

OAKLEY PARISH COUNCIL

INVITATION TO TENDER

GROUNDS MAINTENANCE & GRASS CUTTING

CUTTING SEASONS 2024, 2025 and 2026

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Invitation To Tender

INTRODUCTION

1. Oakley Parish Council (the Council) is seeking to award a three-year contract with the option to extend for a further two years.
2. The Council is looking for one provider to be appointed to a Contract for the supply of grounds maintenance and verge cutting as detailed in the SCHEDULE.
3. You are invited to complete the ITT (Form of Tender Appendix F) and submit it in a sealed envelope together with any requested supporting information (Appendices D and E), to the Clerk c/o Oakley Parish Council Postbox, at Oakley Village Hall, Oxford Road, Oakley, Bucks, HP18 9RD; or via email to oakleyparishcouncil@yahoo.co.uk by 4pm on Friday 16th February 2024.
4. Any queries regarding the interpretation of any part of the contract documents should be in writing via email to oakleyparishcouncil@yahoo.co.uk by no later than one week before the closing date.
5. Prospective contractors should note that the Council is not bound to accept the lowest, or any tender and reserve the right to not conclude a contract for some or all the services for which tenders are invited. The Council's decision is final and no correspondence will be entered into on the reasons why a tender has been rejected.
6. The successful tender together with the Council's written acceptance shall form a binding agreement in the terms of the contract documents

PURPOSE AND SCOPE OF THIS INVITATION TO TENDER

7. These instructions are designed to ensure that all potential providers are given equal and fair consideration. It is important therefore that you provide all the information asked for in the format and order specified.
8. The potential provider shall not make any contact with the employee (other than under 4. above), agent or the councillors of the Council during the period of this procurement.

CONTRACT TERM

9. The Contract shall be for an initial service period of three (3) years from 1st April 2024 to 31st March 2027 (subject to satisfactory performance and annual break clauses) with the option to extend for a further two years at the discretion of the Council.

INSTRUCTIONS FOR COMPLETION

10. Potential providers should read these instructions and the Specification of Works (Appendix B) carefully before completing the tender response. Failure to comply with these requirements may result in rejection of the tender. Potential providers are therefore required to acquaint themselves fully with the extent and nature of services and contractual obligations. These instructions constitute the conditions of tender and by participating in the tender process, the potential provider accepts these conditions.

TENDER VALIDITY

11. Your tender should remain open for acceptance for a minimum period of 90 days. A tender valid for a shorter period may be rejected.

RETURN OF YOUR TENDER

12. Fully complete and return the following documents to the Clerk c/o Oakley Parish Council Postbox, at Oakley Village Hall, Oxford Road, Oakley, Bucks, HP18 9RD or via email to oakleyparishcouncil@yahoo.co.uk by 4pm on Friday 16th February 2024.

- Appendix D Commercial Information
- Appendix E Financial Proposal
- Appendix F Form of Tender and Declaration

Tenders received late will not be considered. The sealed package containing the tender must be clearly marked "Tender for grounds maintenance" on the outside. This is in the interests of fairness, to ensure that all tenders are opened at the same time.

DISCLAIMERS

13. Whilst the information in this ITT, 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.

14. Neither the Council, nor any advisers, officers, members, partners, employees or agents: a) makes any representation of warranty (express or implied) as to the accuracy, reasonableness or completeness of the ITT; or b) accepts any responsibility for the information contained in the ITT 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 subsequent communication.

INDICATIVE TIMETABLE

15. This is the proposed procurement timetable. This is intended as a guide and whilst the Council does not intend to depart from the timetable, it reserves the right to do so at any stage.

- Deadline for return of the ITT: Friday 16th February 2024
- Evaluation of the ITT responses commences: Saturday 17th February 2024
- Clarification meetings if required: 22-28 February 2024
- Report to Full Council: 5 March 2024
- Award of Contract: 6 March 2024
- Contract Start date: 1st April 2024

ELEGIBILITY, SELECTION AND AWARD CRITERIA

16. In addition to price, all tenders will be evaluated against the selection criteria, using the weighting below.

- Technical capacity, expertise and experience 55%
- References 20%
- Health and Safety 15%
- Environmental sustainability 5%
- Existing experience of equipment use 5%
- Total 100%

CONTRACT AWARD

17. Contract award is subject to the formal approval process of the Council which will take place at the Full Council meeting on 5th March 2024. Until all necessary approvals are obtained no agreement will be entered into.

APPENDIX A - STANDARD CONDITIONS OF CONTRACT

CONTRACT DOCUMENTS

The Contract Documents will comprise:

- Appendix A Standard Conditions of Contract
- Appendix B Specification of Works
- Appendix C Schedule of Works
- Appendix D Commercial Information
- Appendix E Financial Proposal
- Appendix F Form of Tender and Declaration
- Appendix G Maps

OFFICER

The officer will be the Clerk.

EXTENT OF WORK

Generally, the work will comprise of the cutting of grass (all vegetation within the specified area), strimming and selective weed control where specified on land within the parish of Oakley. To include strimming around play and gym equipment, outdoor furniture, trees, bushes, fences, hedges and all other authorised site fixtures and fittings. To include grass removal from all play safety surfaces and footpaths by sweeping or blower.

Site Details The sites are all located within the Parish of Oakley, Buckinghamshire.

WORKMANSHIP AND EQUIPMENT

The workmanship must be of the highest standard and shall conform to all relevant British Standards, Specifications and Codes of Practice.

INSTALLATION OR REMOVAL OF FIXTURES AND FITTINGS

The Council may add or remove outdoor fixtures and fittings during the period of the contract and there will be no adjustment of the contract price.

DURATION OF CONTRACT

The duration of the contract will be from 1 April 2024 until 31st March 2027 with the final decision on the duration of the contract to be made by the Council after the tenders have been received. Tenders are to be priced on an annual basis. There will be no opportunity to alter the rates tendered during the term. There will be the opportunity to extend the contract by two further years at the discretion of the Council.

PAYMENT TO CONTRACTOR

The full Contract sum shall be paid on receipt and verification of monthly invoice and schedule of works completed from the contractor. Payment will be by BACS transfer.

TERMINATION OF CONTRACT

Either party may, without reason, terminate the contract, in writing, giving three months' notice. The contract may be terminated by the Council if the contractor fails to perform the services defined in the contract to an adequate standard.

INSURANCE

The contractor is required to have a minimum of £5,000,000 public liability insurance. A current Certificate of Insurance to this effect must be produced to the Clerk prior to commencement of the Contract and a valid Certificate of Insurance to be provided to the Clerk throughout the contract period. The contractor shall indemnify the Council against any claim or proceedings for any injury or damage to any property or persons or animals as a result of negligence, poor workmanship or failure to notify the Council of any action likely to cause injury or damage to a third party.

HEALTH AND SAFETY

The contractor shall accept full responsibility for compliance with the Health and Safety at Work Act and all other Acts and Regulations in respect of the work comprised in this contract.

NOTES TO TENDERERS

a) Attention is drawn to the Form of Tender and Standard Conditions of Contract. These documents must be read in conjunction with the Specification of Works, Plans and Schedule of Works. Contractors are advised to carefully read all documentation.

b) The prices to be included in the Form of Tender are to be the full inclusive value of the work described, including all profit, costs and expenses, and all general risks, liabilities and obligations and excluding VAT.

c) A price shall be inserted against each item on the Form of Tender.

d) No alteration, addition or note to the text of the Form of Tender is to be made by the potential provider tendering as it will not then be recognised and the reading of the printed Schedule will be adhered to.

e) Weed killing chemicals must only be applied where specified and must be applied by certificated staff. Evidence of certification must be provided to the Council.

f) A regular inspection will be carried out by the Council throughout the period of the contract to ensure the work is completed in accordance with the Specification of Works.

g) Invoices presented for payment must include a schedule of the works completed in that month including the dates of the work.

APPENDIX B – SPECIFICATION OF WORKS

AREAS TO BE CUT

1. The areas to be cut are specified in the attached plans in Appendix G. All marked areas are understood to be the responsibility of the Parish Council and should be included in the tender.
2. HOWEVER, areas highlighted in purple are currently maintained by the householders and it is anticipated that no mowing will be required in these areas unless noted that they require doing.

PERIOD OF WORK

3. April to March of each year of the contract.

PRIOR TO GRASS CUTTING

4. Prior to cutting any area, the contractor will ensure that it is free of significantly large stones, paper, tins, bottles and other debris. The contractor will also inspect each site for areas of ground sinkage/potholes and areas of potential hazard and will inform the Council immediately of any specific hazards.

MOWING

5. The grass to be at a maximum height of approximately 50mm, with a cutting range of 20mm – 30mm.
6. Mowing will take place on the full area of grass at each site, up to the paving, fencing, railings, obstacles and any other boundaries. Any weed growth, such as nettle and brambles that overhangs the grass area indicated is to be cut back flush to the boundary on each occasion.
7. Areas not cut to the satisfaction of the Council will be re-cut by the contractor at the contractor's own expense.
8. In very wet conditions all operations involving grass cutting shall cease until conditions allow operations to recommence without damaging the surface levels and contours of the ground or grass cutting "divots" from the machine rollers or cutters.
9. All grass (defined as to include all vegetation within the specified area) will be cut cleanly and evenly and without damaging the existing surface or levels of the ground. Should the Contractor cause damage to the surface or levels of the ground, the Contractor will at his own expense reinstate such damage immediately and to the satisfaction of the Council.

OBSTACLES

10. Mowing will be carried out as close as possible to fixed obstructions, however should also ensure that no damage is done (particularly to wooden fixtures, such as fencing or play equipment). Contractor is responsible for repair/replacement of any equipment, fixtures or fittings that are damaged (e.g. by strimming too close to play equipment)
11. Moveable obstructions can be moved to facilitate cutting and replaced before the contractor leaves the site.
12. Mowing around obstructions including seats, trees, fence lines, posts, and the like, and in the proximity of margins, will be undertaken using methods, tools and machines as appropriate.
13. In areas that contain bulbs or corms, the contractor will ensure that the emergent bulbs are not cut. These areas will not be cut again until four weeks after flowering.

CLEANING UP

14. The contractor will ensure that all grass clippings and other arisings are cleared from all paved areas, playground equipment safety surfaces, memorial stones, paths and public footpaths, etc., by sweeping or using a blower.

HEDGES

15. Where hedge cutting is specified, the contractor shall: i) Trim and prune the hedges to encourage a stable hedge. ii) Cut back the current growth to the point of the previous cut, and the hedge shall be trimmed, pruned back to the same height, width and general shape as that which existed at the completion of the last trim. iii) All hedges shall be cut both sides and top, unless otherwise specified. iv) Cause minimum disturbance to nesting birds and wildlife in compliance with the Wildlife & Countryside Act 1985. vi) Leave grass edges adjacent to hedges cut neatly. Cut off pernicious weeds e.g. bramble and nettle to be cut off at base. vii) Dispose of all material arisings and leave all sites in a tidy condition.

PLANT AND TRANSPORT

16. The contractor will provide all tools, plant and cutting machinery and consumables and transport of such. The Council will not be liable for any damage to the contractor's equipment caused by carrying out these works.
17. The contractor will ensure that all machines engaged in cutting operations are sharp and properly set, to produce a true and even cut. Any damage or areas of grass not cut to the approval of the Council from such lack of maintenance will be made good by the contractor at his own expense and to the satisfaction of the Council. Unsatisfactory tree or hedge pruning and cutting will be made good by the contractor at his own expense and to the satisfaction of the Council.

18. The contractor will at all times during the period of the Contract ensure that machines are properly guarded and maintained so as to present no danger to the operator, surrounding structures, vehicles or any person in the vicinity of operations. The Contractor will provide his staff with all safety equipment, (boots, reflective vests, ear defenders etc.), and will ensure that staff always use these when engaged in work for the Council. 18. All persons operating machinery and tools must be satisfactorily trained, and the Council reserves the right to ask the contractor to provide adequate proof that his operators are well trained, conversant with Health and Safety legislation and competent in their operating methods.

LITTER AND WASTE

19. Litter and dog waste is collected by a third party employed by the Parish Council. The only responsibility for Litter and Waste within this tender is to pick up any and all waste that could be shredded/spread by the processes of mowing. The waste should be deposited in one of the bins available around the village.

TREES

20. The contractor should advise the Council of any works identified on trees or shrubs around the village, and provide a quote to carry out the works. The Council is under no obligation to act on the recommendation nor accept the quote.

PLAY SURFACES

21. The contractor is to treat play surfaces by removing moss and weed growth in Spring and treating as required throughout the year to maintain a safe surface.

HARD LANDSCAPING

22. The contractor is required to keep pathways and tarmacked areas free of weed and moss growth (Playing Field only).

AREA CLEARANCE

23. If cases of fly-tipping are identified, this must be reported immediately to the Clerk preferably with photographs. The contractor must exercise appropriate caution before clearance of the waste as some wastes can be hazardous. If the waste consists of drums or other containers that may contain hazardous waste or there is a large quantity of asbestos ($\geq 5\text{m}^3$) this must be immediately reported to the Clerk who will report it to the Environment Agency. It may require specialist removal.

APPENDIX C - SCHEDULE OF WORKS

The itemised works below are to be read in conjunction with the plans provided at Appendix G.

LOT 1 Oakley Playing Field, HP18 9RD (shaded purple on maps)

- 1) Provide **13 cuts** of the area during the growing season, with no more than 2 weeks between cuts, with a maximum length of 50mm. Clear grass clippings from MUGA (Multi Use Games Area) surface, playground surfaces, Perimeter Path, Shop Patio and tarmac paths.
- 2) March – November at least once per month strim around gym equipment, play equipment, playground fence, benches, picnic benches and all bins as required.
- 3) Perimeter edges cut, strimmed or mowed to prevent undergrowth encroachment during March – November as required.
- 4) Clearance and/or treatment of moss and weeds from play matting in playground.
- 5) Cut hedge within Children’s Play Area annually in September. All material to be removed.

NOTE: 2 separate tender prices will be requested. Tender 1A to cover the entire 7 acre site of Oakley Playing Field and Tender 1B to exclude the area of the Football Pitch from the scope of work.

LOT 2: Common Land at The Nap, Little London Green, Worminghall Road outside of School and the grassed area between the layby and main highway at the bottom of Brill Road (shaded blue on maps).

- a. Provide **13 cuts** of the areas during the growing season.
- b. Strim around fixtures and fittings (such as benches, notice boards, bins, lampposts and shrubs) at the same time as cuts are done.
- c. Boundary edges cut, strimmed or mowed to prevent undergrowth encroachment during growing season as required. Public Rights of Way to be maintained free of undergrowth for the full width of the path

LOT 3: Grass Verges within the 30 mph boundaries of the village excluding those covered in LOT 2 (shaded yellow or red on maps)

- 1) Provide **7 cuts** of the areas during the growing season.
- 2) Strim around benches, notice boards, bins and shrubs at the same time as cuts are done.
- 3) Perimeter edges cut, strimmed or mowed to prevent undergrowth encroachment during growing season as required. Public Right of Way to be maintained free of undergrowth for the full width of the path.

NOTE: All marked areas are understood to be the responsibility of the Parish Council and should be included in the tender. HOWEVER, areas highlighted in red are currently maintained by the householders and it is anticipated that no mowing will be required in these areas, unless noted that they require doing.

APPENDIX D - TENDER RESPONSE COMMERCIAL INFORMATION

To be completed and returned to the Council Clerk by the deadlines specified in the ITT.

Part A Commercial Information

1) Company/Organisation identity

a. Company name of organisation submitting the tender:

b. Contact name and position in organisation:

c. Company address:

d. Contact telephone number:

e. Contact e-mail address:

f. Company web site address:

g. Company registered address if different from above:

2) Areas of Business

a. Indicate below the principle areas of business activity of your organisation:

b. Please indicate which elements if any, of the services your organisation anticipates may be sub-contracted:

3) Insurance

Please provide a copy of your organisation's insurance certificates and provide the required information regarding your company/organisation's insurance cover:

Public Liability Insurance min £5,000,000

- i. Insurer
- ii. Policy Numbers
- iii. Expiry Date
- iv. Limits of indemnity (per occurrence and aggregate)
- v. Excess (if any)

Employers Liability Insurance min £5,000,000

- i. Insurer
- ii. Policy Numbers
- iii. Expiry Date
- iv. Limits of indemnity (per occurrence and aggregate)
- v. Excess (if any)

4) Health and Safety

- a. Please supply the name and designation of the person responsible for the implementation of the organisation's Health and Safety Policy.
- b. If you employ 5 or more employees, please enclose a copy of your current Health and Safety policy.
- c. If you employ less than 5 employees, please tell us how you ensure that your Health and Safety measures are put into place and practiced within your organisation.

5) Risk Assessments

Please supply a RAMS pack, covering all anticipated aspects of work.

6) Environmental Sustainability

Please enclose a copy of any environmental management certification that your organisation holds. If you do not have any certification, please detail how your organisation complies with environmental legislation.

Part B Technical Capability

1) Previous Experience

Please provide information of your organisations technical capacity and expertise and experience over the past five years of carrying out similar services under a formal contract to the public sector, in particular, parish councils or other public bodies.

Please detail below any problem/delay that has been encountered by your organisation when implementing new contracts such as this. If problems / delays have been encountered, please explain how the situation was resolved.

NOTE: Bidders must have existing experience of all the equipment that is currently in use so they can deal with faults from the start of the contract.

2) Staff Skills and Development

Please indicate below whether any operatives you employ and would expect to engage on this contract have specific skills/qualifications related to the range of requirements set out in the specification.

<u>Skill/Qualification</u>	<u>Number of Operatives</u>

Please provide details of your current training policy/procedures (including any health and safety training) and describe how you ensure that skills are maintained. Max 400 words.

Part C References

Please provide details of three companies, organisations or councils for which you have delivered similar projects that will provide reference. The Council will take up two references unless you currently have a grounds maintenance contract with the Council.

Reference 1

Company Name & Contact Name _____

Company Address _____

Contact Phone Number _____

Contact e-mail address _____

Website details _____

Contract start / end dates _____

Value of contract _____

Brief description of contract including use of sub-contractors if applicable

Reference 2

Company Name & Contact Name _____

Company Address _____

Contact Phone Number _____

Contact e-mail address _____

Website details _____

Contract start / end dates _____

Value of contract _____

Brief description of contract including use of sub-contractors if applicable

Part D Technical Proposal

a. Service Requirements

Please detail below the preferred method of communicating Service Requests.

b. 2. On-site Arrangements

What arrangements does your organisation have for the removal and recycling of any rubbish and debris accumulated during the supply of the services?

c. Quality of work and Supplier conduct

Please detail the checks that your organisation will make to ensure that the services will be carried out by a suitably trained and competent team / member of staff.

d. Sub-Contracting

Please detail your organisations methodology for employing sub-contractors and ensuring that sub-contractors if used on this contract are fully compliant with the terms and conditions of the Framework Agreement.

APPENDIX E - TENDER RESPONSE FINANCIAL PROPOSAL 2021/22 2022/23 20

	2024/25 (excl VAT)	2025/26 (excl VAT)	2026/27 (excl VAT)
Lot 1A: (Playing Field including Football Pitch)			
Lot 1B: (Playing Field excluding Football Pitch)			
Lot 2: (Common Land at The Nap, Little London Green, Worminghall Road outside of School and the grassed area between the layby and main highway at the bottom of Brill Road.)			
Lot 3: Grass Verges within the 30 mph boundaries of the village (excluding those covered in LOT 2)			

APPENDIX F: TENDER RESONSE

DECLARATIONS

I/We agree to complete the work in accordance with the Invitation to Tender, Standard Contract Terms, Specification of Works, Schedule of Works and location plans.

I/We understand that Oakley Parish Council is not bound to accept the lowest or any Tender and that the Council will not be responsible for any expense incurred in preparing this Tender.

I/We certify that the amount of the Tender has not been calculated by agreement or arrangement with any other person, firm or company and that the amount of the Tender has not been communicated to any person and will not be communicated to any person until after the closing date for the submission of Tenders.

I/We certify that the information supplied is accurate to the best of my knowledge and belief.

I/We understand that Oakley Parish Council may contact anyone to verify this information, and that false or misleading information could result in my/our exclusion from the select tender list.

I/We also understand that it is a criminal offence, punishable by imprisonment to give or offer to give any gift or consideration whatsoever as an inducement or reward to any servant or member of a public body. In addition, your specific attention will be drawn to the clause in the proposed contract empowering the Authorities to cancel the contract and to recover any loss from the contractor if the contractor has offered any gift or inducement of any kind in relation to obtaining the contract.

Signed _____

Name _____

Organisation: _____

Position Held: _____

Date: _____

APPENDIX G: MAPS

NOTES:

- a. The online Google maps can be found at:

<https://www.google.com/maps/d/edit?mid=1XHIUtJ28uhNeBI3794VYkcEAuLm3w2w&usp=sharing>

- b. Markings on maps are approximates, and notice should be given to what's observed "on the ground".
- c. All marked areas are understood to be the responsibility of the Parish Council and should be included in the tender. HOWEVER, areas highlighted in red are currently maintained by the householders and it is anticipated that no mowing will be required in these areas, unless noted that they require doing..

Map 1:

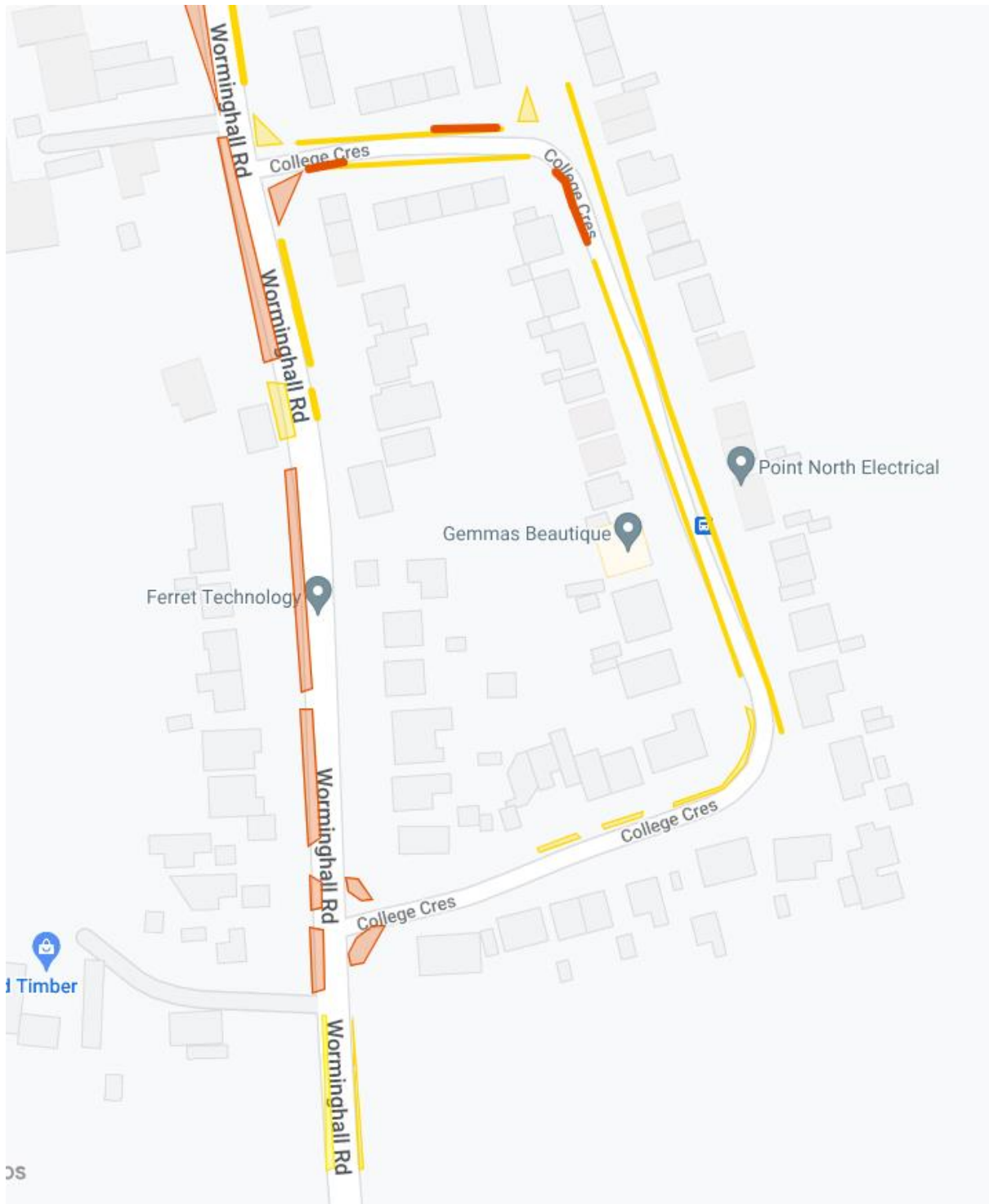
LOT 1 Oakley Playing Field, HP18 9RD (shaded purple on maps – football pitch shaded blue)



Map 2:

South end of Worminghall Road & College Crescent

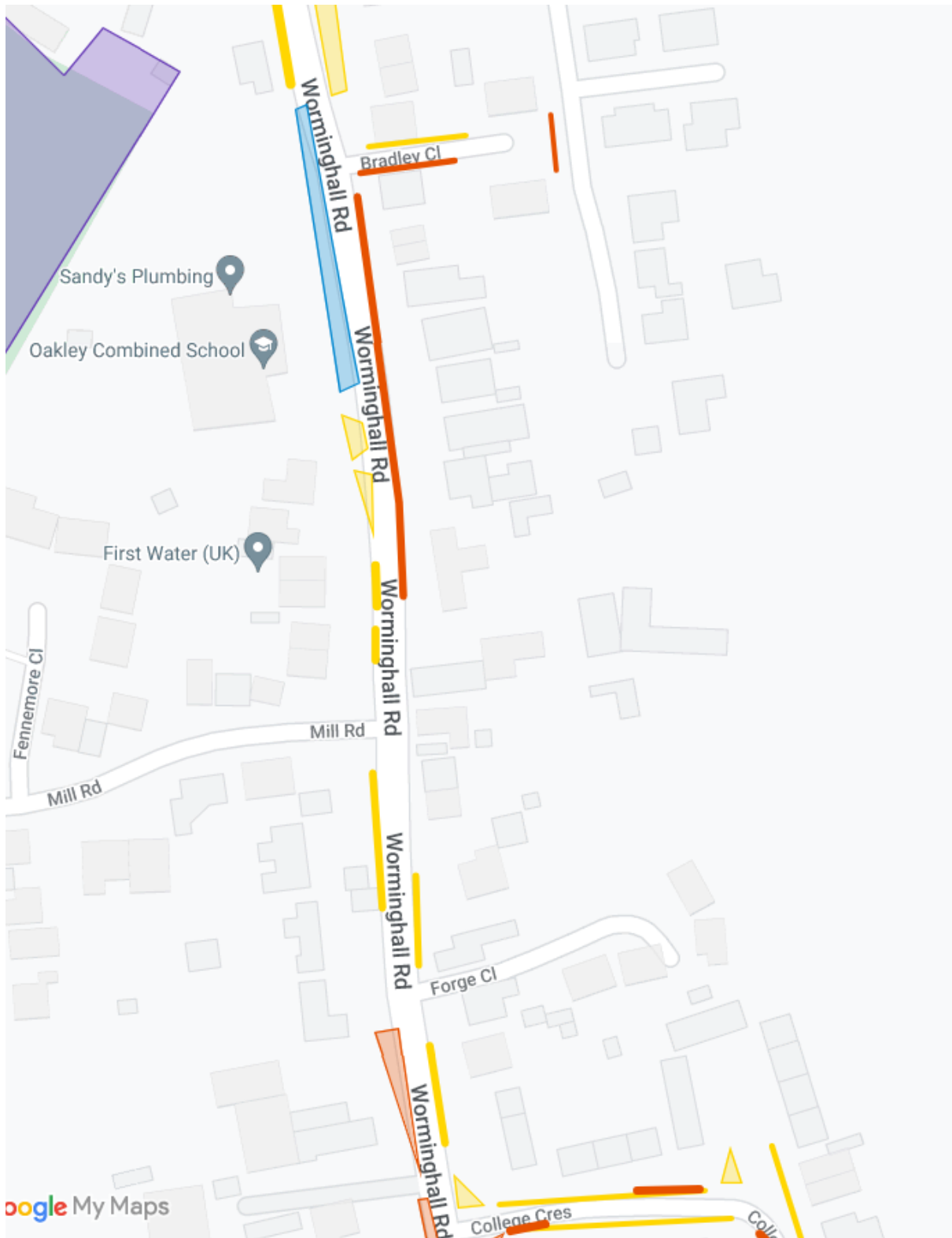
(Lot 2 = Blue; Lot 3 = Red (householders usually mow) or Yellow)



Map 3:

Worminghall Road – College Crescent to Bradley Close

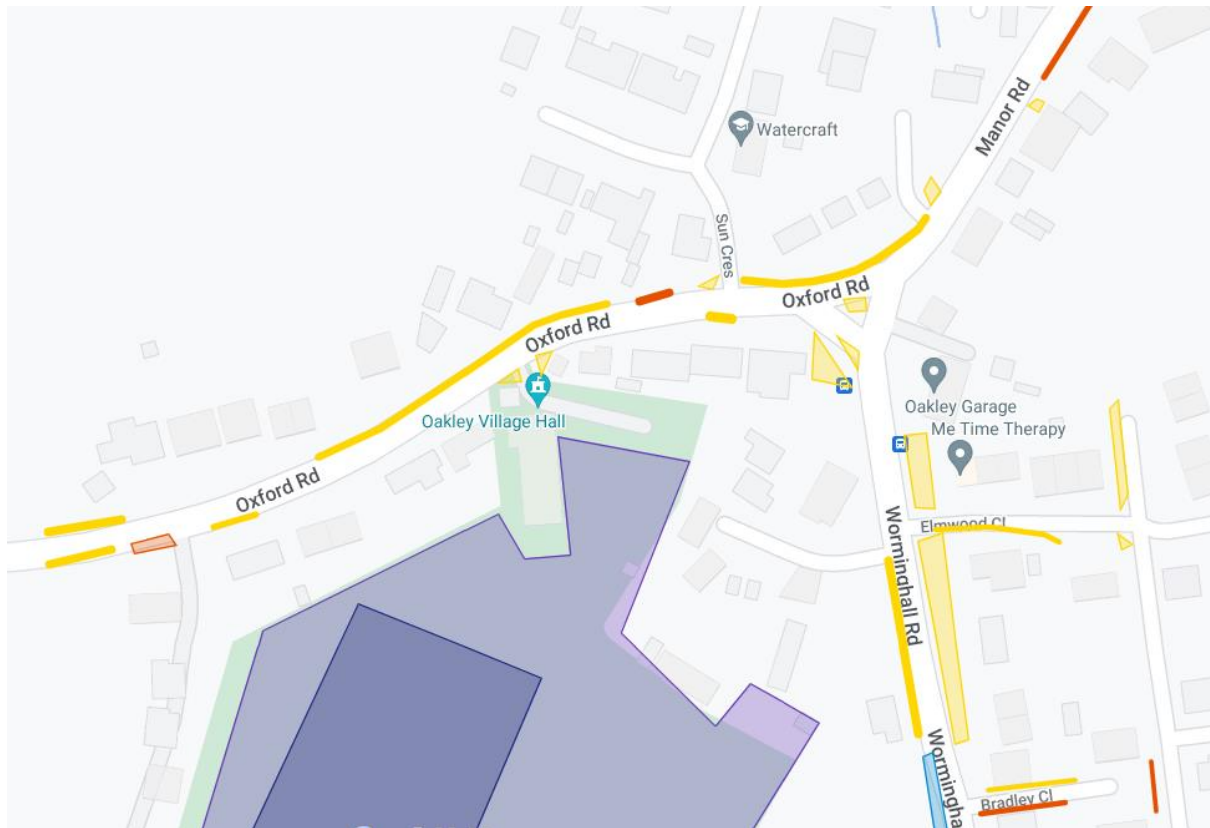
(Lot 2 = Blue; Lot 3 = Red (householders usually mow) or Yellow)



Map 4:

North end Wормinghall Road, Elmwood Close, Oxford Road, Manor Road (to Turnpike).

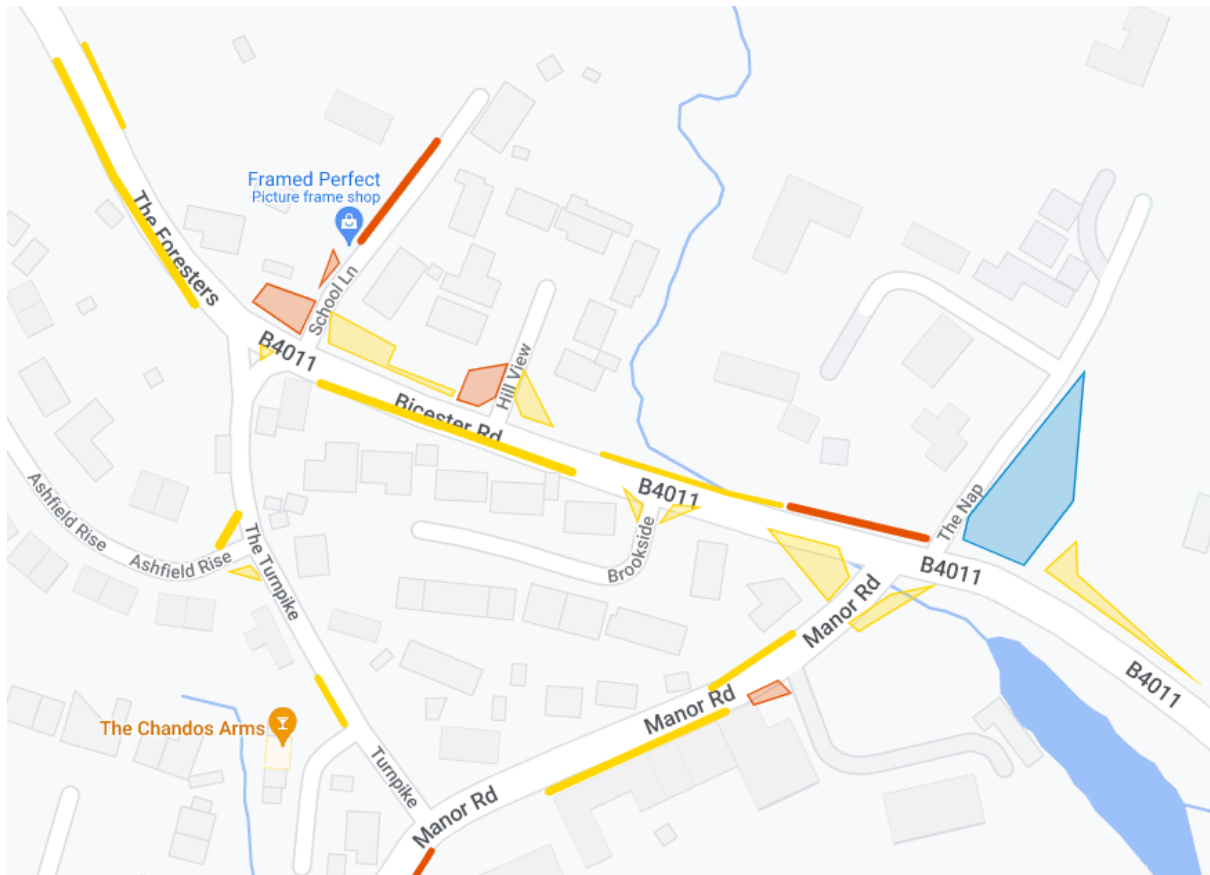
(Lot 2 = Blue; Lot 3 = Red (householders usually mow) or Yellow)



Map 5:

Turnpike, B4011 (Bicester end), Hill View, Brookside, Manor Road (Turnpike to B4011), The Nap

(Lot 2 = Blue; Lot 3 = Red (householders usually mow) or Yellow)



Map 6:

B4011 (from the Church to Thame entrance), Bottom of Brill Road

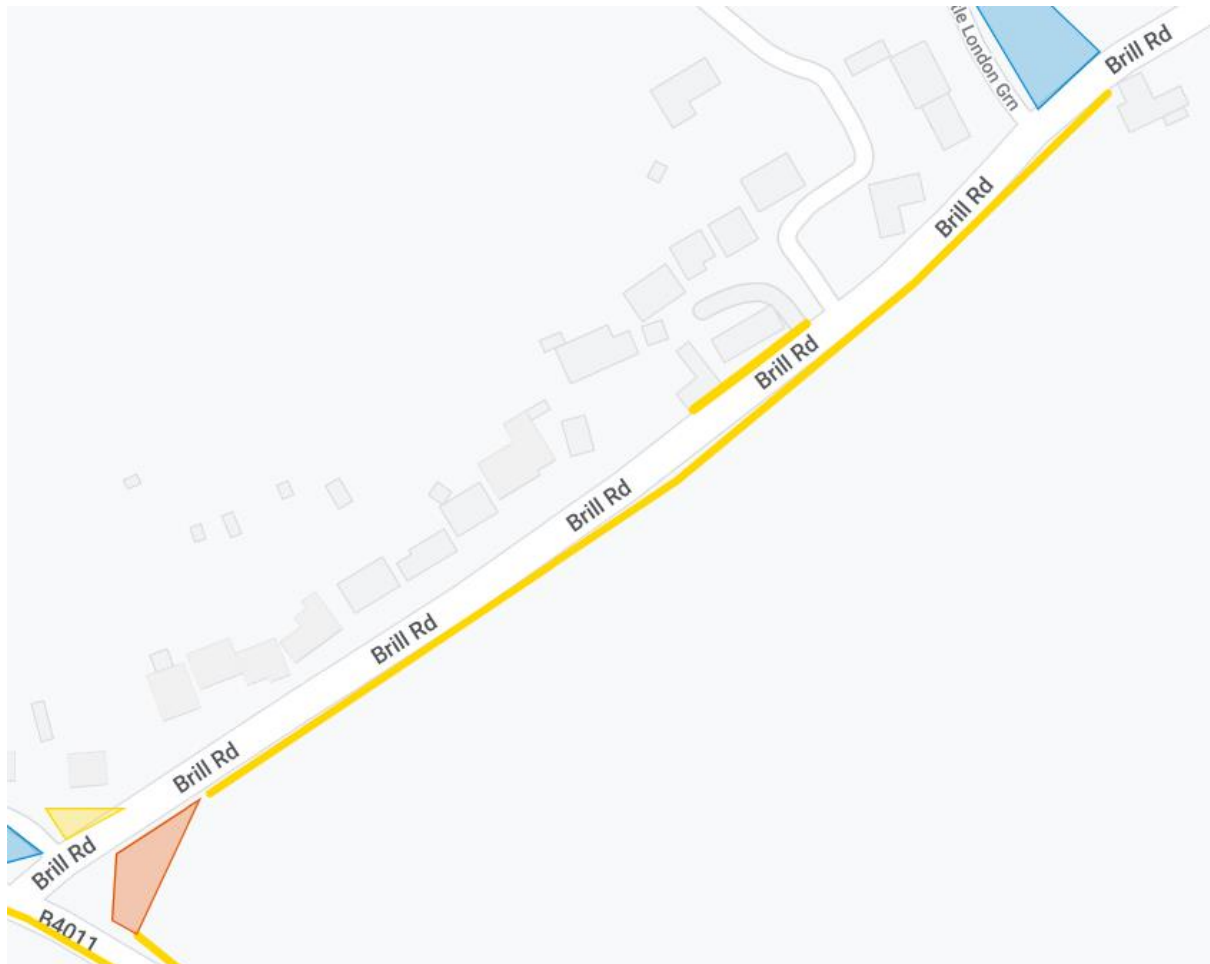
(Lot 2 = Blue; Lot 3 = Red (householders usually mow) or Yellow)



Map 7:

Brill Road (from B4011 to Little London Green)

(Lot 2 = Blue; Lot 3 = Red (householders usually mow) or Yellow)



Map 8:

Little London Green & Top of Brill Road

(Lot 2 = Blue; Lot 3 = Red (householders usually mow) or Yellow)

