

## SCOPE OF SERVICES / SPECIFICATION

### EXPRESSIONS OF INTEREST

#### Collection and Processing of Reusable Household Furniture and Furnishings and other reusable wastes

##### Indicative invitation timetable:

|                                     |                  |
|-------------------------------------|------------------|
| Expression of Interest issued:      | 18 January 2022  |
| Return Date (by 12:00 noon):        | 11 February 2022 |
| Evaluation:                         | March 2022       |
| Agreement Start Date (target date): | 04 April 2022    |

The dates above are subject to change at the Authority's discretion.

#### 1. Background

- 1.1. Midlothian Council, herein after referred to as the 'Authority', is inviting Expressions of Interest in respect of a Service Level Agreement for the provision of reuse activities from Stobhill Recycling Centre by a suitably skilled and resourced operator, herein referred to as the 'Service Provider'.
- 1.2. No quantities can be fixed or guaranteed since the future quantity is driven by variable demand.
- 1.3. Options as to the exact method of waste collection and treatment are left with the Service Provider. The Authority is open to allowing a change of method during the course of the agreement to take account of any legislative drivers.

#### 2. Contract Period

- 2.1. The services required under this Service Level Agreement are anticipated to commence on 04 April 2022.
- 2.2. The Authority is initially seeking an initial one year arrangement.
- 2.3. The Authority will have the option to extend the agreement by two further one-year periods bringing a total possible extension period of two years. It is incumbent upon interested parties to satisfy the Authority that any proposal has capacity and licences to operate for not less than the period specified.

### **3. Scope of Services**

3.1. Midlothian Council is seeking collection partner(s) to collect and process reusable items from Stobhill Household Waste Recycling Centre, Stobhill Road, Newtongrange, EH22 4NU.

3.2. The site is open to the public seven days a week from 9:30am to 4:15pm (last entry at 4pm).

3.3. This partnership is split into the following three lots:

- Lot 1: Furniture
- Lot 2: Furnishings and other household items
- Lot 3: Other items (please specify)

Waste electrical and electronic equipment (WEEE), scrap metal, textiles, and hand tools are excluded.

3.4. Furniture, furnishings and household bric-a-brac donated by customers will be stored in a dedicated reuse cabin at Stobhill Household Waste Recycling Centre.

3.5. No additional storage capacity will be provided for items requested under Lot 3 and once items have been placed into skip container by site users, they cannot be retrieved.

3.6. Service Providers may offer for any or all of the Lots listed. Offers will be evaluated and awarded on a Lot by Lot basis. The Authority reserves the right to accept any offer in whole or in part, enter into an agreement with one Service Provider or not to accept any offer.

### **4. Service Requirements**

4.1. The Service Provider(s) must demonstrate that it is a non-profit organisation.

4.2. For resale of items, the Service Provider(s) should be Revolve (or equivalent) accredited or can evidence entry level equivalency through other means.

Zero Waste Scotland has highlighted the following as an outline entry level requirement. Organisations should evidence compliance with:

- Health & Safety Legislation
- Trading Standards (Preparation and Sale of Goods)
- Waste Legislation (licences, exemptions and registration of waste carriers)
- Insurances (Public, Employee and Vehicle)
- Governance documentation (legal, reviewed and up to date)

4.3. Service Providers will be required to:

- Collect unwanted household items from Stobhill Recycling Centre donated for reuse
- Refurbish (as required) items collected so that they are able to be re-used
- Provide refurbished items for customers to re-use

4.4. For Lot 1 and Lot 2, the Service Provider(s) will visit as a minimum once per week (or as otherwise agreed) at an agreed time that will minimise any inconvenience with public access.

4.5. For Lot 3, the Service Provider(s) will visit as a minimum once per month (or as otherwise agreed) at an agreed time that will minimise any inconvenience with public access.

4.6. For all Lots, organisations should specify the days/times that can be offered, or any alternative solution to suit the Authorities current operations.

4.7. During busy periods the Authority can request for the Service Provider(s) to visit outwith the agreed times, by providing 24 hours notice.

4.8. The vehicle, equipment and resources used by the Service Provider(s) must always be adequate for the efficient collection of items. No Authority resources will be provided.

4.9. The Service Provider(s) will provide work method statements and risk assessments prior to commencement of operation.

4.10. Appropriate PPE will be worn by representatives of the Service Provider(s) when attending sites.

4.11. Items when collected will be taken by the Service Provider(s) to the Service Provider(s) own facilities for further processing.

4.12. A weighbridge is in place at Stobhill Transfer Station located immediately below the Recycling Centre which can be utilised to weigh collection vehicles before and after the collection of items.

4.13. A Waste Transfer Note will be issued for each visit. This will record, as a minimum, the date of visit, and either a list of items collected or the weight of items removed.

## **5. Storage, Assessment, and Refurbishment or Disposal of Items Collected**

5.1. The Service Provider(s) will have premises that are adequately sized for the storage of items collected. The premises should be safe, secure and dry.

5.2. The Service Provider(s) and their facilities will have the appropriate waste management licences / permits / exemptions/registration of waste carrier certification authorised by SEPA or approved equivalent body and comply with all relevant provisions of the Environmental Protection Act 1990 and The Waste Management Licensing Regulations 1994.

- 5.3. The day to day management of the Service Provider(s) facilities shall be in the hands of a technically competent person. Facilities must be adequately staffed with appropriately trained and experienced personnel.
- 5.4. The Service Provider shall comply with all Conditions specified in their Waste Management Licence.
- 5.5. The Service Provider(s) will be responsible for refurbishing items to meet all relevant standards and legislation.
- 5.6. No provision is made for the future disposal of items collected as part of this arrangement. As such, items which are not suitable for refurbishment should not be removed from the Recycling Centre.
- 5.7. The Service Provider(s) should outline their Waste Acceptance Criteria to assist the Authority's staff in ensuring only items suitable for reuse are placed in the reuse container.
- 5.8. The Service Provider(s) will be responsible for the items that have been refurbished for reuse / resale. Any sale pricing of the items will be set by the Service Provider(s).

## **6. Management Information**

The Service Provider(s) will provide the following management reports to the Authority. Data should be emailed to [clare.neely@midlothian.gov.uk](mailto:clare.neely@midlothian.gov.uk) by the 10<sup>th</sup> of each month.

- 6.1. a report containing the type and number of items removed during the previous calendar month
- 6.2. overall weight of items removed during each uplift

Note: When the weighbridge is not used the average weight per items stipulated by the Furniture Re-use Network should be utilised. A link to this is provided below.  
<http://www.frn.org.uk/documents/FRN%202009%20Final%20average%20weights%20list.pdf>

## **7. Other Services**

- 7.1. The Service Provider(s) will work with the Authority to market and promote the service to maximise the uptake of the service by customers.
- 7.2. The Service Provider(s) will seek to identify ways to develop, improve and promote this agreement, to maximise the recovery of items for refurbishment / reuse.
- 7.3. The Service Provider(s) shall nominate an account manager who will act as a point of contact. Quarterly meetings, or as otherwise agreed, will be established to ensure operations on site work to the requirements of both the Authority and the Service Provider(s).

- 7.4. The Service Provider(s) shall provide the Supervising Officer with telephone numbers where a person in authority may be contacted during and outside the normal opening hours of the site/s for contingency purposes.
- 7.5. The Service Provider(s) must have the necessary infrastructure and policies and procedures needed to deliver its responsibilities including premises, vehicles, management systems and customer satisfaction processes.

## **8. Pricing**

- 8.1. The Authority shall not be paying the Service Provider(s) to provide this service and are not expecting any revenue from the collection partner(s) appointed.
- 8.2. The Authority will not be providing any additional financial support to the Service Provider(s) appointed for providing this service.
- 8.3. Service Providers are expected to reinvest income generated from the re-sale of goods into their own operating costs to ensure its ongoing financial viability
- 8.4. No payment will be made for items that are unsuitable for refurbishment and it will be the responsibility of the Service Provider(s) to arrange proper disposal of these items in accordance with their responsibilities under the Duty of Care Legislation.

## **9. Service Levels**

- 9.1. All of the Services provided under this agreement will be subject to inspection by the Supervising Officer at their discretion.
- 9.2. Communications from the Authority should be responded to, not merely acknowledged, within the following timescales;
- 9.2.1. Phone Calls must be returned within 2 hours, or within Normal Working Hours, whichever is sooner.
- 9.2.2. Emails must be responded to within 24 hours.
- 9.3. The Service Provider will be expected to propose a set of relevant Key Performance Indicators, which should include, but are not limited to:
- Tonnage of waste collected and reused
  - Community Benefits

## **10. Roles and Responsibilities - Service Providers Key Personnel**

- 10.1. Key Personnel shall not be released from providing the Services without the prior notification to the Authority, except by reason of long-term sickness, termination of employment and other extenuating circumstances.
- 10.2. In any situation, replacement Key Personnel shall be of equivalent or greater experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.
- 10.3. The Service Provider shall ensure that there is no adverse impact on the Services provided to the Authority caused by a change in Key Personnel.

## **11. Legislation & Change in Law**

12. The Service Provider will be obliged at all times and from time to time and at its own expense to comply with and to execute all works as are or may under or in pursuance of any Act of Parliament (including but without prejudice to the generality to the foregoing the Health and Safety at Work Etc. Act 1974, the Control of Pollution Act, 1974, the Collection and Disposal of Waste Regulations, 1988, the Environmental Protection (Duty of Care) Regulations, 1991 and the Waste Management Licensing Regulations, 1994 as amended, The Waste (Scotland) Regulations 2012) already or hereafter to be passed by directed or required to be done or executed upon in respect of the Services or the Service Provider's operations in connection with the Services and to comply with all the requirements of any Act of Parliament already or hereafter to be passed and to all notices which may be served by the public, local or statutory authority and not to do or to permit to be done in relation to the Services any act or thing whereby the Authority may become liable to pay any penalty imposed or to bear the full or part of any expenses incurred under any such Act, Instrument, Regulation, Order or Direction as aforesaid.

The Authority must comply with the requirements of Part II of the Environmental Protection Act 1990. The Specification and Schedule of Rates have been drawn up against that background. Although guidance is given, there is a particular requirement that the Service Provider should fully acquaint themselves with the requirements of the service. Service Providers may be required to make further personal presentation in this regard during the evaluation period.

### **13. Exit & Contingency Arrangements**

- 13.1.** Contingency - The Service Provider shall at all times have adequate business continuity arrangements in place for any and all risks for which they are best able to influence and mitigate. These will include service continuity as well as security and disaster recovery arrangements in order to protect the Authority's data and ensure the Authority unaffected in the event of a major incident incurred by the Service Provider.
- 13.2.** Exit Strategy - The Service Provider shall at all times maintain a suitable Exit Strategy that covers the smooth hand over of the Services to another operator.

### **14. Community Benefits**

The Scottish Government's purpose is to focus government and public services on creating a more successful country, with opportunities for all of Scotland to flourish through increasing sustainable economic growth. This is encouraged through the tendering process by the inclusion, and delivery, of what is referred to as Community Benefits. In line with the Authorities' Procurement Strategy, Community Benefits as a minimum will include;

- Creation of apprenticeships
- Work Experience for S4 – S6 pupils
- Targeted training
- Main Service Providers advertising sub-contract opportunities to local businesses

The Service Provider(s) is expected to propose within their response, various initiatives or activities that contribute to the above as well as a means of tracking and reporting this progress to the Authority. Failure to deliver against these will be considered as part of the overall decision to extend the agreement.