

# Request for Proposal



**Request for Proposal (RFP) on behalf of UK Research and Innovation (UKRI) – Science and Technology Facilities Council (STFC)**

**Subject: Landscape & Grounds Maintenance**

**Sourcing Reference Number: FM20085**

## Table of Contents

Section	Content
1	<a href="#"><u>About UK Shared Business Services Ltd.</u></a>
2	<a href="#"><u>About the Contracting Authority</u></a>
3	<a href="#"><u>Working with the Contracting Authority.</u></a>
4	<a href="#"><u>Specification and about this procurement</u></a>
5	<a href="#"><u>Evaluation model</u></a>
6	<a href="#"><u>Selection and award questionnaires</u></a>
7	<a href="#"><u>General Information</u></a>
Appendix 'A'	Glossary of Terms
Appendix 'B'	Riparian Survey
Appendix 'C'	Orchid Report
Appendix 'D'	Interior Plants
Appendix 'E'	Tree Surveys
Appendix 'F'	Winter Plan Site Maps

# Section 1 – About UK Shared Business Services

## Putting the business into shared services

UK Shared Business Services Ltd (UK SBS) brings a commercial attitude to the public sector; helping Contracting Authorities improve efficiency, generate savings and modernise. It is our vision to become the leading service provider for Contracting Authorities of shared business services in the UK public sector, continuously reducing cost and improving quality of business services for Government and the public sector.

Our broad range of expert services is shared by our Contracting Authorities. This allows our customers the freedom to focus resources on core activities; innovating and transforming their own organisations.

Core services include Procurement, Finance, Grants Admissions, Human Resources, Payroll, ISS, and Property Asset Management all underpinned by our Service Delivery and Contact Centre teams.

UK SBS is a people rather than task focused business. It's what makes us different to the traditional transactional shared services centre. What is more, being a not-for-profit organisation owned by the Department for Business, Energy & Industrial Strategy (BEIS), UK SBS' goals are aligned with the public sector and delivering best value for the UK taxpayer.

UK Shared Business Services Ltd changed its name from RCUK Shared Services Centre Ltd in March 2013.

## Our Customers

Growing from a foundation of supporting the Research Councils, 2012/13 saw Business Innovation and Skills (BIS) transition their procurement to UK SBS and Crown Commercial Services (CCS – previously Government Procurement Service) agree a Memorandum of Understanding with UK SBS to deliver two major procurement categories (construction and research) across Government.

UK SBS currently manages £700m expenditure for its Contracting Authorities. Our Contracting Authorities who have access to our services and Contracts are detailed [here](#).

## **Privacy Statement**

At UK Shared Business Services (UK SBS) we recognise and understand that your privacy is extremely important, and we want you to know exactly what kind of information we collect about you and how we use it.

This privacy notice link below details what you can expect from UK SBS when we collect your personal information.

- We will keep your data safe and private.
- We will not sell your data to anyone.
- We will only share your data with those you give us permission to share with and only for legitimate service delivery reasons.

<https://www.uksbs.co.uk/use/pages/privacy.aspx>

For details on how the Contracting Authority protect and process your personal data please follow the link below:

<https://www.ukri.org/privacy-notice/>

## **Section 2 – About the Contracting Authority**

### **UK Research and Innovation (UKRI)**

Operating across the whole of the UK and with a combined budget of more than £6 billion, UK Research and Innovation represents the largest reform of the research and innovation funding landscape in the last 50 years.

As an independent non-departmental public body UK Research and Innovation brings together the seven Research Councils (AHRC, BBSRC, EPSRC, ESRC, MRC, NERC, STFC) plus Innovate UK and a new organisation, Research England.

UK Research and Innovation ensures the UK maintains its world-leading position in research and innovation. This is done by creating the best environment for research and innovation to flourish.

For more information, please visit: [www.ukri.org](http://www.ukri.org)

### **Science and Technology Facilities Council (STFC)**

STFC is a world-leading multi-disciplinary science organisation. Their research seeks to understand the Universe from the largest astronomical scales to the tiniest constituents of matter, yet creates impact on a very tangible, human scale.

<https://stfc.ukri.org>

## Section 3 – Working with the Contracting Authority.

Section 3 – Contact details		
3.1.	Contracting Authority Name and address	UK Research and Innovation (UKRI), Polaris House, North Star Avenue, Swindon, SN2 1FF
3.2.	Buyer	Jacob Morris
3.3.	Buyer contact details	<a href="mailto:FMPProcurement@uksbs.co.uk">FMPProcurement@uksbs.co.uk</a> / 01793 867004
3.4.	Estimated value of the Opportunity	£1,400,000 excluding VAT over the duration of the contract.  Estimated £300,000 per annum excluding VAT.  Notwithstanding the annual cost of £300,000, the Contracting Authority reserves the right to maintain a £50,000 provisional sums buffer per annum for any reactive works.  4-year fixed term contract.
3.5.	Process for the submission of clarifications and Bids	<b>All correspondence shall be submitted within the Messaging Centre of the e-sourcing tool. Guidance Notes to support the use of Delta eSourcing are available <a href="#">here</a>.</b> <b>Please note submission of a Bid to any email address including the Buyer <u>will</u> result in the Bid <u>not</u> being considered.</b>

Section 3 - Timescales		
3.6.	Date of posting of Contract advert to OJEU.	Thursday 11 <sup>th</sup> June 2020
3.7.	Date RFP available to Bidders on Contracts Finder	Monday 15 <sup>th</sup> June 2020
3.8.	Site Visit  <b><i>We strongly recommend that you attend a Site Visit in order to gain complete clarity of our requirements and the environment that you will be working in</i></b>	Friday 26 <sup>th</sup> June 2020  <b><i>To book a site visit please submit the name of the individual that wishes to attend through the message function on the Delta Esourcing Portal.</i></b>  <b><u><i>Due to the current Covid-19 situation there can only be one visitor per Company, social distancing measures will be in place during this visit.</i></u></b>

3.9.	Latest date / time RFP clarification questions shall be received through Delta eSourcing messaging system	Wednesday 8 <sup>th</sup> July 2020 at 14:00pm
3.10.	Latest date / time RFP clarification answers should be sent to all Bidders by the Buyer through Delta eSourcing Portal	Thursday 9 <sup>th</sup> July 2020
3.11.	Closing date and time for Bidder to request RFP documents	Wednesday 22 <sup>nd</sup> July 2020 at 13:00pm
3.12.	Closing date and time for Bidder to submit their response ( <b>'the deadline'</b> ).	Wednesday 22 <sup>nd</sup> July 2020 at 14:00pm
3.13.	Notification of proposed Contract award to unsuccessful bidders	Wednesday 12 <sup>th</sup> August 2020
3.14.	Anticipated Contract Award Date	Tuesday 1 <sup>st</sup> September 2020
3.15.	Commencement of Contract	Friday 4 <sup>th</sup> September 2020
3.16.	Completion of Contract	Wednesday 4 <sup>th</sup> September 2024
3.17.	Bid Validity Period	90 Days

## Section 4 – Specification and about this procurement

The grounds Maintenance and Landscaping Services will encompass;

Mowing of areas defined within the Site to an appropriate standard.

Consideration and compliance to any Ecologist reports and recommendations within the grounds maintenance operation.

Sweeping and disposal of grass cuttings litter etc. from pedestrian areas, car park bays, rainwater culverts. Snow clearing, gritting and graffiti removal.

Hedge trimming, to a manageable/maintainable height and size.

Pruning and cutting back of shrubs etc.

Hoe and fork over borders

Weed control of pathways, roadways, fertilise grass areas (as agreed) control moss growth, bark mulch bedding areas.

Maintain sapling/semi mature tree growth, remove lower growth, etc.

Tree surgery required as an additional service.

Leaf clearance from grassed areas, beds and shrubs, service roads, car parks and hard standings.



## **1. Introduction and Background**

UK Research and Innovation (UKRI) - The Science and Technology Facilities Council (STFC) is an independent, non-departmental public body of the Department for Business, Energy and Industrial Strategy (BEIS).

UKRI's head office is in Polaris House in Swindon and is outside the scope of this contract. STFC have facilities at three main sites;

- The Rutherford Appleton Laboratory in Oxfordshire (RAL).
- The STFC Chilbolton Observatory in Hampshire.
- Cosener's House, in Abingdon.

Rutherford Appleton Laboratory is on the Harwell Science and Innovation Campus. RAL employs circa 1200 staff made up of scientists, engineers, support services etc. The RAL site is approximately 35 hectares with 61 buildings on it. Accommodation is provided at Ridgeway House (RAL) and Cosener's House.

Cosener's House is a grade 2 listed building with conference facilities, 50 bedrooms and 5 meeting rooms.

Ridgeway House is a purpose-built accommodation facility with 123 bedrooms.

Chilbolton Observatory is one of the world's most advanced meteorological radar experimental facilities, and is home to the world's largest fully steerable meteorological radar, the Chilbolton Advanced Meteorological Radar (CAMRa).

The Corporate Services Directorate (CSD) provides valuable support to the front-line, scientific activities of the STFC. This support is wide ranging, from the provision of suitable sites, buildings, workplaces and information and communications technology connectivity, through to an exceptionally wide range of business and staff support services.

## **2. Form of Contract.**

The contract will be under NEC 4 TSSC contract. It is intended to contract in a straightforward, collaborative manner. The agreement is detailed in a separate document.

## **3. Grounds Maintenance and Landscaping Services will encompass:**

- Mowing of areas defined within the Site to an appropriate standard.
- Consideration and compliance to any Ecologist reports and recommendations within the grounds maintenance operation.
- Sweeping and disposal of grass cuttings litter etc. from pedestrian areas, car park bays, rainwater culverts. Snow clearing, gritting and graffiti removal.
- Hedge trimming, to a manageable/maintainable height and size.
- Pruning and cutting back of shrubs etc.
- Hoe and fork over borders
- Weed control of pathways, roadways, fertilise grass areas (as agreed) control moss growth, bark mulch bedding areas.
- Maintain sapling/semi mature tree growth, remove lower growth, etc.
- Tree surgery required as an additional service.

- Leaf clearance from grassed areas, beds and shrubs, service roads, car parks and hard standings.

**4. The Service Provider will be required to meet the following criteria:**

- To have in-house Health and Safety advisor/manager and system's, that are externally audited for compliance and standards.
- To have a strong and demonstrable commitment to Health and Safety throughout all aspects of its organisation, this will be particularly important as relates to the provision of robust record management and auditing processes so as to ensure statutory and best practice compliance. This includes the appropriate safety, and skill training/licensing to carryout tree surgery, spraying, chainsaw work etc.
- To provide to the Employer during the course of the agreement, advice, updates and training on Health & Safety generally and as otherwise relate to matters covered within this agreement.
- STFC operate a stringent Health and Safety Management regime, with defined Codes of Practice (SHE Codes) and the supplier is to engage, and adhere to these policies and procedures.
- The majority of SHE codes are available on the following website: Local site regulations and safety in <https://staff.she.stfc.ac.uk/Pages/Codes.aspx> inductions apply. To comply with STFC's security policies and procedures. All operatives including Sub Contractors nominated for this contract are to be security cleared before accessing site. The Service Provider is responsible for escorting duties, including site inductions etc. Any employer escorting will be charged to the Service Provider.
- It is a condition of appointment to this Contract that the Service Provider employs on the Employer's sites, only persons who have satisfactorily completed a DBS (Disclosure and Barring Service) application form and received a DBS Certificate, available on line from [www.gov.uk/government/organisations/disclosure-and-barring-service](http://www.gov.uk/government/organisations/disclosure-and-barring-service). The method the Employer will use to monitor and audit this will be advised during the tender period or before mobilisation.
- The Service Provider will be required to achieve Baseline Security Clearance of all of their operatives and Sub-Contractors. Information on these requirements can be found on the following website  
[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/714002/HMG\\_Baseline\\_Personnel\\_Security\\_Standard\\_-\\_May\\_2018.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/714002/HMG_Baseline_Personnel_Security_Standard_-_May_2018.pdf)
- The provision of a response to site 24 hours a day, 365 days per year.
- TUPE does not apply to this contract.

**5. Site Inspection**

Given the nature of this requirement and the site upon which any successful supplier would be working, we are highly recommending that any interested supplier takes up the opportunity to tour site during the tender timescales. Failure to confirm attendance may mean you will not be permitted on the site tour, dependant on capacity. We cannot support

further site tours for anyone who is unable to attend.

Please note basic PPE is required in order to be able to exit the vehicle during the tour:

- Hard Hat
- Long Sleeve Hi Viz
- Eye Protection
- Safety Footwear

Please note bidders will be limited to 1 attendees given the current social distancing restrictions.

The date of the site tour can be found within Section 3 – Timescales.

If you wish to attend the site tour, please ensure you send a message done via the Message Centre in the Delta Esourcing portal.

During the site tour the host will be unable to answer ANY questions. Should you have further clarification questions from the tour these will need to be taken away and then formally submitted through the Delta Esourcing portal.

**Given the current COVID19 pandemic social distancing restrictions will be in place and further guidance on this will be provided on request to attend. In the event of changes to current Government restrictions it may be necessary to cancel this tour if it is felt that there will be a safety risk to individuals.**

### **Carrying out Works**

The Service Provider is to carry out all Works to the satisfaction of, and in conformity with the reasonable direction of, the Employer.

The Service Provider must at its own expense provide suitably qualified labour and all materials, apparatus and tools necessary to perform the Works and has sole responsibility for the protection and maintenance of that apparatus and those tools. The Service Provider must use appropriate plant and equipment for the task, including safety harnesses, towers, sprayers, etc. This equipment is to have maintenance logs which are available for inspection.

The Service Provider must not use any apparatus or tools provided for use by others on the Site.

The Service Provider is assumed to have full knowledge of the Site and all relevant operation and Maintenance specifications and procedures necessary to perform the Works.

### **6. Site Conditions**

The Service Provider is assumed to have satisfied itself as to access to the Site, the conditions under which Works have to be carried out, the supply of and conditions affecting labour, and all other relevant information and to have entered into this Contract on that basis.

### **7. Working on Site**

The Service Provider must supply competent and fully trained personnel to perform the Works and inform the Employer of their names and of the names of all sub-Service Providers' personnel from time to time. They must clearly identify their competency/qualifications to use equipment that either requires training, license etc.

The Employer has the right on seven (7) days' notice to the Contract Manager to require the removal of any personnel of the Service Provider or of a sub-Service Provider who are, in the opinion of the Employer, unsatisfactory.

The Service Provider must ensure that its personnel and the personnel of any sub-Service Provider have

Clean and protective work clothing displaying the name or recognised logo of the Service Provider or sub-Service Provider as the case may be, and that such uniform is worn at all times while the personnel are on Site and working.

Adequate proof of identity in relation of their business at the Site, and that they carry such identification at all times and produce it on demand.

No pets allowed, no smoking on – site unless in designated areas, no radios etc.

The Service Provider must liaise with any other Service Providers on the Site to ensure that they work together satisfactorily and in a coordinated manner.

The Service Provider must demonstrate a Health and safety culture, through toolbox talks, RAMS, training passport system, avoidance of lone working etc. The Service Provider is to provide first aid training to its employees and evidence of this training is to be available to the client. First aid equipment is to be made available to field workers.

The Service Provider must immediately notify the Employer with full details of any incident on Site involving the personnel of the Service Provider or of a sub-Service Provider which requires the attendance of an emergency service, a utility company, an environmental health officer, the health & safety executive or any other competent authority.

The Service Provider must take all reasonable steps while working on Site to prevent unauthorised persons being admitted to the Site.

## **8. Operating and Maintenance Instructions**

Before commencing any Works the Service Provider must fully acquaint itself with;

All available operating and maintenance manuals in sufficient detail to ascertain the type of landscaping and grounds present and determine suitable methods of maintenance so as to enable the Service Provider to perform the Works. Any existing health and safety files. Assess equipment to be used, training, method statements etc.

## **9. Safety Precautions**

Prior to the commencement of Work, the Service Provider must submit and have approved Method Statements and Risk Assessments in place and to include escalation processes and contact details. The Service Provider is responsible for providing and maintaining all security and protective barriers in relation to the performance of the works necessary to

protect all persons including owners and occupiers of adjacent property, members of the public and others from injury during the execution of the Works.

The Service Provider must not isolate or otherwise interfere with life safety systems without prior written approval from the Employer.

When the Works may involve the presence of flame or sparks the Service Provider must obtain a 'Hot Work Permit' from the Employer, comply with its conditions and safeguard and take all necessary precautions against damage by fire or explosion.

Petroleum products and other inflammable or vaporising liquids, gases, solids and hazardous chemicals must only be used in accordance with applicable regulations. When equipment and vessels containing those items are not in use they and their contents must be removed to a safe place for storage.

Where the Works involve working in a confined space (as defined in the Confined Spaces Regulations 1997) the Service Provider must at all times observe, perform and comply with the legal requirements set out in these Regulations (including making a suitable and sufficient assessment of the specific risks arising from working within the confined space, implementing a Safe System of Work, having appropriate procedures for supervision and rescue arrangements, and providing suitable training to operatives).

The Service Provider must at all times keep the Site free from surplus materials, rubbish and debris and on completion of any Works (and also on termination of the Contract) remove all Service Provider's equipment and leave the Site in a clean and workmanlike condition to the satisfaction of the Employer.

#### **10. Materials, Goods and Workmanship.**

All parts and materials supplied as part of the Works become the property of the Employer.

The Service Provider must make no alteration to the scope of any Works without the written consent of the Employer.

All materials and goods used in the Works must be of good quality, suitable for their purpose, not deleterious and as specified or otherwise approved by the Employer.

All Works must be carried out in a good and workmanlike manner, conform to then current British Standard Specification or appropriate European Directive or Regulation and the recommendations of relevant codes of practice, including methods of testing.

The Service Provider is to ensure that Employer has the benefit of all available warranties and guarantees.

The Service Provider will draw up work schedules and instructions for the prior approval of the Employer with such documentation to be kept up to date and modified by the Service Provider as required. These instructions will detail the duties and responsibilities of each gardening post together with the details of cyclical items of the Works. This will include detailed method statements of how each item of landscaping and grounds maintenance will be carried out and a list of all cleaning agents, plant feed, fertilizers, weed killers and chemicals that will be used together with such supporting information as is required to comply with COSHH Regulations. The Service Provider will specifically state how full

compliance with the COSHH Regulations will be achieved.

Prior to commencement of the Works the Service Provider will fully acquaint itself with all the landscaping and grounds present at the Site together with any manufacturers' literature and maintenance manuals pertaining to these plants and finishes.

The Service Provider will provide with its Method statement full manufacturer's certification of the products proposed to be used at the Site. The Service Provider will provide re-certification quarterly or whenever requested by the Employer's Representative.

The correct Signage is to be displayed by the Service Provider in compliance with Safety Sign Regulations.

The cost of remedying any damage caused by inappropriate methods or the use of appropriate materials or chemicals or their application shall be recoverable from the Service Provider.

If, during the course of its work, the Service Provider observes evidence of pests such as ants, cockroaches, mice, rats, cats, pigeons, etc. (especially when working in areas not normally accessible to other staff, e.g. ducts, plant rooms, services voids, etc.) such evidence should be reported promptly to the Employer.

If, during the course of its work, the Service Provider becomes aware of defects or matters requiring attention which are relevant to disciplines other than its own such instances should be reported promptly to the Employer.

The Service Provider shall on no account use the fire equipment (of any description) situated on the Site as a source of water nor shall he obtain supplies of water from any other source other than those sanctioned by the Employer.

The Service Provider shall keep all such equipment in good repair and safe condition and ensure that all electrical equipment is repaired and regularly tested by a competent, qualified person in accordance with statutory obligations. Copies of all such equipment test and maintenance records will be required to be maintained up to date at the Site.

#### **11. Waste Management**

All reasonable efforts will be made to minimise waste and the Service Provider shall provide facilities to maximise opportunities for re-cycling. If the Site produces specialist and hazardous waste products, including Japanese knotweed, the Service Provider will ensure that these are disposed of using licensed waste disposal Service Providers and those records are kept and made available for audit.

The Service Provider will implement a waste management and recycling process for the waste and recycling media arising from the Works and their access to the Site, compliant with Legal Obligations, the Employer's policies. This will include but may not be limited to:

- Identification of all waste streams on Site
- Dealing with waste streams in the appropriate manner
- Segregation of waste streams

- Collection and storage in appropriate receptacles
- Removal from Site by appropriately licensed Service Providers
- Retention of documents relating to the inventory, storage and transportation of waste/recycling in accordance with both Legal Obligations and the Employer policies.

## **12. Ecologist Report and Mitigation Plan.**

It is the responsibility of the Service Provider, to appoint an Ecologist, to provide an Ecologist report and incorporate into their maintenance plan, schedules and method statements, the recommendations and management processes made in the Ecologist Report and Tree Surveys. The role of the clients appointed Ecologist, is to assess and advise on an on-going basis the impact of the development and to provide advice how to mitigate. This advice will include appropriate seasonal grounds maintenance schedules, and specific requirements that the Grounds Maintenance Service Provider will have to comply to.

The Ecologist report and plan, will illustrate areas that can be maintained as scheduled, and also areas that have particular requirements, that may need approval/permission before proceeding. The Service Provider is to adhere to this process. These will be identified on the plan, and will have specific considerations i.e. boundaries around animals set etc.

## **13. Contract Manager**

The Service Provider must provide the services of an experienced and competent person as Contract Manager to supervise the execution of the Works, among whose duties are:

- quickly to become familiar with the site
- liaise with the Employer's Representative in the development of an effective landscape and grounds maintenance service at the Site and shall be responsible for providing regular reviews of new landscaping and grounds maintenance techniques, training and equipment which may be relevant to the Site;
- to maintain an effective liaison between the Employer and the occupants of each Site;
- to ensure that all required records are maintained;
- to provide monthly status reports in which should be indicated in advance the need for major Repair related to the maintenance schedule requirements;
- to attend monthly meetings with the Employer; and
- To receive and implement within the terms of the Contract all relevant instructions.
- The Contract Manager will further arrange for Employees to receive regular training, compatible with the latest standards applied in the horticultural industry. The Service Provider acknowledges that regular training of site staff is an essential element of this Contract and will provide details of training programmes and records of attendance for each individual assigned to the site. The training programmes will

be in accordance with best practice in the horticultural industry.

The Contract manager will be required to be qualified as a SMSTS qualified contract manager <https://www.citb.co.uk/standards-and-delivering-training/site-safety-plus-ssp/courses-available/site-management-safety-training-scheme/>

The Contract Manager will be able to attend Site within 24 hours of a request to do so by the Employer.

The Service Provider must give notice to the Employer of the name of the Contract Manager and ensure that they or a replacement of comparable ability and qualification is available at all times.

The Service Provider agrees that any instructions given to the Contract Manager by the Employer are effectively given to the Service Provider.

#### **14. Personnel**

The Service Provider shall provide a team of high-quality Personnel to be assigned to the Site. Full time Employees must be exclusive employees of the Service Provider and must not be removed, replaced or reassigned without prior consultation with the Employer or the Employer.

The Employer will conduct pre-employment screening and interview of potential Employees prior to assignment to the Site (See above).

No Employee will be assigned to the Site until the Service Provider has possession of documented evidence of satisfaction relating to references and integrity and the written approval of the Employer or Agent. All Personnel assigned to the Site will need to have received the correct level of training from the Service Provider to execute the Works to the required standard. Evidence of such training and achievement of proficiency by Personnel is to be presented to the Employer on request.

The Service Provider shall take all steps to ensure the continuity of Personnel performing Works at the Site.

The Service Provider must ensure that sufficient manpower is available to support proper execution of the Works at the Site at all times. In the event of sickness and/or unscheduled absences the Employer will be advised of any necessary changes in manning levels. The Service Provider must undertake to cover all absences with trained Personnel.

The Service Provider will ensure that all Personnel act at all times honestly and reliably.

All Personnel will be required to wear a photographic identity card, provided by the Service Provider, to be displayed at all times and to be located on the uniform in the region of the breast- pocket.

Any Personnel considered by the Employer's Representative to be unsuitable in the skill in which they are employed will be taken off the Works and replaced by an Employee with suitable skills.

The Service Provider shall ensure that all Employees are properly and fully instructed as to the fire precautions, asbestos awareness, security requirements and safety procedures



that pertain to the Site and as detailed in the attached appendices.

The Service Provider shall recognise that any participation by any of its Employees in any industrial action or industrial relations activity on or adjacent to the Site, or in any way which causes direct or indirect disruption to the residents of the Site, the Employer or the Employer's Representative; or in any way which causes public embarrassment will not be acceptable and will entitle the Employer to require the immediate replacement of the Employees concerned and/or to terminate the Contract with immediate effect.

### **15. Working Hours and Attendance on Site**

Where possible all Works are to be carried out during normal working hours as defined in the Service Level Requirements or at times agreed in writing with the Employer.

The Service Provider shall take all necessary precautions to prevent any disturbance, inconvenience or nuisance to the residents of the Site, the users and occupiers of adjoining building and to the public in general.

The Service Provider shall respect the privacy of all residents on the Site and, wherever possible, shall liaise with such residents to ensure that any required access to their demised areas causes the minimum of inconvenience.

Attendance of the Service Provider on Site is to be by arrangement with the Employer. All those working for the Service Provider or its sub-contractor must on arrival at the Site report to the Site Security Control and sign the visitor's book at the start and finish of their periods of work. Additionally the Service Provider must provide details in the 'Landscaping and Ground Maintenance Services Log Sheet' the reason for their attendance.

The Employer on a quarterly basis will undertake a review of manning levels. The Service Provider will need to be sufficiently flexible to accommodate alterations in the pattern of cover and in the Specification should the need arise for such a review.

### **16. Records**

The Service Provider is responsible for the compilation and upkeep of Grounds Maintenance Site records and logbooks as detailed in the Service Level Requirements.

Site records for all Routine Maintenance and Reactive Maintenance activities will be kept for each site utilising a computerised maintenance management system.

All Works including emergency attendances, and relevant notes, and recordings about the operation i.e. tree safety work, must be clearly and legibly noted in the relevant logbooks. All entries must be dated and signed and uploaded to the computerised maintenance management system.

Where the Service Provider issues attendance and work report sheets these are to be countersigned by the Employer and entered in the relevant logbook.

All statutory compliance and maintenance documentation is to be provided in soft copy with a hard copy to be held in the appropriate on-site Logbook for the relevant Site.

### **17. Emergency Call-Out to Breakdown or Similar Defects**

The Service Provider must provide 24 hour cover every day of the year in case of emergency via a nominated procedure, to be agreed with the Employer and despatch to the Site promptly (and in any event within the period from receipt of call to attendance on Site that is stated in the Service Level Requirements) suitably qualified labour to undertake any necessary works. The Service Provider must make the Site safe and use all reasonable endeavours to restore the service as soon as practicable.

The Service Provider must on completion of work inform the Employer of the nature of the problem, of what the Service Provider has done to remedy it and of any difficulties encountered.

If any emergency Works are not carried out in the period specified by the Service Level Requirements without adequate prior explanation others may be instructed to carry out the works and the cost so incurred is to be paid by the Service Provider immediately on demand.

In the unlikely event of emergency attendance outside of normal working hours, the Service Provider may purchase replacement parts and components to an aggregate value of £300 (Three hundred Pounds) without the prior consent of the Employer to enable a 'first fix' emergency repair to be effected. This must be notified in writing as soon as is practicable to the Employer.

### **18. Defects**

If at any time up to 12 months after the earlier of the end of the Contract Period or termination of the Contract any Works are found to be defective or not in accordance with the Contract then, as soon as reasonably practicable after notice from the Employer specifying the defects, the Service Provider shall remedy the defect or make the Works accord with the Contract Documents at its own cost to the Employer's reasonable satisfaction.

### **19. Variations and Alterations**

During the term of the contract the schedule of Sites may be amended. The employer reserves the right to add or omit sites and elements/schedules, with agreed amendment to the contract sum based upon the tender submission, without affecting the Service Provider's obligation under the contract or their intent of the contract.

Where Additional Works are carried out or the schedule is otherwise modified or extended by the Employer the Contract is to apply to the schedule as so modified or extended with such amendment to the Contract Sum as is reasonable and which, if not agreed between the Parties within 30 days of completion of the Additional Works or other modification or extension, is to be referred to Adjudication.

### **20. Provisional Sums**

Where provisional sums are included in the Contract Documents, such sums are at the disposal of the Employer and shall only be used if the Employer so instructs in writing, these will not be guaranteed sums payable under the contract.

### **21. Legal Obligations**

The Service Provider must at all times observe, perform and comply with all applicable

## Legal Obligations

Where the Construction Industry Scheme applies to this Contract the Parties are to comply with it.

Without prejudice to the generality of the foregoing the Service Provider must observe, perform and comply with all the relevant provisions of the following together any amendments thereto:

- Management of Health and Safety at Work Regulations 1999
- Workplace (Health, Safety and Welfare) Regulations 1992
- Personal Protective Equipment (PPE) Regulations 1992
- Provision and Use of Work Equipment Regulations (PUWER) 1998
- Manual Handling Operations Regulations 1992
- Health & Safety (First Aid) Regulations 1981
- The Health & Safety Information for Employees (Amendment) Regulations 2009:
- The Employers' Liability (Compulsory Insurance) Regulations 1998:
- Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR)
- The Control of Noise at Work Regulations 2005
- Electricity at Work Regulations 1989
- Requirements for Electrical Installations : IET Wiring Regulations BS 7671 : 2008 incorporating Amendment No.1 : 2001 (BS767 : 2008 + A1 : 2011)
- Control of Substances Hazardous to Health Regulations 2002 (COSHH)
- Chemicals (Hazard Information and Packaging for Supply) Regulations 2009
- Construction (Design & Management) Regulations 2007
- The Gas Safety (Installation & Use) Regulations 1998
- Health & Safety at Work Act 1974
- The Control of Asbestos Regulations 2012
- Lifting Operations & Lifting Equipment Regulations 1998 (LOLER)
- The Environmental Protection Act 1990
- The Fire Safety (Employees' Capability) (England) Regs 2010
- The Control of Legionella Bacteria in Water Systems ACOP & Guidance L8.
- The Health & Safety (Safety Signs and Signals) Regulations 1996

- Health & Safety (Employee Consultation) Regulations 1996
- The Confined Spaces Regulations 1997
- Wildlife and Countryside Act 1981
- BALI – British Association of Landscape Industries
- A member of the register of sprayers (NROSO),
- CHAS (Service Providers Health and Safety Assessment Scheme)
- A registered SAFE Service Provider.
- Corporate Social Responsibility (CSR)
- The Service Provider will be expected to embrace the spirit of the law, follow ethical practices, take responsibility for its actions and promote a positive impact on its Employer, its employees, communities and the public. It should incorporate self-regulating systems to ensure its commitment to energy conservation and prevention of pollution. The aim will be for a safe, reliable, low whole-life cost operator with clearly stated targets for improving standards, reliability, rationalising its supply chain and reducing carbon emissions associated with the Contract. It should show consideration for other users of the Site, neighbouring properties and the public.

## **22. Accreditation**

The Service Provider must provide to the Employer and keep updated the following information:

- A copy of the Service Provider's policy statements concerning the Health & Safety at Work Act 1974 and in particular Health, Safety & Welfare in connection with the control of dangerous substances, fuels, oils, weed control chemicals, etc. and confirming that all the Service Provider's employees have been made aware of their responsibilities under the Act.
- Appropriate accreditation, and pre-qualification of a Professional Body i.e. Construction Line, British Association of Landscape Industries (BALI), Safe Service Provider etc.
- Staff qualifications are now RHS NVQ levels 1-3.
- Terrain driving qualified, Lantra, [www.lantra.co.uk](http://www.lantra.co.uk) NPTC and City and Guilds <https://www.nptc.org.uk/qualifications> aimed at the landscape sector.
- Apprenticeship schemes.
- As there is often construction work taking place at RAL all staff are to be CSCS certified. <https://www.bali.org.uk/lisscscs/about-rolo/>
- Site supervisors to be SSSTS trained <https://www.citb.co.uk/national-construction-college/health-and-safety-courses/site-supervisors-safety-training-scheme-sssts/>

- Any plant/ ride on machinery operators to have safety critical medicals

### **23. Assignments and Sub-Contracts**

The Service Provider must not assign the benefit or burden of this Contract.

The Service Provider must not, without prior written consent of the Employer (whose discretion is absolute), sub-contract or otherwise allow any third party to carry out any of the Works.

Where such consent is given the Service Provider may only appoint specialist sub-Service Providers who are qualified to operate, repair and replace Plant in accordance with the manufacturers operating and maintenance instructions, the sub-Service Providers must comply with the terms of this Contract and the Service Provider remains liable for the performance of the Works.

### **24. Service Provider's Default**

If the Service Provider fails to observe or perform any material term of the Contract and either cannot remedy it or fails to remedy it within seven (7) days of notice to remedy it from the Employer, then the Employer may forthwith terminate the Contract, and employ another Service Provider to carry out the Works and the costs, charges and any other expenses so incurred by the Employer shall be set off against any monies due on any account whatsoever to the Service Provider and the Employer or such other Service Provider may have free use of so much of the Service Provider's equipment as may be on the Site from time to time.

### **25. Obligations of the Employer**

The Employer is to use its reasonable endeavours to procure that the Service Provider and others authorised under this Contract have free use of water, gas and electricity on the Site and access to the Site at all reasonable times to enable the Service Provider to carry out its obligations under this Contract.

### **26. Grounds Maintenance Specification**

The scope of work includes maintenance of lawns, beds, hedges, trees, hard surfaces, litter and leaf clearance; sports field maintenance, the planting and maintenance of seasonal plants in beds, containers and hanging baskets, interior plant maintenance and ecology reports/management.

### **27. Operative restrictions**

The following restrictions shall apply:-

- The Service Provider shall ensure that all works proceed so as to cause the minimum of inconvenience to the staff, neighbours and visitors. Prior to the commencement of any works which are likely to cause disruptions (e.g. noise) the Service Provider shall agree programmed times with the STFC Contract Manager.
- No excessively noisy power tools will be permitted within the Contract Area. Exceptional operations where such may be required need to be approved and

programmed at times acceptable to the STFC Manager.

- Protective clothing shall be provided by the Service Provider, in accordance with the Contract Conditions.
- The wearing of smart shorts will be permitted during hot weather by prior consent of the STFC Contract Manager. Shirts must be worn at all times. Operatives must be suitably dressed at all times and may only enter buildings suitably attired.
- Waste and arising's from the works
- The Service Provider shall ensure that all sites are maintained in a clean and tidy condition at all times. Action shall be taken throughout the Works to prevent waste, rubbish and arising's from collecting and causing obstruction, nuisance or safety/health hazards. Responsibilities include:-

### **28. Compostable Waste**

The collection and management of all compostable waste from all sites within the contract.

Processing all compostable garden and landscape waste through a shredding machine as appropriate and composting in Windrows as directed and using the output material within the site as soil improver/topdressing as instructed.

### **29. Non-Compostable Waste**

Managing all waste within the responsibility of this contract effectively so as to minimize the quantity sent to landfill. This will involve recovering material in a number of waste streams including recycling, composting, energy recovery.

The Service Provider shall provide and execute a Waste Minimisation and Management plan that meets these objectives in an appropriate sustainable manner and at no additional cost.

Litter and other extraneous waste shall be collected into refuse sacks, secured, closed and deposited at the agreed waste disposal point (adjacent to the compactor). The Service Provider is to provide all refuse sacks required to execute this duty including placement in litter bins.

The Service Provider shall comply with all statutory and other provisions to be observed and performed in connection with the disposal of waste.

### **30. Power and Water**

Small power i.e. 240V 13 Amp socket outlets etc. and water is available and provided free of charge by STFC. Any special power, water or temporary lighting requirements shall be provided by the Supplier.

### **31. Advertising**

Other than marked vehicles and work wear, the service provider shall not be permitted to display any form of advertising whatsoever within or near to the Contract Area.

### **32. Contract Labour, Staffing and Personnel**

The grounds are the showpiece of the laboratory and it is required that these are maintained to a high standard. Only skilled labour will be used. Work will be to recognised horticultural/arboricultural standards using current best practice whilst observing, where practical, sustainable methods and cultural techniques. Staff will be qualified to the following standards:-

- Operatives: amenity horticulture NQF Level 1 and relevant vocational qualifications
- Skilled gardeners/arboriculturists and supervisors: amenity horticulture NQF Level 2 and relevant vocational qualifications
- Managers and above: amenity horticulture NQF Levels 3 and 4

The Contracting Authority are willing to accept any equal or equivalent qualifications to those listed above

### **33. Pesticides and Herbicides**

All maintenance operations shall be carried out in a sustainable manner with due regard to the protection and conservation of the environment.

- Exceptionally, the Service Provider may be required to use pesticides. The Service Provider is required to carry out these duties with skilled staff and to ensure that his staff apply only approved pesticides and use only such methods of application for which they hold relevant certificates of competence.
- The Service Provider shall comply with all Statutory Regulations and Codes of Practices and other provisions to be observed and performed in connection with the application of Pesticides carried out under this Contract.
- The Service Provider shall provide copies of the certificate of competence held by staff to the Contract Manager for approval before commencing application.
- On completion of pesticide treatments, copies of completed spray logs will be provided to the STFC Contract Manager.

### **34. Use of Chainsaws**

The Service Provider is required to carry out these duties with skilled staff and to ensure that his staff holds the relevant National Proficiency Tests Council (NPTC) or their equivalent certificates of competence. Copies of the certificate of competence held by staff shall be submitted to the STFC Contract Manager for approval.

### **35. Mature Tree Pruning**

Mature tree pruning works will be ordered at the discretion of the STFC Contract Manager. The Service Provider will be requested to obtain competitive quotations as necessary. Normally three specialist quotations are sought and the Service Provider will be paid for this work under the terms of the contract.

### **36. Orchid Management**

The Service Provider shall instruct an approved independent orchid surveyor/consultant to inspect and report on orchids growing within the lawns at the laboratory as detailed in the

brief given at **Appendix 2**. Copies of the orchid surveyor/consultant's report shall be submitted for approval to the STFC Contract Manager along with a method statement and work plan for the season that incorporates the recommendations given.

The Service Provider shall ensure the practice of the plan is followed and the orchids are retained and in a suitable condition.

The Cosener's House and the "Grotto" are Listed Buildings and come within a Conservation Area. The Service Provider will be required to ensure the Local Planning Authority is informed and appropriate approvals are obtained before proceeding with any works, including tree works that require such approvals.

### **37. General Maintenance Requirements**

All operations shall comply with BS 4428, 7370 and with the following clauses set out in this Contract.

All maintenance operations shall be carried out in a sustainable manner with due regard to the protection and conservation of the environment including local flora and fauna. The Service Provider's attention is drawn to extensive colonies of wild orchids on site; maintenance of grass areas containing orchids will be in accord with the recommendations of the specialist to ensure these are retained and enhanced.

Maintenance operations shall be programmed to avoid disturbing nesting birds and mammals etc.

The Service Provider shall ensure that staff employed use, where practical, organic methods of maintenance and cultural techniques on all sites within the scope of this contract.

### **38. Maintenance of Grass Areas (BS7370 Category C1 & F) (Grass Cutting General)**

The Service Provider shall maintain grass areas to the standards shown below.

The Service Provider shall inspect all areas before commencing grass cutting and shall remove and dispose of all litter, stones and other debris which might cause personal injury, damage to machinery, equipment or installations.

No operation shall be carried out when weather or soil conditions are unsuitable. The Service Provider shall be responsible for making good any damage or defect caused by working when conditions are unsuitable.

Once grass cutting has commenced on an area, it shall be completed without delay and in one continuous operation.

Grass cutting machines shall be appropriate for the size of the area being maintained and the standards of finish specified. Inaccessible margins, corners and the like shall be maintained to the same standard by other suitable equipment.

Cutters on all mowers shall be sharp, properly set and shall cut the sward evenly and cleanly.

Unless otherwise specified, excess arising from grass cutting operations that may smother turf or liable to be walked into buildings along with those scattered on roads, paths



and the like shall be collected, removed and disposed of the same day as the grass is cut.

All growth at and around obstructions in grass areas or abutting walls, fences etc. and grass overhanging edges of flower beds, shrubberies, mowing margins and the like shall be cut on each occasion that the grass is cut. All arising's from this operation shall be collected, removed and disposed of the same day as the grass is cut.

Where the grass abuts a horizontal hard surface and the overhang of grass exceeds 50mm, the Service Provider shall cut back the grass to the edge of the hard surface without forming a channel, using an approved edging tool, cutting straight lines or smooth curves as appropriate. All arising's from this operation shall be collected, removed and disposed of the same day as the grass is cut.

### **39. Grass Cutting Standards**

**Grass shall be maintained to the following standards**

#### **Fine Grass (BS 7370 Category C1)**

The frequency of cutting shall be regulated so that the height of grass shall not exceed 50mm at any time. Machines shall be adjusted to a 20mm height of cut. All arising's are to be collected and removed. The finish shall be even, regular and free from ribbing. Edges, around obstructions, base of fences, walls, banks, etc. shall be maintained to the same standard and frequency.

#### **Short Grass (BS 7370 Category C2)**

The frequency of cutting shall be regulated so that the height of grass shall not exceed 50mm at any time. Machines shall be adjusted to a 20mm height of cut. The finish shall be even, regular and free from ribbing. Edges, around obstructions, base of fences, walls, banks, etc. shall be maintained to the same standard and frequency. All arising's are to be collected and removed.

#### **Medium Grass (BS 7370 Category D)**

The frequency of cutting shall be regulated so that the height of grass shall not exceed 150mm at any time. Machines shall be adjusted to a 60mm height of cut. Arising's shall remain on the ground. The finish shall be even, regular and free from ribbing. Edges, around obstructions, base of fences, walls, banks, etc. shall be maintained to the same standard and frequency.

#### **Rough Grass (BS 7370 Category F)**

Grass shall be cut when growth reaches 250mm and reduced to 125mm with suitable equipment that gives an even, regular finish. Arising's shall remain on the ground. The finish shall be even, regular and free from ribbing. Edges, around obstructions, base of fences, walls, banks, etc. shall be maintained to the same standard and frequency.

### **40. Cultural Techniques**

Carry out suitable cultural techniques to maintain throughout the year a vigorous healthy safe sward, substantially free of pest, disease & weeds.

On fine grass areas, cultural techniques shall include mowing, rolling, aeration,

harrowing/drag brushing, fertiliser treatments, top dressing, over seeding, pest, weeds and disease control.

On all other grass areas, suitable cultural operations shall be carried out to ensure an appropriate dense safe sward, substantially free of pest, disease and invasive and proscribed weeds including Ragwort, Himalayan Balsam and Japanese Knotweed.

#### **41. Sports Areas – General**

All sports facilities are to be maintained to the standard required by the relevant sport's governing body and shall be fit and suitable for its intended use.

Maintenance standards for sports pitches are to extend at least 2m outside the boundary of the pitch. To ensure player safety, the Service Provider shall remove all stones, animal faeces and glass etc. from the playing areas.

Where practical all grass cutting and maintenance operations should precede pitch marking. Any markings impaired by cutting or work operations shall be remarked.

Damaged and unserviceable items will be reported in writing to the STFC Contract Manager who will arrange for replacements.

#### **42. Sports Areas – Maintenance**

Sports pitches shall be maintained in a safe, fit and suitable condition appropriate for the designated sporting activities.

Throughout the year all football pitch areas shall be maintained with a height of cut between 25mm and 60mm removing excess arising as required. The turf shall be kept free of weeds.

During playing season all pitches shall be aerated, harrowed and rolled when weather conditions allow and at sufficient frequency to ensure true playing surfaces fit for purpose.

On occasions the Service Provider may be required to spike the goalmouth and other areas using a hand fork to aid aeration/assist drainage; on completion, these areas shall be left level and suitable for play.

Immediately after matches the Service Provider shall replace all divots in the playing area and carry out cultural STFC techniques to ensure true adequate playing surfaces.

Prior to the first match of the season the following works shall be carried out:

Set out and mark pitches in accord with the current regulations for the appropriate sport

Pitches are to be marked and over-marked using whitening compound approved for use on sports pitches

End of season renovation works on all pitches will include harrowing, spiking followed by re- seeding or turfing of worn areas; watering of newly turfed and seeded areas during periods of dry weather. Turfing will normally be goal mouth areas and severely worn areas to the centre of pitches.

#### **43. Cultural Techniques**

The Service Provider shall carry out suitable cultural techniques to maintain throughout the year a vigorous healthy safe sward, substantially free of pest, disease, weeds and able to withstand the intended use, including the occasional special events.

Cultural techniques shall include but not be limited to mowing, rolling, aeration, harrowing/drag brushing, fertiliser treatments, top dressing, over-seeding, pest, weed and disease control. Pests such as rabbits and moles are excluded, activities of these shall be reported to the STFC Contract Manager.

Renovations shall include but not be limited to removal of debris, forking out, minor ruts, cutting and clearing excess grass, aeration, harrowing, top dressing, turfing, over-seeding etc.

#### **44.Preparation for Play**

Over mark pitches at least once a week and not earlier than 24 hours before each match.

Maintenance of flower, shrub beds, trees, hedges, plant containers & hanging baskets

#### **45.General**

The Service Provider shall maintain flower, shrub beds, trees, hedges & plant containers to the standards shown below.

No operation shall be carried out when weather or soil conditions are unsuitable. The Service Provider shall be responsible for making good any damage or defect caused by working when conditions are unsuitable. During maintenance operations, the Service Provider shall remove and dispose of all litter, leaves, stones and other debris keeping the beds in a neat and tidy condition.

The Service Provider shall carry out suitable cultural techniques to shrub beds, trees, hedges & plant containers to maintain throughout the year an effective display, substantially free of pest, disease, weeds to the standards described in BS7370: Part 4, Section 4. Cultural techniques shall include mulching, watering, fertiliser treatments, top dressing, pest, weed and disease control.

#### **46.Pruning**

The Service Provider shall prune and maintain shrubs and herbaceous plants so as to ensure an even dense cover, the correct balance of plants and to the designer's intentions. In all cases dead, diseased and damaged material shall be removed together with any shoots growing out over paths, roads, seats etc. and those obscuring lights, signs and sight lines.

Pruning shall be carried out by skilled labour only.

All tools shall be kept sharp and properly set. Hedge cutters shall not be used on shrubs.

All cuts shall be made cleanly and without tearing.

Pruning shall be carried out in accordance with current correct horticultural practice to form a natural informal shape as appropriate for the species being pruned, at the correct season, to the designer's intentions and with the prior approval of the STFC Contract

Manager.

#### **47. Bed Maintenance**

The Service Provider shall maintain all flowerbeds, shrub beds and hedge bases in a weed free condition. The surface of the soil/mulch shall be kept cultivated to a medium tilth and cambered to an even convex profile. The edges shall be kept 30mm below the level of the surrounding grass areas or hard surfaces. Herbicides shall not be used without the approval of the STFC Contract Manager. Shrub beds shall not be dug with a spade. All self-set tree and shrub saplings that are not part of the original design shall be removed along with its root system.

Once weeding of beds has commenced on an area, it shall be completed without delay and in one continuous operation.

All beds shall be maintained to correct horticultural practices, at the appropriate season to ensure an effective display, even dense cover, the correct balance of plants and to the designer's intentions. Maintenance shall include formative pruning, dead heading, and provision of supports, trimming of excess growth, tying in of plants including climbing and wall plants, lifting and dividing plants, removal of dead and dying stems, control pest and disease.

Maintain wall and climbing plants on buildings to ensure adequate clearance around windows, light and other fittings and gutters as required by the STFC Contract Manager.

#### **48. Seasonal Bedding**

Seasonal Bedding plants shall be planted to designs and layouts approved by the STFC Contract Manager and maintained to ensure healthy development of plants and effective floral display.

Maintenance shall be as described in BS 7370: Part 4 Section 4 and include watering, feeding, dead heading, pruning, mulching, provision and installation of supports etc. as necessary.

Floral displays shall be regularly changed, at appropriate frequencies and seasons, to ensure effective display at all times.

#### **49. Plant Containers & Hanging Baskets**

All plant containers and hanging baskets shall be maintained to ensure healthy development of plants and effective floral display

Containers and hanging baskets shall be planted to designs and layouts approved by the STFC Contract Manager.

Maintenance shall be as described in BS 7370: Part 4 Section 4 and include watering, feeding, dead heading, pruning, mulching, provision and installation of supports etc. as necessary.

Floral displays shall be regularly changed, at appropriate frequencies and seasons, to ensure effective display at all times.

Location of Containers and hanging baskets are given at **Appendix 3**.

## **50. Interior Plant Displays**

Maintain interior plant displays in buildings as detailed on Drawings given in **Appendix 3** to ensure effective display. Maintenance shall be at least a 14-day cycle and shall include:-

Watering, feeding, dead heading, pruning, mulching, pest and disease control, provision and installation of supports etc. as necessary.

Replacement of plants when the current displays become tired and before they fall as required to ensure effective display at all times.

## **51. Hedges**

Maintenance shall be as described in BS 7370: Part 4 Section 4.

Hedge trimming shall be carried out by skilled labour only using hand tools or handheld mechanical trimmers to even height and lines as directed by the STFC Contract Manager.

Hedge trimming shall not be carried out during the bird nesting season without the prior approval of the STFC Contract Manager.

Hedges shall be maintained at a frequency to ensure that new growth does not exceed 150mm. This frequency shall at least be equal to two cuts per season. Sides and top of the hedge shall be cut back to the previous season's growth.

When cultivating the base of single-species e.g. privet, box, beech, yew or thorn, foreign species shall be eradicated (e.g. wild creepers, elder).

Pest activity under hedges (e.g. rabbit burrows etc.) shall be reported to the STFC Contract Manager promptly.

The cultivated area shall not exceed 300mm beyond the base of the hedge.

## **52. Topiary Work**

Topiary shall be maintained to the designs required by the STFC Contract Manager and at a frequency to ensure that new growth does not exceed 70mm. The frequency shall at least be equal to four cuts per season. General requirements for hedge maintenance shall also apply to topiary work.

## **53. Tree Care**

### **Young Tree Maintenance**

Maintenance shall embrace all cultural operations to ensure the health and vigour of the trees and include the following:-

- Inspect stakes at least every 6 months to ensure the trees are upright, developing correctly and adequately supported and that tree ties are correctly fitted.
- Replacement of damaged, broken or unsuitable stakes and ties with equivalent types as necessary.
- Removal of stakes as and when deemed necessary.
- Formative pruning including removal of epicormics shoots, competing leading

stems, crossing branches, deadwood and the like.

- Removal of all weeds from around the base of the tree to a radius of 500mm, by hand and/or chemical means as appropriate and approved.
- The watering of vulnerable stock during drought conditions.
- Where tree bases are mulched that the depth of mulch is maintained at least 75mm, when consolidated.
- The reporting of any defects requiring further action including maintenance and other damage.

### **Semi mature and Mature Trees**

The contract area contains sites with a significant number of trees that require routine maintenance to ensure safety of personnel and property. Onsite monitoring and routine tree maintenance will include but not be limited to the following:-

- The clearance of any fallen and or storm damaged trees, limbs etc. up to 400mm diameter and the making safe of any larger trees, tree limbs etc. (The removal of trees and tree parts over 400mm diameter shall be ordered by the STFC Contract Manager).
- The removal of basal and epicormics growth with appropriate hand equipment, from around tree bases and on the main bole of mature trees and to a height of 3m above ground level, or up to the first major branches. No growth shall exceed 300mm long before being removed.
- Regular crown lifting operations to ensure sufficient clearance heights of up to 3m over footpaths and 5m over roads and up to 2m over and adjacent to security fences and boundary walls unless otherwise instructed. Sufficient un-obscured clearance around lights, signs and sight lines etc. shall also be maintained.
- The removal of hazardous deadwood or damaged/diseased material that is a significant risk to property and personnel and over paths, roads, seats, adjacent grass areas etc.
- The Service Provider shall carry out an annual inspection of trees and submit a report to the STFC Contract Manager including date of the survey; a general assessment of tree condition along with details of defects and other damage requiring further action and future management and maintenance.
- Arising's will be disposed of as agreed with the STFC Contract Manager and at no additional costs.

### **Woodland Routine Maintenance**

Routine woodland maintenance shall include but not be limited to:-

Woodland Edges, the under-story at edge of woodlands that abut amenity areas shall be cut back and clean through annually to a depth of at least 2m to ensure brambles etc. do not encroach on paths, buildings, fences etc.

Routine woodland maintenance shall include but not be limited to the clearance of any fallen and or storm damaged trees, limbs etc. up to 400mm diameter on the perimeter of the woodlands and that affect the safety of personnel and property including security fences and, the making safe of any larger trees, tree limbs etc.

The removal of trees and tree parts over 400mm diameter shall be ordered by the STFC Contract Manager.

The removal of hazardous deadwood or damaged/diseased material that is a significant risk to property and personnel and over paths, roads, seats, adjacent grass areas etc.

Routine woodland maintenance operations shall also ensure sufficient clearance heights of up to 2m over and adjacent to security fences and boundary walls and the like, unless otherwise instructed.

The Service Provider will also be responsible for the control of noxious weeds and those listed under current legislation, including but not limited to Ragwort and Japanese Knotweed.

#### **54. Weed Control**

Maintain fence lines, building bases and obstacles to mowing (raised ducts, pipelines and posts), gravel areas, identified open ground hard standings, footpath and kerbs etc. in a weed free condition including self-set tree saplings with well-defined margins as appropriate to ensure ease of maintenance and provide aesthetic appearance.

#### **55. Litter and Cigarette Bins**

Litter and Cigarette bins shall be maintained substantially free of litter at all times and maintained in a clean hygienic condition repainting as required to maintain a pristine condition

#### **56. Litter Clearing**

The Laboratory site shall be kept substantially free from all litter, leaves and other extraneous matter at all times. This included bin and recycling areas/stores.

#### **57. Paths**

All paths shall be kept clear of debris at all times. All work shall be carried out to a standard to prevent any health or safety hazard arising.

#### **58. Gravel Areas**

Gravel areas and shingle paths shall be kept raked level and gravel removed from lawns and beds and returned to appropriate areas and pathways.

#### **59. Leaf Clearance**

Leaves shall be collected and removed from all areas as they fall and shall be disposed of to the approved composting area. This operation shall be carried out as necessary at all times in order to provide substantially leaf-free areas. At the end of leaf fall all areas shall be cleared of leaves entirely.

Attention shall be paid to spring-falling beech hedge leaves. All work shall be carried out to

a standard to prevent any health or safety hazard arising. Additionally, particular attention shall be paid to prevent accumulation of leaves against boundary fences.

All areas shall be kept free from all litter and other extraneous matter and all arising's shall be removed to the approved composting area.

#### **60.Compostable Waste Management**

Process all compostable waste as specified below and use output material within the site as soil improver/topdressing as instructed.

Process all compostable garden and landscape waste through shredding machine as appropriate and compost in Windrows as directed and using the output material within the site as soil improver/topdressing as instructed.

#### **61.Winter Maintenance Procedure Snow/Ice Clearance and Gritting/Salting of Hard Surfaces.**

The Contractor is to provide Snow/Ice Clearance and Gritting/Salt of designated surfaces, paths, roadways to ensure compliance of obligation under the Health and Safety at Work Act 1974 in accordance with the Specification. The Contractor is to provide a formal snow clearance/gritting risk assessment and method statement (RAMS) which, shall be carried out in advance of the winter weather; the assessment will include reference to manual handling issues, personal protective equipment for staff and detail how the Employer's Representative will communicate with site users, visitors, and contractors the appropriate access routes to use during bad weather.

#### **Training**

Grounds staff and call out staff shall be trained on the approved methods of snow clearance and grit/salt application. This will include reference to approved risk assessments and method statements. All training will be coordinated by the Grounds Maintenance Contractor and Employers Representative and refreshed annually.

Only staff with full GB Driving License, approved to drive Grounds Maintenance vehicles, and trained in the operation of vehicle mounted/trailed applicators will be permitted to operate relevant vehicles and machinery.

#### **Planning (Weather Prediction).**

Formal snow clearance/gritting procedures will operate between the months of November to April inclusive. (This will be extended as necessary dependent on prevailing weather conditions).

Estates management and supervisory staff will monitor weather patterns on a week to week basis throughout the period using the 5- and 7-day weather forecasts available on the BBC weather/Met office web sites and local Radio BBC Oxfordshire, 107 FM and Heart Oxfordshire. The Contractor is to utilise and plan, using the information made available from. The Council have issued their Winter Maintenance Plan. The contractor is to subscribe/refer to the Vale of White Horse district Council severe weather warning <http://www.whitehorsedc.gov.uk/services-and-advice/environment-and-neighbourhood-issues/severe-weather/severe-weather> to refer to this document, paying particular attention to the Red, Amber and Green status for weather warning and appropriate preventative action



as indicated in their – Winter Service Plan.

### **Treatment Priorities**

Gritting/Salting requirements across the Site are divided into operational and non-operational areas. The non-operational areas are where there is a need for limited access to the buildings etc. for security checks etc. The operational areas are where safe access is required for building occupancy, maintenance of the buildings etc.

Priorities for the Site are divided into 3 priority grouping

- |                   |   |
|-------------------|---|
| <b>Priority 1</b> | High (Essential) Priority Routes  |
| <b>Priority 2</b> | Medium (desirable) Priority routes to be undertaken after Priority 1,<br>Areas/routes are adequately covered. |
| <b>Priority 3</b> | Low Priority areas/routes to be undertaken after Priorities 1 and 2 are<br>adequately covered.                |

In the event of extreme weather conditions staff will focus on maintaining Priority 1 areas.

### **Operation of the Winter Maintenance Procedure.**

All persons clearing snow shall be provided with suitable snow scrapers, shovels, rock salt, protective gloves, footwear and clothing i.e. high visibility vests.

During such adverse and extreme weather conditions contractor's staff shall take regular breaks from the task.

### **During Normal Working Hours.**

Grounds Staff shall ensure that areas are treated on the basis of previously noted priority. Grounds supervisors will continuously monitor conditions, coordinate grounds staff, and review priorities, coordinate closure of routes with the Security Team as required and record actions.

### **Outside Normal Working Hours**

Grounds staff supported by other Operations staff i.e. Security Staff, will undertake on site assessments of predicted ice or snow and when external temperatures are at 3 degrees Celsius and falling. The assessment will consider whether areas have been recently salted and if Priority areas remain clear. Where deemed necessary and/or if there is any evidence of frost, ice or falling snow, security staff will initiate call out procedures.

Call outs can be initiated at any time after 5.00 pm Monday – Friday, and at any times during the weekend periods. The latest time security will initiate a call out Monday to Friday is 6.30 am.

The Contractors call out team will be having sufficient numbers of operatives and coordinators.

Upon arrival on site, the coordinator will review conditions, coordinate grounds staff, confirm priorities, coordinate closure of routes as required; maintain communication with security

control and record actions. The contractor is responsible to replenish all salt bins before returning to core duties.

### **Gritting/Salting Application.**

Only approved Grit/Salt shall be applied to the surfaces within the Site.

A pathway of at least one metre wide shall be cleared to allow suitable access for pedestrians. Snow and ice shall be completely removed using a snow scraper or shovel. Snow and ice should NOT be brushed, or dissolved using hot water, as this may make surfaces more hazardous. Once cleared rock salt shall be used to de-ice and assist in providing extra grip.

Paths shall be regularly checked throughout the work period to ensure re-freezing or further snow coverage has not occurred.

Additional care shall be taken when clearing sloping pathways and steps, it may be necessary for safety reasons the temporary closure of non-essential areas of the site.

An assessment of the situation shall be made by the Employers representative.

Over the winter months the Contractor shall stockpile grit/salt for the RAL sites. The Contractor is to ensure that all gritting bins are full and replenished after gritting.

The Contractor is to ensure and have in place a supply arrangement that will ensure that stocks do not run out, and the supplier can deliver at short notice.

### **Record Keeping**

The Contractor and Call out coordinators shall keep records for each work period detailing areas cleared, names of staff attending, time on site, temperature/weather conditions, footpaths/areas closed and any other relevant information.

## **62. Site Safety - Report Hazards and Injury Prevention**

The Service Provider shall during maintenance works around the Site, observe and report to the STFC Contract Manager any obvious obstructions and/or defects to fittings and equipment, paths, car parks, etc. that may be hazardous to personnel using the area.

The Service Provider shall ensure all public outdoor areas are safe for access by personnel and take any necessary action i.e. cone/barrier areas off etc. to prevent risk of injury and report findings to the STFC Contract Manager immediately.

## **63. Riparian Maintenance**

Maintain stream immediately to the rear of Chilton Close and Appleford Drive housing (private properties); from the rear boundary fence of the properties to the centre of the stream:-

- a) Carry out at least two maintenance visits each year and ensure a free-flowing stream at all times
- b) Remove all debris from the stream during each maintenance visit
- c) Cut back bank side vegetation including trees and shrubs
- d) Report any blockages and other defects to the STFC Contract Manager

immediately

#### **64. Service Level Requirement**

### **SERVICE LEVEL REQUIREMENTS**

#### **Objectives**

The key objectives set out operational, performance and measurement criteria that will:

- Ensure clean and presentable environment
- Provide a safe working environment
- Optimise the value of the assets
- Provide a cost-effective service/solution
- Meet Client/Customer expectation of service standards
- Protect the Environment.
- Maintain access and operation of the site.

#### **Applicable Documents**

Contract Documentation:

- Landscaping and Grounds Maintenance Services Contract (this document)
- Site Plans
- Tree Schedule
- Orchid Survey
- Interior Plants
- Riparian Maintenance Plan

Supporting Documentation:

- Landscaping and Grounds Maintenance Services Management System and Site Records.
- Site Procedures for Service Providers.
- Health and Safety Policy and Practice Manual.
- Asbestos Management Policy and Site Records.
- Provision of Lone Working Procedures
- Site Operation Health & Safety Plan

#### **RAL Site Operation**

General Times of Works defined as Normal Working Hours	Mon - Fri	Sat	Sun	Bank Holiday
	07.30 - 1730	0800 - 1300	-	-
Note: Those hours not included in the above are defined as Outside Normal Working Hours and all arrangements for access must be pre-agreed with the Employer giving adequate prior notice.				
Site Security Arrangements	Mon - Fri	Sat	Sun	Bank Holiday
Manned	24 hrs	24 hrs	24 hrs	24 hrs
Facilities available to Service Provider	Yes/No	Location		
Office	No			
Storage facilities	TBC			
Car Parking	Yes			
Welfare Facilities	Yes			
Emergency Call-Out Response Criteria				
Rating	Description		Attendance	
Priority 1	Risk to health and safety, potential damage to assets, interruption of service to residents, e.g. damaged tree;		Within 4 hours	
Priority 2	Cause of disruption or inconvenience to residents – situation stable, e.g. storm damage.		Within 24 hours	
Priority 3	Cause for discomfort or minor inconvenience to building occupants, e.g. build-up of leaves.		Next routine visit or within 5 working days	
Note: Where remedial works cannot be effected immediately by the Service Provider, they shall ensure that the area is made safe and where appropriate make every endeavor to. In such cases the Service Provider shall provide to the Employer full details for the repair, cost and a programme for completing the work.				

Reporting and Records				
Frequency	Requirement			
Each and every site visit	The Service Provider (Gardener/Supervisor/Contract Manager) shall enter into the attendance log card details of reason for attendance the site visit: emergency call-out, routine services; meeting – to be signed and dated. The Service Provider shall at all times keep the Employer informed of work matters. This shall be replicated on the Employer’s interactive web-based reporting systems.			
Monthly	On a monthly basis the Service Provider shall provide a progress report detailing status of routine landscaping and grounds maintenance works and works additional to contract. Requirement for meeting to discuss the aforementioned shall be determined by the Property Manager (Employer) and shall be attended by the Contract Manager and where appropriate the Gardening Supervisor. The report is to also include requests for change, and accident/incidents including RIDDOR.			
Annually	On an annual basis Senior representative from the Service Provider (to include Managing Director and/or Operations Director) will be required to attend a meeting with the Senior Management team to review their overall performance for this and other properties on a nationwide basis.			
Chilbolton Site Operation				
General Times of Works defined as Normal Working Hours	Mon - Thurs	Fri	Sat/Sun	Bank Holiday
	08.05 – 17.05	08.05 – 16.25	-	-
Note: Those hours not included in the above are defined as Outside Normal Working Hours and all arrangements for access must be pre-agreed with the Employer giving adequate prior notice.				
Site Security Arrangements	Mon - Fri	Sat	Sun	Bank Holiday
Manned	N/A	N/A	N/A	N/A

Facilities available to Service Provider	Yes/No	Location
Office	No	
Storage facilities	TBC	
Car Parking	Yes	
Welfare Facilities	Yes	

#### **65. Chilbolton Observatory - Site Requirements.**

LOFAR (LOw Frequency ARray) – International Radio Telescope site – Maintenance

It is important to keep weeds under control on the antenna fields (the circles of gravel). These areas require only herbicide treatment around (or where applicable between) the square bases and no mechanical cutting for risk of damaging the antennas. *SPRAY ONLY!*

**Grass spraying maintenance along the fence of the site.**

#### **Specific requirements:**

*NOT TO USE* electrical equipment inside the compound area!

REACTIVE MAINTENANCE of the site is important due to weather conditions!

Mobile phones *MUST BE SWITCHED OFF!*

Access and maintenance, to be discussed/agreed with the LOFAR Manager. Maintenance can start at 10:30 a.m. Friday only.

#### **500 Metre Range – Maintenance**

In addition to general appearance, these standards are required for technical reasons. Extreme care must be taken to avoid damage to instruments and cables positioned in and on the ground at a number of locations along this range. Some instruments may need to be covered, prior to grass cutting.

Far end of 500-meter range area– adjacent to Transmit cabin area- grass area should be kept in healthy condition and mown at growth rate.

#### **The Ground Station area - Maintenance**

The Ground Station compound grass area requires one annual cut using large rough-cut machine and to tidy the road edge leading to this area.

Grass verges along the access road will require one annual rough-cut machine.

On the left-hand side of the double entrance gates before the entrance to the Observatory there is an area approximately 100 feet long. This area should have one grass cut a year

to keep the vegetation under control.

### **Maintenance of Flower, Shrubs, Beds, Trees, Hedges, Plant Containers and Hanging Baskets.**

Bushes along the main drive and all perimeter fences must be cut back to fencing and not exceed 4 foot in height.

### **Site Cleansing**

Total weed control is required, throughout the year, in the following areas:

- LOFAR, Ground Station compound hard surface area, main compound hard surface area.
- All joints and crevices in site roads, paths, asphalt and concrete hard standing.
- At the junctions between all hard-surfaced areas and walls of buildings etc.
- All gravel areas, including the vegetation barrier on the edge of the 500-metre range which must be kept clear of growth at all time.
- Grass areas to be treated with selective weed killer.
- Shrub border leading to main building.

### **66. Auditing**

The contract is primarily an output specification, so the contractor is responsible for the monitoring, and appropriate grounds management to comply to the employers requirements. This will require complete self-management as the employer will not be issuing task instructions for PPM and mitigation instructions.

The contractor will adopt, and work with the employer to develop an audit template within the employers CAFM system as an APP. This template will be used by the contractor for the following but, not limited to;

- Manage task schedule, compliance to the contract.
- Manage RAMS, and PTW's
- Photographic evidence of completed works to specification standards
- Issues, i.e. damage, disease, recorded and photographed
- Opportunities to improve the landscaping, biodiversity through improvement plans, beehives etc.
- Sign off the contractor's application.

The contractors Management Supervisor and the employers Service Manager, will jointly carryout a site audit on a **monthly** basis using the provided data, and visually walk the areas to ensure that the grounds are maintained, and the any issues have been mitigated to the best ability of the contractor. Further inspections maybe required following adverse weather to inspect trees, fences, etc.

The employers Service Manager will select suitable specific areas as a 'spot check' that are seasonal, high maintenance, ecological etc.

## 67. Generic Specification – Tasks and Frequencies

The areas to be maintained under the Maintenance Specification comprises of all grassed areas around the site including meadows, hedgerows, trees, scrub and all shrub bed areas, all pathways, car parking areas, driveways and roadways.

**The Service Provider must ensure that provision is made to remove and dispose of all debris generated from the works on every visit no dumping is allowed.**

	Fortnightly	Monthly	Quarterly	6 Monthly	Yearly
<b><u>Grass cutting (to be carried out 1/4 to 31/10)</u></b> <ul style="list-style-type: none"> <li>To mow uniformly all communal grassed areas as directed by the Group. Approximately <b>15</b> cuts to be carried out during the growing season. April to the end of October (approximately fortnightly).</li> </ul> <p><b>No work is to be undertaken before 8am Mon to Saturday or on Saturday pm or Sundays.</b></p> <ul style="list-style-type: none"> <li>All edges of grassed areas shall be trimmed where necessary after each mowing including those abutting walls, buildings, trees, planted beds, street furniture, fences and paths.</li> <li>Where the grass areas adjoin paths, hard surfaces and shrub beds these should be cut back once per annum during the winter period using a half moon edging tool or similar implement.</li> </ul>	✓				
<b><u>Sweeping and Disposal (April to October)</u></b> <ul style="list-style-type: none"> <li>To ensure all communal grassed and pedestrianised areas, car parking bays, road gullies and rainwater culverts are swept and cleared of grass clippings, litter and accumulated debris (including dog fouling) and removed immediately on each visit at the Service Providers' expense.</li> </ul> <p><b><u>Note:</u></b> If a major problem occurs on any development, the matter should be reported to the relevant Employers Manager immediately. In the <b>Winter period</b> this work should be carried out <b><u>Monthly</u></b>.</p>	✓				✓



<p><b><u>Hedge Trimming (June, Sept, Dec and March)</u></b></p> <ul style="list-style-type: none"> <li>• All shrubs and bushes forming hedging throughout the site especially those on boundaries and bordering paths, public pedestrianised areas and car parking bays, are to be trimmed back to a manageable and acceptable height, as directed or agreed by the Employer.</li> <li>• Hedges are to be maintained on both sides to ensure that they do not cause an obstruction or nuisance by encroaching on to pedestrian or vehicular routes or cause a</li> <li>• nuisance to neighbours or adjoining Public Highway.</li> </ul>				✓	
	Fortnightly	Monthly	Quarterly	6 monthly	Yearly
<p><b><u>Pruning – Cutting Back (October and March)</u></b></p>					
<ul style="list-style-type: none"> <li>• <u>All shrubs and bushes throughout the site and especially those bordering boundaries, paths, pedestrianised areas, entrances, car parking bays, and amenity bollard lights, are to be pruned well back to provide clear and unobstructed access and vision. This will also assist in maintaining the correct shape, regulate growth, and ensure the removal of dead or diseased wood and so improve their quality.</u></li> <li>• <u>Shrubs and bushes under windows, outside doors etc., should be pruned and kept cut well back to maintain a height of no more than 1.00 metre and minimise spread outside their planted curtilage. There should be a clear crisp line maintained between the soil, grass or pathway.</u></li> </ul>				✓  ✓	
<p><b><u>Pruning – Cutting Back (October and March) cont'd</u></b></p> <ul style="list-style-type: none"> <li>• <u>Also, Ivy should be cut down where it is growing up the side of buildings, storerooms or bin stores, which may cause damage to the property or nuisance to the residents.</u></li> </ul>				✓	

<u>Litter Collection and Cigarette Bin Cleaning</u> <ul style="list-style-type: none"> <li>To rake out all litter, rubbish and accumulated debris from within and under shrubs, bushes and borders and clear away.</li> </ul>	✓	✓	✓	
<u>External Bin Stores</u> <ul style="list-style-type: none"> <li>Remove dustbins/paladins from external (open) bin-stores so, as to sweep out and clear leaves, paper and accumulated debris, and replace upon completion.</li> </ul> <p><u>Note: Bulky items dumped in the same should be reported to the relevant Employers Manager to organise separate removal.</u></p>		✓ ✓		
<u>Hoeing and Forking (June, Sept, Dec and March)</u> <ul style="list-style-type: none"> <li>To hoe/fork over borders and shrub beds to minimise weed growth and allow penetration of rainwater and air to break up compacted soil.</li> </ul>			✓	
<u>Weed/Fertilizer Treatment</u> <ul style="list-style-type: none"> <li>Weed killing treatments shall be carried out as necessary to affected paths, footways, drying areas, bin stores, mowing strips, car parks, roadways, etc.</li> <li>Bark mulch to shrub beds is to be maintained where bark is currently used.</li> <li>Grass fertilizer/moss killer is to be applied to all grassed areas in either spring or autumn.</li> <li>All grassed areas are to be scarified where necessary to remove thatch and moss, so as to encourage new healthy growth prior to application of fertilizer.</li> </ul> <p><u>Notes : All weed 'killers' and fertilizers must be bio-degradable and approved under the Control of Pesticides Regulations 1986 and applied in strict accordance with the manufacturer's instructions.</u></p>				✓ ✓ ✓ ✓

<p><u>The Service Provider will be expected to inform the Employers Manager of the intended date for application so advance notification can be given to other occupiers/Service Providers.</u></p>					
<p><u>Trees</u></p> <ul style="list-style-type: none"> <li>• All saplings/semi mature trees are to be inspected regularly, removing growth from around the base of trunks as necessary. Tree ties are to be loosened periodically and unnecessary, broken, or inadequate tree stakes removed.</li> <li>• All self-set saplings in borders and shrub beds must be removed when they become obvious and a check for the same must be carried out quarterly.</li> </ul> <p><u>Note: Mature trees will not require attention as these will be subject to cyclical inspections by an Arboriculturist.</u></p>			✓	✓	
<p><u>Moss-Algae Growth</u></p> <ul style="list-style-type: none"> <li>• To treat communal pedestrianised and stepped areas susceptible and continually affected by moss- algae growth.</li> </ul> <p><u>Notes: Communal pedestrianised and stepped areas affected by moss - algae growth, should first be scraped with a Dutch hoe or similar implement and swept clear with a stiff brush/broom to minimise future growth and treated where severe. All moss – algae inhibitors used must be biodegradable and approved under the Control of Pesticides Regulations 1986 and applied in strict accordance with the manufacturer’s instructions. The Service Provider will be expected to inform the Employers Manager of the intended date for this to be applied so advance notification can be given to residents/tenants.</u></p>					
	✓	✓		✓	

<p><b><u>Leaf Clearance</u></b></p> <ul style="list-style-type: none"> <li>Leaves will be cleared from grassed areas, beds and shrubbery, and especially service roads, footpaths, car parks and hard areas during October, November, December and January. There should be at least 4 visits (once per month) to site to carry out this work.</li> </ul> <p><b><u>Note: All leaves and debris to be removed from site on the same day.</u></b></p>					
<p><b><u>Service Providers Recommendations/Feedback</u></b></p> <ul style="list-style-type: none"> <li>Recommendations shall be made to the relevant Area Office of any further requirements, alterations or improvements, which in the opinion of the Service Provider will benefit any development aesthetically or economically.</li> <li>Dangerous trees, falling branches or poisonous plants or other areas of real danger/concern should be notified to the Employer immediately, so that action can be undertaken to minimise the risk to personnel and the general public as soon as is practicable.</li> </ul>	✓				✓

Note: The above summary of works is not exhaustive and common sense is expected to be applied where there are elements of doubt.

## 68. Consumables

Consumables included in Contract	
<b><u>Gardening Equipment</u></b>	<p>Maintenance and Repair/Replacement of all Grounds Maintenance Plant and Equipment.</p> <p>Licenses, Training, Certification and equipment maintenance Logbooks.</p> <p>Brushes</p> <p>Tools &amp; Blades</p> <p>Petrol &amp; Oil</p> <p>Plant Ties</p> <p>Refuge Sacks/Bin Liners</p>
<b><u>Gardening Products</u></b>	<p>Fertilizers and Plant Feed</p> <p>Weed Killer</p>

<b>Bark Mulch</b>	
<b><u>Stationary</u></b>	<b>Files, Paper, Printer Cartridges, Computer Discs and Tapes etc.</b>

Note: These items and materials shall, where applicable, all be provided and used by the Service Provider at no extra cost to the Employer.

#### **69. KPI's**

The Contractor warrants that the specification as described above shall be met through the delivery of the contract. In order to assist in the monitoring of contractor performance against the contract specification, the following "key performance indicators" (KPIs) will be measured by the Client to provide an ongoing assessment of contract delivery. The client will initiate a contract review meeting if he has concerns about KPI's not being met. Failure to meet these KPI's could potentially lead to the termination of the contract.

- a) Service visits conducted will match the frequency and designated month specified as detailed in the service schedule
- b) Forward programme of attendance and maintenance activities to be undertaken for agreement in advance of first site visit.
- c) Service visits to be confirmed with STFC 7 days in advance before contractors attendance.
- d) RAM's to be sent 24 hours before site visit (unless previously supplied RAM's are applicable).
- e) It is the contractor's responsibility to ensure staff and operatives that are sent to the STFC sites (after the initial site familiarisation, safety induction, and COVID 19 induction has been undertaken) are familiar with the sites, ensuring appropriate handover if staff are leaving etc.
- f) SLA response times as stated in the specification, Business continuity, grounds maintenance and site safety is imperative.
- g) The site (area where has been undertaken) to be left clean and tidy.
- h) Emergency attendance to be discussed if necessary, also response time to rectifying problems not solved or that quickly reoccur.
- i) Contractors to report to Estates & Facilities Services Coordinator before starting and leaving site. Working hours stated in the specification
- j) 12-month warranty/guarantee of work carried out.
- k) Transparent quote for remedial / reactive works in relation to any identified faults /failures to be provided within 5 working days.

The Contract duration shall be for a period of 4 years with no optional extensions from commencement of the Contract.

**Terms and Conditions**

Bidders are to note that any requested modifications to the Contracting Authority Terms and Conditions on the grounds of statutory and legal matters only, shall be raised as a formal clarification during the permitted clarification period.

## Section 5 – Evaluation model

### 5.1. Introduction

- 5.1.1. The evaluation process will be conducted to ensure that Bids are evaluated fairly to ascertain the bidders who can demonstrate the required skills qualities, technical ability and capacity, commercial stability and experience to ensure successful performance of the Contract.
- 5.1.2. The evaluation team may comprise staff from UK SBS and the Contracting Authority, and any specific external stakeholders the Contracting Authority deem required

### 5.2. Evaluation of Bids

- 5.2.1. Evaluation of Bids shall be based on a Selection questionnaire and Award criteria as clearly defined in the e-sourcing tool.

### 5.3. SELECTION questionnaire

- 5.3.1. The Selection questionnaire shall be marked against the following Selection pass / fail and scoring criteria.
- 5.3.2. The selection questionnaire shall be marked against the following Mandatory or discretionary pass / fail criteria.

Selection Pass/fail criteria		
Questionnaire	Q No.	Question subject
<b>Selection Questionnaire Part 1: Potential Supplier Information</b>		
Section 1	1.3	Contact details and declaration
<b>Part 2: Exclusion Grounds</b>		
Section 2	2.1 (a)(i)	Participation in a criminal organisation
Section 2	2.1(a)(ii)	Corruption
Section 2	2.1(a)(iii)	Fraud
Section 2	2.1(a)(iv)	Terrorist Offences or offences link to terrorist activities
Section 2	2.1(a)(v)	Money laundering or Terrorist financing
Section 2	2.1(a)(vi)	Child Labour and other forms of trafficking in human beings
Section 2	2.2	Self cleaning
Section 2	2.3(a)	Payment of tax or social security
Section 3	3.1 (a)	Breach of environmental obligations
Section 3	3.1 (b)	Breach of social obligations
Section 3	3.1 (c)	Breach of labour law obligations
Section 3	3.1(d)	Bankruptcy
Section 3	3.1(e)	Guilty of grave professional misconduct
Section 3	3.1(f)	Distorting competition
Section 3	3.1(g)	Conflict of Interest
Section 3	3.1(h)	Prior involvement in procurement process
Section 3	3.1(i)	Prior performance of contract

Section 3	3.1(j)(i)	Serious Misrepresentation
Section 3	3.1(j)(ii)	Withholding information
Section 3	3.1(j)(iii)	Unable to provide supporting documentation for ESPD
Section 3	3.1(j)(iv)	Influenced the decision-making process
<b>Part 3: Selection Questions</b>		
Section 4	4.1	Audited accounts
Section 5	5.1	Wider group
Section 5	5.2	Parent Company Guarantee
Section 5	5.3	Other Guarantee
Section 6	6.1	Relevant experience and contract examples
Section 7	7.1	Compliance under Modern Slavery Act 2015
Section 8	8.1(a)	Insurance
Section 9	SEL5.5	Health and Safety Policy
Section 9	SEL5.6	Enforcement/remedial orders in relation to the Health and Safety Executive
Section 9	SEL5.7	Breaching environmental legislation
Section 9	SEL5.8	Checking sub-contractors for infringement of environmental legislation
Section 9	SEL5.9	Unlawful discrimination
Section 9	SEL5.10	Checking sub-contractors for unlawful discrimination
Section 9	FOI1.1	Freedom of information
	In the event of a Bidder failing to meet the requirements of a Mandatory pass / fail criteria, the Contracting Authority reserves the right to disqualify the Bidder and not consider evaluation of the any of the selection stage scoring methodology, nor the Award stage scoring methodology or Mandatory pass / fail criteria.	

5.3.3. Each Mandatory pass / fail question includes a clear definition of the requirements of a successful response to the question.

5.3.4. The evaluation model below shall be used for this RFP which will be determined to two decimal places.

5.3.5. Questions marked 'for information only' do not contribute to the scoring model.

5.3.6. During the evaluation stage, the intention is that only Bidders who achieve a Pass of all the Mandatory and Discretionary requirements of the RFP will be considered for award stage evaluation.

#### 5.4. **AWARD questionnaire**

5.4.1. The award questionnaire shall be marked against the following Mandatory or discretionary pass / fail criteria. Each Mandatory pass / fail question includes a clear definition of the requirements of a successful response to the question.



### Award Pass/fail criteria

Questionnaire	Q No.	Question subject
Commercial	AW1.1	Form of Bid
Commercial	AW1.2	Bid validity period
Commercial	AW1.3	Certificate of bona fide Bid
Commercial	AW4.1	Compliance to the Contract Terms
Commercial	AW4.2	Changes to the Contract Terms
Price	AW5.1	Firm and fixed price
Price	AW5.3	Open book policy
Commercial	AW5.4	E Invoice
Commercial	AW5.5	E Invoice implementation
Quality	AW6.1	Compliance to the Specification
Quality	AW6.2	Variable Bids
-	-	Request for Proposal response – received on time within the e-sourcing tool
In the event of a Bidder failing to meet the requirements of a Mandatory pass / fail criteria, the Contracting Authority reserves the right to disqualify the Bidder and not consider evaluation of the any of the selection stage scoring methodology, nor the Award stage scoring methodology or Mandatory pass / fail criteria.		

5.4.2. The Award stage of due process shall be marked against the following Award scoring criteria.

5.4.3. The evaluation model below shall be used for this RFP which will be determined to two decimal places.

5.4.4. Questions marked 'for information only' do not contribute to the scoring model.

### Award Scoring criteria

#### Evaluation Justification Statement

In consideration of this particular requirement the Contracting Authority has decided to evaluate Potential Providers by adopting the weightings/scoring mechanism detailed within this RFP. The Contracting Authority considers these weightings to be in line with existing best practice for a requirement of this type.

Questionnaire	Q No.	Question subject	Maximum Marks
Price	AW5.2	Price	30.00%
Quality	PROJ1.1	Resource	25.00%
Quality	PROJ1.2	Method Statement	20.00%
Quality	PROJ1.3	Risk and Mitigation	10.00%
Quality	PROJ1.4	Health and Safety considerations	15.00%

## Award Evaluation of criteria

### Non-Price elements

Each question will be evaluated on a score from 0 to 100, which shall be subjected to a multiplier to reflect the percentage of the evaluation criteria allocated to that question.

Where an evaluation criterion is worth 20% then the 0-100 score achieved will be multiplied by 20%.

Example if a Bidder scores 60 from the available 100 points this will equate to 12% by using the following calculation:

$$\text{Score} = \{\text{weighting percentage}\} \times \{\text{bidder's score}\} = 20\% \times 60 = 12$$

The same logic will be applied to groups of questions which equate to a single evaluation criterion.

The 0-100 score shall be based on (unless otherwise stated within the question):

0	The Question is not answered, or the response is completely unacceptable.
10	Extremely poor response – they have completely missed the point of the question.
20	Very poor response and not wholly acceptable. Requires major revision to the response to make it acceptable. Only partially answers the requirement, with major deficiencies and little relevant detail proposed.
40	Poor response only partially satisfying the selection question requirements with deficiencies apparent. Some useful evidence provided but response falls well short of expectations. Low probability of being a capable supplier.
60	Response is acceptable but remains basic and could have been expanded upon. Response is sufficient but does not inspire.
80	Good response which describes their capabilities in detail which provides high levels of assurance consistent with a quality provider. The response includes a full description of techniques and measurements currently employed.
100	Response is exceptional and clearly demonstrates they are capable of meeting the requirement. No significant weaknesses noted. The response is compelling in its description of techniques and measurements currently employed, providing full assurance consistent with a quality provider.

All questions will be scored based on the above mechanism. Please be aware that there may be multiple evaluators. If so, their individual scores will be averaged (mean) to determine your final score as follows:

### Example

Evaluator 1 scored your bid as 60  
Evaluator 2 scored your bid as 40  
Evaluator 3 scored your bid as 80  
Evaluator 4 scored your bid as 60  
Your final score will  $(60+40+80+60) \div 4 = 60$

**Price elements** will be evaluated on the following criteria.

The lowest price for a response which meets the pass criteria shall score 100.

All other bids shall be scored on a pro rata basis in relation to the lowest price. The score is then subject to a multiplier to reflect the percentage value of the price criterion.

For example - Bid 1 £100,000 scores 100.

Bid 2 £120,000 differential of £20,000 or 20% remove 20% from price scores 80

Bid 3 £150,000 differential £50,000 remove 50% from price scores 50.

Bid 4 £175,000 differential £75,000 remove 75% from price scores 25.

Bid 5 £200,000 differential £100,000 remove 100% from price scores 0.

Bid 6 £300,000 differential £200,000 remove 100% from price scores 0.

Where the scoring criterion is worth 50% then the 0-100 score achieved will be multiplied by 50

In the example if a supplier scores 80 from the available 100 points this will equate to 40% by using the following calculation: Score/Total Points multiplied by 50 (80/100 x 50 = 40)

The lowest score possible is 0 even if the price submitted is more than 100% greater than the lowest price.

## 5.5. Evaluation process

5.5.1. The evaluation process will feature some, if not all, the following phases

Stage	Summary of activity
Receipt and Opening	<ul style="list-style-type: none"> <li>RFP logged upon opening in alignment with UK SBS's procurement procedures.</li> <li>Any RFP Bid received after the closing date will be rejected unless circumstances attributed to the Contracting Authority or the e-sourcing tool beyond the bidder control are responsible for late submission.</li> </ul>
Compliance check	<ul style="list-style-type: none"> <li>Check all Mandatory requirements are acceptable to the Contracting Authority.</li> <li>Unacceptable Bids maybe subject to clarification by the Contracting Authority or rejection of the Bid.</li> </ul>
Scoring of the Bid	<ul style="list-style-type: none"> <li>Evaluation team will independently score the Bid and provide a commentary of their scoring justification against the Selection criteria.</li> </ul>
Clarifications	<ul style="list-style-type: none"> <li>The Evaluation team may require written clarification to Bids</li> </ul>
Re - scoring of the Bid and Clarifications	<ul style="list-style-type: none"> <li>Following Clarification responses, the Evaluation team reserve the right to independently re-score the Bid and Clarifications and provide a commentary of their re-scoring justification against the Selection criteria.</li> </ul>
Validation of unsuccessful Bidders	<ul style="list-style-type: none"> <li>To confirm contents of the letters to provide details of scoring and relative feedback on the unsuccessful Bidders Bid in comparison with the successful Bidders Bid.</li> </ul>

## **Section 6 – Selection and award questionnaires**

### **Section 6 – Selection questionnaire**

#### **6.1. Introduction**

The Selection questionnaires are located in the within the e-sourcing tool.

Guidance on completion of the questions are is available at  
<http://www.ukpbs.co.uk/services/procure/Pages/supplier.aspx>

**PLEASE NOTE THE QUESTIONS ARE NOT NUMBERED SEQUENTIALLY**

## Section 6 – Award questionnaire

- 6.2. The Award questionnaires are located within the e-sourcing tool.
- 6.3. Guidance on completion of the questions is available at <http://www.uksbs.co.uk/services/procure/Pages/supplier.aspx>

**PLEASE NOTE THE QUESTIONS ARE NOT NUMBERED SEQUENTIALLY**

## Section 7 – General information

### 7.1. Introduction

- 7.1.1. The Contracting Authority wishes to establish a Contract for the provision of FM20085 – Landscape and Grounds Maintenance. The Contracting Authority is managing this procurement process in accordance with the Public Contracts Regulations 2015 (as may be amended from time to time) (the “Regulations”). This is a services Contract being procured under the OJEU Open Procedure
- 7.1.2. The Contracting Authority is procuring the Contract for its exclusive use or cross reference the list of customers provided in the [OJEU Notice](#) or [Contracts Finder](#) Notice supported if relevant by the statement on the UK SBS website currently located [here](#). (OPB)
- 7.1.3. UK SBS and the Contracting Authority logo, trademarks and other identifying marks are proprietary and may not be incorporated in the Companies response without or the Contracting Authority’s written permission.
- 7.1.4. The Bidder shall indemnify and keep indemnified UK SBS and the Contracting Authority against all actions, claims, demands, proceedings, damages, costs, losses, charges and expenses whatsoever in respect of any breach by the Bidder of this document.
- 7.1.5. If there is any doubt with regard to the ambiguity of any question or content contained in this questionnaire then PLEASE ASK a clarification question, but please ensure that your question is via the formal clarification process in writing to the UK SBS representative nominated. No approach of any kind in connection with this opportunity should be made to any other person within or associated with UK SBS or the Contracting Authority. All information secured outside of this named contact shall have no legal standing or worth and should not be relied upon.
- 7.1.6. It remains the responsibility of the Bidder to keep UK SBS and the Contracting Authority informed of any matter that may affect continued qualification
- 7.1.7. Prior to commencing formal evaluation, Submitted Responses will be checked to ensure they are fully compliant with the Pass / Fail criteria within the Evaluation model. Non-compliant Submitted Responses may be rejected by the Contracting Authority. Submitted Responses which are deemed by the Contracting Authority to be fully compliant will proceed to evaluation. These will be evaluated using the criteria and scores detailed in the matrix set out in [Section 5](#).
- 7.1.8. Whilst it is the Contracting Authority’s [and any relevant Other Public Bodies] intention to purchase the majority of its services under this Contract Arrangement from the Supplier(s) appointed this does not confer any exclusivity on the appointed Suppliers. The Contracting Authority and any relevant Other Public Bodies reserve the right to purchase any services and services (including those similar to the services covered by this procurement) from any Supplier outside of this Contract.
- 7.1.9. The Contracting Authority reserves the right not to conclude a Contract as a result of the current procurement process. Bidders should review the contents of Section 7 paragraph 7.8.1 when considering submitting their Response.
- 7.1.10. The services covered by this procurement exercise have NOT been sub-divided into Lots.

- 7.1.11. The Contracting Authority shall utilise the Delta eSourcing Procurement Tool available at <https://uksbs.delta-esourcing.com/> to conduct this procurement. There will be no electronic auction following the conclusion of the evaluation of the Request for Proposal (RFP) responses. Bidders will be specifically advised where attachments are permissible to support a question response within the e-sourcing tool. All enquiries with respect to problems or functionality within the tool may be submitted to Delta eSourcing on 0845 270 7050
- 7.1.12. Please utilise the messaging system within the e-sourcing tool located at <https://uksbs.delta-esourcing.com/> within the timescales detailed in [Section 3](#). if you have any doubt as to what is required or will have difficulty in providing the information requested. Bidders should note that any requests for clarifications may not be considered by the Contracting Authority if they are not articulated by the Bidder within the discussion forum within the e-sourcing tool.
- 7.1.13. Bidders should read this document, Stage One: Overview Section. messages and the evaluation questionnaires carefully before completing the Response submission. Failure to comply with any of these instructions for completion and submission of the Submitted Response may result in the rejection of the Response. Bidders are advised therefore to acquaint themselves fully with the extent and nature of the services and contractual obligations. These instructions constitute the Conditions of Response. Participation in the RFP process automatically signals that the Bidder accepts these Conditions.
- 7.1.14. All material issued in connection with this RFP shall remain the property of the Contracting Authority and/or as applicable relevant OPB and shall be used only for the purpose of this procurement. All Due Diligence Information shall be either returned to the Contracting Authority or securely destroyed by the Bidder (at the Contracting Authority's option) at the conclusion of the procurement
- 7.1.15. The Bidder shall ensure that each and every sub-contractor, consortium member and adviser abide by the terms of these instructions and the Conditions of Response.
- 7.1.16. The Bidder shall not make contact with any other employee, agent or consultant of UK SBS or the Contracting Authority or any relevant OPB or Customer who are in any way connected with this procurement during the period of this procurement, unless instructed otherwise by the Contracting Authority.
- 7.1.17. The Contracting Authority shall not be committed to any course of action as a result of:
- 7.1.17.1. issuing this RFP or any invitation to participate in this procurement ;
  - 7.1.17.2. an invitation to submit any Response in respect of this procurement;
  - 7.1.17.3. communicating with a Bidder or a Bidder's representatives or agents in respect of this procurement; or
  - 7.1.17.4. any other communication between UK SBS, the Contracting Authority and/or any relevant OPB (whether directly or by its agents or representatives) and any other party.
- 7.1.18. Bidders shall accept and acknowledge that by issuing this RFP the Contracting Authority shall not be bound to accept any Response and reserves the right not to conclude a Contract for some or all of the services for which Responses are invited.
- 7.1.19. The Contracting Authority reserves the right to amend, add to or withdraw all or any part of this RFP at any time during the procurement.

- 7.1.20. Bidders should not include in the Response any extraneous information which has not been specifically requested in the RFP including, for example, any sales literature, standard terms of trading etc. Any such information not requested but provided by the Bidder shall not be considered by the Contracting Authority.
- 7.1.21. If the Bidder is a consortium, the following information must be provided: full details of the consortium; and the information sought in this RFP in respect of each of the consortium's constituent members as part of a single composite response. Potential Providers should provide details of the actual or proposed percentage shareholding of the constituent members within the consortium as indicated in the relevant section of the selection questionnaire SEL1.9 specifically refers. If a consortium is not proposing to form a corporate entity, full details of alternative proposed arrangements should be provided as indicated in the relevant section of the RFP. However, please note the Contracting Authority reserves the right to require a successful consortium to form a single legal entity in accordance with regulation 19(6) of the Regulations. The Contracting Authority recognises that arrangements in relation to consortia may (within limits) be subject to future change. Potential Providers should therefore respond in the light of the arrangements as currently envisaged. Potential Providers are reminded that any future proposed change in relation to consortia must be notified to the Contracting Authority so that it can make a further assessment by applying the selection criteria to the new information provided and consider rejection of the Response if the Contracting Authority reasonably consider the change to have a material impact of the delivery of the viability of the Response.

## **7.2. Bidder conference**

- 7.2.1. A Bidders' Conference will not be held in conjunction with this procurement

## **7.3. Confidentiality**

- 7.3.1. Subject to the exceptions referred to in paragraph 7.3.2, the contents of this RFP are being made available by the Contracting Authority on condition that:
- 7.3.1.1. Bidders shall at all times treat the contents of the RFP and any related documents (together called the 'Information') as confidential, save in so far as they are already in the public domain;
  - 7.3.1.2. Bidders shall not disclose, copy, reproduce, distribute or pass any of the Information to any other person at any time or allow any of these things to happen;
  - 7.3.1.3. Bidders shall not use any of the Information for any purpose other than for the purposes of submitting (or deciding whether to submit) a Response; and
  - 7.3.1.4. Bidders shall not undertake any publicity activity within any section of the media in relation to this procurement
- 7.3.2. Bidders may disclose, distribute or pass any of the Information to the Bidder's advisers, sub-contractors or to another person provided that either:
- 7.3.2.1. This is done for the sole purpose of enabling a Response to be submitted and the person receiving the Information undertakes in writing to keep the Information confidential on the same terms as if that person were the Bidder; or
  - 7.3.2.2. The disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any Contract arising from it; or
  - 7.3.2.3. The Bidder is legally required to make such a disclosure



- 7.3.3. In paragraphs 7.3.1 and 7.3.2 above the term 'person' includes but is not limited to any person, firm, body or association, corporate or incorporate.
- 7.3.4. UK SBS and the Contracting Authority may disclose detailed information relating to Responses to its employees, agents or advisers and they may make any of the Contract documents available for private inspection by its officers, employees, agents or advisers. UK SBS and the Contracting Authority also reserve the right to disseminate information that is materially relevant to the procurement to all Bidders, even if the information has only been requested by one Bidder, subject to the duty to protect each Bidder's commercial confidentiality in relation to its Response (unless there is a requirement for disclosure as explained in paragraphs 7.4.1 to 7.4.3 below).
- 7.3.5. All Central Government Departments and their Executive Agencies and Non-Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further, the Cabinet Office has a cross-Government role delivering overall Government policy on public procurement - including ensuring value for money and related aspects of good procurement practice.

For these purposes, the Contracting Authority may disclose within Government any of the Bidders documentation/information (including any that the Bidder considers to be confidential and/or commercially sensitive such as specific bid information) submitted by the Bidder to the Contracting Authority during this Procurement. Subject to section 7.4 below, the information will not be disclosed outside Government. Bidders taking part in this RFP consent to these terms as part of the competition process.

- 7.3.6. The Government introduced its new Government Security Classifications ("GSC") classification scheme to replace the current Government Protective Marking System ("GPMS"). A key aspect of this is the reduction in the number of security classifications used. All Bidders are encouraged to make themselves aware of the changes and identify any potential impacts in their Bid, as the protective marking and applicable protection of any material passed to, or generated by, you during the procurement process or pursuant to any Contract awarded to you as a result of this tender process will be subject to the new GSC from 2nd April 2014. The link below to the Gov.uk website provides information on the new GSC:  
<https://www.gov.uk/government/publications/government-security-classifications>
- 7.3.7. The Contracting Authority reserves the right to amend any security related term or condition of the draft contract accompanying this RFP to reflect any changes introduced by the GSC. In particular where this RFP is accompanied by any instructions on safeguarding classified information (e.g. a Security Aspects Letter) as a result of any changes stemming from the new GSC, whether in respect of the applicable protective marking scheme, specific protective markings given, the aspects to which any protective marking applies or otherwise. This may relate to the instructions on safeguarding classified information (e.g. a Security Aspects Letter) as they apply to the procurement as they apply to the procurement process and/or any contracts awarded to you as a result of the procurement process.

## USEFUL INFORMATION LINKS

- [Contracts Finder](#)

- [Tenders Electronic Daily](#)
- [Equalities Act introduction](#)
- [Bribery Act introduction](#)
- [Freedom of information Act](#)

#### **7.4. Freedom of information**

- 7.4.1. In accordance with the obligations and duties placed upon public authorities by the Freedom of Information Act 2000 (the 'FoIA') and the Environmental Information Regulations 2004 (the 'EIR') (each as amended from time to time), UK SBS and the Contracting Authority may be required to disclose information submitted by the Bidder to the to the Contracting Authority.
- 7.4.2. In respect of any information submitted by a Bidder that it considers to be commercially sensitive the Bidder should complete the Freedom of Information declaration question defined in the Question FOI1.2.
- 7.4.3. Where a Bidder identifies information as commercially sensitive, the Contracting Authority will endeavour to maintain confidentiality. Bidders should note, however, that, even where information is identified as commercially sensitive, the Contracting Authority may be required to disclose such information in accordance with the FoIA or the Environmental Information Regulations. In particular, the Contracting Authority is required to form an independent judgment concerning whether the information is exempt from disclosure under the FoIA or the EIR and whether the public interest favours disclosure or not. Accordingly, the Contracting Authority cannot guarantee that any information marked 'confidential' or "commercially sensitive" will not be disclosed.
- 7.4.4. Where a Bidder receives a request for information under the FoIA or the EIR during the procurement, this should be immediately passed on to the Contracting Authority and the Bidder should not attempt to answer the request without first consulting with the Contracting Authority.
- 7.4.5. Bidders are reminded that the Government's transparency agenda requires that sourcing documents, including RFP templates such as this, are published on a designated, publicly searchable web site, and, that the same applies to other sourcing documents issued by the Contracting Authority, and any contract entered into by the Contracting Authority with its preferred supplier once the procurement is complete. By submitting a response to this RFP Bidders are agreeing that their participation and contents of their Response may be made public.

#### **7.5. Response Validity**

- 7.5.1. Your Response should remain open for consideration for a period of 90 days. A Response valid for a shorter period may be rejected.

#### **7.6. Timescales**

- 7.6.1. [Section 3](#) of the RFP sets out the proposed procurement timetable. The Contracting Authority reserves the right to extend the dates and will advise potential Bidders of any change to the dates.

#### **7.7. The Contracting Authority's Contact Details**

- 7.7.1. Unless stated otherwise in these Instructions or in writing from UK SBS or the Contracting Authority, all communications from Bidders (including their sub-contractors, consortium members, consultants and advisers) during the period of this procurement must be directed through the e-sourcing tool to the designated UK SBS contact.
- 7.7.2. All enquiries with respect to access to the e-sourcing tool may be submitted to Delta eSourcing on 0845 270 7050 please note this is a free self-registration website and this can be done by completing the online questionnaire at <https://uksbs.delta-esourcing.com/>
- 7.7.3. Bidders should be mindful that the designated Contact should not under any circumstances be sent a copy of their Response outside of the e-sourcing tool. Failure to follow this requirement will result in disqualification of the Response.

## **7.8. Preparation of a Response**

- 7.8.1. Bidders must obtain for themselves at their own responsibility and expense all information necessary for the preparation of Responses. Bidders are solely responsible for all costs, expenses and other liabilities arising in connection with the preparation and submission of their Response and all other stages of the selection and evaluation process. Under no circumstances will UK SBS or the Contracting Authority, or any of their advisers, be liable for any such costs, expenses or liabilities borne by Bidders or their sub-contractors, suppliers or advisers in this process.
- 7.8.2. Bidders are required to complete and provide all information required by the Contracting Authority in accordance with the Conditions of Response and the Request for Proposal. Failure to comply with the Conditions and the Request for Proposal may lead the Contracting Authority to reject a Response.
- 7.8.3. The Contracting Authority relies on Bidders' own analysis and review of information provided. Consequently, Bidders are solely responsible for obtaining the information which they consider is necessary in order to make decisions regarding the content of their Responses and to undertake any investigations they consider necessary in order to verify any information provided to them during the procurement.
- 7.8.4. Bidders must form their own opinions, making such investigations and taking such advice (including professional advice) as is appropriate, regarding their Responses, without reliance upon any opinion or other information provided by the Contracting Authority or their advisers and representatives. Bidders should notify the Contracting Authority promptly of any perceived ambiguity, inconsistency or omission in this RFP, any of its associated documents and/or any other information issued to them during the procurement.
- 7.8.5. Bidders must ensure that each response to a question is within any specified word count. Any responses with words in excess of the word count will only be considered up to the point where they meet the word count, any additional words beyond the volume defined in the word count will not be considered by the evaluation panel.
- 7.8.6. Bidders must ensure that each response to a question is not cross referenced to a response to another question. In the event of a Bidder adding a cross reference it will not be considered in evaluation.

## **7.9. Submission of Responses**

- 7.9.1. The Response must be submitted as instructed in this document through the e-sourcing tool. Failure to follow the instruction within each Section of this document, to omit responses to any of the questions or to present your response in alignment with any guidance notes provided may render the Response non-compliant and it may be rejected.
- 7.9.2. The Contracting Authority may at its own absolute discretion extend the closing date and the time for receipt of Responses specified [Section 3](#).
- 7.9.3. Any extension to the RFP response period will apply to all Bidders.
- 7.9.4. Any financial data provided must be submitted in or converted into pounds sterling. Where official documents include financial data in a foreign currency, a sterling equivalent must be provided. Failure to adhere to this requirement will result in the Response not being considered.
- 7.9.5. The Contracting Authority do not accept responsibility for the premature opening or mishandling of Responses that are not submitted in accordance with the instructions of this document.
- 7.9.6. The Response and any documents accompanying it must be in the English language
- 7.9.7. Bidders must submit their response through the e-sourcing tool, unless explicitly requested by the Contracting Authority either in the procurement documents or via a formal clarification from the Contracting Authority. Responses received by any other method than requested will not be considered for the opportunity.
- 7.9.8. Responses will be submitted any time up to the date indicated in [Section 3](#). Responses received before this deadline will be retained in a secure environment, unopened until this deadline has passed.
- 7.9.9. Responses received after the date indicated in [Section 3](#) shall not be considered by the Contracting Authority, unless the Bidder can justify that the reason for the delay is solely attributable to the Contracting Authority
  - 7.9.9.1. The Bidder must demonstrate irrefutable evidence in writing they have made best endeavours to ensure the Response was received on time and that the issue was beyond their control.
  - 7.9.9.2. Any request for a late Response to be considered must be emailed to the Buyer in [Section 3](#) in advance of 'the deadline' if a bidder believes their Response will be received late.
  - 7.9.9.3. The Contracting Authority reserves the right to accept or reject any late Response without justification to the affected Bidder and make no guarantee it will consider any request for a late Response to be considered.
- 7.9.10. Do not seek changes to the Bid after responses have been submitted and the deadline (date and time) for receipt of responses has passed.

## **7.10. Canvassing**

- 7.10.1. Any Bidder who directly or indirectly canvasses any employee, or agent of UK SBS, the Contracting Authority or its members or any relevant OPB or any of its employees concerning the establishment of the Contract or who directly or indirectly obtains or

attempts to obtain information from any such officer, member, employee or agent or concerning any other Bidder, Response or proposed Response will be disqualified.

## **7.11. Disclaimers**

- 7.11.1. Whilst the information in this RFP, Due Diligence Information and supporting documents has been prepared in good faith, it does not purport to be comprehensive nor has it been independently verified.
- 7.11.2. Neither UK SBS, the Contracting Authority, nor any relevant OPB's nor their advisors, nor their respective directors, officers, members, partners, employees, other staff or agents:
- 7.11.2.1. makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the RFP; or
  - 7.11.2.2. accepts any responsibility for the information contained in the RFP or for their fairness, accuracy or completeness of that information nor shall any of them be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication.
- 7.11.3. Any persons considering making a decision to enter into contractual relationships with the Contracting Authority and/or, as applicable, relevant OPB following receipt of the RFP should make their own investigations and their own independent assessment of the Contracting Authority and/or, as applicable, relevant OPB and its requirements for the services and should seek their own professional financial and legal advice. For the avoidance of doubt the provision of clarification or further information in relation to the RFP or any other associated documents (including the Schedules) is only authorised to be provided following a query made in accordance with Paragraph 7.15 of this RFP.

## **7.12. Collusive behaviour**

- 7.12.1. Any Bidder who:
- 7.12.1.1. fixes or adjusts the amount of its Response by or in accordance with any agreement or arrangement with any other party; or
  - 7.12.1.2. communicates to any party other than UK SBS, the Contracting Authority or, as applicable, relevant OPB the amount or approximate amount of its proposed Response or information which would enable the amount or approximate amount to be calculated (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Response or insurance or any necessary security); or
  - 7.12.1.3. enters into any agreement or arrangement with any other party that such other party shall refrain from submitting a Response; or
  - 7.12.1.4. enters into any agreement or arrangement with any other party as to the amount of any Response submitted; or
  - 7.12.1.5. offers or agrees to pay or give or does pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to any party for doing or having done or causing or having caused to be done in relation to any other Response or proposed Response, any act or omission,
- shall (without prejudice to any other civil remedies available to the Contracting Authority and without prejudice to any criminal liability which such conduct by a Bidder may attract) be disqualified.

### **7.13. No inducement or incentive**

- 7.13.1. The RFP is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a Bidder to submit a Response or enter into the Contract or any other contractual agreement.

### **7.14. Acceptance of the Contract**

- 7.14.1. The Bidder in submitting the Response undertakes that in the event of the Response being accepted by the Contracting Authority and the Contracting Authority confirming in writing such acceptance to the Bidder, the Bidder will within 90 days of being called upon to do so by the Contracting Authority execute the Contract in the form set out in the Contract Terms or in such amended form as may subsequently be agreed.
- 7.14.2. The Contracting Authority shall be under no obligation to accept the lowest priced or any Response.

### **7.15. Queries relating to the Response**

- 7.15.1. All requests for clarification about the requirements or the process of this procurement shall be made in through the e-sourcing tool unless where the e-sourcing tool is unavailable due to Delta eSourcing system maintenance or failure, in this instance all clarifications shall be by email to the contact defined in [Section 3](#).
- 7.15.2. The Contracting Authority will endeavour to answer all questions as quickly as possible but cannot guarantee a minimum response time.
- 7.15.3. In the event of a Bidder requiring assistance uploading a clarification to the e-sourcing portal they should use the contact details defined in [Section 3](#).
- 7.15.4. No further requests for clarifications will be accepted after 7 days prior to the date for submission of Responses.
- 7.15.5. In order to ensure equality of treatment of Bidders, the Contracting Authority intends to publish the questions and clarifications raised by Bidders together with the Contracting Authority's responses (but not the source of the questions) to all participants on a regular basis.
- 7.15.6. Bidders should indicate if a query is of a commercially sensitive nature – where disclosure of such query and the answer would or would be likely to prejudice its commercial interests. However, if the Contracting Authority at its sole discretion does not either; consider the query to be of a commercially confidential nature or one which all Bidders would potentially benefit from seeing both the query and the Contracting Authority's response, the Contracting Authority will:
- 7.15.6.1. invite the Bidder submitting the query to either declassify the query and allow the query along with the Contracting Authority's response to be circulated to all Bidders; or
  - 7.15.6.2. request the Bidder, if it still considers the query to be of a commercially confidential nature, to withdraw the query prior to the end of the closing date and time for Bidder clarifications.

- 7.15.7. The Contracting Authority reserves the right not to respond to a request for clarification or to circulate such a request where it considers that the answer to that request would or would be likely to prejudice its commercial interests.

## **7.16. Amendments to Response Documents**

- 7.16.1. At any time prior to the deadline for the receipt of Responses, the Contracting Authority may modify the RFP by amendment. Any such amendment will be numbered and dated and issued by the Contracting Authority to all prospective Bidders. In order to give prospective Bidders reasonable time in which to take the amendment into account in preparing their Responses, the Contracting Authority may, at its discretion, extend the time and/or date for receipt of Responses.

## **7.17. Modification and withdrawal**

- 7.17.1. Bidders may modify their Response where allowable within the e-sourcing tool. No Response may be modified after the deadline for submission of Responses.
- 7.17.2. Bidders may withdraw their Response at any time prior the deadline for submission of Responses [or any other time prior to accepting the offer of a Contract]. The notice to withdraw the Response must be in writing and sent to the Contracting Authority by recorded delivery or equivalent service and delivered to the Head of Policy UK SBS at UK Shared Business Services Ltd, Procurement, Polaris House, North Star Avenue, Swindon, Wiltshire, SN2 1ET

## **7.18. Right to disqualify or reject**

- 7.18.1. The Contracting Authority reserves the right to reject or disqualify a Bidder where
- 7.18.1.1. the Bidder fails to comply fully with the requirements of this Request for Proposal or presents the response in a format contrary to the requirements of this document; and/or
  - 7.18.1.2. the Bidder is guilty of serious misrepresentation in relation to its Response; expression of interest; or the Response process; and/or
  - 7.18.1.3. there is a change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting the Bidder.

## **7.19. Right to cancel, clarify or vary the process**

- 7.19.1. The Contracting Authority reserves the right to:
- 7.19.1.1. cancel the evaluation process at any stage; and/or
  - 7.19.1.2. require the Bidder to clarify its Response in writing and/or provide additional information. (Failure to respond adequately may result in the Bidder not being selected),

## **7.20. Notification of award**

- 7.20.1. The Contracting Authority will notify the successful Bidder of the Contract award in writing and will publish an Award Notice in the Official Journal of the European Union in accordance with the Regulations within 30 days of the award of the contract.
- 7.20.2. As required by the Regulations all successful and unsuccessful Bidders will be provided with an email advising the outcome of the submission of their RFP response.



## Appendix ‘A’ Glossary of Terms

TERM	MEANING
“UK SBS”	means UK Shared Business Services Ltd herein after referred to as UK SBS.
“Bid”, “Response”, “Submitted Bid”, or “RFP Response”	means the Bidders formal offer in response to this Request for Proposal
“Bidder(s)”	means the organisations being invited to respond to this Request for Proposal
“Central Purchasing Body”	means a duly constituted public sector organisation which procures supplies/services/works for and on behalf of contracting authorities
“Conditions of Bid”	means the terms and conditions set out in this RFP relating to the submission of a Bid
“Contract”	means the agreement to be entered by the Contracting Authority and the Supplier following any award under the procurement
“Contracting Bodies”	means the Contracting Authority and any other contracting authorities described in the OJEU Contract Notice
“Contracting Authority”	A public body regulated under the Public Contracts Regulations on whose behalf the procurement is being run
“Customer”	means the legal entity (or entities) for which any Contract agreed will be made accessible to.
“Due Diligence Information”	means the background and supporting documents and information provided by the Contracting Authority for the purpose of better informing the Bidders responses to this Request for Proposal
“EIR”	mean the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such regulations
“FoIA”	means the Freedom of Information Act 2000 and any subordinate legislation made under such Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation
“Lot”	means a discrete sub-division of the requirements
“Mandatory”	Means a pass / fail criteria which must be met in order for a Bid to be considered, unless otherwise specified.
“OJEU Contract Notice”	means the advertisement issued in the Official Journal of the European Union
“Order”	means an order for served by any Contracting Body on the Supplier
“Other Public Bodies”	means all Contracting Bodies except the Contracting Authority
“Request for Proposal” or “RFP”	means this Request for Proposal documentation and all related documents published by the Contracting Authority and made available to Bidders and includes the Due Diligence Information. <b>NOTE:</b> This document is often referred to as an Invitation to Tender within other organisations
“Supplier”	means the organisation awarded the Contract
“Supplies / Services / Works”	means any supplies/services and supplies or works set out at within <a href="#">Section 4 Specification</a>