

We Make A Difference

INVITATION TO TENDER FOR THE PROVISION OF PEST CONTROL SERVICES

RETURN DATE
31 May 2024 at 9am
Sarah Greenley, Head of Services
s.greenley@wellspringacademies.org.uk



Purpose of Tender

Wellspring Academy Trust has a requirement for Pest Control Services for its multi-site Academy Trust. See Appendix A for details of each site and their location.

Pest Control services will include control of rodents, flying insects, biting insects, wasps, garden ants, cockroaches and other crawling insects with particular attention being paid to catering and food storage areas. In the event of any call out, a full survey is to be provided and advice given on optimising the service. All solutions and recommendations must represent best value for money at all times.

It is anticipated that the new contract will commence on 1 August 2024 and will initially cover a three (3) year period with an option to extend, subject to annual review, for a period of one (1) further year period. Hence the contract could extend to a maximum of four (4) years.

The Tender Process

Timetable:

| 02 May 2024 | Despatch of Invitations To Tender |
|------------------------|---|
| 16 May 2024 | Last date for requesting tender documents |
| 31 May 2024 | Closing date for receipt of tenders |
| 10 June 2024 | Tenders opened |
| 10 June – 24 June 2024 | Evaluate tenders, seek clarification, correction, additional information |
| 09/10 July 2024 | Presentations by shortlisted suppliers |
| 15 July 2024 | Contract award - followed by stand still period -see appeal information below |
| 01 August 2024 | Contract commencement |

We do not undertake to accept the lowest tender, or part, or all of any tender, and the acknowledgement of receipt of any submitted tender shall not constitute any actual or implied agreement between the Trust and the Tenderer. We reserve the right to accept any part, or all, of any tender or tenders at its sole discretion.

Selection and Award Process

- All Tenders will be verified to ensure that all information and documentation (including the Form of Tender) has been provided
- The Trust's Evaluation Team will undertake a desktop analysis and evaluation of:
 - o the response provided to the requirements detailed in the Tender
 - o the pricing submitted
- And "scored" against a predetermined scoring matrix, with appropriate weightings applied to each element of the criteria according to its relative importance to the Trust.
- The final decision of the contract award will be made on the basis of the output of all the evaluation processes undertaken, and our assessment of each Supplier's performance at each stage of the Selection and Award Evaluation Process.
- A certificate of non-collusion will have to be completed by those Suppliers tendering for the Contract.



Selection Criteria

In order of importance:

- Pricing
- Added value
- Ability to provide the professional services
- Quality Standard Handbooks
- References

Return of Tender

Please confirm, within three (3) working days of receipt of this invitation, whether you intend to submit a tender. Please send confirmation to the email address below.

Tender document along with supporting documentation must be sent to arrive no later than **9am on 31 May 2024** via the email below.

s.greenley@wellspringacademies.org.uk

Sarah Greenley, Head of Services, Wellspring Academy Trust

In preparing your tender please adhere to the following instructions. Failure to comply may lead to disqualification.

- Your tender must be in the form of a point by point response to this form of tender including in particular the following items:
 - Suppliers shall price the items attached in Appendix B as at 1 August 2024
 - o Suppliers must also show any price breaks/additional discounts for high volume orders
 - The Trust expects to work together with the successful Supplier(s) in an effort to reduce costs to mutual benefit
 - Suppliers must provide a comprehensive list of current Contracts/Agreements
 - o Suppliers shall complete and return the Form of Tender, Appendix F.

Supplementary Information:

The Supplier must provide the information requested in the relevant sections of this Tender document in the order stated. Additional literature to support the tender response may be provided, see appendix D.

The Supplier should provide details of any additional facilities that they would wish to provide as part of their Tender response, but which has not been specifically requested in this Tender, by completion of Appendix E. Any cost implications of the provision of any additional facilities must be clearly identified.

Commercial Requirements

- We require a **fixed price** in UK Pounds Sterling. Your tendered price(s) must remain valid for acceptance up to 90 days from the tender closing date.
- Tenders are required to include a proposed **Service Level Agreement** detailing key performance indicators and associated target levels of performance for the service.
- If the tenderer wishes to offer better/alternative specifications than those requested, it should be made clear if this has any effect on the prices offered and details provided, in an additional section to be called "Innovative Solution" in Appendix D.



- The Supplier is to submit invoices for the annual charges on a monthly basis. All invoices must be sent directly to the Trust Finance Office.
- Tenderers are required to include details of their current environmental and ethical initiatives.

Appeals

The Trust will incorporate a minimum 10 calendar day standstill period at the point information on the award of the contract is communicated to tenderers. This period allows unsuccessful tenderers to seek further debriefing before the contract is entered into.

Applicants have two (2) working days from notification of the award decision to request additional debriefing and that information has to be provided a minimum of three (3) working days before expiry of the standstill period. Such additional information should be requested from the email in **Return of Tender** above.

If an appeal regarding the award of a contract has not been successfully resolved the Public Contracts Regulations 2015 provide for aggrieved parties who have been harmed or are at risk of harm by a breach of the rules to take action in the High Court (England, Wales and Northern Ireland). Any such action must be brought promptly (generally within three (3) months). Where a contract has not been entered into the court may order the settling aside of the award decision or order the authority to amend any document and may award damages. If the contract has been entered into, the court may only award damages.

Technical Specifications:

Outline for Provision of Pest Control Services

These specifications are intended to be generic and avoid the inclusion of proprietary information. However if such data is contained in a specification it should be read as an indication only, and an equivalent may be offered.

Aim of the Service

- To eliminate all pests with minimum cost and maximum safety
- To minimise the risk of re-infestation and to prevent pests of any kind becoming established
- To ensure that units are advised on matters affecting pest control including cleaning, housekeeping, storage practices, building structure, proofing requirements and waste storage
- A list of pests to be treated can be found in Appendix B.

The Supplier

- Must be a paid up member of The British Pest Control Association or equivalent organisation
- Must be competent and possess the necessary resources to meet contractual obligation
- Must employ trained competent staff
- Must ensure that its staff wear corporate clothing and can be easily identified as being a member of the Supplier's staff
- Must indemnify The Wellspring Academy Trust against any claims or actions against The Wellspring Academy Trust arising out of the Supplier's performance. This indemnification to include substantial third party liability insurance cover.
- Must be proactive in finding the causes of infestations.



Supplier Visits

- Routine inspections and treatments of agreed areas are required. Frequency of inspections will be discussed at review meetings.
- Detailed technical visits by a <u>senior</u> member of the Supplier's staff are required at least once (1) per annum per school site.
- Both routine and technical visits, Suppliers are on call out. Their target is same day response, with an absolute maximum of 24 hours.
- Whilst working within a Catering Environment they must wear protective clothing and comply with the Trust Food Safety Policy and Code of Practice
- Suppliers must give details of disposal routes for treated pests. The Trust may check disposal routes and make audit visits under its duty of care during the term of the contract.

Inspection Reports and Records

- Routine inspections and treatments must be recorded in each of the school sites pest control book, which originally will be supplied by the Supplier, but remains the property of the Wellspring Academy Trust
- The book should be easily accessible to all staff as well as to the Supplier. It is important that staff are instructed to record in the book any sightings, new evidence or other information which might be useful to the Supplier's service persons. Staff must be informed of the location of the book.

School Sites

The client reserves the right to add or deduct areas from the schedule and to agree a fair and reasonable price with the Supplier. This means that there may be buildings demolished and new buildings undertaken. The Trust will endeavour to provide three (3) months' notice of subsequent changes.

Health and Safety

- All employees of the Supplier must comply with all statutory legislation at all times. All relevant Trust policies and procedures must also be complied with
- Particular attention must be paid to the type of treatment used where children are present and play, and catering areas where food is grown, prepared and served
- Any precautions that need to be taken due to the nature of a treatment used must be reported to the relevant Estates Manager
- The Supplier must provide a list of all chemicals to be used together with COSHH sheets and information on how treated pests are disposed of
- The Supplier must also abide by the Trust's Management of Contractors Policy. A copy of this will be provided to successful Tenderers

Safeguarding

• The Supplier must abide by the Trust's Safeguarding Policy and provide a letter of assurance in respect of their employees. A copy of both will be provided to successful Tenderers.

Permitted Pesticides and Treatments

- No materials may be used which have not been approved by the British Pest Control Association and full compliance with control of pesticides regulations of Control Of Substances Hazardous to Health (COSHH)
- · Lindane contact dust must not be used
- Approved bait containers for rodent control are of the covered box type
- The Supplier acknowledges that the Trust sites are education establishments, where children, and in some locations animals, are present and that their safety is paramount. Treatments should always be carried out accordingly
- Provide an environmental analysis of how treatment methods will affect the surrounding environment
- All operatives using permitted pesticides and treatments must hold the correct licences.



Electrical Flying Insect Killing Machines (EFKs)

- The Supplier is responsible during routine visits for cleaning and emptying EFKs and for checking their
 operational efficiency. Any defects are to be rectified by the Supplier and charged separately
- EFKs should be of the LED type and sited to achieve best advantage, and should not be fitted directly above areas where open food might be contaminated
- Please note that the Supplier will be obliged to indemnify the buyer in respect of any damage caused to EFKs in the course of providing the services under the contract
- In the event that the Supplier receives a request to install an EFK the Trust's Estates team should be informed to ensure safety requirements are adhered to
- The servicing is to be carried out every 3 months.

Visual Inspection

- The Supplier will report to the Estates Office any specific sightings or disturbance likely to lead to an ingress of pests after visual inspections
- The Visual Inspection will include refuse areas, water course, ditches and vegetation adjacent to the sites likely to harbour pests
- Further action in these areas will not be taken without prior authorisation from the Estates Manager.

Access

- Close liaison must be maintained between Supplier and client to ensure access to areas is confirmed for specific dates and times.
- Keys provided to the Supplier, if lost, will be charged at the full cost for the specific key, where the key is part of a suited system the cost of replacement may include the full suite.

Call Outs

- Where the Supplier is requested to treat pests not covered by the contract, the job should be actioned only upon receipt of an official Wellspring Purchase Order or following the emergency procedure reported to the Estates Manager
- All call outs should be reported to the Estates Office
- The Supplier is to provide proposed response times for call outs based on urgency/pest types
- Where work is required to be carried out in respect of Pest Control, the Estates Office will issue a job ticket.

Minor Repair Works and Service

- The Supplier is obliged to carry out minor proofing items such as sealing off small holes around the pipes, minor tile grouting repairs etc.
- If a problem is detected during inspections the appropriate non-toxic Bioside will be used. Monitors will be replaced after infestation has been dealt with and all materials removed from site
- If a more extensive repair or replacement of netting is required this shall be quoted for separately.

Pricing

- If any infestations occur between inspections, an emergency service is to be provided. This service will be at no extra cost to the client
- Prices for all products must remain firm and fixed for a period of at least one year from commencement of the contract. Thereafter prices may rise by a maximum of the current rate of inflation, capped at 3%
- In the event of an exceptional variation in the price of a specific product due to circumstances beyond the Service Provider's reasonable control and /or due to market forces. Also there being no other acceptable product available at a reasonable price. The Trust will consider a variation on receipt of a properly written representation/justification. If accepted the Service Provider will give a minimum of at least 3 months' notice in writing.



Invoicing

- The Supplier is to submit invoices for the annual charges on a monthly basis
- All invoices must be sent directly to the Finance Office.

Communication and Advice

Excellent standards of communication between the Contractor and the Trust are critical to the smooth running of the Agreement to:-

- ensure that routine operations such as ordering, deliveries, collections and invoicing run smoothly and with minimum disruption; and to
- ensure that problems of any kind are resolved with expediency, and to the satisfaction of the Trust
 and the Contractor's contacts at the Trust
- the Contractor will be expected to provide advice on preventative measures such as housekeeping, storage and waste disposal and the detection and monitoring of pests
- Contact details must be provided for those responsible for dealing with any problems or queries, and for invoicing issues
- The Estates Office must be informed following any call out immediately after completion of the works.

Performance

- The contractor, upon receiving two "less than satisfactory" ratings of the same nature in the same treatment area, must document all procedures done, to date, and establish the extent of the pest level. If the pest levels are outside the predetermined tolerance thresholds (if thresholds exist for the given pest), the Contractor shall have five (5) days to submit to the Estates Manager an acceptable recommendation to alleviate the unsatisfactory situation
- Any treatment area receiving three (3) consecutive "less than satisfactory" ratings of the same nature may result in the filing of a formal complaint from the Head of Services to the Contractor with intent to terminate the contract. The Contractor will not be terminated if the "less than satisfactory" rating is a result of circumstances outside of the Contractor's control.

Termination

The Trust or the Contractor can terminate this agreement at any time by giving three (3) months written notice to the Trust or Contractor.

Reports

- Six (6) monthly reports must be provided, for all sites to the Estates Manager and Head of Services. This must include all Catering areas
- Reports must include site, pests treated, number, treatment and any follow up advice
- Good feedback/reporting about the success of work undertaken is essential so that numbers of bait boxes can be optimised to provide best value.

Review Meetings

Review meetings will be held at termly; however during the first year of the agreement it is anticipated that more frequent meetings will be required (i.e. half termly). A number of end-users will be invited to the meetings to provide feedback on the service where appropriate.

Service Level Agreement

The Service Level Agreement (SLA) will form part of the contract and will detail the services and standards agreed between the Trust and the Contractor. The SLA will also detail procedures for dealing with and resolving complaints.

Additional Benefits

Contractors should note any additional benefits that could be offered with respect to delivering best value for money to the Trust and its customers.

APPENDIX A



Site Locations

The successful Contractor will be invited on a guided tour of the sites and will be expected to advise the Trust on the levels of service that should be provided.

During the term of the contract, the successful Contractor will be expected to take a proactive approach to optimising the service by, for example, advising on levels of cover and methods used.

It is desirable that bids cover the whole contract, but we will accept bids for part of the contract (in Lots) for effective and cost efficient service delivery.

| LOT 1: North and North East Lincolnshire Academy | Sector | Location |
|---|-----------------------|-------------|
| Beacon Academy https://beaconacademy.co.uk | Secondary | Grimsby |
| Coomb Briggs http://www.coombbriggsprimary.co.uk | Primary | Grimsby |
| Laceby Stanford http://www.standfordschool.org | Primary | Grimsby |
| Littlecoates Primary Academy https://littlecoatesacademy.co.uk | Primary | Grimsby |
| Phoenix Park Academy https://phoenixparkacademy.co.uk | Alternative Provision | Grimsby |
| Phoenix House Academy https://phoenixparkacademy.co.uk | Alternative Provision | Grimsby |
| Sevenhills Academy https://sevenhillsacademy.co.uk | Alternative Provision | Grimsby |
| Trent View College https://trentviewcollege.co.uk | Special | Scunthorpe |
| ТВА | Primary | Grimsby |
| LOT 2: Lincolnshire Academy | Sector | Location |
| Eastfield Infants and Nursery Academy https://www.eastfield.lincs.sch.uk | Primary | Louth |
| Horncastle Primary School https://www.horncastleprimary.co.uk | Primary | Horncastle |
| Lacey Gardens Primary Academy https://www.laceygardens.lincs.sch.uk | Primary | Louth |
| Springwell Grantham https://springwell-lincs.co.uk | Alternative Provision | Grantham |
| Springwell Lincoln https://springwell-lincs.co.uk | Alternative Provision | Lincoln |
| Springwell Mablethorpe https://springwell-lincs.co.uk | Alternative Provision | Mablethorpe |
| Springwell Spalding https://springwell-lincs.co.uk | Alternative Provision | Spalding |



| Sector | Location |
|-----------------------|--|
| Primary | We Make A Difference Leeds |
| Primary | Leeds |
| Primary | Leeds |
| Special | Leeds |
| SEMH | Kirklees |
| Secondary | Bradford |
| Special | Leeds |
| SEMH | Leeds |
| SEMH | Leeds |
| SEMH | Leeds |
| Primary | Leeds |
| Sector | Location |
| Special | Knaresborough |
| Alternative Provision | Harrogate |
| Special | Harrogate |
| Sector | Location |
| Special | Barnsley |
| Alternative Provision | Barnsley |
| Primary | Barnsley |
| Primary | Barnsley |
| Primary | Barnsley |
| | Primary Primary Primary Special SEMH Secondary Special SEMH SEMH SEMH Primary Sector Special Alternative Provision Special Alternative Provision Primary Primary Primary |

APPENDIX B



Provide pricing per visit

- Rats, mice and squirrels
- Crawling insects meaning:
 - o Silverfish
 - o Firebrats
 - o Cockroaches
 - o House Crickets
 - Earwigs
 - o Booklice
 - Plaster Beetles
 - o Garden Ants
 - o Pharaohs Ant
 - o Bed Bugs
 - o Fleas
 - o Dermestes Beetles
 - Ground Beetles
 - Woodlice
 - Millipedes and Centipedes
 - o Wharf Borers
- Stored product insects, meaning:
 - o Moths
 - o Beetles
- Flying insects including:
 - o Wasps
 - o Bees nests
 - o Fruit Flies
 - o Filter Flies
 - o Fungus Flies
 - Cluster Flies

Treatment of other pests not listed above may be required periodically

- Proofing services
 - Call out charges (show weekends and public holidays and any travel and expenses)
 - One off charges

APPENDIX C



Contact Details

Contact Details (including name, job title, phone number fax number and email address) should be provided for:

- Account Manager
- Office Contact(s) for queries etc.
- Contact for invoice queries
- Delivery personnel

APPENDIX D



Qualifications in Support of Offer

Please detail any additional information that you wish to submit in support of your offer and any additional benefits (Innovative Solution) that may be offered in order to ensure that the Trust obtains Best Value for Money.

APPENDIX E



FORM OF TENDER

This tender, together with the Wellspring Academy Trust's invitation, any subsequent correspondence and the Trust's acceptance thereof shall constitute a binding Contract between us. We further undertake if required by the Trust to do so to execute a formal Agreement to be prepared by the Trust, embracing the aforementioned documents and this tender.

I/We offer to supply to the Wellspring Academy Trust in accordance with the enclosed Terms and Conditions of Purchase and Specification the Goods at the rates/prices detailed in Appendix B to this Form of Tender.

I/We agree that any other terms or conditions of contract or any general reservations which may be printed on any correspondence emanating from us/me in connection with this tender or with any contract resulting from this tender, shall not be applicable to the Contract.

I/We agree that in any contract that may result from this tender shall be subject to the law of England as interpreted in an English Court.

I/We declare that this is a bona fide tender, intended to be competitive and that we have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person.

We agree that this tender shall remain valid to be accepted or not by the Trust and shall not be withdrawn for a period of 90 days from the invitation to tender closing date.

We understand and accept that the Wellspring Academy Trust is not bound to accept the lowest or any tender.

Having examined the invitation to tender and any documents attached or referred to it we offer to supply the scope of supply as set out by us in Appendix to this Form of Tender.

| Name of Tenderer | | |
|----------------------------------|--|--|
| Address of Tenderer | | |
| | | |
| | | |
| | | |
| Signed on behalf of Tenderer by: | | |
| Name | | |
| Designation | | |
| Email address | | |
| Signature | | |
| Date | | |