A bird flying over a tree

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Invitation to Tender

Halewood Town Council Grounds Maintenance Contract

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**INTRODUCTION**

This Invitation to Tender (ITT) has been prepared by Halewood Town Council (The Council) inviting proposals for the provision of services as described in Schedule 2. This Invitation to Tender is subject to the following Tender Instructions and subject to the terms and conditions set out in Schedule 1 of this document. The contract will commence on 01 April 2024 and expire on 31 March 2027 (3 years). Information about the Town Council can be found at [www.halewoodtowncouncil.gov.uk](http://www.halewoodtowncouncil.gov.uk)

1. **TENDER INSTRUCTIONS**

**1 Questions**

Questions relating to this tender must be raised in writing no later than noon on 21st November 2023. Questions should be addressed to the Town Manager by e-mail to [gerry.allen@knowsley.gov.uk](mailto:gerry.allen@knowsley.gov.uk) . Please note that the responses to any questions raised during the tendering period may be circulated to others who have expressed an interest in submitting a tender in the form of a Circular Advice Note. The applicant’s details will be withheld.

**2 Site Visits**

Site visits to discuss the tender may be undertaken by prior agreement with the Town Manager.

**3 Deadline for receipt of tenders**

To be considered, written tenders must have been received in a sealed envelope by the Clerk to the Council by noon on 7 December 2023. Please write the name of the contract being tendered for (as shown on the cover page of this document) on the outside of the envelope which will not be opened until after 1.00 pm on that day by the Town Manager (or Senior Officer of the Council). The envelope should be delivered to: The Town Manager, Halewood Town Council, Arncliffe Sports and Community Centre, Arncliffe Road, Halewood, Knowsley L25 9PA. The Tender Responses will remain the property of the Council.

**4 Business References**

In addition to your tender, we welcome business references obtained in the last 2 years. Please include the contact names, addresses and telephone numbers of referees.

**5 Quote Basis**

Where the frequency of services is specified, these services form the Core Services for which a single total price should be submitted in the Tender Response Document. Where the frequency of services is not specified, these services form the Additional Services for which an hourly rate should be submitted in the Tender Response Document. All tender prices will be fixed for the duration of the contract.

**6 The Decision**

The process will be a single stage process. The Council is not bound to accept the lowest priced, or any, tender. The evaluation criteria will include emphasis on quality as well as price.

**7 Canvassing**

Contractors tendering for this contract must not canvass Members of the Council or its Officers. Any effort to do so will immediately disqualify any tender submitted.

**8 Notification of Outcome**

The Town Manager will notify all parties of the initial outcome of this tender process by email before noon on 15 December 2023. However, this decision will be conditional on approval via a formal meeting of Halewood Town Council to be held on 18 January 2024.

Please provide the appropriate contact email details in your response.

**9 Start Date**

The successful Contractor will need to be able to commence work on this contract on 01 April 2024.

**10 Freedom of Information**

Please note that all information submitted to the Council may need to be disclosed and/or published by the Town Council. Without prejudice to the foregoing generality, the Council may disclose information in compliance with the Freedom of Information Act 2000 (the decisions of The Council and their legal advisors in the interpretation thereof shall be final and conclusive in any dispute, difference or question arising in respect of disclosure under its terms), any other law, or, because of judicial order, order by any court or tribunal with the authority to order disclosure. If you consider that any of the information included in your tender response is commercially confidential, please identify it and explain (in broad terms) what harm might result from disclosure and/or publication. It should be remembered though that, even where you have indicated that information is commercially sensitive, the Council may disclose this information where they see fit. Receipt by the Council of any material marked “confidential” or equivalent should not be taken to mean that the Council accept any duty of confidence by virtue of that marking.

**11 Tender Timescales**

The timescales relating to this tender are:

|  |  |
| --- | --- |
| **Action** | **Date** |
| Publication of Notice to Tender | 13 October 2023 |
| Issue of Invitation to Tender (ITT) for the Grounds Maintenance Contract of Halewood Town Council | 23 October 2023 |
| Site visits and queries | 1 – 30 November 2023 |
| Deadline for return of Tender Response Document | 7 December 2023 |
| Evaluation of Tenders by Halewood Town Council | By 13 December 2023 |
| Notification of Award Decision (conditional on full council approval) | 15 December 2023 |
| Full council approval decision | 18 January 2024 |
| Contract Start Date | 1 April 2024 |

**2. SERVICE AGREEMENT SCHEDULE**

**12 Definitions**

For information, the following expressions shall have the meanings hereby assigned to them:

‘Agreement’ - the Information and Instructions for Quotations, the Specification.

‘Town Manager’ – the Town Manager of an appointed Senior Officer to Halewood Town Council.

‘Contractor’ - the person, persons. or company whose quotation is accepted.

‘Council’ – Halewood Town Council

‘Contractor's Staff’ - those persons employed or engaged by the Contractor from time to time to perform this Agreement on its behalf. The definition of ‘Contractor's Staff’ will also include the staff of any permitted sub-contractor who are performing the Contractor’s obligations under this Agreement from time to time.

**13 Variation of Agreement**

Variations to the Services Specification may be proposed by the Council or the Contractor. Any agreed variations shall be confirmed in writing by the Council.

**14 Performance of Service**

The Contractor shall perform the services in a manner consistent with the terms and conditions of the agreement and to the satisfaction of the Town Manager / the Council.

All operations shall be carried out by the Contractor without unreasonable noise and disturbance so as not to interfere with the convenience of the public, access to, or occupation of public roads, private or public footpaths or properties and the Contractor shall indemnify the Council in respect of all claims demands proceedings costs and expenses whatsoever arising out of, or in relation to, any such matters.

**15 Works Required**

The Contractor shall carry out the works detailed in the Service Specification.

**16 Times of Work**

The times of work shall be flexible. However, it is anticipated the Contractor will carry out work between the hours of 8.00 am and 6.00 pm on Monday, Tuesday, Wednesday, Thursday and Friday. The Contractor should advise the council if it intends to carry out work on Saturday, Sunday or Bank Holidays.

**17 Reporting**

The Contractor shall provide, on the last day of June, September, December and March a written report detailing all work undertaken that quarter, including supportive evidence. The Contractor will also, by way of this report, make proposals for other work that they have identified as being necessary to carry out. The Town Manager may check progress by visiting a job site at any time without notice to the Contractor.

The Contractor will meet with the Town Manager quarterly or at such other times as the Town Manager may reasonably request to review progress on the contract, and to consider work to be carried out in the following quarter.

The Contractor will attend a minimum of one meeting of the full council per annum to detail work undertaken as part of the Grounds Maintenance Contract.

**18 Invoicing and Payment**

Invoices should be produced quarterly by the last day of the month and clearly state the agreed scheduled payment, or the cost of each individual job carried out over that period. If appropriate or requested, the invoice should be accompanied by a completed timesheet. The invoice will then be scrutinised by the Responsible Financial Officer against this contract and if as expected, presented to signatories for payment. Payment will be made via BACS.

In accordance with the Public Procurement Contract Regulations 2015, the Council will pay all valid and undisputed invoices no later than 30 days from the date on which the invoice was received.

**19 Additional Services**

In respect of all hourly and fixed price work to be carried out under this Contract, the Contractor must give a quote for the length of time needed to carry out the job, as well as the cost of materials. Other than where work is of an urgent nature (where approval will be given by telephone), this approval will be given in writing or in an email by the Town Manager. Any work carried out by the Contractor without prior authorisation may not be paid.

**20 Vehicles, Tools & Machinery**

The Contractor shall provide and maintain all such vehicles, tools and machinery as are necessary for the proper performance of the services, including fuel. The Contractor shall, at his expense, put and keep all vehicles, tools and machinery in good and serviceable repair.

Tools and machinery or any other items not owned by the Council cannot be stored on Council property unless agreed in writing with the Town Manager.

**21 Safety**

The Contractor shall take precautions as are necessary to protect the health and safety of all persons employed by the Contractor, the Council and the general public. The Contractor shall comply with the Health & Safety at Work Act and all other Acts or Regulations pertaining to the health and safety of the Contractor’s staff who must have been appropriately trained. The Contractor shall provide, if asked, adequate proof that all of the Contractor’s staff are well trained and conversant with Health & Safety legislation and are competent in their operating methods.

All relevant safety equipment (PPE) shall be always provided by the Contractor and worn by the Contractor’s staff when carrying out works.

The Contractor is required to notify the Town Manager immediately of any accidents, near misses or environmental incidents such as oil or diesel spillages. The Contractor is expected to carry spillage kits.

The Contractor shall undertake appropriate risk assessments.

**22 Liability**

The Contractor shall fully indemnify the Council against any expense, liability, loss, claim, or proceedings arising in respect of personal injury to any person or damage to any property arising from the performance of the services or any act, neglect or omission of any employee of the Contractor, howsoever such liability may arise.

**23 Insurance**

The Contractor shall fully insure and indemnify himself against any liability in the sum of at least £5 million for each claim:

1. to the employees of the Contractor,
2. to the Town Council, to any employee of the Town Council, and to any other persons for any damage, loss or injury.

A current Certificate of Insurance to this effect must be produced to the Town Manager prior to commencement of this Agreement and within a reasonable time upon a request by the Town Manager to do so during the continuance of this agreement.

**24 Termination of Agreement**

This contract runs from 01 April 2024 to 31 March 2027.

This agreement may be terminated by either the Council or the Contractor having given three months’ written notice expiring at any time.

This Agreement may be terminated by the Council immediately if the Contractor:

i) has failed to respond satisfactorily within 14 days to a written notice of default issued by the Town Manager or,

ii) is the subject of proceedings in voluntary or involuntary bankruptcy or,

iii) enters any arrangements or takes any action which could, in the reasonable opinion of the Council affect the good reputation of the Council either directly or indirectly

**25 Assignment and Sub-Contracting**

The Contractor may not assign sub-contract or otherwise transfer this Agreement or any of its rights and/or obligations under this Agreement, whether in whole or in part, without the prior written consent of the Council.

**26 Good faith and collaborative working**

The parties shall always act in good faith towards each other and shall establish, develop and implement a collaborative relationship based on trust, fairness and mutual co-operation, and shall freely share information with the objective of enabling the Council to effectively provide the relevant services for the benefit of residents / precept payers and visitors to the township of Halewood.

1. **GENERAL INSTRUCTIONS TO TENDERERS**

**27 GENERAL GRASS MAINTENANCE**

The main mowing season shall typically run from mid-March until mid-October. If after any cutting, it is evident that “bents” and “stalks” are significantly detracting from the appearance of the grass, an alternative method of cutting e.g. changing from a cylinder to a rotary type cutting machine shall be substituted by the Contractor at no extra charge to achieve a good uniform standard.

In order to minimise the risk to passers-by and to help keep the township clean, the Contractor shall collect litter and fly tipped material from the land subject to maintenance prior to cutting the grass.

The Contractor shall ensure that all grass cuttings are removed from the machines before proceeding onto the Highway. After each cut, any cuttings laying on hard surfaces are to be swept or blown from any hard standing back onto the grassed area.

The grass around permanent obstructions on all grass cutting regimes shall be strimmed after each cut and to a height to match that of the area that has been mown to ensure continuity. During strimming and all grass cutting operations, adequate precautions must be taken to protect all trees from damage as well as the protection of passing vehicles and members of the public.

All grass cutting equipment shall be maintained in a condition that avoids ‘ribbing’, and to ensure an even, uniform finish to the grass. If ground conditions are such that the Service cannot be delivered without undue damage to the grass or the ground (i.e. extremely wet) the Contractor shall use their discretion and not conduct the planned Service until the needs have been agreed with the (Town Council) Authorised Officer. The Authorised Officer may suspend or delete the cutting of the area(s) from the Programme for that cycle.

The square meterage of areas quoted in the Specification are a guide only and Contractors must satisfy themselves as to the exact areas of sites.

**19.4**

27.1 Pedestrian Grass Cutting

Litter picking of grassed areas shall be undertaken immediately prior to the commencement of grass cutting. Areas of grass detailed as pedestrian shall be cut with an appropriate walk behind machine at regular intervals as per the agreed frequency in the specification, with all cuttings being collected. Grass shall be cut to an average finished height of between 15mm and 25mm after cutting. Grass within 100 mm of permanent obstructions shall be strimmed every cycle. Use of chemicals to control grass around such obstructions will be permitted, subject to the approval of the Authorised Officer.

27.2 Ride On Grass Cutting

Litter picking of grassed areas shall be undertaken immediately prior to the commencement of grass cutting. Areas of grass detailed as cut and collect shall be cut with an appropriate machine at regular intervals as stated by the number of cuts during the mowing season, with all cuttings being collected and disposed of ‘off site’. Grass shall be cut to an average finished height of between 15mm and 25mm after cutting. Grass within 100 mm of permanent obstructions shall be strimmed every cycle. Use of chemicals to control grass around such obstructions will be permitted.

27.3 Tractor Grass Cutting

Litter picking of grassed areas shall be undertaken immediately prior to the commencement of grass cutting. The grass shall be cut using appropriate machinery to an average finished height of no more than 50mm after cutting. Grass cuttings shall be dispersed onto the site to minimise arisings. Excessive arisings, in the opinion of the Authorised Officer, must be removed from site.

27.4 Football Pitches (Arncliffe Sports Fields and Hollies Recreation Ground)

Areas of the above sites which are used as football pitches are to be maintained in accordance with following:

* Litter picking of grassed areas shall be undertaken immediately prior to the commencement of grass cutting.
* The grass shall be cut using appropriate machinery to an average finished height of no more than 40mm after cutting.
* Grass cuttings shall be dispersed onto the site to minimise arisings with any excessive arisings, in the opinion of the Authorised Officer, removed from site.
* Fertilising as required in Spring and Autumn and Verti draining of playing surfaces.
* Damaged areas of playing surface to be repaired either by re-seeding or re-turfing.

**28 INVASIVE WEEDS**

The Contractor shall manage and treat all such plants as defined by the Weeds Act 1959 (e.g. Ragwort, Japanese knotweed and other noxious and injurious etc weeds) that may appear on site as part of the Programme of Services and according to industry standards.

**29 MEADOWLAND AND WILDFLOWER AREAS (If any)**

Wildflower areas will receive an annual sow of wildflower seed (typically a versatile mixture of British wildflower species (20%) and non-competitive grasses (80%)). Such programmes should provide colour and suits a variety of soil types and situations, with the non-aggressive grasses keeping the weeds at bay and allowing the flowers to establish.

Examples of wildflower species include betony, birdsfoot trefoil, black knapweed, black medick, common agrimony, common saint john’s wort, common vetch, corn marigold, corncockle, cornflower, field poppy, foxglove, hairy saint john’s wort, hedge bedstraw, hoary plantain, ladies bedstraw, meadow buttercup, musk mallow, oxeye daisy, ribwort plantain, red campion, salad burnet, selfheal, sorrel, white campion, wild carrot, yarrow and yellow rattle.

Wildflower and Meadow land areas will receive an annual flail cut (and when required to reduce soil fertility, an annual collect). Typically, this is undertaken in September.

**30 SEASONAL LEAF FALL**

The Contractor shall deal with the autumn leaf fall from pathways and paved areas. Autumn leaf collection shall commence in October and shall be completed by the end of January (subject to seasonal changes).

**31 FLY TIPPING/ DRUGS AND COLLECTION OF SHARPS**

The Contractor shall from time to time be required to remove non-hazardous fly tipped waste from land to which this Contract applies. Unless the items fly tipped are of such a nature as to require specialist equipment to aid removal, all such items must be removed within 24 hours of being reported. The contractor should contact the Authorised Officer in relation to any hazardous waste and/or drug paraphernalia to arrange for the safe disposal.

**32 PLAY AREA SAFETY INSPECTION**

The contractor will be responsible for the maintenance and health and safety inspections of a range of toddler and junior play equipment. This includes:

32.1 Independent (ROSPA) Inspection - Annually

The British and European safety standard BS EN1176 and the Health and Safety Executive strongly recommend that all play areas have a annual inspection from an independent suitably qualified body such e.g. RoSPA. Such inspections ensure the long term safety of the site, equipment and ancillary items. This will also meet legal and insurance responsibilities as well as complying with the requirements of EN1176 (the new European Playground Standard). The contractor will arrange for the annual inspection and provide an annual report to the Authorised Officer.

32.2 Visual Inspection & Maintenance

The contractor will undertake a weekly play area inspection, this will be carried out by a RoSPA level 2 qualified person and should include a list of checks to ensure the safety of the play equipment. Reports will be provided by exception to the Authorised Officer.

32.3 Repair and Replacement of Play Equipment

Following a quarterly inspection, depending upon the specification, the contractor may be required to undertake playground repairs / replace damaged equipment. Alternatively, if this is not specified, the contractor must contact the Authorised Officer to seek approval to undertake such repairs or to affect the replacement of play equipment. This work must be carried out as soon as reasonably practicable. Dangerous equipment must be closed immediately prior to repair.

**33 GREEN FLAG STANDARD PARKS**

Depending on the specification, some green spaces are to be maintained in line with the Green Flag Standard. For further details on this standard please refer to <http://www.greenflagaward.org.uk/>

**34 PERFORMANCE REPORTS**

The Contractor will provide quarterly performance reports to the Authorised Officer in a format to be agreed.

1. **DETAILED SERVICE SPECIFICATION**

The detailed Service Specification for all 8 parks/green spaces that form the basis of this specification are available as a separate set of excel documents. They must be completed by tenderers along with the summary document at Section 5. Please note that the figures on the documents for weekly, monthly, annual visits/cuts etc. are for illustration purposes only. Please input your own figures into the documents.

1. **SUMMARY TENDER RESONSE DOCUMENT**

Tender of the Maintenance of Parks, Open Spaces and Woodland for Halewood Town Council.

# FORM OF TENDER

1. I/We the undersigned hereby tender for the above contract in accordance with the Specification of Works at the prices quoted hereunder:

|  |  |
| --- | --- |
| **Site** | **Cost £** |
| Frederick Lunt Playing Field, Abberley Road, Halewood, |  |
| The Arncliffe Sports and Community Centre, Arncliffe Road, Halewood |  |
| Elwyn Gardens, Elwyn Drive, Halewood, |  |
| Grassington Crescent, Halewood, open space contiguous with the Arncliffe Centre |  |
| Hilton Grace Playing Field, Hollies Road, Halewood, |  |
| Halewood Doorstep Green, Blackburne Drive, Halewood, |  |
| New Hutte Woods, Old Hutte Lane, Halewood, |  |
| Wood Road, Halewood (Open Space |  |
| **TOTAL** |  |

1. I/We agree that this Tender together with your written acceptance thereof shall constitute a binding contract between us.
2. I/We understand that Halewood Town Council does not bind itself to accept the lowest or any tender submitted in response to this enquiry and may accept the whole or part of any tender.
3. I/We understand that Halewood Town Council reserves the right to discontinue the award procedure in the event of irregular tenders or in the absence of appropriate tenders and in such circumstances may use the negotiated procedure without a further call for competition.
4. I/We warrant that I/we have all the requisite corporate authority to sign this tender.

|  |  |
| --- | --- |
| **Signed** |  |
| **Name in Block Capitals** |  |
| **Role in Organisation** |  |
| **Dated** |  |

|  |
| --- |
| **Registered Address and other relevant details (i.e. company stamp)** |
|  |