



My Ref: FOI5945
Enquiries to: Information Requests
E-Mail: informationrequests@barnsley.gov.uk

Dear Requester,

Re: Request for Information – Freedom of Information Act 2000

I wish to confirm that the council has completed its search for the information which you requested.

The information requested and our findings are as follows: -

Under the Freedom of Information Act, I would like to request the following information regarding paper and cardboard recycling in your borough:

• What are the contractual performance KPI's for this contract?

The contract does not include contractual Key Performance Indicators (KPIs). Instead, it contains a set of contractual performance standards (shown below), which define the service expectations and requirements placed on the contractor.

Performance Standard
It shall be essential for the Contractor to show that any locations receiving Contract Waste for treatment have the Necessary Consents (relevant Environmental Permit or Waste Management Licence, other licences, planning permissions etc.) and full Duty of Care inspections have taken place for the Contractor and any Sub-Contractors and have been notified in writing in advance to the Authorised Officer. Failure to do so shall be addressed as a Default of Performance Standards in accordance with Schedule 12 (Performance Standards).
All Contract Waste should remain contained within Contractor (or Sub-Contractor) vehicles during transport in compliance with prevailing Laws and Good Industry Practice. Failure to do so shall be addressed as a Default of Performance Standards in accordance with Schedule 12 (Performance Standards).
Failure to report data monthly which is required for the Council's quarterly EPR Payment returns (after a one (1) week rectification period after Council notification of Default) shall be addressed as a Default of Performance Standards in accordance with Schedule 12 (Performance Standards).
Each complaint (as is reasonably established) from Authorised Vehicle crews concerning the operation and timely management of the Primary Delivery Point (or Contingency Delivery Point) facilities including transport management issues and any failure to achieve a thirty (30) minute turnaround time measured between weighbridge in and weighbridge out for the Authorised Vehicles shall be addressed as a Default of Performance Standards in accordance with Schedule 12 (Performance Standards).

Each failure to receive deliveries of Contract Waste from Authorised Vehicles at the Primary Delivery Point (or Contingency Delivery Point) during the Normal Working Hours shall be addressed as a Default of Performance Standards in accordance with Schedule 12 (Performance Standards). Default of this Performance Standard will not apply where four (4) weeks' notice of pre-planned closure has been provided for Primary Delivery Point or where non-Contract Waste loads are rejected by the Contractor.
Each failure to provide four (4) weeks' notice of pre-planned shut-down of the Contractor's Primary Delivery Point shall be addressed as a Default of Performance Standards in accordance with Schedule 12 (Performance Standards). Default will not apply where a suitable Contingency Delivery Point is agreed at least two (2) working days in advance by the Authorised Officer.
Failure to ensure that an Authorised Vehicle delivering Contract Waste under this Contract is weighed on a weighbridge upon both arrival and departure shall be addressed as a Default of Performance Standards in accordance with Schedule 12 (Performance Standards). Default will not apply in the event of a weighbridge malfunction that prevents weighing provided that the Authorised Officer is informed within one (1) hour of the weighbridge malfunction.
Failure to submit monthly monitoring data (as required by the Council's monthly contract management meeting template as agreed with the Contractor during mobilisation) within five (5) working days of end of a calendar month shall be addressed as a Default of Performance Standards in accordance with Schedule 12 (Performance Standards).
Failure by the Contractor to meet or exceed its social value commitments (as monitored by the Council) shall be addressed as a Default of Performance Standards in accordance with Schedule 12 (Performance Standards) and shall be classed as the Council's sole financial remedy. Failure by the Contractor shall be addressed as a Default of Performance Standards in accordance with Schedule 12 (Performance Standards).
Throughout the Term, the Contractor shall supply to the Council such information relating to delivery of the Contractor's social value commitments as is set out in section 22 of Schedule 3 (Specification) at the times and frequencies set out therein. Failure by the Contractor shall be addressed as a Default of Performance Standards in accordance with Schedule 12 (Performance Standards).

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In order to assist the Council to supply good quality Contract Waste to the Contractor, the Council shall require strategic assistance from the Contractor on an quarterly basis (at no extra cost to the Council) with the development of educational materials. Notwithstanding the Contractor's social value commitments in the Contractor's Tender as contemplated by section 22 below, this will involve input by the Contractor into the Council's leaflet and social media communications (including with schools) designed for awareness raising and community engagement proposals, with the aim of reducing the level of Non-Recyclable Materials and improving the quality of Contract Waste deposited by the residents and/or Commercial Waste customers of the Council together with training for Council officers and Staff. Failure by the Contractor shall be addressed as a Default of Performance Standards in accordance with Schedule 12 (Performance Standards).

In the event of an emergency or unavailability of the Primary Delivery Point (or any Contingency Delivery Point), failure to implement Contingency Plan arrangements shall be addressed as a Default of Performance Standards in accordance with Schedule 12 (Performance Standards).

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

The successful and unsuccessful bidders information is confidential.

- **Who is the current supplier?**

HW Martin Waste Ltd, Unit 1 Parkside Lane, Parkside Industrial Estate, Leeds, LS11 5TD

HW Martin Waste Ltd, Clover Nook Road, Clover Nook Industrial Estate, Alfreton, Derbyshire, DE55 4RF

- **Actual spend on this contract/framework (and any sub lots), from the start of the contract to the current date?**

2024/25 expenditure = £9,649.42

2025/26 expenditure = £54,170.83

- **Are there any processing facilities or MRFs utilised within the contract if so what the names and addresses?**

SAICANatur, Manchester Road, Carrington, Manchester, M31 4QN

- **How is your fibre processed (baled or loose)? Baled**

- **Where is the end destination of the fibre?**

SAICANatur, Manchester Road, Carrington, Manchester, M31 4QN where it is recycled on site to create new cardboard

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• **What is your current collection method (dual stream, single source, kerbside sort or comingled)?** The Paper and Cardboard kerbside collection is co-mingled.

• **What tonnage per year do you produce by fibre grade?**

We do not hold this information by fibre grade.

• **Start date & duration of framework/contract?**

Kerbside Paper and Cardboard is a 3 year contract commencement date was 17th February 2025.

• **Could you please provide a copy of the service/product specification given to all bidders for when this contract was last advertised?**

Please see attached Specification.

• **Is there an extension clause in the framework(s)/contract(s) and, if so, the duration of the extension?**

Kerbside Paper and Cardboard is a 3 year contract with a possible 2 year extension.

• **Has a decision been made yet on whether the framework(s)/contract(s) are being either extended or renewed?** No

• **Who is the senior officer (outside of procurement) responsible for this contract?**

Victoria Chappell (Business Development Manager)

• **Are there any plans to change the existing service?** No there are no plans to change the existing service.

If you have any queries about this letter, please contact Information Requests Via email.

Please remember to quote the reference number above in any future communications.

If you are unhappy with the way the Directorate has handled your request, you may ask for an internal review. Please clearly mark your correspondence 'Complaint' and address it to:

Barnsley MBC
Information Requests Team
PO Box 634
Barnsley
S70 9GG
email: informationrequests@barnsley.gov.uk

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If you are not content with the outcome of the internal review, you have the right to apply directly to the Information Commissioner for a decision. The Information Commissioner can be contacted at: -

Customer Services Team
Information Commissioner's Office
Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF

Email: <http://www.ico.org.uk/foicomplaints>

Kind regards,

Information Requests Team, Barnsley MBC

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