to progress to the Invitation to Submit Detailed Solutions stage will not constitute a binding agreement or contract until a formal written agreement or agreements have been executed; and
4. by submitting our Outline Solution, we have satisfied ourselves as to the accuracy and completeness of the information we require in order to do so (including that contained within the ITPD).

Without limitation to our confirmation above, we undertake to treat the ITPD and all Associated Documents as strictly confidential and agree not to disclose, copy, reproduce or distribute any information contained herein to any other person at any time except for the purpose of preparing, submitting, clarifying our Outline Solution submission in connection with this Project.

Signatures: The ISOS Covering Letter should be signed by the Participant as set out in sections 3.6.1(a) and (d) (Signature of Documents) of the ITPD and by the Participant's guarantor in accordance with the above two sections.

Signed as a deed: for and on behalf of the Participant: Dated: Position at Participant organisation:	Signed as a deed: for and on behalf of the Participant: Dated: Position at Participant organisation:
---	---

Signed as a deed: for and on behalf of the Participant: Dated: Position at Participant organisation:	Signed as a deed: for and on behalf of the Participant: Dated: Position at Participant organisation:
---	---

Signed as a deed: for and on behalf of the Participant: Dated: Position at Participant organisation:	Signed as a deed: for and on behalf of the Participant: Dated: Position at Participant organisation:
---	---

Guarantor's signature: we confirm that we have reviewed the proposed transaction and are pleased to confirm our support in connection with the Outline Solution submission and our willingness to provide a guarantee of the Contractor's obligations in connection with this Project.

Signed as a deed: for and on behalf of the Participant: Dated: Position at Participant organisation:	Signed as a deed: for and on behalf of the Participant: Dated: Position at Participant organisation:
---	---

[Form 4 Conflict Of Interest Declaration]

Declaration of Conflict of Interest

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

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

- any Relevant Organisation or any person employed or engaged by or otherwise connected with a Relevant Organisation is carrying out any work for the Authorities or has carried out work for the Authorities in the last six months;
- A Relevant Organisation is providing works or services for more than one potential Bidder in respect of this procurement process.

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

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

YES / NO

--

Signed (1) + _____

Position in Organisation: _____

Signed + _____

Status _____

(for and on behalf of _____)

Date _____

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

[Appendix 12 – Instructions to Participants: WRATE Model]

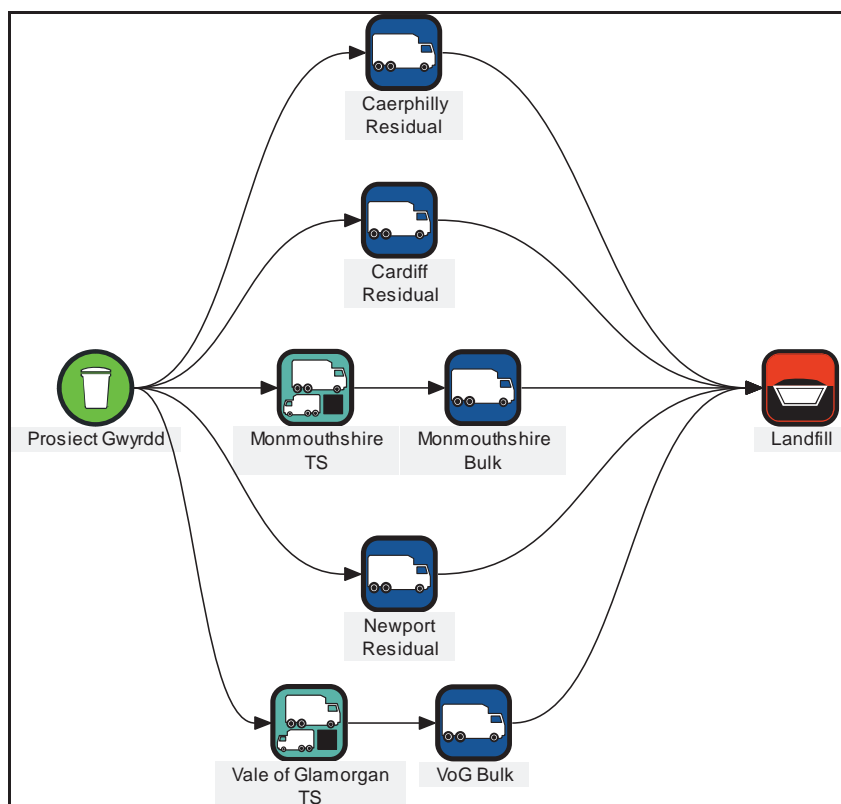
1. Introduction

This document is provided as guidance for Participants for the production and submission of the WRATE element of the ISOS stage of the Prosiect Gwyrdd Residual Waste Treatment Procurement.

A baseline scenario of the situation in the Partnership area for the Project Year 2020 has been developed in WRATE V2.0.1.4. The model has been exported from the WRATE software and is provided (as an lca file) along with these instructions on the etenderwales Data Room. Participants must provide their WRATE models in WRATE V2.0.1.4 format, submissions made in previous versions of WRATE will not be considered.

The baseline scenario represents the existing treatment of the residual waste only. Waste is assumed to arise at the locations identified in section 2.3. Figure 1 shows the baseline scenario.

Figure 1 – Baseline Scenario – All Residual Waste to Landfill.



2. Predefined Assumptions

In order that the underlying assumptions on the project year, waste tonnages and the electricity mix remain consistent Participants should duplicate the provided scenario and use this as the baseline for their Solutions. The information provided within these instructions is for the purposes of the WRATE modelling only and should not be used by Participants within their wider submission.

2.1 Project Year

The Project Year is fixed and has been selected as 2020 and should not be amended.

2.2 Electricity Mix

The electricity mix used within the WRATE model has been selected as the UK mix for the target year 2019. This is fixed and should not be amended.

2.3 Waste Tonnage

Waste tonnage information is fixed and has been entered into the WRATE model. The total tonnage of waste to be modelled within WRATE is 184,028 tonnes. Where Participants are proposing to include non contract waste then this must not be included in the WRATE model.

The tonnage is derived from the waste flow modelling undertaken for the OBC and is based on the predicted waste arising for the Project Year, 2020.

Participants are to assume that the waste arises at the locations identified in Table 2.1.

Table 2.1 – Waste Arisings

Authority	Tonnage	Location
Caerphilly	33,975	Llanbradach Waste Transfer Station (CF83 3RP)
Cardiff	77,769	Lamby Way Waste Transfer Station (CF3 2HP)
Monmouthshire	18,903	Centre of Usk (NP15 1AB)
Newport	28,280	Docks Way Waste Transfer Station

(NP20 2NS)

Vale of
Glamorgan

25,100

Centre of Barry (CF63 4RW)

2.4 Waste Composition

The waste composition used within the WRATE model is shown in Table 2.2. This composition is fixed and should not be amended.

Table 2.2 – Contract Waste Composition

Material	%
Paper and Card	7.60
Plastic Film	0.00
Dense Plastic	8.30
Textiles	6.30
Absorbent Hygiene Products	0.00
Wood	5.10
Combustibles	30.80
Non-Combustibles	8.70
Glass	2.00
Organic – Garden Waste	4.90
Organic – Kitchen Waste	12.60
Ferrous Metal	1.85
Non-Ferrous Metal	0.65
Fine Material	6.70
Waste Electrical and Electronic Equipment	3.20
Specific Hazardous Household	1.30

3. Instructions

Participants must provide a completed WRATE scenario for their main Solution and for any Variant Solutions that they wish to propose. Output from the Participant's WRATE models will be used as part of the ISOS bid evaluation process. It is the responsibility of the Participant to ensure that the data the model represents the proposed Solution and that the data is accurate.

Participants can choose to use either standard WRATE technologies that represent their Solution or, where these are not suitably representative, User Defined Processes developed within the Expert version of WRATE.

Should Participants opt to create a User Defined Process for any element of the waste management process, they must detail the amendments they have made to a standard WRATE technology using table A.4 from Annex A, as well as indicating the change in the free text section of the Allocation table within WRATE. Where completely bespoke data has been used then the background data should be supplied using table A.5 in annex A accompanied by a process mass and energy balance to allow for verification of the data. Where User Defined or Bespoke Processes have been utilised Participants should justify the assumptions underlying the amendments to the User Defined Process either through evidencing the performance of the reference facilities or through modelling the expected performance based on the emission rates and concentrations, record whether the data has been peer reviewed and details of the verification procedure provided.

Where a Participant's Solution includes CHP this should be justified with supporting information outlining the end user and their associated heat demands. Where a Participant does not include this information the Partnership reserve the right to request the CHP element is removed.

For the purpose of the WRATE modelling Participants should assume that the locations identified in section 2.3. Participants must provide transport assumptions for the transportation of waste to the facility(s) and any products arising from the treatment process. Transport assumptions should be detailed using table A.2 in Annex A.

On completion of the WRATE modelling the whole project, including any User Defined Processes, should be exported in a WRATE (.lca) file and supplied along with all supporting tables as part of the ISOS return.

Outputs from the WRATE models will be used as part of the bid evaluation process. It is the responsibility of the Participant to ensure that the models fairly and accurately represent their proposed solutions. The Partnership will review the submissions to ensure that assumptions contained within the models are reasonable and consistent with the information provided elsewhere in the bid.

4. Outputs Required

4.1 WRATE Model

The submission will include the exported WRATE model (.lca file) including any user defined processes used within the scenarios.

4.2 Supporting Information

Participants will also submit supporting information using the proforma tables provided in Appendix B. This information will include but not be limited to:

- Justification of intermediate facilities (table A.1).
- Justification for transport assumptions (table A.2).
- Justification for technology selections (table A.3).

Where participants have chosen to incorporate User Defined Processes, supporting information should also include the following information:

- Justification for the inclusion of 'User Defined Process';
- Details of the source of the data used in generating the process;
- Details of any verification process undertaken on the User Defined Process;
- Detail of the alterations from the WRATE Standard Process (table A.4); or
- Environment Agency Bespoke data table (table A.5) and Mass and Energy Balances for the process.

Author:

.....

Reviewer:

.....

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Annex A

Supplementary Information Proformas

6 Pages

Insert rows into these tables as you require.

Table A.1 – Intermediate Facilities Information

Facility	WRATE Technology	Capacity	Distribution from Facility	Justification
<i>Reference within WRATE Scenario and location (Post Code)</i>	<i>WRATE Technology Description and Number</i>	<i>Entered Capacity (Tonnes)</i>	<i>Distribution of material from facility</i>	<i>Justification for selection</i>

Table A.2 – Transport Assumptions Table

Vehicle Movement	WRATE Technology	Post Codes		A-B Mileage	Mileage Composition		
		Start	End		Rural	Urban	M'Way
<i>Reference within WRATE Scenario</i>	<i>WRATE Technology Description and Number</i>	<i>Location of start facility</i>	<i>Location of end facility</i>	<i>Entered A-B Mileage</i>	<i>Entered %</i>	<i>Entered %</i>	<i>Entered %</i>

Table A.3 – Treatment Facility Assumptions Table

Facility	WRATE Technology	Capacity	Distribution from Facility	Justification
<i>Reference within WRATE Scenario and location (Post Code)</i>	<i>WRATE Technology Description and Number</i>	<i>Entered Capacity (Tonnes)</i>	<i>Distribution of material from facility</i>	<i>Justification for selection</i>

Table A.4 – WRATE User Defined Process Technology Amendments

Facility	WRATE Standard Technology	Justification	Reason For Amending
<i>Reference within WRATE Scenario and location (Post Code)</i>	<i>WRATE Technology Description and Number upon which the UDP is based</i>	<i>Justification for selecting WRATE Standard Technology for amendment</i>	<i>Justification for amending WRATE standard Technology</i>

Alteration	Original Value	Amended Value	Data Source
<i>Allocation Table Item to be amended</i>	<i>Value within WRATE standard technology</i>	<i>Value with UDP</i>	<i>Source of the Updated Data</i>

Peer Reviewed	Date	Reviewer	Contact Details
Yes / No	Dd/mm/yyyy	Name	Address and Phone Number

Table A.5 – Bespoke Data Table

Data type	Parameter	Unit	Value	Notes
Process information:	Process name	Text		
	Company name	Text		
	Contact name	Text		
	Telephone	Number		
	E-mail Address	Text		
	Operational life span of plant	Years		
	Operational status of process	Text	Operational/in-commissioning/pilot/in design	
	Process annual capacity (annual)	t		
	Maximum process capacity (annual)	t		
MSW waste composition:	Paper and card	t		
	Plastic film	t		
	Dense plastic	t		
	Textiles	t		
	Absorbent hygiene products	t		
	Wood	t		

	Combustibles	t		
	Non-combustibles	t		
	Glass	t		
	Organic - Food waste	t		
	Organic - Garden waste	t		
	Ferrous metal	t		
	Non-ferrous metal	t		
	Fine material <10mm	t		
	Waste Electrical and Electronic Equipment	t		
	Specific Hazardous Household	t		
Non MSW waste composition:	Paper and card	t		
	Plastic film	t		
	Dense plastic	t		
	Textiles	t		
	Absorbent hygiene products	t		
	Wood	t		
	Combustibles	t		
	Non-combustibles	t		
	Glass	t		
	Organic - Food waste	t		
	Organic - Garden waste	t		
	Ferrous metal	t		
	Non-ferrous metal	t		
	Fine material <10mm	t		
	Waste Electrical and Electronic Equipment	t		
	Specific Hazardous Household	t		

Other feedstock:	Other feedstock 1 (please describe)	t		
	Other feedstock 2 (please describe)	t		
	Other feedstock 3 (please describe)	t		
Site inputs:	Electricity purchased for site	KWh		
	Heat purchased for site	KWh		
	Natural gas used as fuel	M3		
	Diesel oil as fuel	Litres		
	Other fuel 1 (please specify)	Litres		
	Other fuel 2 (please specify)	Litres		
	Mains water use	M3		
	Other water use	M3		
	Activated carbon	t		
	Urea	t		
	Ammonia	t		
	Lime	t		
	Wood for biofilter	t		
	Other pollution abatement material 1 (please describe)	t		
	Other pollution abatement material 2 (please describe)	t		
	Sodium hydroxide	t		
	Hydrochloric acid	t		
	Other water treatment chemicals 1 (please describe)	t		
	Other water treatment chemicals 2 (please describe)	t		
Materials recycling:	Non ferrous metal	t		

	Ferrous metal	t		
	Mixed glass	t		
	Plastic film	t		
	Mixed dense plastic	t		
	RDF	t		
	Autoclave fibre	t		
	Standard grade compost or digestate)	t		
	Non-standard grade compost or digestate)	t		
	Incinerator bottom ash for recycling	t		
	Other recovered material 1 (please describe)	t		
	Other recovered material 2 (please describe)	t		
Energy recovery:	Electricity sold to grid	KWh		
	Heat exported for sale	KWh		
Process wastes:	Incinerator bottom ash for Landfill disposal	t		
	APC residues	t		
	Other inert waste (please describe)	t		
	Other biodegradable waste (please describe)	t		
	Other mixed waste (please describe)	t		
Emissions to air:	Total CO2 total, of which:	kg		
	CO2 fossil	kg		
	CO2 biogenic	kg		
	Water vapour	kg		

	Total CO, of which:	kg		
	CO fossil	kg		
	CO biogenic	kg		
	SOx	kg		
	NOx	kg		
	N2O	kg		
	NH3	kg		
	HCL	kg		
	CH4	kg		
	Dioxins, Furans - ITEQ	ng		
	Cadmium	kg		
	Chromium VI	kg		
	Mercury	kg		
	Thallium	kg		
	Benzo[a]pyrene	kg		
	PCB's	kg		
	PM10	kg		
Emissions to water:	Water discharge (please specify)	M3		open water/ sewer/ ground water
	Phosphate	kg		
	Nitrogen	kg		
	NH3	kg		
	Barium	kg		
	Cadmium	kg		
	Copper	kg		
	Molybdenum	kg		

	Other emission to water 1 (please specify)	kg		
	Other emission to water 2 (please specify)	kg		