

MARLOW TOWN COUNCIL Court Garden, Pound Lane, Marlow, Buckinghamshire, SL7 2EQ Telephone: 01628 484024 Fax: 01628 481146 Email: <u>anniejones@marlow-tc.gov.uk</u> Town Clerk: Mrs Annie Jones

MARLOWTOWNCOUNCIL

TENDER FOR:

Grounds Maintenance Contract 1st April 2016- 31st March 2019

TENDER SUBMISSION DEADLINE:

Monday 5th October 2015

Timescales relating to this Tender are:

Issue of tender document and advertising Closing date for receipt of Expression of Interest Closing date for questions relating to Tender Closing date for receipt of Tender Selection ratified at Town Council Meeting Tender award date Contract start date Tues 1st September 2015 Mon 14th September 2015 Mon 28th September 2015 Mon 5th October 2015 Tues 10th November 2015 Fri 13th November 2015 Fri 1st April 2016

1. INTRODUCTION

a) Marlow Town Council is responsible for several green spaces in the Town, and Wycombe District Council will soon be devolving the responsibility of ground maintenance of several more.

b) For these areas and existing responsibilities, the Town Council is seeking tenders for the following (full details are included in **Section 4**):

i) Grass cutting and strimming

ii) Trimming, weeding and pruning of shrubs and trees

iii) Litter picking

iv) Removal of tree suckers

v) Bench inspections and reports

vi) Annual bedding

vii) Tree surveys

c) The contract will be for a three year period commencing on 1st April 2016 and finishing on 31st March 2019. The Contract will be subject to an annual review between the Town Clerk and the Contractor; the contract value may be adjusted, but by no more than the RPI.

d) An Expression of Interest (**Appendix A**) must be submitted according to the instructions therein by noon on Monday 14th September 2015. Failure to do so will exclude any applicants from the tender process.

e) Due to the confidential nature of works, any Contractor submitting a tender shall treat the details of these documents as private and confidential.

f) Any questions relating to this tender must be raised in writing no later than Monday 28th September 2015. Questions should be addressed to the Town Clerk: Mrs A Jones preferably by email: <u>anniejones@marlow-tc.gov.uk</u> or by letter to Marlow Town Council, Court Garden, Pound Lane, Marlow, Buckinghamshire, SL7 2AG. Any questions raised and the answers returned will be distributed to all companies that submit and Expression of Interest.

g) Any Contractor who canvasses any Member or Officer of the Council, directly or indirectly, relating to the award of this contract will be disqualified.

h) If the Contractor:

i) Fixes or adjusts the amount of tender by arrangement with any other persons; or

ii) Communicates to any person other than the Council the amount of the tender (unless disclosure is made for insurance purposes, for example); or

iii) Agrees with any other person that they will agree not to tender or as to the amount of any other tender to be submitted: or

iv) Offers or pays any sum of money to any person to induce such a person to accept the tender

then the Contractor shall be disqualified from tendering and may be subject to civil and criminal liability. **i)** All tender submissions must be received by the Town Clerk by 12 noon on Monday 5th October 2015 in the envelope provided. To be opened after 1pm on that 5th October 2015 by the Town Clerk in the presence of one Town Councillor. Any tenders received after this time, incomplete or without first sending an Expression of Interest will not be considered.

j) As part of the evaluation process, the Council will consider the following principal factors:

i) Compliance with specified tender documentation;

ii) Tender submission including rates and prices;

iii) References.

k) The Town Council is not bound to accept any tender, but every effort will be made to reach a decision on the award of contracts by Friday 13th November 2015.

2. SUBMITTING TENDER (INSTRUCTIONS)

a) You should only complete the Tender after reading and fully understanding the tender document. Where necessary, any additional information must be obtained at the expense of the tenderer in preparation of their submission.

b) If you have any doubt at all on how to complete the tender please contact the Town Clerk, Annie Jones on 01628 484024 or by email at <u>anniejones@marlow-tc.gov.uk</u>.

c) Please note that once the tender has been submitted, you will not have the opportunity to alter its contents. Once a Tender has been awarded no allowance can be made for any errors, omissions or misjudgements by the Contractor in Tendering.

d) All tenders submitted must be in accordance with the specification provided (Section 4). Tender forms (Section 3) must be complete and signed.

e) Tenders must be accompanied by:

i) A summary of how the service would be provided (a methodology). The Council will reserve the right to confidentially discuss these statements with the Contractor.

ii) All relevant documentation that demonstrates compliance with current Health and Safety Legislation as detailed in **Section 3**.

iii) Rates and Prices; exclusive of VAT including all travelling time and expenses (no additional payment will be made in respect of any changes in the cost to the contractor of labour, materials and plant employed in carrying out the work) in **Appendix B**

iv) Documents listed on page 7, where applicable.

f) Tender forms must be submitted in the sealed envelope provided, clearly marked "Confidential" labelled "Tender for Grounds Maintenance", addressed to Annie Jones, Town Clerk.

g) The deadline for all tenders is noon on Monday 5th October 2015. Any tenders received after this time will not be considered. All tenders will be opened at 1pm on the same day in the presence of a Town Council Member, and not before.

3. THE TENDER

To: MARLOW TOWN COUNCIL Court Garden, Pound Lane, Marlow, Buckinghamshire, SL7 2EQ Telephone: 01628 484024 Fax: 01628 481146 Email: anniejones@marlow-tc.gov.uk Town Clerk: Mrs Annie Jones

a) I/We tender to carry out the work and/or provide the services/goods or materials referred to in the contract specification (**Section 4**) in accordance with the details set out overleaf. I/We agree that this tender together with the Council's written acceptance will constitute a contract between us.

b) We certify that this is a bona fide tender and the I/we have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person. I/We also certify that I/we have not done and I/we agree not to do at any time before the tender closing date any of the following:

i) Communicate to a person the amount or approximate amount of the proposed tender except where the disclosure is in confidence of the approximate amount of the tender was necessary to obtain insurance premium quotations required in connection with the preparation of the tender
ii) Enter in to any arrangement or agreement with any other person(s) that they should refrain from tendering or as to the amount of any tender submitted
iii) Offer to pay any sum of money or gift to any person for doing so any of the acts in i) or ii).

c) Organisation Identity: (Block Capitals Only)

Name of Company	
Contact Name	
Registered Address	
Telephone No(s)	
Email	

	Primary Address
•	
((From which the services will be provided, if different from above)

d) Please indicate below the principal business activity of your organisation and main geographical area (You may attach a separate sheet headed ''**Section 3 d) i)**"

e) Legal Information:

i) What is the status of your organisation? (eg, sole trader, limited liability partnership, public limited company, private limited company, charity etc)

.....

ii) Date of formation of organisation:

iii) VAT Registration Number (indicate if not applicable)

iv) Are there any court actions and/or industrial tribunal hearings outstanding against your organisation?YES / NO

If "YES" provide details on a separate sheet headed "Section 3 e) iv)"

v) Has your organisation been involved in any court action and/or industrial

tribunals over the last three years? YES / NO

If "YES" provide details on a separate sheet headed "Section 3 e) v)"

vi) Please give the names and responsibilities of any Directors/Partners of your organisation (indicate if not applicable)

NAME	TITLE/ROLE	CONTACT

f) Tenderers will be required to remove from sites all waste materials including, but not limited to: grass, wood, bark, paper, metals, plastics, glass. Tenderers should indicate how they separate and dispose of the materials described in this clause. (If continuing on a separate sheet use the heading "**Section 3 f)**" or if already outlined in summary of work, please reference below.

 g) All Contractors undertaking works under this tender must satisfy Marlow Town Council of their competency regarding Health and Safety:

i) Please enclose a copy of your organisation's Health and Safety Policy which should include details of how compliance is measured. Please title this "Section 3 g) i)"

ii) Please enclose Risk Assessments for all processes of work that will be undertaken as part of this tender. Please title this "Section 3 g) ii)"

h) References:

Please complete details below for at least three references for current or recent contracts/provision of services (if you continue on a separate sheet use the header "**Section 3 h)**". The Parish Council may contact these referees as part of the evaluation immediately following receipt of tender and our permission to do so will be assumed:

REFERENCE 1

Contact Name	-
Telephone No(s)	-
Email	
Address	
Brief Description of Contract	

REFERENCE 2

ontact Name	
elephone No(s)	
mail	
ddress	
rief Description of Contract	

REFERENCE 3

Contact Name
elephone No(s)
mail
ddress
Brief Description of Contract

i) Please provide details of your organisation's insurance protection in relation to employer's liability, public liability and professional indemnity:

POLICY	INSURER	VALUE (£)
Employers Liability		
Public Liability		
Professional Liability		

Please enclose copies of the relevant certificates

j) Additional Information. On a separate sheet headed "Section 3 j)"

i) Please describe your organisation's previous experience of providing similar services to those under this tender.

ii) Indicate your maximum response time for non-routine works, Monday to Friday and Weekends between 0800 and 1800.

iii) Any additional information you feel is relevant

k) Commercial Information:

i) Pricing Instructions

a) The scope of work is outlined in **Section 4** of this document. You are required to review this and respond with appropriate costs, in a separate sheet titled **Appendix B**.

b) Prices indicated in **Appendix B** would apply for one year with the potential to extend for a further year subject to appropriate inflation uplift.

c) All work schedules are to be agreed with the council except for emergency action with a value of less than £250 as indicated in the **Section 4**.

ii) Payment Terms

a) The Council will only make payment against itemised supplier invoices

b) Payments will be made by 36 equal monthly payments unless an alternative schedule is agreed;

c) Payments are made electronically through Standing Orders

d) Invoices need to be received by the Town Clerk by the first Friday of every month to ensure payment; Invoices received any later will not be paid until the following month

e) Invoices received for work that has not been authorised by the Council (other than for emergency action) will be rejected

f) If the supplier is declared bankrupt, is liquidated or placed into administration, the contract will immediately become nul and void
g) If the supplier is found guilty of committing fraudulent acts (whether or not associated with this contract), the Council will have the right to terminate the contract without prior notice. **iii)** A site visit may be arranged prior to the tender closure date. If a formal site visit is not arranged, tenderers are expected to make their own site visits. Tenderers are required to satisfy themselves that they have sufficient information to prepare a detailed, fixed price offer. Any errors made due to failure to obtain any information will be the responsibility of the tenderer.

Signed	
Print	
Date	

Enclosure Check List

Please check that you have enclosed the following details with your completed questionnaire, ensuring that they are clearly titled and referenced the related section.

- Summary of Works (Methodology)
- Section 3 d) i) where applicable
- Section 3 e) iv) where applicable
- Section 3 e) v) where applicable
- Section 3 f) where applicable
- Section 3 g) i)

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- Section 3 g) ii)
- Section 3 h) where applicable
- Copies of Insurance Certificates
- Section 3 j)
- Appendix B Pricing Schedule

4. SPECIFICATION

a) Grass Cutting Low Profile Areas (coloured red in site plan(s)

i) The Contractor is required to keep all low profile areas cut between 20mm-50mm at all times, with an anticipated 12 cuts per annum. This number is subject to change, and will be agreed with the Town Clerk at the start of the contract.

ii) Prior to grass cutting, all litter will be removed to prevent injury to persons or damage to property. Litter includes paper, tins, bottles, dog waste, fallen twigs and branches as well as any stones with more than a 30mm diameter.

iii) Mowing shall take place on the full area of grass, up to the boundary and around obstacles, trees etc.

iv) Where the use of mowing equipment is not appropriate or feasible, areas should be trimmed.

v) Low Profile Grass cutting areas will be cut and drop. The contractor will clear all grass clippings arising from mowing operations from hard surfaces, paths, paved areas and any other horticultural features.

vi) Any damage caused to property (ie. Vehicles, benches) during grass cutting will be reported to the Town Clerk, and where possible, the owner. Any costs arising for repairs will be covered by the Contractor, as per their company regulations.

vii) During extremely wet conditions where damage to the surface is likely to occur, grass cutting will stop and the Contractor must notify the Town Clerk.

viii) Any areas that have not been maintained in accordance with this specification and must be re-cut will be done so at the cost of the Contractor.

ix) Where bulbs are present, grass cutting to the required maintenance specification shall be postponed only to commence at least six weeks after flowering or as approved by an Authorising Officer. The area affected shall only be part of each area where the bulbs are present together with an apron of 300mm around the edge of the bulb area to reduce the risk of accidental damage to the bulbs. The arising from the grass planted or naturalized with bulbs shall be racked off or otherwise collected by the operator and taken off site and disposed of at a composting facility.

x) No grass feed shall be applied without the permission from the Town Clerk.

b) Grass Cutting High Profile Areas (coloured green on site map(s))

i) The Contractor is required to keep all high profile areas cut between 20mm-50mm at all times, with an anticipated 24 cuts per annum. This number is subject to change, and will be agreed with the Town Clerk at the start of the contract. ii) The same criteria outlined in a) ii) through x) will apply to these areas also.

c) Shrub Beds:

i) The Contractor is required to cultivate beds by use of a border fork during the winter months at which time all weeds and perennial weed root systems shall be cleared from the beds. Shrub beds will have a cover of approved ornamental bark mulch 20 – 50mm size range and to a depth of 75mm across the entire bed, being laid on a yearly basis.

ii) Cultivation shall be to a minimum depth of 35mm and to a maximum depth of 150mm, damage to the base and roots of cultivated plants must be avoided. The Contractor will be responsible for the replacement of shrubs damaged or killed by negligent maintenance. Replacements will be at the Contractor's expense and only with the permission of the Town Clerk.

iii) The Contractor is required to prune species to R.H.S. principles and practices to achieve maximum ornamental value on one occasion per annum as appropriate, to shrub type growing in each bed. Renovation work will require a drastic cutback of the overgrown shrubs to have an effective regeneration of new growth to such shrubs.

iv) The contractor will ensure that at all times shrubs shall be pruned clear of sightlines, access ways windows, vents, signs, highways and footpaths.

d) Litter Picking:

i) The contractor is required to carry out a routine litter pick before commencing any grass cutting operation.

ii) In high profile areas litter picking will be carried out on a weekly basis and all waste will be disposed of by the contractor at a suitable site.

iii) For the purpose of this specification, litter be classed as debris, dog faeces, accident debris, cans, cartons, paper, boxes, timber, metals, plastics, glass, tins, fallen branches and dead animals (removed and disposed of in an appropriate manner).

e) The Contractor is required, as part of his normal operations, to remove any and all unauthorised major deposits of litter, refuse, builder's rubble etc.

f) The Contractor is required to undertake general maintenance of all trees within the areas on a three yearly cycle with one third of the trees to be pruned per year.

i) All pruning must be carried out between 1st December and the 31st January and will be appropriate to the size and type of tree; to include:

a) Removal of low lying branches likely to cause an obstruction or interference to pedestrians, cyclists or impede mowing operations.

b) Removal of dead, diseased or damaged branches.

c) Removal of epicormic growth from the tree and especially from the base of the tree.

d) Ivy should be removed as much as possible from the tree and especially from the base.

ii) Where new trees are planted, all ties and stakes shall be maintained to provide the require support until the tree has established, all redundant stakes and ties shall be removed when no longer required.

iii) The Contractor is required to undertake tree surveying and re-surveying ad hoc, providing copies of inspection sheets digitally and by hand/mail.

iv) Assessment of the condition and safety of Council trees are essential. Remedial works are to be entered on inspection sheets as actions when required; Work is to be undertaken within the timescale of the tree survey.

v) All trees are to be surveyed within three years of contract commencement or before, subject to any previous tree surveys. Re-surveys will be on a three year cycle thereafter, subject to the condition of individual trees.

g) Bench Inspections, Reports and Treatment.

i) The Contractor is required to carry out inspections of benches and their bases on a weekly basis; submitting reports to the Town Clerk.

ii) If the Contractor identifies any issues during their inspection they must contact the Town Clerk to agree what action can be taken. If immediate action cannot be taken to resolve the issue, the bench must be secured using hazard tape and identified as unsafe for use (to remain in place until the problem is resolved); photographs to be taken as supporting evidence.

iii) A wood treatment and metal paint fit for purpose and approved by the Town Clerk shall be applied to all wooden seats and benches on an annual basis. Plaques must be protected from stain and damage during this process; any staining or damage will be removed/repaired at the cost of the Contractor

h) The contractor is required to remove all weeds, plants and bulbs before replanting flower beds and planters with seasonal bedding in autumn and spring.

i) The Contractor is required to service seven waste bins at two locations on a daily basis throughout the year; increased to twice a day between and including April and September due to seasonal demand. The contractor will dispose of all waste in the appropriate manner.

j) The Contractor is required to clear leaves from all paths, hard surfaces, shrub and flower beds, grass areas, hedge bases, pathways and boundary fence lines and all other areas within the boundary marked on the contract maps.

i) All leaf clearance duties shall be undertaken by the contractor. The Contractor will not carry out leaf clearance operations under adverse weather conditions such as high winds, snow, ice or other weather conditions.

ii) All drain culverts, drain covers and other water outlets and/or drainage systems will be kept clear of leaves on each maintenance visit.

iii) Collections shall be removed from site on the same day and disposed of at a composting facility.

k) The Contractor is required to cut back the current growth of hedges to the same height, width and general shape as the last cut, but shall not exceed the height specified unless instructed by the Town Clerk.

i) All hedges shall be cut both sides and top except hedges that abut private land which shall be cut on one side and top.

ii) The Contractor shall remove all suckers, self-set trees or shrubs, brambles and ivy which are not part of the hedge, to ground level and treat with stump killer on instruction from the Town Clerk.

iii) The Contractor shall leave grass edges adjacent to hedges neat, vertical, tidy and weed free at the time of cutting. The Contractor shall ensure sight lines remain unobstructed including encroachment onto pathways, windows and handrails.

iv) The Contractor shall ensure that at the bases are weed free after each visit to hedges.

v) No severe hedge cutting will be undertaken from mid- March to the end of August; as this is the bird nesting season. Exceptions may be made if there are Health and Safety issues which take priority; to be agreed with the Town Clerk.

I) Damage to property

i) The Contractor is required to protect buildings, fences, gates, walls, landform, vegetation and other site features that are to remain in position during the performance of the Service.

ii) Any damage caused due to the Contractor's negligence will be reported immediately to the Town Clerk, and will be reinstated at the Contractor's expense.

iii) Any item found to be in a dangerous condition shall be immediately made safe or removed to a store provided by the Contractor as soon as the defect is noticed.

m) The Contractor is obliged to maintain rights of way, clearing obstructions (including weed control on footpaths); tree, shrub, flower bed and other horticultural items (ie. weeding, grass and hedge cutting); and prevent encroachment onto site.





SITE NAME	MAINTENANCE	OCCASSIONS PER YEAR
Comphall Pood	Grass Cutting	14
Campbell Road (Collected)	Strimming Edges	14
(Collected)	Litter Picking	14





SITE NAME	MAINTENANCE	OCCASSIONS PER YEAR
	Grass Cutting	14
Oak Tree Road	Strimming Edges	14
(Collected)	Shrub Pruning	1-2
	Litter Picking	14



SITE NAME	MAINTENANCE	OCCASSIONS PER YEAR
Soumour Dark	Grass Cutting	14
Seymour Park	Strimming Edges	14
(Cut + Drop)	Litter Picking	14







SITE NAME	MAINTENANCE	OCCASSIONS PER YEAR
Riverpark Drive	Verge + Open Space	12
(Cut + Drop)	Litter Picking	12



SITE NAME	MAINTENANCE	OCCASSIONS PER YEAR
The Chase/	Grass Verge + Open Space	12
The Croft	Litter Picking	12
	Shrub Bed Weeding	12
(Cut + Drop)	Shrub Bed Pruning	3

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SITE NAME	MAINTENANCE	OCCASSIONS PER YEAR
Willowmead Square	Verge + Open Space	12
(Cut + Drop)	Litter Picking	12



SITE NAME	MAINTENANCE	OCCASSIONS PER YEAR
Ridgeway Close	Verge + Open Space	12
(Cut + Drop)	Litter Picking	12









SITE NAME	MAINTENANCE	OCCASSIONS PER YEAR
Conniston/	Verge + Open Space	12
Terrington Close	Litter Picking	12
(Cut + Drop)	Remove Tree Sucker	2



SITE NAME	MAINTENANCE	OCCASSIONS PER YEAR
	Grass Ornamental Litter Picking	29 29
Liston Court	Shrub Bed Weeding	12 3
(Collected)	Shrub Bed Pruning Bench Inspection	29
	Remove Tree Sucker	2
	Annual Bedding	2
Pool Cal P	ait	Liston House
	28	

SITE NAME	MAINTENANCE	OCCASSIONS PER YEAR
	Grass Ornamental	29
	Litter Picking	29
May Balfour	Shrub Bed Weeding	12
Gardens	Shrub Bed Pruning	3
(Collected)	Bench Inspection	29
	Remove Tree Sucker	2
	Annual Bedding	2





APPENDIX A- EXPRESSION OF INTEREST FORM

To: MARLOW TOWN COUNCIL Court Garden, Pound Lane, Marlow, Buckinghamshire, SL7 2EQ Telephone: 01628 484024 Fax: 01628 481146 Email: anniejones@marlow-tc.gov.uk Town Clerk: Mrs Annie Jones

Please Note: THIS FORM MUST BE RECEIVED BY NOON ON MONDAY 14TH SEPTEMBER 2015- FAILURE WILL RESULT IN EXCLUSION FROM THE TENDERING PROCESS.

Date:

Company Name:

Contact Name:

We confirm our interest in tendering for the grounds maintenance contract as detailed in **Section 1** in the tender document. Any further information in respect of this tender, including answers to questions raised by any tendering organisation should be addressed to the following:

ame:
ddress:
elephone No(s):
mail:
igned:

APPENDIX C- THE AGREEMENT

NB: The Form of Agreement is provided for information purposes only. Please do not complete this form at the tender stage. The successful Contractor only will be required to sign an agreement with the Council in this form.

Date:

THE COUNCIL

Marlow Town Council, Court Garden, Pound Lane, Marlow, Buckinghamsire, SL7 2AG.

THE CONTRACTOR

.....

.....

BACKGROUND

a) Marlow Town Council has formally invited tenders for Grounds Maintenance.

b) The Contractor has submitted a tender which has been accepted by the Council for the service

THE AGREEMENT

a) The following documents are incorporated into this Agreement:

i) Tender accepted by the Council (including all documents referred to therein)ii) The Specification

iii) The Contract Conditions

b) The documents in a) are termed "The Contract Documents"

c) In consideration of the amounts to be paid and in accordance with the Contract Documents, the Contractor agrees with the Council to provide the Ground Maintenance to the Council's satisfaction.

SIGNED______On behalf of Marlow Town Council

SIGNED	
PRINT	On behalf of "The Contractor"