



HUGHENDEN PARISH COUNCIL

INVITATION TO TENDER

URBAN DEVOLVED SERVICES

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INTRODUCTION

This Invitation to Tender (ITT) has been prepared by Hughenden Parish Council (The Council) inviting proposals for the provision of services as described in Schedule 2.

This Invitation to Tender is subject to the following Tender Instructions and subject to the terms and conditions set out in Schedule 1 of this document.

The contract will commence on 01 April 2017 and expire on 31 March 2020 (3 years).

Information about the Parish Council can be found at www.hughendenparishcouncil.org.uk.

TENDER INSTRUCTIONS

1 Questions.

Questions relating to this tender must be raised in writing no later than noon on 01 February 2017. Questions should be addressed to the Clerk by e-mail to clerk@hughendenpc.org.uk.

Please note that the responses to any questions raised during the tendering period may be circulated to others who have expressed an interest in submitting a tender in the form of a Circular Advice Note. The applicant's details will be withheld.

2 Site Visits

Site visits to discuss the tender may be undertaken by prior agreement with the Clerk.

3 Deadline for receipt of tenders

To be considered, written tenders must have been received in a sealed envelope by the Clerk to the Council by noon on 10 February 2017. Please write the name of the contract being tendered for (as shown on the cover page of this document) on the outside of the envelope which will not be opened until after 1.00 pm on that day by the Clerk (or Deputy Clerk) in the presence of at least one Councillor.

The envelope should be delivered to: Clerk to the Council, Hughenden Parish Council, The Common, Great Kingshill, High Wycombe HP15 6EN.

The Tender Responses will remain the property of the Council.

4 Business References

In addition to your tender, please include two business references obtained in the last 2 years. Please include the contact names and telephone numbers of referees.

5 Quote Basis

Where the frequency of services is specified, these services form the Core Services for which a single total price should be submitted in the Tender Response Document.

Where the frequency of services is not specified, these services form the Additional Services for which an hourly rate should be submitted in the Tender Response Document.

All tender prices will be fixed for the duration of the contract.

6 The Decision

The expected value of this tender is below the OJEU threshold. The process will be a single stage process. The Council is not bound to accept the lowest priced, or any, tender. The evaluation criteria will include emphasis on quality as well as price.

7 Canvassing

Contractors tendering for this contract must not canvass Members of the Council or its Officers. Any effort to do so will immediately disqualify any tender submitted.

8 Notification of Outcome

The Clerk will notify all parties of the outcome of this tender process by email before noon on 21 February 2017. Please provide the appropriate contact email details in your response.

9 Start date

The successful Contractor will need to be able to commence work on this contract on 01 April 2017. If unable to achieve this commencement date, then please indicate the earliest possible start date.

10 Freedom of Information

Please note that all information submitted to the Council may need to be disclosed and/or published by the Parish Council. Without prejudice to the foregoing generality, the Council may disclose information in compliance with the Freedom of Information Act 2002 (the decisions of The Council and their legal advisors in the interpretation thereof shall be final and conclusive in any dispute, difference or question arising in respect of disclosure under its terms), any other law, or, because of judicial order, order by any court or tribunal with the authority to order disclosure.

If you consider that any of the information included in your tender response is commercially confidential please identify it and explain (in broad terms) what harm might result from disclosure and/or publication. It should be remembered though that, even where you have indicated that information is commercially sensitive, the Council may disclose this information where they see fit. Receipt by the Council of any material marked "confidential" or equivalent should not be taken to mean that the Council accept any duty of confidence by virtue of that marking.

11 Tendering for multiple contracts

The Council has five separate contracts (Garden of Rest Grounds Maintenance, Grounds Maintenance, General Maintenance, Hedge Maintenance and Urban Devolved Services) for which it is inviting tenders. If you wish to tender for more than one contract, please regard each tender as a separate contract by:

- completing each separate Tender Response Document and submitting in separate envelopes marked with the name of the contract
- you may use the same two referees for each tender but you must include individual copies in each envelope
- If there is a pricing benefit to the Council in awarding more than one contract to a single tenderer, please indicate this using the Additional Remarks box at the end of the Tender Response Document.

12 Tender Timescales

The timescales relating to this tender are:

Action	Date
Issue of Invitation to Tender (ITT)	20 January 2017
Deadline for return of Tender Response Document	10 February 2017
Evaluation of Tenders by Hughenden Parish Council	14 February 2017
Notification of award decision	21 February 2017
Contract start date	01 April 2017

SCHEDULE 1 - SERVICES AGREEMENT

This agreement is made on [DATE] between

Hughenden Parish Council ('the Council') of The Common, Great Kingshill, High Wycombe HP15 6EN and

[CONTRACTOR]

Agreed terms

1 Definitions

In this contract the following expressions shall have the meanings hereby assigned to them:

'Agreement' - the Information and Instructions for Quotations, the Specification

'Clerk' – the Clerk or Deputy Clerk to Hughenden Parish Council

'Contractor' - the person, persons or company whose quotation is accepted

'Council' - Hughenden Parish Council

'Contractor's Staff' - those persons employed or engaged by the Contractor from time to time to perform this Agreement on its behalf. The definition of 'Contractor's Staff' will also include the staff of any permitted sub-contractor who are performing the Contractor's obligations under this Agreement from time to time

2 Variation of Agreement

Variations to Schedule 2 - Services Specification may be proposed by the Council or the Contractor. Any agreed variations shall be confirmed in writing by the Council.

3 Performance of Service

The Contractor shall perform the services in a manner consistent with the terms and conditions of the agreement and to the satisfaction of the Clerk.

All operations shall be carried out by the Contractor without unreasonable noise and disturbance so as not to interfere with the convenience of the public, access to, or occupation of public roads, private or public footpaths or properties and the Contractor shall indemnify the Council in respect of all claims demands proceedings costs and expenses whatsoever arising out of, or in relation to, any such matters.

4 Works Required

The Contractor shall carry out the works detailed in Schedule 2 – Services Specification.

5 Times of Work

The times of work shall be flexible. The Contractor may work between the hours of 8.00 am and 6.00 pm on Monday, Tuesday, Wednesday, Thursday and Friday. The Contractor may not work on Saturday, Sunday or Bank Holidays unless requested to do so by the Clerk.

6 Reporting

The Contractor shall provide, on the last day of each month, a written report detailing all work undertaken that month, including, supportive evidence. The Contractor will also, by way of this monthly report, make proposals for other work that they have identified as being necessary to carry out. The Clerk may check progress by visiting a job site at any time without notice to the Contractor.

The Contractor will meet with the Clerk monthly or at such other times as the Clerk may reasonably request at the Council Offices in Great Kingshill to review progress on the contract and to consider work to be carried out in the following month.

7 Invoicing and Payment

Invoices should be produced monthly by the last day of the month and clearly state the agreed scheduled payment or the cost of each individual job carried out over that period. If appropriate or requested, the invoice should be accompanied by a completed timesheet. The invoice will then be presented to the next meeting of Full Council on the second Tuesday of the following month. Subject to the Council approving payment of the invoice, a cheque will then be posted, usually by the third Tuesday of each month.

In accordance with the Public Procurement Contract Regulations 2015, the Council will pay all valid and undisputed invoices no later than 30 days from the date on which the invoice was received.

8 Additional Services

In respect of all hourly and fixed price work to be carried out under this Contract, the Contractor must give a quote for the length of time needed to carry out the job, as well as the cost of materials. Other than where work is of an urgent nature (where approval will be given by telephone), this approval will be given in writing or in an email by the Clerk. Any work carried out by the Contractor without prior authorisation will not be paid.

9 Vehicles, Tools & Machinery

The Contractor shall provide and maintain all such vehicles, tools and machinery as are necessary for the proper performance of the services, including fuel. The Contractor shall, at his expense, put and keep all vehicles, tools and machinery in good and serviceable repair.

Tools and machinery or any other items not owned by the Council cannot be stored on Council property unless agreed in writing with the Clerk.

10 Safety

The Contractor shall take precautions as are necessary to protect the health and safety of all persons employed by the Contractor, the Council and the general public. The Contractor shall comply with the Health & Safety at Work Act and all other Acts or Regulations pertaining to the health and safety of the Contractor's staff who must have been appropriately trained. The Contractor shall provide, if asked, adequate proof that all of the Contractor's staff are well trained and conversant with Health & Safety legislation and are competent in their operating methods.

All relevant safety equipment (PPE) shall be provided at all times by the Contractor and worn by the Contractor's staff when carrying out works.

The Contractor is required to notify the Clerk immediately of any accidents, near misses or environmental incidents such as oil or diesel spillages. The Contractor is expected to carry spillage kits.

The Contractor shall undertake appropriate risk assessments.

11 Materials

The Council shall provide the contractor with a list of suppliers from which they may purchase, on account, materials for a job not available from the Council's stock. Any materials will remain the property of the Council. Any such purchases must be approved by the Clerk in writing before being made.

12 Liability

The Contractor shall fully indemnify the Council against any expense, liability, loss, claim or proceedings arising in respect of personal injury to any person or damage to any property arising from the performance of the services or any act, neglect or omission of any employee of the Contractor, howsoever such liability may arise.

13 Insurance

The Contractor shall fully insure and indemnify himself against any liability in the sum of at least £10 million for each claim: -

- i) to the Council and to any employee of the Council,
- ii) to the employees of the Contractor,
- iii) to any other person, for any damage, loss or injury

A current Certificate of Insurance to this effect must be produced to the Clerk prior to commencement of this Agreement and within a reasonable time upon a request by the Clerk to do so during the continuance of this agreement.

14 Termination of Agreement

This contract runs from 01 April 2017 to 31 March 2020.

This agreement may be terminated by either the Council or the Contractor having given three months' written notice expiring at any time.

This Agreement may be terminated by the Council immediately if the Contractor:

- i) has failed to respond satisfactorily within 14 days to a written notice of default issued by the Clerk or
- ii) is the subject of proceedings in voluntary or involuntary bankruptcy or
- iii) enters any arrangements or takes any action which could, in the reasonable opinion of the Council affect the good reputation of the Council either directly or indirectly

15 Assignment and Sub-Contracting

The Contractor may not assign sub-contract or otherwise transfer this Agreement or any of its rights and/or obligations under this Agreement, whether in whole or in part, without the prior written consent of the Council.

16 Good faith and collaborative working

The parties shall at all times act in good faith towards each other and shall establish, develop and implement a collaborative relationship based on trust, fairness and mutual co-operation, and shall freely share information with the objective of enabling the Council to effectively provide the relevant services for the benefit of the Council's administrative area.

Signed:	
	Authorised signatory of the Council
Name:	
Date:	

Signed:	
	Authorised signatory of the Contractor
Name:	
Date:	

SCHEDULE 2 – SERVICES SPECIFICATION DEVOLVED SERVICES

Overall Purpose

The purpose of this Services Specification is to generally define the standard to be achieved, rather than define the precise method by which the Contractor may be required to perform the service. In some situations a more detailed specification is provided. The Services Specification is to be read in conjunction with Schedule 1 - Services Agreement, the terms of which shall apply.

The overall purpose is to provide a clean, tidy and well-maintained area that reflects customer need and good horticultural and environmental practice. All work shall be carried out and timed in such a way as to leave the whole of each site in a well-maintained and tidy condition.

Where the frequency of services is specified, these services form the Core Services (Urban Grass Cutting) for which prices shall be submitted in the Tender Response Document. Where the frequency of services is not specified, these services (all other devolved activities) form the Additional Services for which an hourly or daily rate shall be submitted in the Tender Response Document.

In undertaking Urban Devolved Services, the Contractor shall be the appointed Service Provider engaged to ensure provision of Devolved Activities as per The Agreement made between Buckinghamshire County Council and Hughenden Parish Council on 01 April 2016.

The Council wishes to receive tenders from organisations who can demonstrate innovation, partnership and deliver a high-quality grounds maintenance service. Accordingly, tenderers are invited to submit a Method Statement to support their tender. The Method Statement may reference service delivery, customer service, communication, reporting, staffing, training and environmental sustainability.

Core Services:

Please use the Tender Response Document to provide prices for 4, 6 and 8 urban grass verge cuts per annum and a price for additional one-off cuts as required.

As a guide, please base your tender response on the basis of grass verge cutting meterage of 96,963m² (figure provided by Bucks County Council). Grass verge cutting maps are available from the Clerk.

Devolved Activity	Service & Description	Minimum Standard	Health and Safety	Conditions and Restrictions
Urban Grass Cutting	Urban Grass Cutting - Cutting of urban grass verges, as defined on the Parish Overview Map.	Information on Hazard and Speed limit signs is legible to oncoming road users. Cuttings must be left to mulch on the road side, disposed of commercially or composted in the community. They must not be taken to the local household recycling site.	Personal Protective equipment (PPE) is worn/used. Correct type of grass cutting equipment used for different environments (steep verges, etc.). A risk assessment must be carried out. Legislation relating to safe working on/near carriageways must be observed. When using specialist equipment staff must be properly trained.	Staff undertaking work should be competent, trained, familiar with the Red Book and the Code of Practice, and also adhere to Health & Safety requirements in terms of risk assessments and PPE.

Additional Services:

Please use the Tender Response Document to provide prices for the devolved additional activities listed below. These may be given as hourly or daily rates. Please provide supporting/additional information which may be relevant to the bid.

Devolved Activity	Service & Description	Minimum Standard	Health and Safety	Conditions and Restrictions
Hedging	Hedge cutting - Cutting hedges which are a danger to pedestrians and road users.	Information on Hazard and Speed limit signs is legible to oncoming road users. Visual splays are clear. Footpaths and RoW are accessible to pedestrians; and	Personal Protective equipment (PPE) is worn/used when working on/near carriageways. Legislation relating to safe working on/near carriageways must be	Staff undertaking work should be competent, trained and adhere to Health & Safety requirements in terms of risk assessments and PPE.

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		bridleways to pedestrians and horses. Information on Hazard and Speed limit signs is legible to oncoming road users. Visual splays are clear. Footpaths and RoW are accessible to pedestrians; and bridleways to pedestrians and horses.	observed. N/A	Administered in accordance with the procedures attached (in Appendix B) but not including instigating legal proceedings.
Siding Out	Siding out of overgrown footpaths - Preventing the encroachment of verge soil and growth onto the footpath. This is essential if overgrown footpaths are obscuring visual splays.	Signs on verge are not obscured by vegetation. Cyclical maintenance approx. once every 2/3 years. Also carried out before routine maintenance work, such as surface dressing.	Personal Protective equipment (PPE) is worn/used when working on/near carriageways. Legislation relating to safe working on/near carriageways must be observed. When using specialist equipment staff must be properly trained.	Staff undertaking work should be competent, trained and also adhere to Health & Safety requirements in terms of risk assessments and PPE.
	Trimming vegetation obstructing footpaths - Where vegetation is obstructing footpaths this should be removed to ensure pedestrians can navigate the route.	Footpaths must be removed of all obstructions. Footpaths are accessible to pedestrians. Encroaching grass must be cut out of footpaths.	Personal Protective equipment (PPE) is worn/used when working on/near carriageways. Legislation relating to safe working on/near carriageways must be observed. When using specialist equipment staff must be properly trained.	Staff undertaking work should be competent, trained and also adhere to Health & Safety requirements in terms of risk assessments and PPE.
Rights of Way	Rights of Way clearance - As per the provided Annual Clearance Portfolio Map. Includes paths listed on BCCs annual clearance schedule (bridleways, footpaths, byways and restricted byways). Clearance means surface mowing on the public rights of way network up to the parish boundary where landowners have not carried this out. Parishes have the right to issue a notice to landowners to surface mow the network. The landowner is responsible for ensuring hedges and trees are safe and if they fall across the public right of way they are removed. They also have	Rights of way are accessible for pedestrians. Legal minimum width is 1.5meters for a public footpath and 3meters for a public bridleway. Clearance does not include hedge cutting, clearing of side growths or cutting down trees.	Personal Protective equipment (PPE) is worn/used. Correct type of equipment used for different environments (steep verges etc). A risk assessment must be carried out. Legislation relating to safe working on/near carriageways must be observed.	Staff undertaking work should be competent, trained, familiar with the Red Book and the Code of Practice, and also adhere to Health & Safety requirements in terms of risk assessments and PPE.

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	responsibility for cutting hedge growth across a right of way.			
Weed Killing	Weed control of noxious and injurious types - Control the spread of weeds which can damage habits and agricultural land. These are: Common ragwort Creeping thistle Field thistle Spear thistle Curled and broad-leaved dock.	Signs on verge are not obscured by vegetation. To maintain green cover and protect habitats. Do not apply fertiliser within two metres of the centre of a hedgerow, watercourse or field ditch • within one metre of the top of the bank of a watercourse or field ditch.	Specific training in safe use of chemicals. The employer is responsible for providing all PPE stated on the herbicide's label. Legislation relating to safe working on/near carriageways must be observed. When using specialist equipment staff must be properly trained.	Staff undertaking work should be LANTRA (or equivalent) accredited, trained and also adhere to Health and Safety requirements in terms of risk assessments and PPE.
Maintenance	Maintenance of BCC street furniture including minor repair or repainting - Maintaining street furniture (defined as above street-level, objects on and at rear of footpaths), such as sign-posts, signs, seating, cycle racks, decorative bollards and village gateway features.	Inspect street furniture and undertake minor repairs (e.g. replace loose clips, tightening nuts/bolts, remove graffiti and cleaning) or repainting, using approved items. Report major damage or vandalism to local LAT.	Personal Protective equipment (PPE) is worn/used when working on/near carriageways. Legislation relating to safe working on/near carriageways must be observed. When using specialist equipment staff must be properly trained.	EXCLUDES any items with electrical feed (i.e. lit), e.g. street lights, lighting columns, lit signs and lit bollards. Limited to BCC street furniture erected within the public highway (defined as above street-level, objects on and at rear of footpaths).
	Minor repairs to traffic sign - Such as tightening of brackets where a sign has slipped. Signs that are badly damaged (e.g. bent, buckled) must be reported to TfB for repair.	Information on Hazard and Speed limit signs must be clearly visible and legible to oncoming road users.		
	Cleaning of traffic signs - Information on Hazard and Speed limit signs must be legible to oncoming motorists.	Signs must be clearly visible. It is advised that they are cleaned with cold soapy water and a brush.		
	Removal of fly posters and other illegal signs - Fly posters and signs which are illegally erected must be removed to ensure the general tidiness and maintenance of the network. This becomes essential if they obscure signs.	Limited to those erected within the public highway or attached to street furniture. Procedure outlined in footnote(1).		Limited to those erected in the public highway or attached to street furniture in accordance with procedure attached at Appendix C.

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	<p>Checking for obstructions to footpaths - Check that footpaths are clear of obstructions, such as scaffolding and debris, and arrange for removal. A vehicle blocking a vehicular access or footpath should be reported to the local police, as they have sole enforcement powers.</p>	<p>Footpaths are accessible for pedestrians.</p>		<p>N/A</p>
<p>1: Letter to be sent to the individual, business or organisation responsible for placing the sign requesting their cooperation by removing with 14 days, 2: Should the sign not be removed pursuant to 1, a follow up letter must be sent upon the expiry of the 14 days giving a further 7 days' notice for removal after which the sign will be removed and returned to store and held for 28 days. 3: A charge of £25 per sign will be levied for the signs to be reclaimed. 4: If the signs are not collected within 28 days then they will be disposed of. 5: Should offenders persist on replacing illegal signs BCC retains the right to take whatever legal action it considers appropriate.</p> <p>2: Charity event signage will only be permitted if a request for permission is made and approved and subject to the sign permit general conditions. All requests must be sent to the Parish Clerk and each request considered on its merits and in light of the general conditions. If a request is approved, the approval letter should be sent to the applicant on Parish Council headed paper.</p>				

TENDER RESPONSE DOCUMENT

Please submit this Tender Response Document and any supporting material by noon on 10 February 2017. Any tenders received after this time will be excluded from the tendering process.

Tenders should be sent to: The Clerk, Hughenden Parish Council, Council Offices, The Common Great Kingshill, High Wycombe HP15 6EN.

Details of Tenderer

Organisation name:
Legal status (sole trader, limited company, etc.):
Company registration number:
Registered address:
Primary business address (if different):
VAT registration number:
Nature of business:
Date of business formation:
Are there any court actions and/or industrial tribunal hearings outstanding against your organisation? Yes / No If yes, please give details on a separate sheet

Number of grounds maintenance employees:
Please state your organisation's experience of working in a Parish Council environment:
Please give details of staff turnover as a percentage of your workforce for the last 3 years.
Please indicate the qualifications of your staff and training which is undertaken by them.
Please provide details of your ability to provide a quick response to the Parish Council to attend the site
Indicate your maximum response times under the following circumstances: Monday – Friday 08.00 – 18.00
If your organisation is part of a larger group or operated on a franchise basis, please give details:
Contact name and position in organisation:
Contact telephone number:
Contact email:

Tender Response

- 1 I/We, the undersigned, hereby offer and agree to carry out and complete all the works as defined in the Services Specification of this Invitation to Tender and to do so in accordance with all relevant regulations and the Contract for the following price:

Organization name:	
Price for Core Services in accordance with the Service Specification (4, 6 & 8 urban grass verge cuts per annum & one off additional cut)	
Hourly/day rate(s) for all Additional Services in accordance with the Service Specification (continue on separate sheet if required):	
Any additional suggestions:	

1. You should indicate whether you are VAT registered. All prices should exclude VAT.
2. I/We understand that Hughenden Parish Council is not bound to accept the lowest or any tender or part thereof and that the Council is not responsible for any expense incurred in preparing this tender response.
3. I/We certify that the pricing in this tender response has not been calculated by agreement or arrangement with any other person, firm, or company and that the amounts tendered have not been communicated to any other person.
4. Details of two referees for whom I/we have provided comparable services within the last three years, and who are prepared to be contacted by the Council, are:

Name: Address: Telephone: Email: Value of contract:	Name: Address: Telephone: Email: Value of contract:
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Signed:	
Name:	
Position:	
Date:	