



HARPENDEN TOWN COUNCIL

CLOSER TO THE COMMUNITY

TENDER

FOR

**SUPPLY, MAINTENANCE AND WATERING OF FLOWERBEDS, SUMMER AND
WINTER HANGING BASKETS, PLANTERS, AND SHRUB AND PERENNIAL
BORDERS 2019 to 2024**

FOR

HARPENDEN TOWN COUNCIL

Carl Cheevers
Town Clerk
Harpenden Town Council
Town Hall
Leyton Road
Harpenden AL5 2LX

BACKGROUND

Harpenden Town Council is extremely proud of the appearance of its green spaces. It maintains high quality floral displays throughout the town centre and in three additional neighbourhood locations.

We are seeking tenders for the supply and maintenance of high-quality floral displays in Harpenden for five years starting on 1 November 2019 until 31 October 2024.

The appointed contractor will be expected to work with the Town Council to agree new floral planting schemes for each summer and autumn.

The successful contractor will be suitably experienced and qualified to undertake this tender and be able to provide examples of similar successful projects that they have been involved in.

INSTRUCTIONS TO TENDERERS

Harpenden Town Council (hereafter referred to as the “Client”) invites tenders for the supply and maintenance of high-quality floral displays throughout Harpenden.

The Contractor shall make themselves fully conversant with the Client’s requirements by reading the invitation to tender and visiting and inspecting the site set out in the tender document. The Contractor is required to raise any issues on which they require clarification prior to submission of their tender, as no claims arising from their failure to do so will be entertained by the Client following the submission of tenders. The approximate dimensions of the floral beds included in Appendix B are to be regarded as a guide only and it is the responsibility of the Contractor to satisfy themselves of the accurate dimensions of the flower beds.

SUBMISSION OF TENDER

1. Tenders are to be sent by post or delivered by hand in an envelope clearly labelled ‘Private and Confidential *Tender* – supply and maintenance of high-quality floral displays in Harpenden, addressed to Carl Cheevers, Town Clerk, Harpenden Town Council, Town Hall, Leyton Road, Harpenden, Hertfordshire, AL5 2LX, so as to be received **no later 12 noon, 31 May 2019**.
2. Contractors are required to note that it is the Contractor’s responsibility to ensure that any tender delivered by hand in response to this invitation is actually received by the Client by the above date and time.
3. All prices are to be quoted exclusive of VAT.
4. The Contractor’s attention is further drawn to the insurance requirements of the Client, with Public Liability Insurance of £5m minimum. The successful Contractor

will not be awarded the contract until acceptable evidence of the insurance, has been approved by the Client and a risk assessment provided.

5. The Client will write to all Contractors at the conclusion of the tender selection process advising of our decision and its rationale.
6. The Client may reject any tender not complying in any particular matter and their decision in that regards shall be final.
7. The Client does not bind itself to accept any offer made by any Contractor, nor does the Client guarantee that it will decide to award a contract.
8. Contractors must confirm in their submission that they have visited the sites. The sites are open to public access and Contractors can attend without the need to notify or have the Client present. If a contractor wishes to meet a representative of the Client on site, please see section 14 for details.

9. Arithmetic Accuracy of the Tender

- 9.1 If the Client suspects that there has been an error in the pricing of the Tender the Client reserves the right to seek such clarification as it considers necessary from the Contractor only.
- 9.2 It is the responsibility of the Contractor to check that all unit rates and other information entered in their Tender Schedule are accurate. If arithmetical mistakes are found after the contract has been awarded, they will not be taken into account. The figure agreed at the time of contract will prevail.

10. Confidentiality

- 10.1 All information supplied by the Client in connection with this invitation to tender shall be regarded as confidential by the Contractor except such information that may be disclosed for the purpose of obtaining sureties and quotation necessary for the preparation of the tender. The Tender documents are and shall remain the property of the Council.

11. Timetable

- Tenders Issued: 3 April 2019
- Return date for Tenders: 31 May 2019
- Assessment and final decision: 19 June 2019
- Award and Regret Letters: 21 June 2019
- Agreement of Contract by: 31 July 2019
- Commencement of contract: 1 November 2019

12. Award Criteria

- Price = 50% (demonstrating value for money)
- Ability to deliver to timescales = 25% (Ability to deliver both annual plantings to required timescales)
- Business Experience = 25% (including examples of similar projects)

13. Assessment Process

All submissions will be assessed in line with the Harpenden Town Council financial regulations.

14. Contact Details

Any question regarding these documents and the specific requirements of the Client must be made in writing by e-mail to **both** sarah.brimley@harpenden.gov.uk and philip.wright@harpenden.gov.uk and specifying that the e-mail relates to the 'Harpenden Floral Displays Contract'.

In order that full consideration can be given, and responses can be forwarded to all Contractors, comments and questions must be received no later than 22 May 2019. Questions and queries received after this may not be considered.

Appendix A

SPECIFICATION FOR THE SUPPLY, MAINTENANCE AND WATERING OF FLOWERBEDS, SUMMER AND WINTER HANGING BASKETS, PLANTERS, AND SHRUB AND PERENNIAL BORDERS

Standard to be achieved

To achieve and maintain an attractive, colourful display of seasonal flowers, perennial and shrubs in defined areas, using appropriate healthy plants.

Timing

The Client shall provide the Contractor with specific plant requirements at least four months prior to planting time.

Summer bedding, planters and hanging baskets

Planting/hanging will not commence before 1 May and will be completed by 29 May unless otherwise notified and agreed with the Supervising Officer.

Winter bedding, planters and hanging baskets

Planting/hanging will not commence before 1 October and will be completed by 29 October unless otherwise notified and agreed with the Supervising Officer.

Flowerbeds

The contractor shall:

- Be responsible for the supply of plant material, setting out, planting and maintaining displays to a high standard
- Arrange for the collection and delivery of all plants to site. In addition, deliver twice annually to the Brownie bed planting events (Brownie flower bed only)
- The Supervising Officer may require to inspect plant material prior to delivery
- Ensure that no more than ten working days elapse between removal of bedding and the completed planting of the subsequent season's bedding unless the Supervising Officer has instructed an early removal of previous season's bedding
- Strip flowerbeds of existing plant material (other than perennial shrubs) and prior to planting of next season's bedding, spread all beds with an even depth of 50mm compost or other approved organic material and incorporate to a depth of 250mm by single digging. Lightly consolidate and rake bed to level. Fertiliser should be incorporated ahead of planting, twice per year
- Add top soil on areas where the soil level has depleted, to maintain the status quo
- Edge grass each week, if required
- Position plants on the beds in accordance with the planting plans and schedules produced by the Contractor following their attendance at the Harpenden In Bloom Annual Forum, and agreed with the Supervising Officer
- Maintain the intended shape and size of the bed throughout the Contract period
- Maintain the shrub and flower beds as indicated in a weed free condition. For clarification 'weeds' shall include annual weeds, perennial weeds, self-sown saplings, unwanted climbers and suckers. Weeds shall be controlled by manual cultivation, unless the Supervising Officer has approved the use of herbicides. Any herbicides must be used strictly in accordance with the manufacturer's instructions and in accordance with the relevant regulations or subsequent amendments for the purposes of use, storage and disposal

- Remove all leaves, litter and other deleterious material at the time of each routine maintenance visit, and as required by the Supervising Officer
- Dead head as required
- Replace all stolen, dead, dying or otherwise unsatisfactory plants, at the Contractor's own expense, with the same or a similar species as soon as possible to the same specification as all other plants in that bed
- Where 'rogues' appear in bedding once flowering starts, these must be removed and replaced with the correct species or type if the removal leaves a gap
- Where bulbs form part of the scheme, these will be planted to achieve an even height in the display during flowering
- Notify the Supervising Officer within 24 hours of any significant vandalism. (Minor vandalism is the responsibility of the Contractor and will not be subject to any extra charge).

Hanging baskets and planters

10 summer hanging baskets, 10 winter hanging baskets and 7 window planters (both plantings), located at Town Hall/Park Hall building and on the Harpenden Town Sign.

The contractor shall:

- Provide water efficient baskets (green plastic, with reservoir), planted out with a full seasonal display in keeping with flowerbed colours and design, as advised by the Supervising Officer following recommendations from the Harpenden in Bloom Forum and the Community Services Committee
- Hanging baskets shall be no smaller than 18 inches / 460mm diameter
- Plant in an approved soil-less compost incorporating water retaining agents and compound fertiliser. (The use of non soil peat substitutes is encouraged where it can be proven that this will not be to the detriment of the quality of the floral display).
- Test each hanging basket bracket prior to erection, checking and replacing hanging basket brackets and chains where required. Each basket should thereafter be given a visual inspection at each watering and copies of all check sheets supplied to the Supervising Officer
- Inspect baskets on a weekly basis checking for dead or dying blooms, which shall be replaced ASAP at the Contractor's own expense (excluding stolen or vandalised plants)
- Apply a liquid feed on a weekly basis, between May – September, and as required between October – April

Additional responsibilities

- The contractor shall attend all Harpenden in Bloom Forum meetings, offering professional advice regarding choice and location of proposed planting and solutions to planting problems. Meetings occur either once or twice per annum. One additional site inspection visit is required per annum with representatives of the Client, usually held during office hours, but evening attendance may be required on occasion. The Contractor shall draft planting designs for all flower beds based on the meeting discussions, for approval by the Community Services Committee.

WATERING OF SUMMER AND WINTER HANGING BASKETS, PLANTERS AND FLOWERBEDS

SPECIFICATION

Summer:

- All plants shall be 'watered in' thoroughly on each day of planting out, as set out in the schedule to be supplied by the Supervising Officer
- Flowerbeds, hanging baskets and planters shall be watered thoroughly to root depth daily or more frequently if required, as requested by the Supervising Officer. This should be undertaken with due care such that the public are not inconvenienced and to avoid scorching foliage by direct sunlight

Winter:

- All plants shall be 'watered in' when planted out, as set out in the schedule to be supplied by the Supervising Officer
- Flowerbeds shall be watered as needed.

ADDITIONAL REQUIREMENTS

This specification document contains details of the essential requirement. Historically we had large numbers of hanging baskets. We would like your tender submission to include your innovative ideas for other floral displays which you will include that do not involve use of either building brackets or lamp posts.

We would like your proposal to include:

- Floral decorations for all appropriate Town Centre pavement barriers (along Station Road, A1081, Sun Lane)
- A ground standing display in front of the HSBC building junction of Station Road with High Street
- A floral display near the entrance to Waitrose, Leyton Road (a floral display to replace the hanging baskets by their entrance)
- Other floral display proposals (which may include the High Street bus shelter in front of the Methodist Church)

These proposals must meet licensing requirements of Hertfordshire County Council.

The following is the description of the preferred option for summer bed planting in 2020, (but we are also open to alternative suggestions if you wish to offer them):

- Cineraria – silver dust (edging);
- Pink geraniums (bright and pale colours);
- Verbena rigida (purple) - centre of the bed;

Additional descriptive details for the summer 2020 planting are:

- Bull Road roundabout: full planting
- War memorial: solid colours
- Smaller beds: silver and purple colours
- Sainsbury's beds and tree beds: geraniums
- Brownie bed: geraniums

Additional responsibilities

- The contractor shall water in newly planted perennials and shrubs as requested.

Please Note: The period of this contract includes completion of the winter planting scheme during October 2024

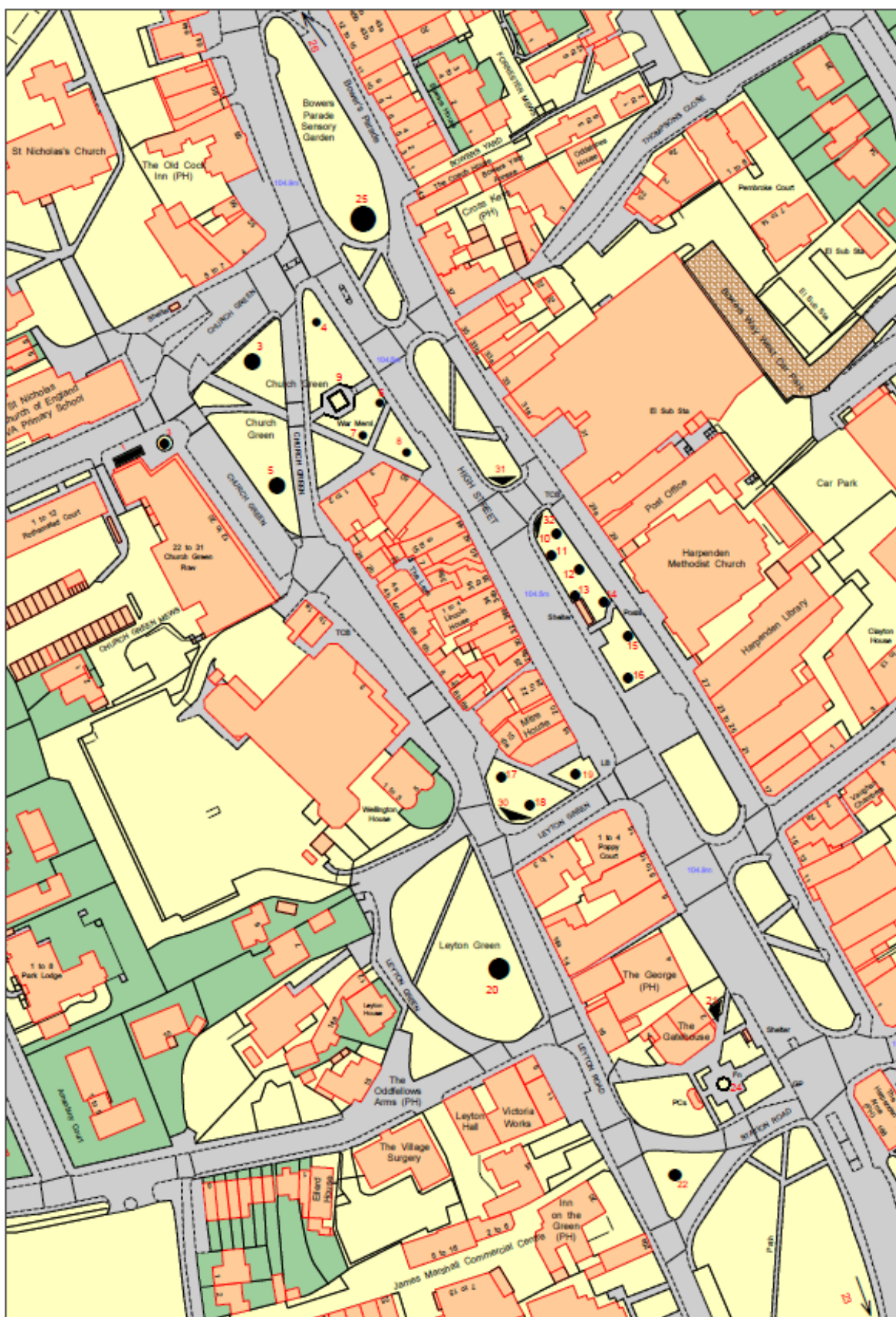
REFERENCE DOCUMENTATION - Appendix B

List of flower beds and location map

A green box signifies that the activity is part of this contract specification.

FLOWERBED NO.	FLOWERBED LOCATION	Approx.Area SQ. M	Supply	Planting	Watering	Maintenance
1	Rothamsted Avenue	22.8				
2	Rothamsted Avenue/Church Green	23				
3	Church Green (Rotary)	19.6				
4	High Street/Church Green (tree)	3				
5	Church Green (Tete a Tete)	29.4				
6	Church Green (tree)	3				
7	Church Green (tree)	3				
8	Church Green (tree)	3				
9	Church Green (War Memorial)	3				
10	High Street (WH Smiths)	3				
11	High Street (WH Smiths)	3				
12	High Street (WH Smiths)	3				
13	High Street (WH Smiths)	3				
14	High Street (WH Smiths)	3				
15	High Street (Methodist)	3				
16	High Street (Methodist)	3				
17	Leyton Road (tree)	3				
18	Leyton Road (tree)	3				
19	(High Street (tree – between banks)	4				
20	Leyton Green/Leyton Road	19				
21	High Street (Brownie bed)	7				

22	Leyton Road (triangle)	20.4				
23	Bull Road roundabout	28.8				
24	High Street (fountain)					
25	Bowers Parade, Sensory Garden	38.3				
26	High Street, Town Shrub beds					
27	Southdown Road/Walkers Road (star)	42.2				
28	Kinsbourne Green, Luton Road	20				
29	Batford Green, Lower Luton Road	9.6				
30	Leyton Road (Nr Lloyds opposite Manor Pharmacy)	10				
31	High Street (Sainsburys North)	16				
32	High Street (Sainsburys South)	17				



APPENDIX C

SCHEDULE OF WORKS/FORM OF TENDER

Schedule of Works - General Notes and guidance:

A schedule of works template is not provided. Contractors are expected to provide full details of their design schemes (preferably with illustrations).

Figures quoted must be the total fixed price, excluding VAT, for the works concerned, including all parts, materials, labour and ancillary costs. Pricing should also include delivery and installation.

The Contractor's submission should include a full breakdown of the costs for each part of the specification. It should also include a breakdown of the total fixed price to deliver all elements of the specification, into the annual cost for each of the five years. Payments by the Client to the Contractor can be made either annually in arrears on 31 October, or through three payments a year, each payment being one third of the annual price, payable on 28 February, 30 June and 31 October each year.

Form of Tender - General Notes and guidance:

In addition, the Contractor is also required to complete the following documentation;

- Key Information
- Form of Tender
- Collusive Tender Certificate

SUPPLY, MAINTENANCE AND WATERING, OF SUMMER AND WINTER HANGING BASKETS, PLANTERS, FLOWERBEDS AND SHRUB AND PERENNIAL BORDERS

Key Information:

Please Outline Details of your Insurance Coverage appropriate to undertake these works:
Please outline details of principal plant and equipment to be used to undertake this work:
Please provide details of project staff, their training and experience relevant to the works:

Please note that the Contractor selected to undertake this Contract will have to provide documentary evidence of Insurances, Health and Safety policies and relevant operative training prior to Contract award. In addition, the Contractor selected will have to provide a Method Statement and Risk Assessment to demonstrate how the works will be carried out safely.

FORM OF TENDER

SUPPLY, MAINTENANCE AND WATERING, OF SUMMER AND WINTER HANGING BASKETS, PLANTERS, FLOWERBEDS AND SHRUB AND PERENNIAL BORDERS 2019 TO 2024

To: **Harpenden Town Council**

Having examined the Conditions of Contract, Outline Design Brief, and full specification for the carrying out of the above-named works, I/we offer to complete the whole of the said Works in conformity with the above for the sum of:

(Amount _____ in _____ words):

(Amount _____ in _____ figures):

I/We certify that:

- (i) the amount of this Tender has not been communicated to anyone except the Client;
- (ii) the amount of the Tender has not been adjusted as a result of an arrangement with anyone other than the Client; and
- (iii) no agreement has been made with anyone to refrain from tendering.

I/we undertake to enter into a Contract to be prepared by the Client incorporating such Conditions of Contract, Specification, and Drawings and agree that, until such Contract is prepared and executed, this tender together with your written acceptance thereof shall constitute a binding contract between us.

I am/We are able and willing to deliver the full specification of the Works starting on 1 November 2019 through to 31 October 2024.

I/We understand that you are not bound to accept the lowest or any Tender you may receive, and you will not pay any expenses incurred by us in connection with the preparation and submission of this Tender.

I/We confirm that I/We have no objection to the amount of this Tender being included in a list to be submitted to all Contractors who provide a Tender for the Works.

Date: _____

Signature: _____

Designation: _____

Company Name: _____

Address: _____

Contact Person: _____

Tel no. _____

COLLUSIVE TENDERING CERTIFICATE

SUPPLY, MAINTENANCE AND WATERING, OF SUMMER AND WINTER HANGING BASKETS, PLANTERS, FLOWERBEDS AND SHRUB AND PERENNIAL BORDERS 2019 TO 2024

In recognition of the principle that the essence of selective tendering is that the client shall receive bona fide competitive tenders from all those tendering.

WE CERTIFY THAT

1. The tender submitted herewith is a bona fide Tender intended to be competitive.
2. We have not fixed or adjusted the amount of the Tender under or in accordance with any Agreement or arrangement with any other person.
3. We have not done, and we undertake that we will not do any time before the hour and date specified for the return of the tender any of the following acts:
 - (a) communicating to a person other than the person calling for those tenders the amount of approximate amount of the proposed tender, (except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain insurance premium quotations required for the preparation of the Tender);
 - (b) entering into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any tender to be submitted; and
 - (c) offering or paying or giving or agreeing to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having or causing or having caused to be done in relation to any person for doing or having or causing or having caused to be done in relation to any other tender or proposed tender for the said work any act or thing of the sort described above.

In this Certificate:

1. "Person" includes any persons any body or association, corporate or unincorporated.
2. "Any agreement or agreement" includes any transaction of the sort described above, formal or informal, and whether legally binding or not.

DATED this day of.....2019

SIGNED (as in Tender)

.....

Duly authorised to sign for and on behalf of

.....

DELIBERATELY LEFT BLANK