



Parish Office
Suite 1
4 The Limes
Ingatestone
Essex
CM4 0BE
Telephone: 01277 353315
Email: office@ingatestone-fryerningpc.gov.uk
www.ingatestone-fryerningpc.gov.uk

Seymour Field Pitch and Grounds Maintenance Contract – 2019–2022 with possible one year extension
Instruction to Tenderers

Table of Contents

Introduction.....	2
1. Background	2
2. Outline Requirement	2
3. Project Schedule	3
4. Instructions to Tenderers.....	3
5. Tender Response.....	3
6. Submission of Tenders	4
7. Evaluation of Tenders	4
8. Canvassing.....	5
9. Awarding of the contract	5
10. Contractor staff and resourcing.....	5
11. Contract management	5
12. Restricted access sites.....	5
13. Contract Monitoring	5
14. Termination of contract.....	6
15. Vehicles, Plant and Equipment	6
Programme of Works (The Programme).....	6
16. Pitch maintenance	7
17. Grass maintenance for non-pitch areas.....	7
18. 14 Day Grass Cutting Cycle for non-pitch areas.....	8
19. Strimming.....	8
20. Maintenance of Hedges and Shrubs	8
21. The Environment.....	9
22. Use of Chemicals.....	9
23. Waste disposal (including organic waste).....	9
24. Litter.....	Error! Bookmark not defined.
25. Reporting loss, damage or theft	9

26.	Materials and Consumables.....	10
27.	Changes in methods of service delivery	10
28.	Definitions.....	10

Introduction

1. Background

- a) The Parish of Ingatestone and Fryerning is in Brentwood District and it is the overall objective of the Parish Council to maintain the facilities under its control to the highest possible standard. It is to be recognised that the facilities are public spaces.
- b) Tenderers should be aware that, particularly in view of the financial pressures currently being faced by Central and Local Government, the Parish Council places considerable importance on the financial aspects of this project. There is an expectation within the Parish Council that significant savings will be achieved through the Public Realm competitive tendering programme.**
- c) This Invitation to Tender sets out how your organisation can tender for the provision of a pitch and grounds maintenance service for Seymour Field to the Parish Council.

2. Outline Requirement

- a) This Service includes maintenance of public realm 'green area' primarily and includes:
 - Football pitch regular and annual maintenance including line marking (Section 16)
 - Entire field grass cutting (Sections 17 and 18)
 - Strimming of nettles and brambles (Sections 19 and 20)
- b) The contract duration will be for an initial Term of 3 years starting on the **1st September 2019 with a potential 1 year extension subject to agreement on both sides.**
- c) The Contractor shall provide a comprehensive Pitch and Grounds Maintenance Service to the benefit of the Parish.
- d) The standard of Pitch and Grounds Maintenance within Ingatestone and Fryerning Parish plays an important part in maintaining the visual and economic wellbeing of the area. The Contractor shall ensure that the highest standards of service delivery are provided. Presenting a positive image is seen as an important aspect in helping maintain the local economy.
- e) The Parish Council will appoint an Authorised Officer (The Clerk) for the purpose of management of this Contract. The Council reserves the right to change the Authorised Officer at any time. The Authorised Officer may delegate duties to the Assistant Clerk. For the avoidance of doubt, no individual member (Councillor) of the Parish Council is authorised to instruct the Contractor in relation to this contract.
- f) The Contractor shall be expected to have visited Seymour Field, Ingatestone and to have familiarised itself with the nature of the area of the Parish to which this Contract applies. In doing so it shall be deemed to have assessed any problems likely to be encountered in accessing all land, e.g. due to parked cars or other obstructions such as gates and bollards etc. No payments will be made in respect of additional cost incurred by the Contractor in coping with any obstruction or access problems.
- g) The Contractor shall continually seek to enhance the performance of the Services within what continues to be challenging financial circumstances through the concept of continuous improvement. This necessitates positive interaction and joint working with the Parish Council and its other contractors.
- h) All work detailed in this Specification shall be deemed to be included in the fixed Contract Price for Programmed Work unless specific reference is made.

- i) This contract is for the provision of the entire list of requirements and will not be split. It is expected that the successful contractor will undertake all the work required.

3. Project Schedule

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

Issue Invitation to Tender	27 th June 2019
Supplier Visits	As the field is open to the public, visiting can be undertaken at any time. If you require the Clerk to be present, an appointment can be made.
Receive Response from Tenderers	23rd July 5pm
Contract Award	Early - mid August 2019
Contract Start Date	September 2019 or as near as possible thereafter

4. Instructions to Tenderers

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

5. Tender Response

- a) Please submit a hard copy of your Tender.
- b) Your tender must include:
- A completed schedule of prices for the routine work (excel spreadsheet)
 - Explanations / additional comments that you feel are pertinent to your submission (excel spreadsheet)
 - Background history of your company, along with details of work undertaken for Local Councils
 - Details of the organisational structure of your company, contact details and names

- A copy of your insurance policy
 - A copy of your waste carrier registration document or other appropriate licenses
 - Two business references for work that either currently being undertaken or has taken place within the past year
 - Any brochures or website details of your company
- c) PLEASE NOTE THAT IF THE ABOVE ITEMS ARE NOT INCLUDED IN YOUR SUBMISSION, THE PARISH COUNCIL RESERVE THE RIGHT TO REMOVE YOUR COMPANY FROM THE SELECTION PROCESS.
- d) Where any external reference material, such as brochures, specifications and system descriptions, is used to support your tender, any statements within the reference material which may allow change to obligations or reduce liability, such as "specifications subject to change without notice", or other disclaimers will be regarded as void and shall not form part of the contract in the event that the tender is accepted.
- e) Where a section of the tender response relates to information given in another section or in external reference material, then you must ensure that the response is clearly cross-referenced.
- f) All pricing should be stated exclusive of VAT.
- g) Tenders shall remain open for an initial acceptance for a minimum of 45 calendar days, although the Council may ask you to extend of the period of validity.
- h) Tenderers shall be expected to visit the Parish Council location where the Services will be performed to satisfy itself as to the facilities for access, storage of materials, plant and all other site conditions likely to affect the accuracy and completeness of tender offers.

6. Submission of Tenders

- a) The original, signed, tenders must be returned by no later than **23rd July 2019, 5pm**
Please address to:
Mrs Abigail Wood
Parish Clerk
Ingatestone and Fryerning Parish Council
Suite 1, 4 The Limes, Ingatestone, Essex, CM4 0BE
- b) Tender Decline - If you decide not to respond to this ITT, please let the Clerk know as soon as possible, giving a brief reason(s).

7. Evaluation of Tenders

- a) The Council may seek confirmation that suppliers meet the Council's minimum levels of economic and financial standing or technical or professional ability, originally stated in the contract notice, at any time.
- b) Suppliers must be financially sound. We may use an external credit reference agency and, in addition, may seek copies of accounts and annual reports for larger contracts. We expect suppliers to have been trading long enough to have published accounts and developed a client base.
- c) The contract will be awarded based on the most economically advantageous offer having regard to:
- 7.c.1. The Total Cost of the service (75% of the total score)
- 7.c.2. The Quality of the solution in terms of functionality and infrastructure (25% of the total score) considers issues such as; quality, technical merit, environmental characteristics, cost effectiveness, after sales service, technical assistance.
- d) The Council's evaluation will include supplier interviews. Further detail will be sent out after tender submission if you are invited for interview.
- e) The Council shall be under no obligation to award a contract for all or any part of the requirement set out in the Invitation to Tender, to any tenderer or at all.
- f) You may be required to answer any Council queries on your proposal and to attend formal meetings with the Council during the tender evaluation period. Additionally,

the Council may wish to visit tenderers' premises to view the facilities and systems that may be used to deliver the service.

8. Canvassing

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

9. Awarding of the contract

- a) The successful Contractor will be contacted by phone and letter once the contract has been awarded.
- b) The Contractor will be expected to sign a contract that will include the General Requirements detailed below.

10. Contractor staff and resourcing

- a) The Contractor shall appoint a local Contract Manager.
- b) The Contractor shall ensure that properly qualified and experienced staff are recruited, trained and managed to fully meet the requirements of the Contract.
- c) All Contractor's employees and any others employed by the Contractor in the delivery of the Service related to this Contract must wear uniform.
- d) The Contractor is not permitted to erect any advertising or sign boards at the locations covered by this contract.

11. Contract management

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

12. Restricted access sites

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

13. Contract Monitoring

- a) The Contractor shall ensure that arrangements are in place to ensure that they can always be contacted.
- b) The Authorised Officer has the right to inspect all the Services executed by the Contractor at any time.
- c) Joint inspections shall be undertaken by the Authorised Officer and Contractor to assess performance and quality of work completed in each area.
- d) The Authorised Officer may require the Contractor to undertake joint inspections of areas of land which are part of this Contract where there has been a complaint. Thereafter the Contractor shall advise the Authorised Officer of the subsequent action taken if the complaint is deemed by the Authorised Officer to be justified.

- e) The Contractor shall carry out his own routine performance monitoring of the Contract and provide evidence of this activity to the monthly Operational Partnership Group meetings.
- f) The Authorised Officer will inform the Contractor of any Services requiring rectification and will specify the time for completion following receipt of instruction. The Contractor shall rectify any of the Service failures within the prescribed time scales. The Authorised Officer will specify timeframes that are considered reasonable according to the circumstances.
- g) The Contractor must comply with the Health and Safety at Work Act 1974 and any other legislation pertaining to the health and safety of employees.
- h) From time to time health and safety audits will be carried out by the Authorised Officer.

14. Termination of contract

- a) If service failures continue to happen and / or that they are not addressed to the satisfaction of the Parish Council, the Parish Council shall be entitled to make alternative arrangements to rectify the situation, the costs of which will be borne by the Contractor.
- b) The contract may be terminated by the Parish Council following repeated or persistent breach of performance of the works, or if the Contractor enters administration.
- c) If either party wishes to terminate the contract for reasons other than those covered in clause 5.2, 30 days' notice must be given in writing.

15. Vehicles, Plant and Equipment

- a) The Contractor shall always provide, replace and maintain in good repair and condition all vehicles plant and equipment necessary for the performance of the Services associated with this Contract. Unless otherwise agreed all vehicles used in the exclusive performance of this Contract shall meet not less than Euro 5 emissions standards and in the case of cars and vans have CO₂ emissions below 120g/km.
- b) All vehicles shall remain fit for their intended purpose to the satisfaction of the Authorised Officer.
- c) So far as is reasonably practicable all vehicles shall be capable of working without causing spillage or nuisance. In the event of any type of leakage or spillage the Contractor shall take immediate action to effect proper containment and clear up. The Contractor shall notify the Authorised Officer as soon as practically possible of any spillage likely to give rise to damage to the environment including the highway surface or pollution of road gullies, ditches, rivers, Sustainable Drainage Systems (SUDS) and any land subject to protection, e.g. Sites of Special Scientific Interest (SSSI).

Programme of Works (The Programme)

- d) The Contractor shall deliver the Services according to an agreed Programme of Work. The Programme shall clearly indicate how the work as set in the schedule shall be undertaken in compliance with the provisions of this Contract as part of a regular annual cycle. The method of work shall also include for pre and post inspection records.
- e) The Programme shall contain such information as commencement dates etc. The Authorised Officer will provide all available information to assist the Contractor in the formulation of this Programme. Once agreed, any significant deviation from the delivery of the Programme shall be reported to the Authorised Officer. For the purposes of this Clause any variation of 7 days or more against the scheduled Programme of Work is also to be reported. In considering the Programme the Authorised Officer will have regard to times of operations etc and may, if considered unreasonable, direct that they be amended. In preparing the Programme for

approval the Contractor will be expected to deploy his resources in order to minimise nuisance and disruption to the general public and retail sectors.

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

16. Pitch maintenance

- a) The parish council is seeking an experienced and professional pitch maintenance company to undertake this contract and therefore require, as part of the tendering process, that **you propose and price an appropriate pitch maintenance programme** following the requirements set out in the FA Pitch Improvement Programme report (enclosed) to include the following elements:

<p>During the playing season</p> <ul style="list-style-type: none">a) Fortnightly mowing of the pitches to a height of 25-30mm from 1st February to 30th November annuallyb) Light scarification of the pitch surfacec) Maintenance of surface aeration to aid root growthd) Fertilisatione) Inspection for pests and diseases <p>End of playing season – renovation phase</p> <ul style="list-style-type: none">a) Reduce mowing height to 15-20mm before scarificationb) Scarification of surface to remove debrisc) Maintenance of surface aeration to aid root growthd) Seedinge) Fertilisationf) Top dressing

- b) **However, tendering companies are reminded of point 1.2 in this document and that whilst the parish council are looking to provide high quality playing fields that budgeting and financial restraint must be practised.**
- c) In addition to the 3-year maintenance contract, it is anticipated that there may be additional works required between 1st May and the start of the football season in order to bring the quality of the pitches up to a maintainable level. This will be priced separately on the submission document and the parish council are looking for guidance on this matter. The approval for these works is entirely down to the discretion of the parish council.

17. Line marking

- a) The Contractor will set out and mark all pitches as required in accordance with Football association rules.
- b) Marking will be undertaken using an approved non-toxic white marking material using the contractor's own equipment.
- c) Subsequent markings will be required as necessary to maintain a clear visible line throughout the playing season.

18. Grass maintenance for non-pitch areas

- a) Unless otherwise agreed at the commencement of the mowing season, the existing grass length should not be reduced by more than half its height in line with good landscape management practice.
- b) Unless otherwise indicated all grass shall be cut at 14-day intervals during the mowing season (February - November inclusive). Each grass cutting cycle must be completed before the Programme is deemed complete.
- c) The Contractor shall be required to maintain all grass as per the relevant inventories

- d) In order to minimise the risk to passers-by and to help keep the Parish clean, the Contractor shall collect Litter and any other significant waste from land subject to maintenance as per this Contract prior to cutting the grass.
- e) The Contractor shall ensure that all grass cuttings are removed from the machines before proceeding onto the Highway.
- f) After each cut, any cuttings laying on hard surfaces are to be swept or blown from any hard-standing back onto the grassed area.

19. 14 Day Grass Cutting Cycle for non-pitch areas

- a) Grass shall be cut using appropriate machinery at 14-day intervals and shall be cut to an averaged finished height of between 25mm and 50mm after cutting. During an average season it is anticipated that 22 cuts will be required.
- b) Use of chemicals rather than strimming to control grass around obstructions in the grass (e.g. benches) is not permitted unless agreed with the Authorised Officer.
- c) Further cutting on limited areas for safety reasons may be ordered by the Authorised Officer as and when necessary throughout the cutting season.

20. Strimming

- a) The grass around permanent obstructions on all other grass cutting regimes shall be strimmed after each cut and to a height to match that of the area that has been cut to ensure continuity where required. During strimming and all grass cutting operations, adequate precautions must be taken to protect all trees from damage and ring barking as well as the protection of passing vehicles and members of the public.
- b) All grass cutting equipment shall be maintained in a condition that avoids 'ribbing', and to ensure an even, uniform finish to the grass. Should any damage to the mown surface occur as a result of the Contractor's actions, it shall repair and maintain the damaged area to match the surrounding area at no cost to the Council.
- c) If ground conditions are such that the Service cannot be delivered without undue damage to the grass or the ground, the Contractor shall use his discretion and not conduct the planned Service until the needs have been agreed with the Authorised Officer. The Authorised Officer may suspend or delete the cutting of the area(s) from the Programme for that cycle.

21. Nettles and brambles

- a) The existing nettle and bramble beds within the boundary of Seymour Field are to be strimmed monthly during the growing season. This is estimated to involve 6 cuts a year

22. Maintenance of the old BMX track to the north of the field

- a) This site is to be maintained as a wildlife site and tidied in September and cut completely in March each year. Grass to be strimmed to 75mm and arisings removed.

23. Maintenance of Hedges and Shrubs

- a) The Contractors shall cut and hedges twice a year at times to be advised by the Contract, having regard to the nesting season.
- b) Hedges are to be cut to a height of 2m and a width of 1.5m maximum.
- c) All clippings and Litter shall be removed as part of the maintenance, sorted and disposed of in an appropriate manner.
- d) The Contractor may trim hedges mechanically however, the method chosen must be appropriate to the nature of the plant and location. The Contractor shall ensure that the timing of the cut ensure that the continuity of the hedge line is consistent.
- e) Where shrubs etc. are being cut back to such an extent so as likely to affect a resident's privacy, the Contractor shall give not less than 48 hours prior notice to that resident of the intention to do work

24. The Environment

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

25. Use of Chemicals

- a) The Contractor is only permitted to use approved pesticides in approved locations in connection with this Contract. The Council shall not be responsible for the storage of Contractor's chemicals.

26. Waste disposal (including organic waste)

- a) The Contractor shall be registered to the satisfaction of the Council, prior to Commencement of the Contract, as a waste carrier and shall meet all costs in connection with this registration.
- b) Unless otherwise agreed by the Authorised Officer, the disposal of waste generated in the execution of this Contract by burning other than in an approved processing facility is prohibited.
- c) Unless otherwise agreed or instructed by the Authorised Officer non green/organic Waste collected through this Contract shall be disposed of by delivering it to the Rubbish bin located at the Lychgate, Fryerning Cemetery which is emptied weekly by another contractor.
- d) All organic/green waste (including leaves) collected in the delivery of this Contract must be diverted from landfill. Litter and other contaminants shall be removed from such waste as far as is practicably possible. The Contractor shall make his own arrangements for the disposal of organic/green waste. The cost of the disposal of all green waste, leaves and contaminates collected within the green waste shall be borne by the Contractor.

27. Reporting loss, damage or theft

- a) The loss or damage (whether malicious or accidental) of any item or property belonging to the Council including shall be reported to the Authorised Officer as soon as is practically possible. The Contractor shall also advise any damage caused in the delivery of this service to any privately-owned property. Reports must include details of the circumstances in which the theft or damage occurred and proposals as to how the loss/damage is to be rectified. Any loss e.g. theft or major accident likely to give rise to external interest or damage the Council's reputation must be reported as soon as possible to the Authorised Officer.
- b) Claims for loss, theft or damage shall be dealt with by the Contractor as soon as is practically possible. The Contractor shall respond in writing to all such claims within 5 working days, notifying the claimant of the Contractor's claims procedure and giving a point of further contact. All correspondence shall be available to the Authorised Officer.

28. Materials and Consumables

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

29. Changes in methods of service delivery

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

30. Definitions

For the purposes of the Contract, the following meanings shall be ascribed:

Clean, Cleanse or Cleansing shall include:

- Removal of Litter
- Removal of leaf, seed and blossom fall and tree debris and other organic detritus

Litter means any waste that is discarded improperly and includes, but is not limited to:

- Paper and cardboard, including containers and boxes.
- Plastic, including containers, boxes, bags and bottles.
- Glass, including bottles and the results of breakages of vehicle glass.
- Wood, including containers, boxes, pallets and furniture.
- Scrap metal of all sorts, excluding single items of weight greater than 25 kilograms.
- Small items of Waste Electrical and Electronic Equipment (WEEE).
- Fabrics, including clothing, rags, curtains and carpets.
- Animal fouling, bird droppings and bird and small animal carcasses.
- Fresh chewing gum.
- Food and food wrappers.
- Cigarette litter.
- Any other matter considered Litter as determined by the Authorised Officer.

Litter Picking shall mean the act of searching for and picking up of Litter on any areas serviced by this Contract.

Recycle shall mean the necessary treatment of all or part of the waste collected to gain value from that material through its re-processing by turning it into a new substance or product. This includes composting of organic material providing quality protocols are met.

Good Practice: where the extent of workmanship to be applied in the execution of the Services is not fully specified, it is to be carried out in accordance with best industry practice.

Seasons unless otherwise specified or agreed with the Authorised Officer where specified or implied by best horticultural practice, the following seasons shall have the following inclusive months ascribed to them:

- Spring - April to June
- Summer - July to September
- Autumn - October to December
- Winter - January to March

Working Day/Working Week: The Contract does not limit the days or hours of working. There is an over-riding requirement that hours worked must take due regard to the potential impact upon residents, road users and local businesses.

Wild Flower Areas (Biodiversity areas) are special areas which hold the existence of a wide variety of indigenous plant and animal species in their natural environments. It is the aim of the Council to protect, promote and sensitively manage these areas.

Waste/Controlled Waste is defined in legislation.