

ROSS-ON-WYE TOWN COUNCIL

Parish Lengthsman Contract (5 years)

1st April 2025 – 31st March 2030

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Note: This tender document is to be completed in full and returned in total as the tender offer

Invitation to Tender

1) Background

- a) Ross-on-Wye Town Council is located in the south of the county of Herefordshire.
- b) It is the Council's aim to improve the quality of life for all those who live in, work in or visit the town. This will be done by enhancing the environment, supporting artistic and cultural events, and encouraging tourism to help to sustain a vibrant market town. By-listening to residents, the Council aims to deliver services fairly and efficiently, whilst making wise use of natural and financial resources.
- c) Tenderers should be aware that, particularly in view of the financial pressures currently being faced by Central and Local Government, the Town Council places considerable importance on the financial aspects of this Contract. There is an expectation within the Council that significant savings will be achieved through a competitive tendering process.
- d) This Invitation to Tender sets out how your organisation can tender for the provision of a Lengthsman Service to the Council.

2) Outline Requirement

- a) This Service includes highway gully emptying and servicing as specified in the Appendix C entitled Schedule of Works.
- b) The contract duration will be for an initial Term of 5 years starting on the 1st April 2025.
- c) The Contractor shall provide a comprehensive Lengthsman Service recognising the Council's aims in maintaining the visual and environmental wellbeing of the area. The Contractor shall ensure that the highest standards of service delivery are provided.
- d) The Council will appoint an Authorised Officer (the Operations Manager) for the purpose of management of this Contract. The Council reserves the right to change the Authorised Officer at any time. The Authorised Officer may delegate duties to the Amenities Supervisor. For the avoidance of doubt, and in the interests of lawfulness, no individual member (Councillor) is authorised to instruct the Contractor in relation to this Contract.
- e) The Contractor shall be expected to have visited all parts of the town and to have familiarised itself with the nature of the various areas of the town to which this Contract applies. In doing so they shall be deemed to have made an assessment of any problems likely to be encountered in accessing all land, e.g. due to parked cars or other obstructions such as gates and bollards etc. No payments will be made in respect of additional cost incurred by the Contractor in dealing with any obstruction or access problems.
- f) The Contractor shall continually seek to enhance the performance of the Service within what continues to be challenging financial circumstances through the concept of continuous improvement. This necessitates positive interaction and in particular joint working with the Council and its other partners and stakeholders.
- g) All work detailed in this Specification shall be deemed to be included in the fixed Contract Price for Programmed Work unless specific reference is made.

3) Project Schedule

- a) The following is the proposed timetable for the procurement and implementation of the Service which may be subject to alteration.

Issue Invitation to Tender	4 th November 2024
Contractor Visits	November/December
Receive Response from Tenderers	10th January 2025 MIDDAY
Interviews for shortlisted tenderers	End January 2025
Contract Award	Mid-February 2025
Contract Start Date	1 st April 2025

4) Instructions to Tenderers

- a) If you intend to tender for the provision of the Lengthsman service to the Council, please read the following instructions carefully and prepare your tender accordingly.
- b) The Council will not be responsible for any costs or expenses you incur in preparing or delivering, or in the evaluation of the tender, nor with any costs or expenses incurred with the formation of a contract should you be successful.
- c) You are deemed to have obtained at your own expense, all information necessary for the preparation of your tender.
- d) Prior to the date for return of tenders, the Council may clarify, amend or add to the documentation. A copy of each such instruction will be issued by the Council to every contractor and shall form part of the tender documentation. No amendment shall be made to the tender documentation unless it is the subject of such an instruction. You should promptly acknowledge receipt of such instructions. If the tenderer alters or seeks to alter the tender documents, other than as noted before, his tender may be rejected.
- e) As soon as practical after receipt of any request for clarification, the Council will respond in writing to all tenderers except where the clarification has been identified by the tenderer, and subsequently agreed by the Council, as being commercially sensitive. The Council will not be bound to respond to any request for clarification of the Invitation to Tender which is received later than the deadline.
- f) Only clarifications made in writing by the Council will form part of the Invitation to Tender documents.
- g) All questions submitted to the Council in writing and answers, will be logged, summarised and promptly issued to all tenderers.
- h) All information contained in the invitation to tender shall be treated as confidential except insofar as is necessary to be disclosed for the purposes of obtaining quotations essential for the preparation of your tender.

5) Tender Response

- a) Please submit a paper or electronic copy of your Tender
- b) Your tender must include:
 - The completed schedule of prices for the work set out in the Schedule (Appendix E)
 - Explanations / additional comments that you feel are pertinent to your submission
 - Background history of your company, along with details of work undertaken for Local Councils
 - Details of the organisational structure of your company, contact details and names
 - A copy of your insurance policy – this must cover at least the start of the period of the tender
 - A copy of your Health & Safety policy and a sample of risk assessments relating to work carried out under this Contract
 - A copy of your waste carrier registration document or other appropriate licenses
 - Two business references for work that is either currently being undertaken or has taken place within the past year
 - Any brochures or website details of your company
 - The completion of the Health and Safety Assessment Questionnaire and submission of relevant covering documentation
 - A copy of certificates for qualifications covering a cross section of management and operational staff
- c) PLEASE NOTE THAT IF THE ABOVE ITEMS ARE NOT INCLUDED IN YOUR SUBMISSION, THE COUNCIL RESERVES THE RIGHT TO REMOVE YOUR COMPANY FROM THE SELECTION PROCESS.

- d) Where any external reference material, such as brochures, specifications and system descriptions, is used to support your tender, any statements within the reference material which may allow change to obligations or reduce liability, such as "specifications subject to change without notice", or other disclaimers will be regarded as void and shall not form part of the contract in the event that the tender is accepted.
- e) Where a particular section of the tender response relates to information given in another section or in external reference material, then you must ensure that the response is clearly cross-referenced.
- f) All pricing should be stated exclusive of VAT.
- g) A price shall be inserted against each item of the Form of Tender.
- h) Tenders must be priced on a FIVE-year fixed price basis. There will be no opportunity to alter the rates tendered during the term.
- i) The option of a 1-year extension is available by agreement from both parties at a maximum uplift equivalent to the rate of RPI applicable at that time.
- j) Tenders shall remain open for an initial acceptance for a minimum of 60 calendar days, although the Council may ask you to extend the period of validity.
- k) Tenderers shall be expected to visit the locations where the Services will be performed to satisfy itself as to the facilities for access and all other site conditions likely to affect the accuracy and completeness of tender offers.
- l) Due to the variation in funding from Herefordshire County Council the Council reserves the right to amend, adapt or terminate the contract in line with the termination clause.

6) Submission of Tenders

- a) The original signed tender must be returned in an envelope marked;
Tender – Private & Confidential
The Town Clerk
Ross-on-Wye Town Council
Town Hall
Cantilupe Road
Ross-on-Wye
HR9 7AN
Or sent electronically as a PDF file marked Private & Confidential to
amenities@rosstc-herefordshire.gov.uk
- b) The signed tenders must be received by no later than **10th January 2025 MIDDAY** on the Form of Tender attached at Appendix E along with completed Business Qualification Questionnaire (Appendix G) and Contractor Questionnaire (Appendix H)

7) Evaluation of Tenders

- a) The Council may seek confirmation that suppliers meet the Council's minimum levels of economic and financial standing or technical or professional ability, originally stated in the contract notice, at any time.
- b) Tenderers must be financially sound. We may use an external credit reference agency and, in addition, may seek copies of accounts and annual reports for larger contracts. We expect tenderers to have been trading long enough to have published accounts and developed a client base.
- c) The contract will be awarded on the basis of the most economically advantageous offer having regard to:
 - i) The Total Cost of the service (60% of the total score)

- ii) The Quality of the solution in terms of functionality and infrastructure (40% of the total score) takes into account issues such as; technical merit, environmental characteristics, cost effectiveness and technical assistance. This information will be gleaned from the information required in 5b
- d) The Council shall be under no obligation to accept the lowest tender or award a contract for all or any part of the requirement set out in the Invitation to Tender, to any tenderer or at all.
- e) You may be required to answer any Council queries on your proposal and to attend formal meetings with the Council during the tender evaluation period. Additionally, the Council may wish to visit tenderers' premises to view the facilities and systems that may be used to deliver the service.

8) Canvassing

- a) **Any contractor who directly or indirectly canvasses any member or official of the Council concerning the award of the contract for the provision of the Goods/Services, or who directly or indirectly obtains or attempts to obtain information from any such member or official concerning any other tender for the Goods/Service will be disqualified. If discovery occurs after the award of the contract, the Council shall then be entitled to summarily terminate the contract.**

9) Awarding of the contract

- a) The successful Contractor will be contacted by phone and letter once the Contract has been awarded.
- b) The successful tender together with the Council's written acceptance shall form a binding Agreement in the terms of the Contract documents.

Appendix A

Standard Condition of Contract

1) Contractor staff and resourcing

- a) The Contractor shall appoint a local Contract Manager.
- b) The Contractor shall ensure that properly qualified and experienced staff are recruited, trained and managed to fully meet the requirements of the Contract.
- c) All Contractor's employees and any others employed by the Contractor in the delivery of the service related to this Contract must wear badged uniform. All Contractor's employees shall wear the approved uniform at all times whilst working in public in association with the delivery of Services related to this Contract.
- d) The Contractor will provide its employees with all relevant Personal Protective Equipment (PPE) i.e. boots, reflective vests, ear defenders etc... which must be worn as necessary.
- e) The Contractor is not permitted to erect any advertising or sign boards at the locations covered by this contract.
- f) The Council reserves the right to be the first to publicise any work that is undertaken by the Contractor in the form of press releases, social media and PR announcements. The Contractor is required to obtain consent for any publicity relating to work undertaken for the Council, that they wish to use, before publishing.

2) Contract management

- a) Any changes to personnel by either party shall be notified to the other party as soon as is reasonably practicable.
- b) The Council would be happy to provide and may also invite two-way feedback on managers' performance as part of any formal appraisal scheme.

3) Restricted access sites

- a) The Contractor shall make its own arrangements for access as may be required to the highway. The Contractor must only access the highway by the permitted routes. The Contractor shall be responsible for any necessary remedial services arising from such use no matter how caused.
- b) The Contractor shall be responsible for any keys as may be provided to enable such access and shall return them at the end of the Contract. The Contractor shall be liable for the full cost of replacing any lost keys.
- c) The Contractor shall be liable for any costs incurred by the Council in the event of the Contractor failing to secure locked gates etc.

4) Contract Monitoring

- a) The Contractor shall ensure that arrangements are in place to enable contact at all reasonable times.
- b) The Authorised Officer has the right to inspect all of the services executed by the Contractor at any time.
- c) Joint inspections shall be undertaken at least twice yearly, by the Authorised Officer and Contractor to assess performance and quality of work completed in each area.
- d) The Authorised Officer may require the Contractor to undertake joint inspections of areas of highway which are part of this Contract where there has been a complaint. Thereafter the Contractor shall advise the Authorised Officer of the subsequent action taken if the complaint is deemed by the Authorised Officer to be justified.
- e) The Contractor shall carry out his own monthly performance monitoring of the Contract and provide evidence of this activity on completion.

- f) The Authorised Officer will inform the Contractor of any services requiring rectification and will specify the time for completion following receipt of instruction. The Contractor shall rectify any of the Service failures within the prescribed time scales. The Authorised Officer will specify timeframes that are considered reasonable according to the circumstances.
- g) The Contractor must comply with the Health and Safety at Work Act 1974 and any other legislation pertaining to the health and safety of employees.
- h) From time-to-time health and safety audits will be carried out by the Authorised Officer.
- i) The Contractor will make available to the Authorised Officer a copy of their proposed Annual Maintenance Plan at the start of each year of the contract. The plan will show the planned dates and locations when works are to be carried out throughout the year and shall be approved by the Authorising Officer prior to works commencing.
- j) Deviation from the approved Annual Maintenance Plan, due to poor weather, mechanical breakdown etc must be reported to the Authorised Officer and a new date stated.
- k) At the end of each month the Contractor will submit completed work plan to the Authorised Office for “sign off” as confirmation of completed works, including copies of waste transfer notes.

5) Duration of Contract

- a) The duration of the Contract will be from 1st April 2025 until 31st March 2030.

6) Payment

- a) The annual Contract Sum shall be paid in equal 1/12th instalments upon receipt of invoice.
- b) Invoices presented for payment must include a schedule of works completed during the relevant period including the dates of work and copies of waste transfer notes.

7) Insurance

- a) The Contractor is required to have a minimum of £10m public liability insurance.
- b) The Contractor shall indemnify the Council against any claim or proceedings for any injury or damage to any property or persons or animals as a result of negligence, poor workmanship or failure to notify the Council of any action likely to cause injury or damage to a third party.

8) Health and Safety

- a) The Contractor shall at all times comply with all statutory and other provisions to be observed in connection with the Service and in particular the requirements of the Health & Safety at Work Act 1974 in addition to any other legislation pertaining to health and safety.
- b) The Contractor shall provide the Service safely and in a manner which is not likely to cause injury or be detrimental to the environment.
- c) The Authorised Officer may suspend the Service under the terms of the Contract in the event of non-compliance by the Contractor for the failure of complying with health and safety law, regulations and procedures. All additional costs, fees and expenses occasioned by such suspension shall be borne by the Contractor, including those costs incurred to return the programme of works back to schedule.
- d) On awarding of the contract, and prior to the start date the Contractor will provide: -
 - A full suite of Risk Assessments, Safe Systems of Work and Method Statements for all works undertaken
 - Contact details of the individual in the organisation responsible for coordinating Health & Safety
 - Copies of all COSHH assessments associated with products to be used on this contract
 - The Contractor shall provide copies of their Health & Safety Policy and Statement, Employers and Public Liability insurances

9) Vehicles, Plant and Equipment

- a) The Contractor shall at all times provide, replace and maintain in good repair and condition all vehicles, plant and equipment necessary for the performance of the Services associated with this Contract.
- b) All vehicles shall remain fit for their intended purpose to the satisfaction of the Authorised Officer.
- c) So far as is reasonably practicable all vehicles shall be capable of working without causing spillage or nuisance. In the event of any type of leakage or spillage the Contractor shall take immediate action to effect proper containment and clear up. The Contractor shall notify the Authorised Officer as soon as practically possible of any spillage likely to give rise to damage to the environment including the highway surface or pollution of road gullies, ditches, rivers, Sustainable Drainage Systems (SUDS) and any land subject to protection, e.g. Sites of Special Scientific Interest (SSSI).

10) Termination of contract

- a) In the event the Contractor fails to provide the Service or any part thereof in accordance with the Schedule of Works and they are not addressed to the satisfaction of the Authorised Officer, the Council shall be entitled to make alternative arrangements to rectify the situation, the costs of which will be borne by the Contractor.
- b) The contract may be terminated by the Council following repeated or persistent breach of performance of the works or gross misconduct by giving no less than four weeks' notice in writing.
- c) Should grant funding from Herefordshire County Council be reduced or discontinued the Council has the right to review the service provision within this tender. If financial restrictions dictate the Council may be required to terminate the contract prior to the end date. In the event of the Council terminating the contract the Contractor will not have a claim for additional payment or recompense or compensation.
The Council will give no less than 12 weeks' notice of termination in this case.

Appendix B

Specification of Works

1) The Programme

- a) The Contractor shall deliver the Services according to an agreed Schedule of Works (Appendix C), which shall clearly indicate how the work shall be undertaken in compliance with the provisions of this Contract as part of a regular annual cycle. The method of work shall also include for pre and post inspection records.
- b) The Schedule shall contain such information as commencement dates etc. The Authorised Officer will provide all available information to assist the Contractor in the formulation of the work. Once agreed, any significant deviation from the delivery of the Schedule shall be reported to the Authorised Officer. For the purposes of this Clause any variation of 7 days or more against the scheduled Schedule of Works is also to be reported. In considering the Schedule the Authorised Officer will have regard to times of operations etc and may, if considered unreasonable, direct that they be amended. In preparing the Schedule for approval the Contractor will be expected to deploy his resources in order to minimise nuisance and disruption to the general public.
- c) All other work shall be considered as Non-Programmed work and is referred to as Provisional Items in Clause 3 of the Schedule of Works.

- d) All Programmed work shall be the Contractor's first priority. Non-Programmed work shall still be undertaken but not in such a way as to compromise this obligation without the authority of the Authorised Officer.

Appendix C

Schedule of Works

1) Highway Gully Maintenance

General

- a) The Contractor may use the machinery and methods as they think best to achieve the standard of gully maintenance required by Ross Town Council.
- b) Gully maintenance will be carried out when weather conditions are suitable, the frequency of the maintenance will depend on conditions.
- c) All gullies shall be inspected prior to the commencement of any maintenance, all litter, stones, branches, and other debris that have the potential to cause personal injury or damage to machinery, equipment and installations shall be removed and disposed of by the Contractor.
- d) The Contractor will complete the maintenance of one area before moving onto the next. Wherever possible maintenance work shall be carried out systematically from area to area.
- e) The Contractor must take particular care when maintenance near members of the public, animals or parked cars.

Standard

- a) Gully cleaning is the routine cleaning of the drains located on the highway. Normally located at the edge of the road by the kerb, a gully is designed to take water away from the road surface. A gully consists of a concrete pot positioned under the road surface with an iron grate visible from the road. The water collects in the concrete pot before being channelled through a series of pipes connected to the main drainage system. The pot also collects any debris, leaves, litter, soil and rubbish that are washed off the road ensuring that the connecting pipe does not become blocked.
- b) Without regular cleaning, gullies can become blocked and consequently will not be able to drain surface water away from the road efficiently. The resulting standing water can subsequently contribute to flooding problems and damage the integrity of the road structure leading to potholes for example along with the potential of property damage.
- c) Ross Town Council undertakes a variety of routine cleaning and maintenance activities on the highway drains each year such as:
 - o Routine cleaning of gullies
 - o Clearing of blocked drains using additional jetting
- d) Should the Contractor cause damage to the surface or gullies during maintenance operations whether or not the Authorised Officer has agreed to such operations take place, the Contractor shall reinstate such damage to the satisfaction of and within the time period stipulated by the Authorised Officer. In failing to do so, the Authorised Officer may instruct other persons to carry out such work with the cost of so doing being deducted from monies due to or becoming due to the Contractor or recovered as a debt.
- e) To ensure the programme of gully cleaning is efficient it is good practice to use the recorded silt levels when determining the frequency of cleaning. For example, if a gully is more prone to becoming full of silt and therefore working less effectively then it will be programmed for

more frequent cleaning. This may mean that some gullies are cleaned more than once a year and others will be cleaned less than once a year.

- f) The gully cleaning programme is designed to clean all known gullies at least once during the year
- g) Where a gully cannot be cleaned at the first visit it will most likely be due to one of the following reasons: there are parked cars preventing access, or the gully lid is jammed or broken. Missed gullies should be revisited at the earliest opportunity to ensure that maintenance is carried out. Any broken or damaged gully lids must be reported to the Authorising Officer, jammed gullies should be freed from all obstructions and every effort must be made to carry out programmed maintenance.
- h) Where it is apparent that problems exist that cannot be dealt with through gully cleaning operations or routine maintenance activities or where there are capacity issues in the underlying drainage network, such issues must be brought to the attention of the Authorising Officer.
- i) Cyclical cleaning involves visiting road gullies across the highway network in Ross-on-Wye on a planned and regular basis and undertaking cleaning operations. Gully cleaning involves operatives and cleansing vehicles following set routes on a regular basis with the intention of cleaning all gullies.
- j) The Contractor is to provide an Annual Maintenance Plan, which is to be approved by the Authorising Officer prior to any work commencing.
- k) Gullies that are cleaned twice per year should be maintained in the Spring and Autumn to ensure maximum water capacity during peak rain seasons.

Specification of works

- a) Contractors' vehicles must work in the direction of traffic and comply with the Highway Code. Vehicles must have flashing lights displayed and conspicuity tape.
- b) Contractors must wear Class 2 Hi Visibility PPE including Hi Vis combat trousers with outside leg ballistic panel CLASS 1EN 388 4142 at all times, HV clothing should be manufactured to a recognised standard. The new British Standard for high visibility warning clothing is BS EN 471.
- c) Each gully on B,C & U classification of roads within Ross-on-Wye will be visited at least once per contract year (Appendix E)
- d) Gully lids will be cleared from all detritus and litter which will be removed from site prior to lid being lifted to prevent any detritus or litter entering the gully chamber.
- e) Remove gully lid, using mechanical means where possible or lifting hooks. Contractors must be trained in manual handling or kinetic lifting techniques.
- f) Any silt, detritus or litter within the gully chamber must be removed to a level of not less than 450mm below the out let pipe on a full-size gully and to the bottom of the catch pit on any gully less than 450mm deep. All silt, detritus and litter to be removed from site and disposed of in accordance with section 5 Waste Disposal.
- g) Out let pipes must be checked to ensure that they are not blocked or silted up. If they are found to be silted up, then this must be removed as far as it is practical to do so and jetted to ensure water flow.
- h) On completion of works, the gully lid is to be replaced ensuring that it is seated correctly and that it is not raised or causing a hazard to highway users or pedestrians. Gully lids are to be marked with environmentally friendly water-based spray paint to indicate that they have been serviced.
- i) A record of completed gullies must be submitted to the Authorised Officer containing a list of road names and number of gullies completed, plus any gullies missed along with any that are requiring remedial action.

2) Bunting installation

- a) The Town Council decorates the town in the spring with bunting on Gloucester Road, High Street Broad Street and Brookend Street with approximately 15 strings of bunting above shops and businesses in the town centre.
- b) The Council is seeking a company with the necessary qualified staff, to install the bunting. This will include the testing of brackets as required by current legislation and producing certification.
- c) The bunting will need to be installed the weekend prior to Good Friday and removed the last week of October.
- d) The Contractor will provide all necessary hoists, platforms, scaffolding, ladders, equipment, labour and transport for the safe erection, maintenance and removal of the bunting.
- e) The Contractor must include within his contract price, the supply of all fixing necessary for the installation.
- f) The Contractor must ensure that bunting, does not interfere with any telegraph post, street lighting column, highway sign, advertising board, cctv cameras, other signs or other street furniture, without the express consent of the Council.
- g) Bunting must be removed and stored as to prevent tangling or damage, it must be labelled with the location it was taken from.

3) Provisional Items

Work will only be carried out on receipt of an additional works request. The operations in this part of the Schedule are those that do not form part of the Parish Lengthsman Tender for which a tender sum is required.

Leaf Clearance

- a) Remove Autumn leaf fall from footways and hard standing area as directed by the Authorised Officer.
- b) All arisings will be removed from site and disposed over at the Contractor's expense

Weed Control

- a) In relation to this Provisional Item the term Weed Control covers all herbicides, algaecides, mossicide and similar products.
- b) Only chemicals approved under the Control of Pesticide Regulations 1986 (including amendments) shall be used by the Contractor and all chemicals including their use on the Contract must have the approval of the Authorised Officer prior to application. Chemicals shall be used only for those purposes as stated on the label. Data sheets (digital format only) must be supplied to the Authorised Officer prior to application. Completed application (digital format only) sheets are to be forwarded to the Authorised Officer after application.
- c) All personnel applying chemicals must have PA1 and PA6 certificates of competence (or equivalent) or be under the direct and close control of personnel possessing such certificates as laid out in the Control of Pesticides Regulations 1986, of the Food and Environment Protection Act 1985. IN RELATION TO THIS CONTRACT ONLY THOSE PERSONNEL WITH CERTIFICATES WILL BE ALLOWED TO MIX AND APPLY PESTICIDES. The Contractor, at the start of the contract must make available to the Authorised Officer for inspection the original certificates of competence.
- d) All pesticides are to be mixed, stored and applied in strict accordance with the manufacturer's instructions and the Control of Pesticides Regulations 1986, and the Food

and Environment Protection Act 1985. The Contractor shall provide and make available for inspection containers for measuring quantities of herbicides. Spray equipment shall be fitted with an approved effective guard to prevent drift onto neighbouring plants.

- e) The Contractor has full responsibility for any damage caused by the misapplication of chemical application and any such damage will be fully reinstated or replaced to the complete satisfaction of the Authorised Officer and at the Contractor's expense.
- f) The Contractor must be registered under the Plant Protection Product Regulations 2020.

4) The Environment

- a) The Contractor shall ensure that every effort is made to prevent pollution of the environment and harm to human health. Where possible and practical, only biodegradable, non-toxic, non-hazardous materials and substances shall be used in carrying out the Service.
- b) The Contractor shall take all necessary preventative measures to ensure that no aqueous waste or contaminated water arising from the provision of the Service enters the public waterways, or watercourses.
- c) The Contractor shall take all reasonable precautions to minimise noise from any vehicles, plant and machinery used in the delivery of the Service.
- d) The Contractor shall make arrangements to ensure that litter and organic waste e.g. leaves are segregated to enable recycling and composting.

5) Waste disposal (including organic waste)

- a) The Contractor shall be registered to the satisfaction of the Council, prior to Commencement of the Contract, as a waste carrier and shall meet all costs in connection with this registration.
- b) Unless otherwise agreed by the Authorised Officer, the disposal of waste generated in the execution of this Contract must be disposed of in an approved processing facility.
- c) All organic/green waste (including leaves) collected in the delivery of this Contract must be diverted from landfill. Litter and other contaminants shall be removed from such waste as far as is practicably possible. The Contractor shall make his own arrangements for the disposal of organic/green waste. The cost of the disposal of all green waste, leaves and contaminants collected within the green waste shall be borne by the Contractor.
- d) The Contractor shall include all waste disposal costs within their Fixed Price submission.
- e) The Contractor will submit copies of Waste Transfer Notes and Weighbridge Tickets with their monthly invoice to ensure compliance.

6) Litter

- a) All waste produced or collected in the delivery of services shall be cleared from the site by no later than the end of each shift and suitably disposed of.

7) Reporting loss, damage, or theft

- a) The loss or damage (whether malicious or accidental) of any item or property belonging to the Council shall be reported to the Authorised Officer as soon as is practically possible. The Contractor shall also advise any damage caused in the delivery of this service to any privately-owned property. Reports must include details of the circumstances in which the theft or damage occurred and proposals as to how the loss/damage is to be rectified. Any

loss e.g. theft or major accident likely to give rise to external interest or damage the Council's reputation must be reported as soon as possible to the Authorised Officer.

- b) Claims for loss, theft or damage shall be dealt with by the Contractor as soon as is reasonably possible. The Contractor shall respond in writing to all such claims within 5 working days, notifying the claimant of the Contractor's claims procedure and giving a point of further contact. All correspondence shall be available to the Authorised Officer if requested.

8) Materials and Consumables

- a) Where not specifically required or otherwise negotiated as an additional cost within the terms of this Contract the Contractor shall supply within the Fixed Price Sum all necessary materials and equipment associated with the provision of this Contract.
- b) The Contractor shall use materials and equipment that have a British or European Standard wherever possible. Where no such specific Standard applies then all materials shall be of the highest industry equivalent commensurate with the purpose for which they are to be supplied.
- c) Bags used for litter collection shall be included in the Fixed Price Sum and shall be easily identifiable and in a specification to be agreed prior to the Commencement of the Contract.
- d) The Authorised Officer shall have the right to inspect any material to be used in connection with the Contract and may reject its use if not satisfied that it meets the required standard.

9) Changes in methods of service delivery

- a) The Contractor shall consult and discuss with the Authorised Officer in advance any proposals for significant changes to the method of Service delivery.

1) Highway Gully Maintenance

Road Number	Road Name	Frequency
B4234	Walford Road	Once
B4234	Copse Cross Street	Once
B4234	Broad Street	Twice
B4234	Brookend Street	Twice
B4234	Overross Street	Once
B4234	Ledbury Road	Once
B4260	Wilton Road	Twice
B4260	High Street	Once
B4260	Gloucester Road	Once
C1273	Smallbrook Road	Once
	Millpond Street	Once
	Brampton Street	Once
C1274	Archenfield Road	Once
C1276	Roman Way	Once
C1279	Alton Road	Once
U70262	The Glebe	Once
	Parsons Croft	Once
U70265	The Mead	Once
U70422	Overross Farm	Once
U70423	Overross Close	Once
U70436	Oak Tree Rise	Once
U70438	Frome Valley Way	Once
U70439	Three Choirs Close	Once
U70440	Sugarloaf Crescent	Once
U70600	Wye Street	Twice
U70601	Edde Cross Street	Once
	Trenchard Street	Once
U70602	New Street	Once
U70603	Kyrle Street	Once
U70604	Homs Road	Twice
U70605	Cawor Arch Road	Once
U70606	Nursery Road	Once
U70607	Hill Street	Once
U70608	Henry Street	Once
U70609	Station Street	Once
U70610	Cantilupe Road	Once
U70611	Woodview Lane	Once
U70612	Ryefield Road	Once
U70613	Weston Grove	Once
U70614	North Road	Once
U70615	Station Approach	Once
U70616	Checkley Close	Once
U70618	Brookfield Road	Once
U70619	Mount Pleasant	Once

U70620	Oak Road	Once
U70621	Brampton Ave	Once
U70622	Brampton Close	Once
U70623	Cawdor	Once
U70624	Three Crosses Road	Once
U70625	Three Crosses Close	Once
U70626	Hill View Road	Once
U70627	Springfield Road	Once
U70628	Mayhill Road	Once
U70629	Wallhouse Road	Once
U70642	Verschoyle Gardens	Once
U70643	Oaklands Court	Once
U70644	Vaga Crescent	Once
U70645	Quarry Close	Once
U70648	Brookmead	Once
U70649	Market Place	Once
U70650	Primrose Close	Once
U70651	Orchid Close	Once
U70652	Bluebell Close	Once
U70653	Honeysuckle Close	Once
U70654	Foxglove Close	Once
U70655	Court Road	Once
U70656	Arundel Close	Once
U70657	Berkeley Close	Once
U70659	Beechwood	Once
U70660	Great Western Court	Once
U70662	Grammer School Close	Once
U70663	Smallbrook Gardens	Once
U70665	Blenheim Close	Once
U70664	Rudhall Meadow	Once
U70666	Chatsworth Close	Once
U70667	Sandringham Close	Once
U70668	Riverview	Once
U70669	Old Tannery Way	Once
U70670	Beamhouse Drive	Once
U70671	Saddlers Rise	Once
U70672	Cordwainers Lane	Once
U70701	Camp Road	Once
U70702	Waterside	Once
U70703	Park Walk	Once
U70704	Alton Close	Once
U70705	Chase Side	Once
U70706	Chase Road	Once
U70707	Old Gloucester Road	
U70708	Church Street Old Maids	Once
U70709	Church Close	Once
U70710	Royal Parade St Marys Street	Once Once
U70712	Redhill Road	Once

U70713	Middleton Ave	Once
U70714	The Shrubbery	Once
U70715	Palmerston Road	Once
U70716	Ashfield Crescent	Once
U70718	Kent Ave	Once
U70717	The Avenue	Once
U70719	Sussex Ave	Once
U70720	Merrivale Lane	Once
U70721	Princess Way	Once
U70722	The Gresleys	Once
U70724	Blake Ave	Once
U70725	Woodland View	Once
U70726	Lakeside Drive	Once
U70727	Merrivale Crescent	Once
U70728	Merrivale Ave	Once
U70729	Eastfield Ave	Once
U70730	Fernbank Road	Once
U70731	Woodmeadow Road	Once
U70732	Chapel Road	Once
U70733	Tudor Street	Once
U70734	Tudor Rise	Once
U70735	Tudor Rise	Once
U70736	Tudor Rise	Once
U70737	Walford Ave	Once
U70738	Purland	Once
U70740	Duxmere Drive	Once
U70741	Goodrich Close	Once
U70742	Falaise Close	Once
U70743	Tinitern Close	Once
U70744	Conde Close	Once
U70745	Vectis Close	Once
U70746	Glevum Close	Once
U70747	Isca Close	Once
U70748	Juniper Close	Once
U70749	Corinium Road	Once
U70750	Danum Road	Once
U70751	Watking Street	Once
U70752	Bakers Oak	Once
U70753	Laburnum Close	Once
U70754	Rowan Close	Once
U70755	Sycamore Close	Once
U70756	Beech Close	Once
U70757	Lincoln Close	Once
U70758	Silver Birches	Once
U70759	Redwood Close	Once
U70760	ACCESS ROAD ALTON ROAD INDUSTRIAL ESTATE	Once
U70761	Firsmead	Once

This list is to be used as a guide only

2) Bunting Installation

Road Number	Road Name
B4260	Gloucester Road
B4260	High Street
B4234	Broad Street
B4234	Brookend Street

Appendix E

Form of Tender

QUOTATION FOR FIVE YEAR CONTRACT – FIXED PRICE

Part 1 Highway Gully Maintenance

Location	DESCRIPTION	ACTIVITY	QTY	UNIT	FREQ	Rate	Contract Sum
Various (as per Site Plan)	Routine cleaning of gullies	Any silt, detritus or litter within the gully chamber must be removed to a level of not less than 450mm below the out let pipe. All silt, detritus and litter to be removed from site and disposed of in accordance with section 5 Waste Disposal.		No	1		
Various (as per Site Plan)	Routine cleaning of gullies	Any silt, detritus or litter within the gully chamber must be removed to a level of not less than 450mm below the out let pipe. All silt, detritus and litter to be removed from site and disposed of in accordance with section 5 Waste Disposal.	68	No	2		

Part 2 Bunting Installation

Location	DESCRIPTION	ACTIVITY	QTY	UNIT	FREQ	Rate	Contract Sum
Various (as per Site Plan)	Installation	Install the bunting include the testing of brackets and provide certification.	15	NO.	1		
Various (as per Site Plan)	Removal	Removal of bunting, labelling and return to storage.	15	NO.	1		

Total Fixed Price per year £.....Total Fixed Price for 5-year Contract £.....Total Fixed Price for 5-year Contract In words

NAME..... SIGNED DATE

Appendix F

Provisional Items

Part 4 Provisional Items	DESCRIPTION	ACTIVITY	QTY	UNIT	FREQ	Contract	
						Rate	Sum
	Leaf Clearance	Clear leaves and other debris from hard areas and grass areas	10	SQ.M	1		
	Weed Control	Weed control of Highways and Footways	100	LM	1		
	Weed Control	Apply an approved mossicide to paved areas	10	SQ.M	1		
	Misc.	Labour rate - x 1 man & van	1	Hr	1		
	Misc.	Labour rate - x 2 man & van	1	Hr	1		

Appendix G

Business Qualification Questionnaire

Details relating to Prospective Tenderer

1. Name:
2. Address:
.....
3. Telephone number:
4. Email:
5. Contact Name and Position in Company:
6. Nature of Business:
7. If the Business is a Company:
Is it a Subsidiary of another Company?
If yes, please give details:
8. Date of Business formation:
9. Please state number of grounds maintenance employees:
10. Please give any other details, which you feel may be relevant, for example, similar Contracts in the area or for similar authorities, etc:
11. Please provide a copy of Companies House registration and Company Number

Signed:

Position:

Date:

Appendix H – Contractor Questionnaire

Health and Safety Assessment Questionnaire

To be completed by the contractor in all cases. Failure to do so may result in the contractor being removed from the company's approved selected list.

General

Name of Company:	
Telephone number:	
Contact for further information:	
Email address:	
Trade/Activity:	

Please complete this questionnaire as part of our contractor review process.

Please supply a copy of your Health and Safety Policy/Statement	Attached YES/NO
What is the nature of your business?	
Approximately how many people are directly employed by your company?	
Total no. of persons indirectly working under your control at any one time?	
Please provide copies of your Employers' & Public Liability Insurance and, if applicable, Professional Indemnity Insurance	Attached YES/NO
Please provide contact details of the individual in your company responsible for coordinating Health and Safety matters	
Attach, your latest Company accident statistics.	Attached YES/NO
During the past 3 years has any person, not being an employee or person working under your control, for example, a member of the public, been injured as a result of your work activity? If YES, please provide details	

How does your organisation ensure that plant, equipment, and vehicles for use are kept in a safe condition and good state of repair?	
Has your company or individuals employed by your company been prosecuted for breaches of health and safety within the last 5 years? If YES, please provide details	
Who acts as your company Health and Safety Advisor/supervisor or any other organisation acting in that capacity on your behalf?	Name: Address: Telephone: Details of safety qualifications held:
Do you employ sub-contractors or agency staff? If YES please provide contact details.	
Does your company assess the health and safety competence of companies with whom you place contracts? If YES, please give details	
Please provide copies of relevant Risk Assessments, Method Statements and Safe Systems of Work.	Attached YES/NO
Please provide COSHH assessments for materials that you will be using on site	Attached YES/NO

Declaration

I hereby declare that the above information is true to the best of my knowledge and belief, and I understand that if false information has been given, this will be deemed grounds to terminate any contract that may be entered into.

Signed:

Print name:

Date:

Title/Position:

For (Company):

Please ensure you have provided up to date copies of the following:

<u>Checklist</u>	(please tick)
Health and Safety Policy/Statement	
Employers' & Public Liability Insurance and, if applicable, Professional Indemnity Insurance	
Latest company accident statistics	
Accident Reporting/Investigating Procedure	
Relevant Risk Assessment for tasks being carried out	
Relevant Method Statement for tasks being carried out	
Certificate of Competency	
COSHH Assessment	
Safe Systems of Work	