



# Stamford

*Town Council*

## Invitation to Tender

### For Provisions of Ground Maintenance Services

1<sup>st</sup> April 2022 – 31<sup>st</sup> March 2025

## Contents

Invitation to Tender (“ITT”) .....	5
1. Introduction .....	5
2. Tender Process .....	5
3. Purpose and Scope of this Invitation to Tender .....	6
4. Contract Term .....	7
5. Instructions for Completion .....	7
6. Tender Validity .....	7
7. Return of your Tender .....	7
8. Disclaimers .....	8
9. Indicative Timetable .....	8
10. Eligibility, Selection and Award Criteria .....	8
11. Contract Award .....	8
Appendix A - Standard Conditions of Contract .....	9
1. Contract Documents .....	9
2. Supervising Officer .....	9
3. Extent of Work .....	9
4. Site Details .....	9
5. Workmanship and Equipment .....	9
6. Erection/Installation/Removal .....	10
7. Duration of Contract .....	10
8. Payment to Contractor .....	10
9. Termination of Contract .....	10
10. Insurance .....	10
11. Health and Safety .....	11
12. Force Majeure .....	11
13. Indemnity .....	11
14. Freedom of Information Act 2000 .....	11
15. Assignment and Sub-Contract .....	12
16. Amendments .....	12
17. Entire Agreement .....	12
18. Third Party Rights and Sole Remedy .....	12
19. Key Holder .....	12
20. Notes to Tenderers .....	13
Appendix B - Specification of Works .....	14
1. Grass Cutting .....	14
1.1. Areas to be Cut .....	14
1.2. Period of Work .....	14
1.3. Prior to Grass Cutting .....	14
1.4. Grass Cutting .....	14
1.5. Obstacles .....	15
1.6. Cleaning Up .....	15
1.7. Hedges .....	15

1.8.	Plant and Transport .....	15
1.9.	Litter and Waste .....	16
1.10.	Noise .....	16
1.11.	Hours for Working.....	16
1.12.	Inclement Weather.....	17
1.13.	Complaints .....	17
1.14.	Method of Assessment of Maintenance Standards .....	17
1.15.	Out of Hours Contact Telephone Number.....	17
1.16.	Trees .....	17
1.17.	Shrubs and Planted Areas .....	18
1.18.	Play Surfaces .....	18
1.19.	Hard Landscaping .....	18
1.20.	Graves.....	18
1.21.	Area Clearance .....	18
1.22.	Scheduled Work.....	18
1.23.	Unscheduled Work .....	19
1.24.	Acquisition and Disposal of Sites.....	19
	Appendix C - Schedule of Works.....	20
1.	Specification .....	20
1.	Element 1 - Recreation Ground, Recreation Ground Road, Stamford PE9 1EN, Stamford Meadows, Bath Row, Stamford PE9 2WE. Uffington Road Allotments, Uffington Road, Stamford, PE9 2EX .....	20
2.	Element 2 - Grass Tennis Courts, Recreation Ground, Recreation Ground Road, Stamford PE9 1EN. ....	20
3.	Element 3- Stamford Cemetery, Radcliffe Road, Stamford, PE9 1BD. ....	21
4.	Element 4 – St Michaels Church Yard, High Street, Stamford, PE9 2AW.....	21
5.	Optional Elements .....	21
2.	Maintenance of Grassed Areas.....	22
3.	Hedge Maintenance .....	25
4.	Cleansing and Associated Activities .....	27
5.	Maintenance and Care of Shrub/ Flower Beds .....	31
6.	Maintenance of Exterior Furniture (this item is optional but would be looked upon favourably as an extra by the Council).....	32
	Appendix D– Commercial Information.....	33
	<b>Part A</b> .....	33
1.	<b>Commercial Information</b> .....	33
2.	<b>Areas of Business</b> .....	34
3.	<b>Insurance</b> .....	34
4.	<b>Health and Safety</b> .....	35
4.	<b>Environmental Sustainability</b> .....	35
	<b>Part B</b> .....	36
	<b>Technical Capability</b> .....	36
1.	<b>Previous Experience</b> .....	36
2.	<b>Staff Skills and Development</b> .....	36

<b>Part C</b> .....	37
<b>1. References</b> .....	37
<b>Part D</b> .....	38
<b>Technical Proposal</b> .....	38
<b>1. Service Requirements</b> .....	38
<b>2. On-site Arrangements</b> .....	38
<b>3. Quality of work and Supplier conduct</b> .....	38
<b>4. Sub-Contracting</b> .....	38
Appendix E – Financial Proposal .....	39
Appendix F – Form of Tender and Declaration .....	40
<b>Declaration</b> .....	40
<b>Non-Collusion Declaration</b> .....	40
Appendix G – Definitions .....	41
Appendix H – Site Plans.....	44
<b>Recreation Ground</b> .....	44
<b>Meadows</b> .....	45
<b>Allotments</b> .....	46
<b>Cemetery</b> .....	47
<b>St Michaels Church Yard</b> .....	48

## Invitation to Tender (“ITT”)

### 1. Introduction

- 1.1. Stamford Town Council ("the Council") is seeking to award a three-year contract with the option to extend for a further two years at the discretion of the Council and by mutual agreement.
- 1.2. Stamford Town Council is committed to providing a high standard when maintaining the Councils open spaces: Recreation Ground & Meadows, Stamford Cemetery, Uffington Road Allotments and St Michaels Churchyard. Stamford Town Council hereby invites tenders for the carrying out of the Ground Maintenance in accordance with the Contract documents attached, which comprise: -

Appendix A - Standard Conditions of Contract (pg. 9)

Appendix B - Specification of Works (pg. 14)

Appendix C– Schedule of Works (pg. 20)

Appendix D– Commercial Information (pg. 39)

Appendix E – Financial Proposal (pg. 39)

Appendix F – Form of Tender and Declaration (pg.40)

Appendix G – Definitions (pg. 41)

Appendix H – Site Plans (pg. 44)

Within the document is the specification for each element (see pg. 20-21) of the tender. Prospective contractors may tender for 1 or more elements of the tender, these may be awarded separately, or as a whole following review of tenders received.

Please provide the costs (Ex VAT) associated with required element as required within the Financial Proposal (see pg.39).

Site maps of all areas (see pg. 44) have been included for your reference, but you are strongly advised to visit each site prior to submitting your quote.

- 1.3. Prospective Contractors should ensure that they are completely familiar with the nature and extent of the obligations required if the tender is awarded.
- 1.4. Any queries regarding the interpretation of any part of the Tender document should be in writing and addressed to the Deputy Town Clerk by no later than one week before the closing date **14<sup>th</sup> October 2021**.
- 1.5. Prospective contractors should note that the Council is not bound to accept the lowest value, or any tender. The Council’s decision is final, and no correspondence will be entered into on the reasons why a tender has been rejected. For full details on the Council procedure please refer to Section 2 below.

### 2. Tender Process

- 2.1. Stamford Town Council (STC) Financial Controls and Procurement. STC Standing Orders (Page 18 – 20)
  - a) The council shall consider and approve financial regulations drawn up by the Responsible Financial Officer, which shall include detailed arrangements in respect of the following:
    - i. the keeping of accounting records and systems of internal controls.
    - ii. the assessment and management of financial risks faced by the council.
    - iii. the work of the independent internal auditor in accordance with proper practices and the receipt of regular reports from the internal auditor, which shall be required at

## Invitation to Tender 01 April 2022- 31 March 2025

- least annually.
- iv. the inspection and copying by councillors and local electors of the council's accounts and/or orders of payments; and
  - v. whether contracts with an estimated value below £25,000 due to special circumstances are exempt from a tendering process or procurement exercise.
- b) Financial regulations shall be reviewed regularly and at least annually for fitness of purpose.
  - c) A public contract regulated by the Public Contracts Regulations 2015 with an estimated value in excess of £25,000 but less than the relevant thresholds in standing order 18(f) is subject to Regulations 109-114 of the Public Contracts Regulations 2015 which include a requirement on the Council to advertise the contract opportunity on the Contracts Finder website regardless of what other means it uses to advertise the opportunity unless it proposes to use an existing list of approved suppliers (framework agreement).
  - d) Subject to additional requirements in the financial regulations of the Council, the tender process for contracts for the supply of goods, materials, services or the execution of works shall include, as a minimum, the following steps:
    - i. a specification for the goods, materials, services, or the execution of works shall be drawn up.
    - ii. an invitation to tender shall be drawn up to confirm (i) the Council's specification (ii) the time, date, and address for the submission of tenders (iii) the date of the Council's written response to the tender and (iv) the prohibition on prospective contractors contacting councillors or staff to encourage or support their tender outside the prescribed process.
    - iii. the invitation to tender shall be advertised in a local newspaper and in any other manner that is appropriate.
    - iv. tenders are to be submitted in writing in a sealed marked envelope addressed to the Proper Officer.
    - v. tenders shall be opened by the Proper Officer in the presence of at least one councillor after the deadline for submission of tenders has passed.
    - vi. tenders are to be reported to and considered by the appropriate meeting of the Council or a committee or sub-committee with delegated responsibility.
  - e) Neither the Council, nor a committee or a sub-committee with delegated responsibility for considering tenders, is bound to accept the lowest value tender.
  - f) A public contract regulated by the Public Contracts Regulations 2015 with an estimated value in excess of £189,330 for a public service or supply contract or in excess of £4,733,252 for a public works contract; or £663,540 for a social and other specific services contract (or other thresholds determined by the European Commission every two years and published in the Official Journal of the European Union (OJEU)) shall comply with the relevant procurement procedures and other requirements in the Public Contracts Regulations 2015 which include advertising the contract opportunity on the Contracts Finder website and in OJEU.

### 3. Purpose and Scope of this Invitation to Tender

- 3.1. 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.

# Invitation to Tender 01 April 2022- 31 March 2025

- 3.2. The potential provider shall not make any contact with any employee (other than under 1.4. above), Officer or Councillors of the Council during the period of this procurement.

## 4. Contract Term

- 4.1. The Contract shall be for an initial service period of three (3) years from 1<sup>st</sup> April 2022 to 31<sup>st</sup> March 2025 (subject to satisfactory performance and annual break clauses) with the option to extend for a further two years at the discretion of the Council and by mutual agreement.

## 5. Instructions for Completion

- 5.1. Potential contractors should read these instructions and the Specification of Works (Appendix B page 14) and Schedule of Works (Appendix C page 20) carefully before completing the tender response. Failure to comply with these requirements may result in the tender being invalid. Potential contractors 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 contractor accepts these conditions.

## 6. Tender Validity

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

## 7. Return of your Tender

- 7.1. If having examined the tender documents if you wish to submit a tender, you should fully complete and return the following documents:  
Appendix D– Commercial Information (pg.33)  
Appendix E – Financial Proposal (pg.39)  
Appendix F – Form of Tender and Declaration (pg. 40)  
Companies Health & Safety Policy and Method Statement to be provided
- 7.2. Please ensure the completed form is sent to the address below by **4pm** on the **Thursday, 14 October 2021**
- 7.3. Ensure the envelope clearly states “Private & Confidential, 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 in the presence of the Amenities & Finance, Personnel & Assets Chairmen.

Town Clerk  
Stamford Town Council  
Town Hall  
St Mary’s Hill  
Stamford  
PE9 2DR

If you have any questions or would like to arrange a site visit with a member of staff, then please contact [dtc@stamfordtowncouncil.gov.uk](mailto:dtc@stamfordtowncouncil.gov.uk)

### **TENDERS RECEIVED LATE WILL NOT BE CONSIDERED**

- 7.4. The successful tender together with the Council's written acceptance shall form a binding agreement in the terms of the contract document. Depending on quotes received the final contract offer may be amended reflecting on the elements selected.

# Invitation to Tender 01 April 2022- 31 March 2025

## 8. Disclaimers

- 8.1. Due diligence has been undertaken and information together with the supporting documents have been prepared in good faith. However, it does not purport to be comprehensive nor has it been independently verified.
- 8.2. Neither the Council, nor any Councillor, officers or employees:
- a) makes any representation of warranty (express or implied) as to the accuracy, reasonableness, or completeness of the Invitation to Tender (ITT); or
  - b) accepts any responsibility for the information contained in the ITT 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.

## 9. Indicative Timetable

- 9.1. 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.

Stage in the Procurement	Deadline
Deadline for return of the ITT	Thursday, 14 October 2021 4pm
Evaluation of the ITT responses commences	Friday, 15 October 2021 1pm
Clarification meetings if required	Monday, 25 October 2021 6pm
Report to Full Council	Tuesday, 26 October 2021 7pm
Award of Contract	Monday, 01 November 2021
Contract start date	1 <sup>st</sup> April 2022

## 10. Eligibility, Selection and Award Criteria

- 10.1. In addition to price, all tenders will be evaluated against the selection criteria below.

Selection criteria	Weighting
Health and Safety	15%
Environmental sustainability	5%
Technical capacity, expertise, and experience	55%
Existing experience of equipment use	5%
References	20%
<b>Total</b>	<b>100%</b>

## 11. Contract Award

- 11.1. Contract award is subject to the formal approval process of the Council which will take place at the Full Council meeting on **Tuesday, 26 October 2021**. Until all necessary approvals are obtained no agreement will be entered into.



## Appendix A - Standard Conditions of Contract

### 1. Contract Documents

1.1. The Contract Documents will comprise:

- Appendix A - Standard Conditions of Contract (pg. 9)
- Appendix B - Specification of Works (pg. 14)
- Appendix C- Schedule of Works (pg. 20)
- Appendix D- Commercial Information (pg. 33)
- Appendix E – Financial Proposal (pg. 39)
- Appendix F – Form of Tender and Declaration (pg.40)
- Appendix G – Definitions (pg. 41)
- Appendix H – Site Plans (pg. 44)

### 2. Supervising Officer

- 2.1. The officer will be the Deputy Town Clerk.
- 2.2. The functions, rights and powers conferred by this Contract upon the Contractor shall be exercised by the Supervising Officer as defined in the Conditions. The Contractor shall in no circumstances question the authority of Supervision Officer identified within the Contract.

### 3. Extent of Work

- 3.1. Generally, the work will comprise of the cutting of grass (all vegetation within the specified areas), strimming and selective weed control where specified on land within the Town of Stamford, litter and waste collection and removal including green waste. To include strimming around play and gym equipment, graves, 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.

### 4. Site Details

4.1. The sites are:

- Recreation Ground, Recreation Ground Road, Stamford PE9 1EN
- Grass Tennis Courts, Recreation Ground, Recreation Ground Road, Stamford PE9 1EN
- Stamford Meadows, Bath Row, Stamford PE9 2WE
- Stamford Cemetery, Radcliffe Road, Stamford, PE9 1BD
- St Michaels Church Yard, High Street, Stamford, PE9 2AW
- Uffington Road Allotments, Uffington Road, Stamford, PE9 2EX

### 5. Workmanship and Equipment

- 5.1. The workmanship must be of a professional standard and conform to all relevant British Standards, Specifications and Codes of Practice. The machinery and equipment must be safe, conform to all relevant standards and must be used by trained and competent persons.
- 5.2. The Contractor shall at all times, be fully responsible for obtaining all licenses, the payment of all licensing fees, taxes and insurances required in connection with or arising out of the possession or use of all plant equipment used in the performance of Services.
- 5.3. The Contractor shall procure and effect fully comprehensive insurance cover in respect of all vehicles employed in the performance of Services.
- 5.4. The Contractor shall put and keep all plant equipment always used in the performance during Service in good and serviceable repair and condition as commensurate with the proper performance by the Contractor on delivering the obligations required under this Contract.
- 5.5. The Contractor shall ensure that:

## Invitation to Tender 01 April 2022- 31 March 2025

- a. All drivers and operatives of plant equipment are competent and responsible for the operation and use of such equipment and where necessary hold the appropriate qualifications and licenses for use of those pieces of equipment.
- b. All drivers of Plant equipment must drive safely and appropriately at all times in accordance with statutory regulations and instructions of the Council; speed limits must be observed.
- c. All drivers are trained, qualified and competent in the safe use and management of their equipment.
- d. All operations are carried out in a careful, respectful and professional manner without causing obstruction or annoyance to the public or damage to property.

### 6. Erection/Installation/Removal

- 6.1. 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.

### 7. Duration of Contract

- 7.1. The duration of the contract will be from 1<sup>st</sup> April 2022 until 31<sup>st</sup> March 2025 and will be subject to a review if performance is not acceptable. 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 a fixed 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 and by mutual agreement.

### 8. Payment to Contractor

- 8.1. Contractual payments will be paid monthly on receipt and verification of an invoice from the contractor against the works completed in that month including the dates the tasks were carried out. Payment will be made by BACs.
- 8.2. The Contractor will issue an invoice before the 17<sup>th</sup> of the month which will be paid after the last Tuesday of the month. Bank details must be provided on invoice. Invoices submitted late will be paid in the subsequent month.
- 8.3. The Council shall be entitled to deduct from any payment any sum certified by the Supervising Officer as being deductible by reason of any omission or non-performance of the Service by the Contractor, or the defective performance of the Service by the Contractor, or any variation in the Service performed by the Contractor, or as a result of any modification in the Contractor's method of carrying out the Service or by way of charges, payments, compensation, agreed damages or other sums payable to the Council in pursuance of any of the Conditions

### 9. Termination of Contract

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

### 10. Insurance

- 10.1. The contractor is required to have a minimum of £10,000,000 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

# Invitation to Tender 01 April 2022- 31 March 2025

likely to cause injury or damage to a third party.

- 10.2. The contractor is required to have a minimum of £10,000,000 Employers 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.

## 11. Health and Safety

- 11.1. The Contractor shall ensure that the Service is performed in accordance with the Health and Safety at Work Act 1974 having regard to the safety of the public and of their employees. The Contractor shall ensure that at all times there is a minimum of obstruction to public and traffic when the service is performed in parks, or highways or other public places.
- 11.2. The Contractor shall in performing the Services adopt safe methods of work in order to protect the health and safety of all employees and of all other persons including members of the public as detailed in the Contractors Health and Safety Policy a copy with the Company's Method Statement will be required to be submitted with the tender documentation.
- 11.3. The Contractor shall at all times comply with the requirements of the Health and Safety at Work, etc, Act, 1974 the Management of Health and Safety at Work Regulations 1999 (and shall supply a copy of its risk assessment under these Regulations when requested by the Council), Workplace (Health and Safety and Welfare Regulations 1992) and of other Acts, Regulations, Orders, Approved Codes of Practice, Guidance or rules of law pertaining to health and safety.
- 11.4. The Contractor shall adhere at all times to CoSHH Regulations 1999. The Contractor shall produce and implement comprehensive written instructions for the safe use, delivery, handling and storage of all chemicals, herbicides and ensure the employees are trained and fully competent. Risk Assessments and CoSHH will need to be submitted before the commencement of the contract.

## 12. Force Majeure

- 12.1. Notwithstanding any provision of this Contract or in any document referred to or incorporated in it neither of the Council nor the Contractor shall be liable for any failure to carry out or delay (or for the consequences of any failure or delay) in performing any of their respective obligations under this Contract if such delay is due to acts of God, fire, war, riot, civil commotion, lightning, earthquakes, flood or similar natural calamity strikes or other industrial action or dispute (other than involving the Contractor's Personnel) acts of government and the party so delayed shall be allowed a reasonable extension of the time for performing such obligations.

## 13. Indemnity

- 13.1. The Contractor shall indemnify and keep indemnified the Council against all Losses in respect of or in any way arising out of the provision of the Services in relation to the injury to or death of any person and loss of or damage to any property including property belonging to the Council.

## 14. Freedom of Information Act 2000

- 14.1. The Contractor acknowledges that the Council is subject to the provisions of the Freedom of Information Act 2000 ('FOIA') and compliance with the General Data Protection Regulations (GDPR) 2018 and the Environmental Information Regulations 2004 (EIR).

## Invitation to Tender 01 April 2022- 31 March 2025

- 14.2. The Contractor shall upon request by the Council (and within such period as the Council may specify) provide the Council with all assistance and information under its control to enable the Council to respond to a request under Freedom of Information within the time for compliance prescribed by FOIA or EIR.
- 14.3. The Contractor acknowledges that the provisions of the FOIA or EIR may override any obligation of confidentiality as between the Council and the Contractor; the Council may be obliged to disclose Information without consulting the Contractor or having consulted the Contractor.

### 15. Assignment and Sub-Contract

- 15.1. The contractor shall not assign, sub-contract, or otherwise dispose of any or all of its rights and obligations under this contract without the prior written consent of the Council (which consent shall not be unreasonably withheld or delayed)

### 16. Amendments

- 16.1. No amendment to the Contract shall be binding unless they are in writing and signed by the duly authorised representatives of the Council and of the Contractor and expressed to be for the purpose of such amendment.

### 17. Entire Agreement

- 17.1. This Contract constitutes the entire agreement and understanding between the parties in respect of the matters dealt within it and supersedes, cancels and nullifies any previous agreement between the parties in relation to such matters notwithstanding the terms of any previous agreement or arrangement expressed to survive termination.
- 17.2. Each of the parties acknowledges and agrees that, in entering into this Contract it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) other than as expressly set out in this agreement. The only remedy available to either party in respect of any such statement, representation, warranty or undertaking shall be for breach of contract under the terms of this Contract.
- 17.3. Nothing in this Condition shall operate to exclude any liability for fraud.

### 18. Third Party Rights and Sole Remedy

- 18.1. This Contract does not create, and shall not be construed as creating, any right under the Contracts (Rights of Third Parties) Act 1999 which is enforceable by any person who is not party to this Contract.
- 18.2. The Contractor's sole remedy with regard to any breach or termination of this Contract shall be such remedies contained within this agreement other than its right to claim for specific performance of any obligations contained herein.

### 19. Key Holder

- 19.1. Keys and codes will be issued to the Contractor for site access. The keys will be signed out at Town Hall when the contract commences and will be signed in at the end of the contract. In the event of loss or a replacement key is required during the contract, then the Contractor will be responsible for covering any associated costs.

## 20. Notes to Tenderers

- 20.1. Attention is drawn to Appendix A (pg. 9) Standard Conditions of Contract and Appendix F (pg. 40) Form of Tender and Declaration. These documents must be read in conjunction with Appendix B (pg. 14) the Specification of Works, Appendix H (pg 44) Site Plans and Appendix C (pg. 20) Schedule of Works. Contractors are advised to carefully read all documentation.
- 20.2. The prices to be included in the Financial Proposal Appendix E (pg. 39) are to be the full inclusive value of the work described, including all profit, costs and expenses, and all general risks, liabilities and excluding VAT.
- 20.3. The Tender is split into the following elements: (prospective contractors may tender for one or more of the elements; these may be awarded separately, or as a whole following review of tenders received):
  1. Element 1 - Recreation Ground, Recreation Ground Road, Stamford PE9 1EN, Stamford Meadows, Bath Row, Stamford PE9 2WE & Uffington Road Allotments.
  2. Element 2 - Grass Tennis Courts, Recreation Ground, Recreation Ground Road, Stamford PE9 1EN.
  3. Element 3- Stamford Cemetery, Radcliffe Road, Stamford, PE9 1BD.
  4. Element 4 – St Michaels Church Yard, High Street, Stamford PE9 2AW
  5. Optional Elements – Maintenance of exterior furniture
- 20.4. A price shall be inserted against each item on the Financial Proposal Appendix E (pg. 39). for each element of the contract. This will be required if future additional work is required also.
- 20.5. No alteration, addition or deletions to the text of the Form of Tender Declaration Appendix F (pg. 40) is to be made by the potential tenderer as it will not then be recognised.
- 20.6. 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 prior to the contract together with details of chemicals used.
- 20.7. 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.
- 20.8. Invoices presented for payment must include a schedule of the works completed in that month including the dates of the work.
- 20.9. Contractors are asked to contact the Supervising Officer if they have any queries or any clarification is required during the contract.

## Appendix B - Specification of Works

### 1. Grass Cutting

#### 1.1. Areas to be Cut

- 1.1.1. The areas to be cut are specified in the attached plans in Appendix H

#### 1.2. Period of Work

- 1.2.1. April to October of each year of the contract for elements 1 and 4.
- 1.2.2. All year round of each year of the contract for element 2 and 3.

#### 1.3. Prior to Grass Cutting

- 1.3.1. 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.

#### 1.4. Grass Cutting

- 1.4.1. The grass to be at a maximum height of 40mm with a cutting range of 15mm – 25mm. unless otherwise stated.
- 1.4.2. Mowing will take place on the full area of grass at the site, up to the paving, fencing, railings, obstacles, and any other boundaries. Any weed growth, such as nettle and brambles that overhang the grass area indicated is to be cut back flush to the boundary on each occasion.
- 1.4.3. Areas not cut to the satisfaction of the Council will be re-cut by the contractor at the contractor's own expense.
- 1.4.4. 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 their own expense reinstate such damage immediately and to the satisfaction of the Council.
- 1.4.5. During the period of the Contract no growth regulators of any form will be applied to any area of turf without the Council sanctioning such an operation in writing, in advance.
- 1.4.6. The Contractor will complete one area of grass cutting before moving onto the next, and immediately after cutting a scheduled area, 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.
- 1.4.7. Soft vegetative growth, such as clover will be deemed to be part of the Contract where it falls within large areas of grass.
- 1.4.8. 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.
- 1.4.9. Should the Contractor cause damage to the surface or levels of the ground, or create

## Invitation to Tender 01 April 2022- 31 March 2025

divots during grass cutting operations, the Contractor will at their own expense reinstate such damage forthwith to the satisfaction of the Council.

1.4.10. Since it is not possible to predict accurately the precise number of mowing's which may be required on any site in any one year, the Schedule of Works includes a minimum number of mowing's, but the Contractor will be requested to submit a quote for any additional cuts, dependent upon the prevailing weather conditions throughout the growing season at the discretion of the Council.

1.4.11. Strimmers must not be allowed to damage any trees, shrubs etc. or permanent or removable fittings; particular attention shall be paid to the bases of play equipment and memorials.

1.4.12. If site access is restricted the Contractor shall inform the Council.

### 1.5. Obstacles

1.5.1. Mowing will be carried out as close as possible to fixed obstructions. Moveable obstructions can be moved to facilitate cutting and replaced before the contractor leaves the site.

1.5.2. Trimming around obstructions including seats, trees, fence lines, posts, and the like, and in the proximity of borders, will be undertaken using methods, tools, and machines as appropriate to prevent damage. The cutting of such areas will be undertaken within 24 hours of the main site being mowed and will be deemed to be included in the Contractor's rate for each location.

1.5.3. In areas that contain wildflowers, bulbs or corms, the contractor will ensure that wildflowers and emergent bulbs are not cut. These areas will not be cut again until six weeks after flowering (see 2.2.6 Code F pg. 23).

### 1.6. Cleaning Up

1.6.1. 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.

### 1.7. Hedges

1.7.1. Hedges specified on the plans are to be cut twice yearly in February and September by the contractor. (See Appendix C Section 3 - Hedge Maintenance page 25)

1.7.2. 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. By cutting outside of nesting season in February and September.
- v. Leave grass edges adjacent to hedges cut neatly. Cut off pernicious weeds e.g., bramble and nettle to be cut off at base.
- vi. Dispose of all material arisings and leave all sites in a tidy condition.

### 1.8. Plant and Transport

1.8.1. The contractor will provide all tools, plant and cutting machinery and consumables

## Invitation to Tender 01 April 2022- 31 March 2025

and transport of such. The Council will not be liable for any damage to the contractor's equipment caused by carrying out these works.

- 1.8.2. The Specification shall be carried out by the Contractor with equipment suitable for the sites to be maintained. The Contractor shall provide and maintain all vehicles, plant machinery and equipment to ensure proper performance and completion of the Works. The Contractor shall ensure that all vehicles are licensed, taxed, insured and in a well-maintained roadworthy condition during the progress of the Works. All machinery used on grassed areas shall be free from oil or fuel leaks. All hand machinery shall be maintained in such a way as to prevent the spillage of oil or fuel or other chemicals.
- 1.8.3. 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 to areas of grass not cut to the approval of the Council from such lack of maintenance will be made good by the contractor at their own expense and to the satisfaction of the Council. Unsatisfactory tree or hedge pruning and cutting will be made good by the contractor at their own expense and to the satisfaction of the Council.
- 1.8.4. 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.
- 1.8.5. All persons operating machinery and tools must be qualified and competent. The Council reserves the right to ask the contractor to provide adequate proof that their operators are well trained, conversant with Health and Safety legislation and competent in their operating methods.

### 1.9. Litter and Waste

- 1.9.1. Litter, dog waste and green waste are to be collected from bins as per the specification throughout the year, with bins left completely empty following collection. The contractor shall dispose of the green waste according to Environmental legislation regulations, and codes of practice and deposit general waste in the special bulk waste units provided. Green waste disposal certificate must be submitted to the Town Council.

### 1.10. Noise

- 1.10.1. The Contractor shall comply with the general requirements of BS 5228 (2014) Code of Practice or as amended for noise control on construction and open sites. The Contractor shall ensure that in executing the services they and persons in their employment execute the work in such a manner that it does not constitute a nuisance to the road users or others. This clause does not absolve the Contractor of any obligations under any other legislation or code of practice.

### 1.11. Hours for Working

- 1.11.1. The Contractor will not be permitted to carry out any part of the Services during the hours of darkness without the prior consent of the Supervising Officer.
- 1.11.2. The Contractor must maintain the required standards appropriate to the specification working Monday to Friday excluding weekends, Bank and Public Holidays, unless consent has been obtained from the Supervising Officer.



## Invitation to Tender 01 April 2022- 31 March 2025

1.11.3. The standards of all areas must be restored to that required on the first working day following the Bank and Public Holidays.

1.11.4. Stamford Cemetery no work will commence before 7am or after 6pm

### 1.12. Inclement Weather

1.12.1. The Contractor shall proceed with all the Services in accordance with the Specification, bearing in mind climatic and seasonal requirements, and the needs of the Council. Work shall be suspended when inclement weather makes work impracticable. Unless the Supervising Officer so agrees in writing, any delay or suspension of operation caused by weather conditions shall not relieve the Contractor of any of their obligations under the Contract or entitle the Contractor to any additional payments.

1.12.2. The Contractor will not be deemed to have failed to perform the Services if suspension of the operations has been agreed in writing by the Supervising Officer.

### 1.13. Complaints

1.13.1. The Contractor will refer any complaints that he receives to the Supervising Officer within 24 hours. Any complaint passed on to the Contractor by the Supervising Officer shall receive a full written reply within 10 working days addressing the issues raised in the complaint.

### 1.14. Method of Assessment of Maintenance Standards

1.14.1. The Contractor shall supply the Supervising Officer with a quarterly grounds' maintenance programme for all contracted works, as detailed in this Specification. It will be the Contractor's responsibility to programme works in order to meet the specification including required completion times. The Contractor will meet the Supervising Officer and Member (s) of the Amenities Committee on a monthly basis or more frequently if required as mutually agreed (virtually or in person as necessary to be confirmed upon granting of the contract). At the monthly meeting a valuation of the contractor's progress will be discussed with specific reference to adherence to the terms of the specification. The value of work completed in accordance with the specification over the previous month will be detailed at the meeting. Work not completed to the satisfaction of the Supervising Officer will be deducted from the payment due calculated on the basis of the contract. An invoice will then be sent to the Supervising Officer for work carried out on all sites and this will be paid by the Council as outlined in Appendix A Section 8 pg. 10.

### 1.15. Out of Hours Contact Telephone Number

1.15.1. The Contractor will supply the Supervising Officer with a mobile telephone number to be used by the Supervising Officer in an emergency & out of hours. The Supervising Officer may contact this number in order to instruct the Contractor to carry out any reported emergency work or in order to resolve any difficulties which may have arisen regarding scheduled work. The Supervising Officer will only normally order emergency work out of hours where there is a public safety issue. The out of hour's number will be contactable until 10pm.

### 1.16. Trees

1.16.1. The contractor shall carry out minor works to trees to ensure fallen or broken lower branches are removed from site, to remove low hanging foliage that might obstruct the public and vehicle access.

### 1.17. Shrubs and Planted Areas

- 1.17.1. Any free-standing shrubs and shrubs in planted beds in the Stamford Cemetery are to be cut back 3 times yearly in April, July, and September by the contractor. Checking for nesting birds and ensuring there is no disturbance to any nesting birds and wildlife in compliance with the Wildlife & Countryside Act 1985.
- 1.17.2. The contractor is to keep the planted beds in the cemetery weed free including with the use of mulch.
- 1.17.3. Hedges will be maintained as per specification set in Appendix C Section 3 page 25

### 1.18. Play Surfaces

- 1.18.1. The contractor is to treat play surfaces (play areas, Hard Tennis Courts, MUGA unit, Skatepark) by removing moss and weed growth in Spring with herbicide spray and as required throughout the year to maintain a safe surface.

### 1.19. Hard Landscaping

- 1.19.1. The contractor is required to keep pathways and tarmacked areas free of weed and moss growth.

### 1.20. Graves

- 1.20.1. The contractor is required to keep grass around and on grave spaces cut to a neat and tidy level. This may mean strimming or hand cutting grass on overgrown kerbed graves or vaults.

### 1.21. Area Clearance

- 1.21.1. The contractor is to remove any debris from the publicly accessible parts of the site grounds. This may include minor fallen branches and plant material, spent floral tributes, discarded plant containers and other rubbish, as well as fly-tipped material.
- 1.21.2. In the case of fly-tipping, this must be reported immediately to the Supervising Officer 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 Supervising Officer who will report it to the Environment Agency. It may require specialist removal.

### 1.22. Scheduled Work

This Specification, together with the Appendices, refer to the Scheduled Works which form part of the Contract. The Specification for Scheduled Work requires grounds maintenance works to be undertaken by the Contractor including: -

- maintenance of grassed areas on a variety of Council sites including open spaces: Recreation Ground, Meadows, Stamford Cemetery, St Michaels Church Yard,
- maintenance and marking out of sports pitches
- maintenance of shrub beds, hedges, and young trees on a variety of

## Invitation to Tender 01 April 2022- 31 March 2025

Council sites including open spaces: Recreation Ground, Meadows, Stamford Cemetery, Uffington Road Allotments.

- litter, leaf and debris removal and disposal at the frequencies specified. It will be the Contractor's responsibility to dispose of green waste at a licensed waste disposal site, with certification provided. All general litter and waste will be disposed of in the appropriate waste units provided.
- cleansing of hard surfaces with herbicide treatment for the removal of weeds and dog faeces from all such locations.

The work required by the Contract is mainly of a routine and frequency-based nature. However, some tasks require the Contractor to undertake routine maintenance to achieve prescribed performance standards and the Contractor must determine the resources and frequencies of works necessary to achieve these specified standards.

- Other than herbicides, the use of pesticides shall not be permitted in undertaking any of the works detailed in the Specification for Scheduled Works.
- Where the Contractor is required to transport to and dispose of any items at a licensed disposal site, the Contractor shall be responsible for any fees and charges payable at such site and shall include in their tender for the same. At the evaluation of tender stage, the Council will take into consideration arrangements the Contractor may have regarding green waste.
- The Contractor will use peat free compost products with regard to the delivery of all services detailed in this Specification.

### 1.23. **Unscheduled Work**

1.23.1. Specifications for Unscheduled Work follow the Specification for Scheduled Work. Schedules of Rates for Unscheduled Work which the Contractor may be required to undertake as requested by the Council. No guarantee can be given to the particular level of additional and unscheduled work which will be awarded.

1.23.2. In the event of an emergency, the Supervising Officer may at their discretion, following consultation with the Chairman of Amenities, suspend the Service in whole or in part and require the Contractor's resources to be otherwise employed in the provision of the Service to be utilised in the provision of emergency services as directed by the Supervising Officer. The Contractor will comply with such direction.

1.23.3. The Supervising Officer shall have discretion, following consultation with the Chairman of Amenities, as to what constitutes an emergency and without prejudice to the generality of the foregoing "emergency services" will include activities commensurate with dealing with adverse weather conditions, e.g., storm damage clearance, dangerous branch removal, snow clearing, or flood prevention operations and any incident classified as a civil emergency. In the event of an emergency, the Supervising Officer may direct the Contractor to perform the emergency services within their capabilities. Verbal instructions indicating the location and nature of work will be issued by the Council will be communicated to the contractor via the emergency number provided. Any emergency instructions will be followed up in writing.

### 1.24. **Acquisition and Disposal of Sites**

1.24.1. From time to time the Council may acquire new sites that require regular grounds maintenance. In respect of such sites or tasks on specific sites the Supervising Officer will invite to tendered and if successful added to the Contract and scheduled work in accordance with the Specification for such additional works. Similarly, the Council may from time to time dispose of sites or remove particular tasks from specific sites

from the Contract.

## Appendix C - Schedule of Works

### 1. Specification

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

1. Element 1 - Recreation Ground, Recreation Ground Road, Stamford PE9 1EN, Stamford Meadows, Bath Row, Stamford PE9 2WE. Uffington Road Allotments, Uffington Road, Stamford, PE9 2EX

#### **Recreation Ground**

- Grass Code D – Frequency based cut
- Grass Code F – Naturalised Bulb/Wildflower Area
- Hedge Code X – Formal Hedges
- Herbicide treatment of hard surfaces - paths, gravel areas (around Bandstand, behind toilet block, Shack area to left of gate), Hard Tennis Courts, Muga unit, Play areas, and Skatepark - Twice per annum

#### **Meadows**

- Grass Code D – Frequency based cut (including strimming of the river & Millstream banks, plus strip of land between Mill Stream & Bath Row)
- Grass Code F - Naturalised Bulb/Wildflower Area

#### **Uffington Road Allotments**

- Hedge Code X – Formal Hedges

2. Element 2 - Grass Tennis Courts, Recreation Ground, Recreation Ground Road, Stamford PE9 1EN.

- Grass Code E – Pitch Cuts
- Line marking – After each cut (see Grass Code E)

#### **Pre-season**

- Light to medium scarification in three directions – March annually
- Application of Summer spring fertilizer/lawn sand – if required
- Rolling of the surface under correct conditions approximately 3 to 4 passes per occasion – March or April
- Broadleaf herbicide to be applied at the correct rate, with no mowing to take place 3 days before or after application.

#### **Post Season**

- Heavy scarification and deep thatch removal; 4 to 6 passes – from October after playing season has ended
- Aeration to the courts with solid tines maximum half inch – from October after playing season has ended
- Autumn/winter fertilizer at manufacturer's recommended rate – from October after playing season has ended
- Over seed the whole area concentrating on additional worn areas. – from October after playing season has ended

## Invitation to Tender 01 April 2022- 31 March 2025

- Supply and spread top dressing at the recommended rate – from October after playing season has ended
- Regular inspections of the tennis courts during the autumn – from October after playing season has ended

### **Other requirements**

- Monitoring any disease, weeds, fungi or defects to the area – at each cut and throughout winter maintenance
- Common diseases such as red thread and snow mould are very likely, and need to be treated when noticed – at each cut and throughout winter maintenance
- Worm casts and activities need to be dealt with on an ‘as and when’ basis. – at each cut and throughout winter maintenance
- Fill/repair divots and gouges in grass- as required

### 3. Element 3- Stamford Cemetery, Radcliffe Road, Stamford, PE9 1BD.

- Grass Code A – Ornamental Boxed Performance Cut
- Grass Code C – Regular cut
- Grass Code F – Naturalised Bulb/ wildflower Area
- Grass Code G – Scrub Land
- Hedge Code X – Formal Hedges
- Hedge Code Y – Informal Hedges
- Hedge Code Z - Hedgerow
- Pruning and care of shrubs
- Flower & shrub bed – Memorial Garden - Weed every four weeks
- Herbicide Treatment of paths, car parks, gravel areas and hard surfaces – Twice per annum
- Herbicide treatment of curb set graves – once per annum – August
- Herbicide treatment of cemetery extension – four times per annum (See Grass code G)
- Weeding of curb set graves – as required
- Leaf & tree debris clearance: fortnightly October – February
- Removal of dead flowers and floral tributes – fortnightly
- Remove suckers on trees once per annum
- Litter picking – daily
- Emptying of litter bins – daily
- Emptying of green waste – daily
- Green waste disposal process - remove all grass cuttings and green waste held in Cemetery Green waste bays
- Turfing of graves – twice per annum
- Topping up sunken graves – as required
- Grass seeding areas – as required
- Tree and shrub maintenance – as required
- Unlocking and locking of toilets – daily (9am open 6pm close)
- Cleaning of toilets – 3 times per day (deep clean in evening)
- Removal of ivy from trees and shrubs – as required
- Removal of ivy from cemetery wall – as required
- Removal of ivy from memorials – as required
- Clearance of drains and storm drains – as required

### 4. Element 4 – St Michaels Church Yard, High Street, Stamford, PE9 2AW

- Grass Code B – Performance Cut

### 5. Optional Elements

# Invitation to Tender 01 April 2022- 31 March 2025

- Maintenance of exterior furniture: Wooden benches – once per annum
- Maintenance of exterior furniture: metal or plastic benches – once per annum

## 2. Maintenance of Grassed Areas

### 2.1. Grassed areas

The Contractor shall maintain all the grassed areas on sites listed in the appendices of this Specification and such additional areas as may be required. The appendices give details of site descriptions and profiles of sites to be maintained. Whether the requirement is for performance or frequency-based grass maintenance is specified.

The plans are provided for illustrative purposes only and are not to be assumed to include information on every feature or task in the Specification.

The grass maintenance operations are divided into categories and coded A, B, C, D, E, F and G in this Specification. Each code of grass maintenance works requires the Contractor to undertake a particular combination of tasks to achieve the specified standards.

### 2.2. Grass cutting codes

The Contractor is required to undertake the work of maintenance of each code of grassed areas in accordance with the following requirements:

#### 2.2.1. Code A – Ornamental Boxed Performance Cut – (Orange)

The Contractor shall, using a pedestrian operated mower, mow and “box-off” all grassed areas classified as Code A as frequently as is necessary to ensure that the grass is maintained at all times between the maximum height of 25mm and minimum height of 15mm and strim around any obstacles. The contractor will undertake the work specified during the growing season unless otherwise instructed by the Supervising Officer. On the same day as the mowing is undertaken the Contractor shall remove all arisings from the site in a manner and to a place agreed by the Supervising Officer.

#### 2.2.2. Code B – Performance Cut (25-15mm) – (Blue)

The Contractor shall, using mowing machine appropriate to the task, but not a flail cutting machine and taking into account Section 2.3 below, mow all grassed areas classified as Code B cut fortnightly **15** times per year between April and October, noting the maximum height of 25mm and minimum height of 15mm and strim around any obstacles. Contractor shall remove all arisings from the site in a manner and to a place agreed by the Supervising Officer.

#### 2.2.3. Code C – Regular cuts (25-15mm) – (Turquoise)

The Contractor shall, using mowing machine appropriate to the task, but not a flail cutting machine and taking into account Section 2.3 below, mow all grassed areas classified as Code C as frequently as is necessary to ensure that the grass is maintained at all times between the maximum height of 25mm and minimum height of 15mm and strim around any obstacles. Contractor shall remove all arisings from the site in a manner and to a place agreed by the Supervising Officer.

#### 2.2.4. Code D – Frequency Based Cut (15 cuts per annum) – (Grey)

The Contractor shall, using grass mowing machinery appropriate to the task and

## Invitation to Tender 01 April 2022- 31 March 2025

taking into account Section 2.3 below, mow all grassed areas classified as Code D cut fortnightly **15 times per year** to a height of 25mm and minimum height of 15mm and strim around any obstacles. The Contractor shall collect the grass on the first 2 cuts and allow grass clippings to fly and be distributed evenly over the grass area for all subsequent cuts. The contractor will undertake the work specified between April and October inclusive unless otherwise instructed by the Supervising Officer. The start date of each cycle will be agreed in advance with the Supervising Officer.

### **2.2.5. Code E – Pitch Cuts – (Yellow)**

The Contractor shall, using mowing machinery appropriate to the task, but not a flail cutting machine and taking into account Section 2.3 below, mow all grassed areas classified as Code E **two times per week** at the maximum height of 8mm on a Tuesday and Friday before 10am (April to October) and strim around any obstacles. Contractor shall remove all arisings from the site in a manner and to a place agreed by the Supervising Officer.

### **2.2.6. Code F – Naturalised Bulb / Wildflower Area – (Purple)**

The Contractor shall, using the mowing machinery appropriate to the task and taking into account Section 2.3 below, mow all grassed areas classified as Code F of this Specification at the same time and to the same minimum and maximum heights and frequency of cuts specified for adjoining grass areas excepting that mowing on Naturalised Bulb / Wildflower Areas shall not commence until at least six weeks after flowering. The first mow after flowering shall be completed by the end of June. The Contractor shall collect all arisings from the site in a manner and to a place agreed by the Supervising Officer on the same day as the mowing operation is undertaken at that site.

Arisings from subsequent mowing shall be dealt with the same as arisings from adjacent grass areas.

### **2.2.7. Code G- Scrub Land – (Pink)**

The Contractor shall, using the mowing machinery appropriate to the task and taking into account Section 2.3 below, mow all areas classified as Code G of this Specification Bi-Monthly, between April and October and shall, on each occasion mow the grass/weeds to the height of 40mm and strim around any obstacles and boundary lines. The Contractor shall, when mowing the grass allow the grass clippings to fly and be distributed evenly over the area. Immediately following cutting the area will be sprayed with herbicide to control the weeds.

## **2.3. Required specifics**

In undertaking the maintenance of grassed areas Code A to G of the Specification, the Contractor shall:

- 2.3.1. Use machines or tools of a type which are appropriate to the task, the standard and height of finish specified, the size and location of the grassed area and the method of cutting required. Any wheeled grass cutting machinery must be fitted with low ground pressure grassland tyres unless otherwise agreed in writing by the Supervising Officer.
- 2.3.2. Prior to mowing, inspect areas to be mowed and remove from the site all stones over 30mm diameter, litter, dog faeces and any other debris which might cause damage to property, grasscutting machines and equipment and/or injury to persons.

## Invitation to Tender 01 April 2022- 31 March 2025

- 2.3.3. Ensure that all cutting edges and implements on machines and equipment engaged in mowing operations are sharp and properly set, so as to provide a true and even cut at all times. Any damage caused from such lack of maintenance will be reported to the Supervising Officer and made good by the Contractor within 72 hours. The Contractor shall reinstate at his expense, in a period agreed and to the satisfaction of the Supervising Officer, any damage caused by the Contractor to the turf, surface or levels of the ground or divots created during grass mowing. The Contractor will make good at his own expense and in a period determined by the Supervising Officer any damage caused during grass mowing to any obstacles or Hard Surface Areas.
- 2.3.4. On areas where large or heavy grass cutting machinery is likely to cause damage to overhanging trees, shrubs, plants, obstructions and edges of grassed areas or where these machines are likely to produce an irregular and/or untidy finish, use smaller, lighter and where necessary, manual machines to avoid any such damage. Low branches shall not be removed to allow the use of large machines under trees unless approved in writing by the Supervising Officer.
- 2.3.5. Mow/strim grass up to the edges of paths, shrubs, trees, street furniture, buildings, fences, site boundaries and other obstacles on the same day as other grass on the site is cut. Cutting methods must be appropriate so as to avoid damage to trees. This hand trimming around obstructions will be completed on the same day as the main cut. The Contractor shall take account of the works necessary to achieve the specified standards, adjacent to and around these features in their tender submission.
- 2.3.6. Ensure that at the end of each grass mowing day all adjacent hard areas, paths, highways, play area safety surfaces, crossways and gutters are free of arisings.
- 2.3.7. The Contractor will complete the work on each cycle before moving onto the next.
- 2.3.8. The Contractor may not use herbicides for grass maintenance operations as a means of achieving the specified standards of maintenance of the grassed areas e.g., the use of chemicals for controlling growth of grassed areas including up to obstacles such as bollards or play equipment.
- 2.3.9. If, in the opinion of the Supervising Officer, the failure of a tree or shrub is due to damage caused by the Contractor's negligent grass mowing operations, the Contractor will replace such tree or shrub at his own expense with a plant of the same size and species within such period as is determined by the Supervising Officer and notified to the Contractor.
- 2.3.10. Trim grassed edges using long handled shears to remove the grass fringe from shrub, rose or flower beds on the same day as the grass mowing operation is performed on the site. When trimming the bed edges, maintain these edges and maintain the shape and size of the bed to the current shape without the trimming scalping the edge or encroaching into existing grass areas and enlarging the bed and shall leave all lines smooth and regular. The Contractor shall dispose of arisings in a manner agreed by the Supervising Officer.
- 2.3.11. In the case of frequency-based maintenance works for grassed areas the mowing season shall normally be from the start of the April until the end of October and the specified frequencies of mowing shall be undertaken within that period in accordance with the approved programme of works.

The Supervising Officer may however, at their discretion for one or more sites:



## Invitation to Tender 01 April 2022- 31 March 2025

- (a) extend the mowing season beyond the dates referred to above.
- (b) reduce the number of cuts below the number specified in the Specification for a particular code of grass.
- (c) increase the number of cuts above the number specified in the Specification for a particular code of grass.

2.3.12. If, in the opinion of the Contractor and in agreement with the Supervising Officer, the condition of any site, sites or area of a site or sites is so wet that undertaking the mowing operation is likely to cause damage to the surface or turf thereof the Contractor shall defer the mowing operation until such time as ground conditions improve to the satisfaction of the Supervising Officer to an extent which will allow the mowing operation to be undertaken without risk of damage. When, after such circumstances the mowing is resumed the Contractor shall: -

- (a) in respect of performance-based maintenance work, undertake whatever works are necessary to promptly bring the grassed area or areas to the standards as specified for the particular code of grass, as soon as is practicable.

In undertaking these works the Contractor shall use whatever type of machine is appropriate for the condition of the grass at the time of resumption of mowing and shall carry out however as many actions as are necessary to promptly achieve the specified standards of the Supervising Officer.

If, in the opinion of the Supervising Officer, the accumulation of arisings after cutting is likely to cause damage to the turf the Contractor shall collect and dispose of arisings from the site in a manner and to a place agreed by the Supervising Officer on the same day as the mowing operation is undertaken at that site.

The whole of these works shall be undertaken without additional payment.

- (b) In respect of frequency-based works, complete the missed mowing operation, if practicable, by a date which is not less than five working days before the programme date for the next mowing operation on the site or sites in question. If the missed mowing operation cannot be completed within five working days of the next programme date, then that operation shall be omitted from the programme and not chargeable. The mowing operation will be resumed on the next cut cycle. The Contractor shall, when the mowing operation is resumed, undertake whatever works are necessary and use whatever machinery is appropriate to achieve the specified standard by the programme completion date of that mowing operation.

### 3. Hedge Maintenance

- 3.1. The Contractor shall maintain all hedges on sites listed in the appendix of this Specification (Appendix C pg. 20) and listed in the site profiles.

The hedge maintenance operations which the Contractor is required to undertake are divided into three categories and these are coded 'X', 'Y' and 'Z' in this Specification. The Appendix of this Specification also indicates the frequency of hedge maintenance required for each site. Sides and tops of hedges are to be pruned wherever accessible.

The Contractor shall undertake the work of maintenance of each hedge code, in accordance with the following requirements. All arisings will be collected and disposed of by the contractor.

#### 3.1.1. Code X – Formal Hedges

## Invitation to Tender 01 April 2022- 31 March 2025

The Contractor shall, once in February and once in September, each year close trim the hedges to dimensions determined by the Supervising Officer to form a neatly trimmed hedge. The Contractor, in trimming the hedge shall remove any alien or unwanted species growing in the hedge and shall taper the sides towards the top and, unless otherwise approved in writing by the Supervising Officer, maintain the previous height and width of the hedge. The contractor will check and avoid disturbing bird nests before starting work.

### 3.1.2. Code Y – Informal Hedges

The Contractor shall once per year, at a time in line with species requirement, cut the hedges to permit the growth of flower and fruit later in the year. The cut shall be made to remove the previous season's growth or to a line determined by the Supervising Officer. The contractor will check and avoid disturbing bird nests before starting work.

### 3.1.3. Code Z – Hedgerows

The Contractor shall once every three years, at a time in line with species requirement, cut the hedges listed in the Appendices to remove the growth since the last cut or to a line determined by the Supervising Officer. This will be agreed in December. The contractor will check and avoid disturbing bird nests before starting work.

Other than code Z hedges, flails should not be used for this work.

3.2. The Contractor, in undertaking the works required to hedges codes X, Y & Z shall:

- 3.2.1. Where appropriate during hedge cutting comply with the current requirements of the Department of Transport "Safety at Street Works and Road Works – Code of Practice" and any amendment thereto. The Contractor will ensure that once he has started working along a given road section, that wherever possible he continues on that section until finished and where a break is unavoidable, he shall return to restart no later than 3 working days thereafter.
- 3.2.2. At all times during hedge cutting ensure that appropriate precautions are taken to protect and cause the minimum of disturbance to pedestrian and vehicular traffic.
- 3.2.3. Establish a strong framework to the hedge with the appropriate shape and width in relation to the height of the hedge. He shall ensure that the width of hedge does not present a hazard or obstruction to pedestrian or vehicular traffic.
- 3.2.4. As part of the hedge maintenance operation, notify the Supervising Officer immediately upon becoming aware of any hedge requiring replacement or renovation with the reason.
- 3.2.5. All arisings will be removed from the site and disposed of by the contractor. The site shall be left clean and tidy on completion of the work.
- 3.2.6. Remove all weeds from the base of the hedge and any litter or debris. The removal of weeds from Code X and Code Y hedges shall be undertaken by hand and the use of herbicides will NOT be permitted for this purpose. All arisings shall be disposed of by the contractor on the same day as the material is removed from the base of the hedge. The clearance of weeds from Code Z hedges is not required.
- 3.2.7. The Contractor will not be permitted the use of growth retardants on any of the hedges or the use of any flail type of hedge cutting machinery unless previously agreed or specified.

## 4. Cleansing and Associated Activities

The Contractor is required to undertake the following activities:

- a) removal and disposal of litter and recycling.
- b) cleansing or herbicide treatment of paths and hard surfaces.
- c) leaf & tree debris clearance.
- d) emptying and cleansing of general and green waste bins including the disposal of content.

### 4.1. Removal and Disposal of Litter

- 4.1.1. The Contractor shall undertake the collection, removal, transportation and disposal of general and green waste from the areas listed in the Appendices into the trade waste collection bins provided (purple bins) and green waste into the designated green waste bay at Stamford Cemetery ready for removal by the contractor on a monthly basis. The Contractor shall remove the collected litter and green waste from the site on the days specified in the Appendices.
- 4.1.2. In undertaking this operation, the Contractor shall take account of the need to remove litter from all grassed areas, paths, shrub, rose and flower beds, on and at the base of fences, beneath, on and within hedges and trees and in playgrounds, banks, and any other associated areas within the sites.
- 4.1.3. The Contractor shall, in addition to undertaking the works detailed in Sections 4.1 and 4.2 of this Specification, undertake the collection, removal, transportation and disposal of the following items from the areas of the sites listed in the Appendices of this Specification in accordance with the frequencies listed in the Appendices:
  - i. abandoned shopping trolleys
  - ii. broken tree branches and twigs.
  - iii. bonfire ash litter and debris.
  - iv. broken glass.
  - v. dog faeces.
  - vi. hypodermic syringes, needles and drug related material defined as clinical waste in accordance with the Control of Waste Regulations 1992.
- 4.1.4. The Contractor shall, with the exception of items listed in Section 4.1.3(i) and 3.1.3(vi) deliver the items collected under Section 4.1.3 of this Specification to and dispose of at a properly licensed disposal site.

Supermarket trolleys collected under Section 4.1.3(i) of this Specification shall, where identifiable, be delivered to the nearest store operated by the owners of each trolley. In circumstances where the owners of a trolley cannot be identified the trolley shall be delivered to and disposed of at a properly licensed disposal site.

Hypodermic syringes, needles, drug related materials and other clinical waste collected under Section 4.1.3(vi) shall be dealt with as follows:

- a) the collection of the above materials shall be undertaken strictly in accordance with the COSHH Regulations and any other Health and Safety Legislation or Regulations appropriate to this activity.
  - b) the disposal of the above materials shall be to a disposal facility licensed and designed for the disposal of this type of waste.
- 4.1.5. The Contractor shall, when visiting the sites listed in the Appendices of this Specification for the removal of litter, and in the course of undertaking his duties

## Invitation to Tender 01 April 2022- 31 March 2025

under Section 4, report immediately to the Supervising Officer and confirm in writing with the date and time of the inspection evidence of:

- a) any structure or planting which may be damaged or a danger to the public, e.g., building, fence, wall, broken tree, uprooted shrub, sign, notice, exterior furniture, monument, and the like;
- b) any building which has been damaged or has become unsecured, being a building which for its normal use is required to be secure, e.g., store, office, toilets, and the like;
- c) any structure which is otherwise broken, dirty or defaced by graffiti e.g., signs, monuments, notices, exterior furniture, walls of buildings and the like.

The Contractor shall report unsafe or dangerous structures and unsecured buildings to the Supervising Officer immediately following observation and shall report other incidents of broken, dirty or defaced structures within a period no later than the end of that working day. For exterior furniture, the Contractor shall make the items safe in accordance with Section 6.2.

### **4.2. Cleansing of Paths and Hard Surfaces**

- 4.2.1. The Contractor shall cleanse all the hard surfaced areas including roads, paths and car parks contained within the sites of this Specification on a monthly basis. The Contractor shall collect, transport and dispose of the arisings from this operation at a properly licensed disposal site.

The cleansing operation will remove litter, cigarette butts, weeds, debris and dirt, leaf litter fall, animal fouling, vomit, gum and grit from the hard surfaces. The method of cleansing shall ensure that sand or mortar joints between cobbles, slabs or bricks are not damaged or removed.

Any machinery used in this operation shall be of a type and weight such that it will not cause damage to the hard surfaced areas. The Contractor shall, prior to the use of any machinery for this operation, obtain the written approval to both the machinery and its method of use from the Supervising Officer.

- 4.2.2. The Contractor shall immediately notify the Supervising Officer and confirm in writing with the date and time of the inspection of any hard surfaced area on the sites listed in the Appendices of this Specification which are damaged and/or are unsafe irrespective of the cause of the condition.

### **4.3. Herbicide Treatment of Weeds on Hard Surfaces**

The Contractor will make two applications of a non-residual herbicide within the COSHH document provided, approved by the Supervising Officer to hard surface areas identified in the Appendices, per annum. One application will take place in April and one application will take place in August, as calm weather conditions allow.

### **4.4. Leaf & Tree Debris Clearance**

- 4.4.1. In the case of Stamford Cemetery, the Contractor shall undertake the clearance of all fallen leaves and tree debris from the whole of the areas on a fortnightly basis between October and February in each year of the Contract. In carrying out this operation the Contractor shall remove leaves and tree debris from paths, grass areas, graves and the surface of shrub beds. The leaf and tree debris clearance operation shall also include the removal of leaves and tree debris from beneath hedges.

## Invitation to Tender 01 April 2022- 31 March 2025

- 4.4.2. When undertaking leaf and tree debris clearance, the Contractor shall check any drainage infrastructure in the vicinity and, if required, clear leaves and other debris from such infrastructure.
- 4.4.3. The Contractor shall remove all leaves and tree debris from site on the same day as they are collected to a place as agreed by the Supervising Officer.
- 4.4.4. During leaf and tree debris clearance the Contractor shall ensure that no damage, compaction or undue disturbances to the soil or mulch surface takes place in planted areas, and that no damage occurs to grass or hard surfaces. Any damage so caused shall be made good by the Contractor to the satisfaction of the Supervising Officer and without additional payment.
- 4.4.5. The Contractor shall, if directed by the Supervising Officer in writing,
  - 3.4.1.1. undertake leaf and tree debris clearance from any site within the Town additional to those listed in Appendices of the Specification for additional payment; and/or
  - 3.4.1.2. undertake leaf and tree debris clearance to the sites listed in the Appendices of the Specification at increased (for additional payment) or reduced frequencies.

### **4.5. Removal of dead flowers**

- 4.5.1. The Contractor shall, on a monthly basis, remove all dead cut flowers from receptacles on or around graves throughout Stamford Cemetery.

The Contractor shall liaise with the Supervising Officer prior to removal of floral tributes, such as funeral, birthday or other celebratory floral and displays.

### **4.6. Litter Bin Emptying, Repair and Maintenance**

- 4.6.1. The type, size and construction of the various litter bins vary, and the Contractor shall make itself familiar with these variations and shall make such allowance as he considers appropriate in his tender rate. No additional payment will be made to the Contractor for any claims arising from these variations.
- 4.6.2. The number, size, type and locations of the litter bins may change as demand for litter bins changes and the Council may from time to time vary the numbers, sizes, types and locations of the litter bins.
- 4.6.3. New or replacement bins will be paid for by the Town Council.

### **4.7. Litter and Recycling Bin Emptying**

- 4.7.1. The Contractor shall undertake the emptying of all the litter and green waste bins at the locations listed in the Appendices of this Specification at the frequencies specified together with the transportation of the litter and green waste bins content to and the disposal of same at properly licensed disposal sites.
- 4.7.2. In undertaking the litter and green waste bins emptying operation referred to in this Section the Contractor shall: -
  - (a) empty the entire content, including all waste matter and in a manner so as not to cause any littering of the site.
  - (b) cleanse and remove any waste or litter found within 2 metre radius of the litter or recycling bin to be emptied on each and every emptying frequency;

## Invitation to Tender 01 April 2022- 31 March 2025

- (c) take care to ensure that, after emptying, any separate liner is replaced into the litter or recycling bin body correctly so as not to protrude above the litter or recycling bin loading aperture.
- (d) take care to ensure that any separate liner is handled carefully during the emptying and discharge process in order that the liner does not become so distorted or damaged that it will not fit correctly into the litter bin body.
- (e) avoid damage to grass during the operation. The operation should be performed on foot where ground conditions are unsuitable for vehicles.
- (f) ensure that any litter or green waste bins with an integral locking device is opened and closed using the correct key and in accordance with the emptying procedures referred to in this Section and is left fully locked after emptying, cleansing, repair or maintenance work or replacement has taken place;
- (g) transport the content of the litter and green waste into the designated green waste bay at Stamford Cemetery ready for removal by the contractor on a monthly basis at a properly licenced disposal site, with the general waste in the trade waste bins provided.

### **4.8. Litter and Recycling Bin Washing**

- 4.8.1. The Contractor shall thoroughly wash Council litter and green waste bins listed at sites in the Appendices of this Specification with sufficient detergent, disinfectant and graffiti remover to remove all traces of dirt, animal or bird contamination, waste accumulations, graffiti, adhesive notices and posters from all the internal and external faces of the litter and green waste bins, liners, support brackets, posts and bases of the litter and green waste bins. Cleaning is to be carried out when required. Care shall be taken to prevent any damage by those cleaning operations to the collection bins or to the area immediately surrounding the collection bins. All cleaning material provided by the contractor is in accordance with the COSHH document provided.

## 5. Maintenance and Care of Shrub/ Flower Beds

The shrub/ flower beds to be maintained by the Contractor are listed in the Appendices. The Contractor is required to undertake the following activities:

- (a) the maintenance of beds on a frequency basis.
- (b) annual cultivation of flower and shrub beds.
- (c) the pruning and care of roses.
- (d) the pruning and care of shrubs.

### 5.1. Maintenance of Shrub Beds on Frequency Basis

- 5.1.1. Prior to undertaking any operation detailed in Section 5.1 the Contractor shall collect and remove all litter and debris from each flower and shrub bed and deliver the arising's to and dispose of at a properly licensed disposal site.
- 5.1.2. The Contractor shall remove weeds from all shrub beds listed not less than every 4 weeks from 1st of March to the 31st of October inclusive each year so as to ensure that on completion of each visit the bed is left weed free. Any material overhanging paths will be pruned back during these visits.

### 5.2. Pruning and Care of Shrubs and Young Trees

- 5.2.1. Three times yearly in April, July, and September. Checking for nesting birds and ensuring there is no disturbance to any nesting birds and wildlife in compliance with the Wildlife & Countryside Act 1985, at a time in line with the species requirement, the Contractor shall undertake the pruning and care of a variety of different species of shrubs at the locations shown in the Appendices. The Contractor's attention is drawn to the fact that the method and timing of shrub pruning differs according to the species and cultivars of the shrubs in accordance with the following requirements: -
  - (a) Prune each shrub as appropriate to the species to produce a healthy and vigorous shrub with a strong framework. When pruning the shape and balance shall be maintained ensuring the maximum amount of flowering wood is produced.
  - (b) Shrubs causing nuisance by overhanging or obscuring sight lines, paths, or roadways at the time of pruning specified or at any other time shall be cut back by the Contractor to the line of the path, road or to clear sight lines. Care must be taken by the Contractor however to avoid a 'vertical clipped hedge effect' at the path or road edge or along sight lines by making cuts to produce a natural shaped appearance. Sections 3.2.1 and 3.2.2 (page 26) relating to safety during hedge cutting shall apply to the pruning of shrubs.
  - (c) pruning shall be carried out using sharp secateurs and hand saws. Cuts shall be cleanly made without damaging or tearing the stem and the Supervising Officer shall be notified by the contractor of any occurrence of disease or fungus.
  - (d) where shrubs have been incorrectly pruned, the Contractor shall make good, carrying out remedial pruning or replacing the shrub as required by the Supervising Officer and such work will be carried out by the Contractor without additional payment.
  - (e) All suckers shall be removed from graft stock, by cutting them back level with source stem or root.

## Invitation to Tender 01 April 2022- 31 March 2025

- 5.2.2. The Contractor shall, immediately upon completion of pruning of shrubs in a particular bed, separate diseased arisings and deliver to and dispose of at a properly licensed disposal site. All arisings shall be disposed of as agreed with the Supervising Officer.

Immediately upon completion of the pruning the Contractor shall rake over each bed to remove footprints and shall leave it with a neat and tidy appearance.

### 5.3. Removal of Sucker Growth from Trees

The Contractor shall once a year from November remove all epicormic shoots from the base of the trees as listed. All shoots between ground level and a height of three metres shall be cut with pruners as close to the tree bark as possible. All arising's shall be collected and disposed of in a manner agreed with the Supervising Officer.

## 6. Maintenance of Exterior Furniture (this item is optional but would be looked upon favourably as an extra by the Council)

The exterior furniture to be maintained by the Contractor is detailed in the Appendices of the Specification. The Contractor in undertaking the maintenance shall:

- 6.1. Once monthly in each year of the Contract inspect all the benches and picnic tables on all sites and at each inspection, clean each seat and table to ensure they are free from all dirt, debris, grease, oil, algae, moss, and graffiti to the satisfaction of the Supervising Officer.
- 6.2. When carrying out removal of litter in accordance with Section 4, should the item be unsafe or dangerous the Contractor shall make the item safe by removing any hazards. If making the items safe is not immediately possible, the Contractor shall take measures to prevent such item from being further used until repair can be made and shall clearly and unambiguously sign the equipment making clear the equipment is unsafe and must not be used. Any such problems will be reported to the Supervising Officer immediately.
- 6.3. For wooden benches, in October/November throughout the period of the contract, rub down with approved sandpaper to remove all dirt, grease, flaking paints and other such deposits on all painted components of exterior furniture and apply primer, undercoat and gloss paint. Where furniture is stained the Contractor shall prepare the surfaces and apply two coats of approved stain/preservative to a colour determined by the Supervising Officer. The cost and materials to be used are to be provided by the contractor shall have the prior approval of the Supervising Officer and shall be applied in accordance with the recommended guidance.
- 6.4. During the application of timber preservatives and paint to furniture the Contractor shall take all necessary steps to prevent paint or preservatives dripping or spilling onto surfaces, plants, and adjacent structures. The Contractor shall also erect a barrier around newly treated and painted furniture to protect painted or treated surfaces and prevent access by members of the public and shall erect a sign adjacent to the item of furniture clearly stating, "WET PAINT". The barrier and sign shall only be removed by the Contractor when treated and painted furniture is thoroughly dry and represents no hazard to members of the public. Painting and the application of preservatives shall only be carried out in suitable dry weather conditions and not when wet weather is imminent, or rain expected to fall within six hours after completion of the painting or application of preservative.



## Appendix D– Commercial Information

### Part A

#### 1. Commercial Information

##### 1. Company/Organisation identity

1. Company name of organisation submitting the tender:

2. Contact name and position in organisation:

3. Company address:

4. Contact telephone number / Emergency number:

5. Contact e-mail address:

6. Company web site address:

7. Company registered address if different from above:

8. Type of Business and Fleet of equipment available:

9. If the Business is a Company:

Is it a Subsidiary of another Company?

If yes, please give details:

# Invitation to Tender 01 April 2022- 31 March 2025

10. Date of Business formation:

--

11. Please state number of grounds maintenance employees:

--

12. Please state which branch the Contract will be serviced from:

--

13. Please give any other details, which you feel may be relevant, for example, similar Contracts in the area or for similar authorities, etc:

--

## 2. Areas of Business

1. Indicate below the principal areas of business activity of your organisation:

--

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

--

## 3. Insurance

3. 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 £10,000,000	
Insurer	
Policy Numbers	
Expiry Date	
Limits of indemnity (per occurrence and aggregate)	
Excess (if any)	

## Invitation to Tender 01 April 2022- 31 March 2025

Employers Liability Insurance min £10,000,000	
Insurer	
Policy Numbers	
Expiry Date	
Limits of indemnity (per occurrence and aggregate)	
Excess (if any)	

### 4. Health and Safety

1. Please supply the name and designation of the person responsible for the implementation of the organisation's Health and Safety Policy.

--

2. If you employ 5 or more employees, please enclose a copy of your current Health and Safety policy and Method Statement.

--

3. 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. Method Statement to be provided.

--

### 4. Environmental Sustainability

1. 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

1. 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.

--

2. 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

1. 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.

Skill / qualification	Number of operatives

2. 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

### 1. References

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

#### Reference 1

Company Name	
Company Address	
Contact name	
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	
Company Address	
Contact name	
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

#### 1. Service Requirements

Please detail below the format in which your organisation can receive Service Requests.

#### 2. On-site Arrangements

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

#### 3. 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.

#### 4. 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 – Financial Proposal – Each element to be itemised as per Appendix C – Schedule of Works (pg. 20)

Element 1 -

Location	2022/23	2023/24	2024/25
Recreation Ground			
Meadows			
Uffington Road Allotments			

Element 2 –

Location	2022/23	2023/24	2024/25
Grass Tennis Courts			

Element 3-

Location	2022/23	2023/24	2024/25
Stamford Cemetery			

Element 4 –

Location	2022/23	2023/24	2024/25
St Michaels Church Yard			

Optional Element

Item	2022/23	2023/24	2024/25
Maintenance of Exterior Furniture on all sites			

**NB:** Please attach additional spreadsheet if necessary

## Appendix F – Form of Tender and Declaration

### Declaration

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 agree to submitting insurance liability, applicable risk assessments, Method Statement, Health and Safety Policy and COSHH, if required.

I/We understand that Stamford Town Council is not bound to accept the lowest or any Tender or part thereof 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 agree to not discuss the Tender cost with council officers or councillors.

By signing and submitting this tender form you agree that you fully understand the commitments and requirements contained and, if successful are willing to be bound to the contract as expressed.

Signed .....Date.....

On Behalf of.....

Position Held.....

### Non-Collusion Declaration

We certify that this is a bona fide tender, and that we have not fixed or altered the amount of the tender by or in accordance with any agreement or arrangement with any other person. We also certify that we will not at any time before the time and date specified for the return of this tender, carry out any of the following acts:

- a) Communicate to a person the amount or approximate amount of the proposed tender, except where the disclosure of the approximate amount of the tender was necessary to obtain insurance quotations required for the preparation of the tender. This disclosure was kept in confidence between ourselves and the third party providing the insurance quotation.
- b) Enter into any arrangement and/or agreement with any other person as to the amount of any tender to be submitted or that they shall refrain from tendering.
- c) Offer to pay/give or agree to pay/give any sum of money or valuable commodity directly or indirectly to any person for doing/having done or causing/having caused to be done in relation to any other tender or proposed tender for the said specified work any act described above.

In this certificate, the word “person” includes any persons and/ or association, incorporate or unincorporate; and “any arrangement or agreement” include any such transaction formal or informal, and whether legally binding or not.

Signed .....Date.....

On Behalf of.....

Position Held.....



## Appendix G – Definitions

The following expressions shall have the meaning hereby ascribed to them:

**“Arisings”** shall mean the accumulation of grass cuttings, hedge cuttings, leaves, weeds, root materials, branches, pruning, litter, path or bed edgings or other materials which arise from and are surplus or extraneous to any of the specified horticultural or maintenance work included in this Contract.

**“Boxed-off”** shall mean a particular high quality grass mowing operation using a cylinder mower with a minimum of 8 blades requiring the collection of grass clippings within the grass box of the mowing machine and the immediate removal from the cutting area of grass cuttings arising from the mowing of grass.

**“Cleanse” or “Cleansing” or “Clean” or “Sweeping”** in relation to cleansing of paths and hard surfaces shall mean the following: -

- (i) the removal of all litter, debris, detritus, loose chippings, animal carcasses, animal fouling, accident debris, salt and grit arising from winter maintenance, oil, vomit, excreta, gum, other rubbish, leaf and fruit fall and blown vegetation, bud burst, blossom, deposits arising from fly tipping and any other material fouling the path or hard surface.
- (ii) the control and removal of unwanted vegetation and organic material howsoever caused or occurring.
- (iii) the transportation and disposal of all waste products arising from the provision of the services.
- (iv) emergency cleansing of areas as directed by the Supervising Officer.

**“Culvert Storm Drains”** shall mean a tunnel carrying a stream or open drain under a road.

**“Daily”** shall mean Monday to Friday, inclusive. Excluding Bank and Public Holidays

**“Dead Flowers”** shall mean flowers that are fully brown, dry, crisp and showing no signs of being a living flora.

**“Dog Faeces”** shall mean the excrement of any dog or other domestic animal.

**“Frequency Based”** shall mean any maintenance operation which is undertaken at frequencies specified in the Contract documents.

**“Grille”** shall mean a grating or screen of metal bars or wires, placed in front of culvert storm drains to collect litter, foliage and other debris.

**“Hard Surface Areas”** shall mean tarmacadam, wetpour, concrete or other paved areas including roads, footpaths, car parks etc. but excluding areas surfaced in gravel, hogging, scalping’s and the like.

**“Herbicides”** shall mean chemicals, compounds and/or any proprietary products

## Invitation to Tender 01 April 2022- 31 March 2025

produced for the control and/or eradication of weeds, fungi, algae or moss and shall include all fungicides, fumigants, algicides and moss killer.

**“Leaf & tree debris clearance”  
or “Clearance of leaves” or  
“Leaf & tree debris clearance  
Operation”**

shall mean searching for, removal and disposal of all fallen or windblown leaves from the areas listed in the Appendices.

**“Litter”**

shall mean debris, detritus animal carcasses, cigarette butts, dog faeces and animal fouling, rubbish, salt and grit arising from winter maintenance, oil, vomit, gum, hypodermic syringes, needles and drug related material defined as clinical waste in accordance with the Control of Waste Regulations 1992; leaf and fruit fall and blown vegetation, bud burst, blossom, twigs and branches, deposits arising from fly tipping and other material howsoever caused or occurring. Large volumes of material that have been fly tipped will be removed by instruction and paid for as an additional payment.

**“Litter Bin”**

shall mean any receptacle either free standing or fixed to the ground, or to a post, wall or fence with or without an internal liner or container unit, provided at the sites listed in the Appendices (or as varied by the Supervising Officer), for the purpose of providing facilities for the public to deposit waste in public areas.

**“Naturalised Bulb Area”**

shall mean those grass areas where bulbs have been planted for the purpose of naturalisation where special grass mowing operations are specified in Section 1.2.5 of the Specification.

**“Obstacles”**

shall mean seats, streetlights, signs, manhole covers, memorials, trees, shrubs and any other obstruction within grassed areas. Obstacles shall also include edges of paths, wall and fence bases and other boundaries to grassed areas.

**“Performance Based”**

shall mean any maintenance operation where the standard required is specified in the Contract Documents and the Contractor is required to judge the frequency of operations necessary to achieve the specified standards.

**“Pesticides”**

shall mean chemicals, compounds and/or any proprietary products produced for the control and/or eradication of pests and shall include insecticides, acaricides, lumbricides and molluscicides.

**“Court Lines”**

shall mean the lines marked on the ground which delineate the boundaries of a sports pitch, together with the lines.

**“Playing Season”**

shall mean the period during which the fixtures for any particular sport are played as referred to in the appropriate sections of the Specification or as named by the Supervising Officer.

**“Properly Licensed Disposal Site”**

shall mean any site properly licensed under Environmental Protection Act 1990 for the disposal of each particular type of waste

## Invitation to Tender 01 April 2022- 31 March 2025

arising from the works specified in this Contract which the Contractor is required to make arrangements and for which he pays any or all fees for the purpose of disposing of waste as required by this Specification.

**“Removal and Disposal of Litter” or “Litter Picking” or “Litter Collection” or “Litter Picked” or “Litter Clearance”**

shall mean searching for, removal, and disposal of all debris, detritus, dumped waste, animal fouling, and any other material on the specified areas.

**“Scalping”**

in relation to the maintenance of grassed areas shall mean the mowing of that area in a manner which results in the surface of the turf being removed or the grass cut so short as to be severely deteriorated.

**“Scarify”**

shall mean to clear build-up of dead herbage and creeping stems in turf in order to leave an open surface in readiness for renewed growth.

**“Storm Drain”**

shall mean a drain built to carry away excess water in times of heavy rain.

**“Supervising Officer”**

shall mean the designated officer of Stamford Town Council, namely the Town Clerk, or any other officer duly authorised by them to act on behalf of the Council in relation to the Contract.

**“Trimming Grassed Edges”**

the trimming of grassed edges using long handled shears to remove the grass fringe from shrubs, rose and flower beds.

**“Weed”**

shall mean any unwanted vegetation as defined by the Supervising Officer.

**“Weed Free”**

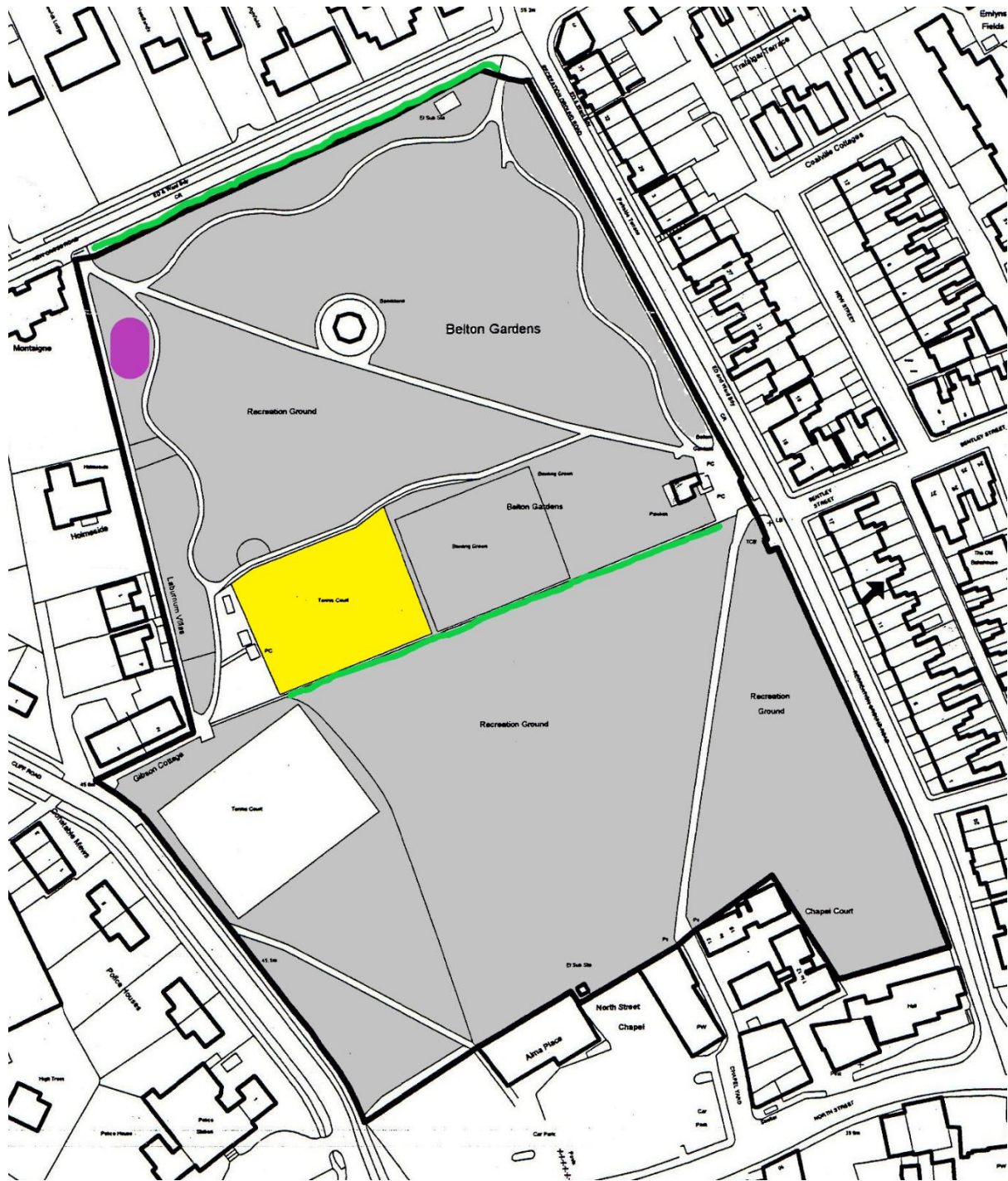
shall mean no more than 5% weed cover on a bed surface and no weed more than 50mm in height or spread at any particular time. No weeds to have reached seeding stage.

**“Wild Grass or Meadow”**

Shall mean an area of land managed by regime to increase and enhance the flora and fauna of the area.

## Appendix H – Site Plans

### Recreation Ground



Yellow – Grass Code E  
Grey – Grass Code D  
Purple – Grass Code F  
Green – Hedge Code X

## Meadows



Grey – Grass Code D  
Purple – Grass Code F

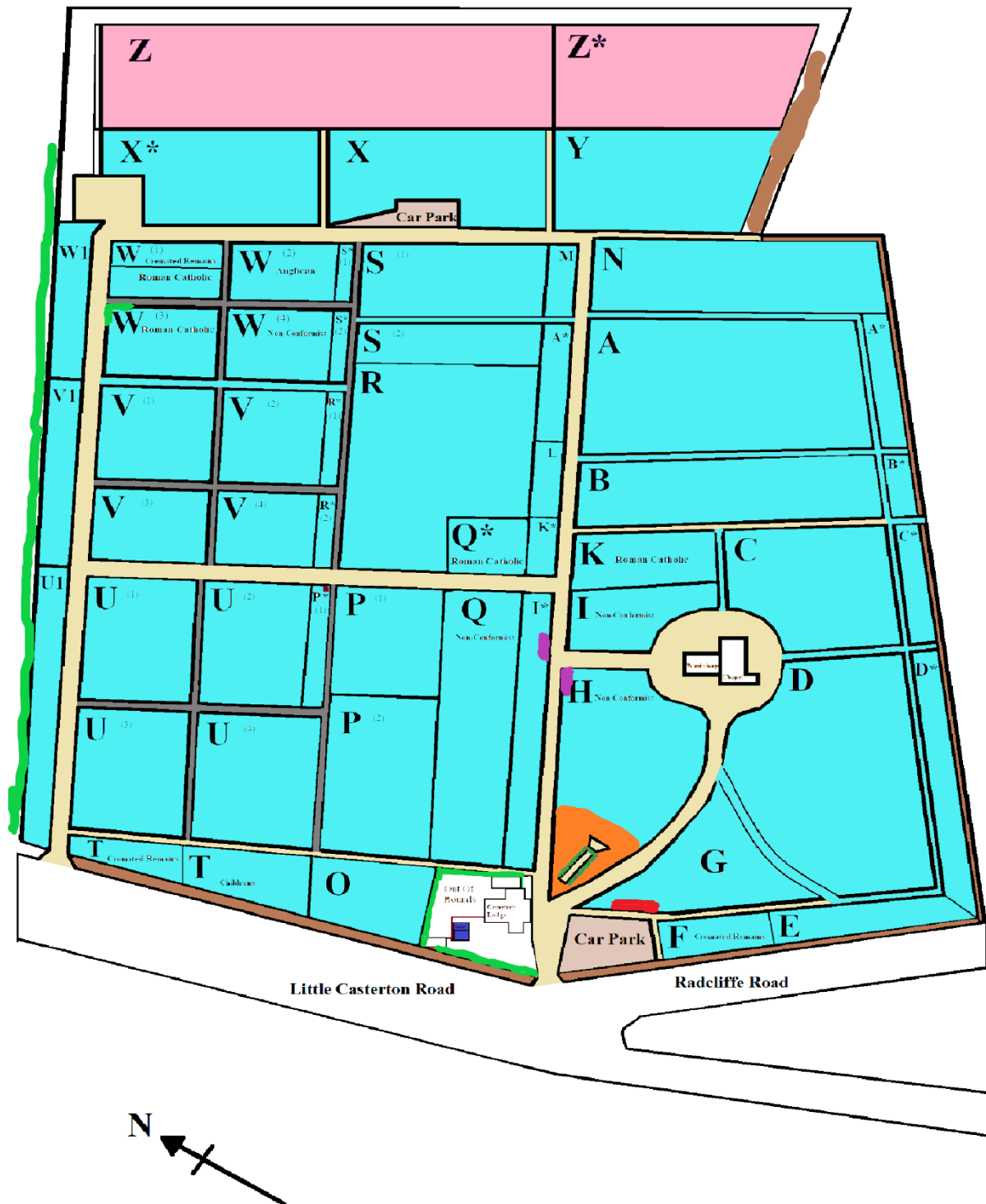
Allotments



Green – Hedge Code X

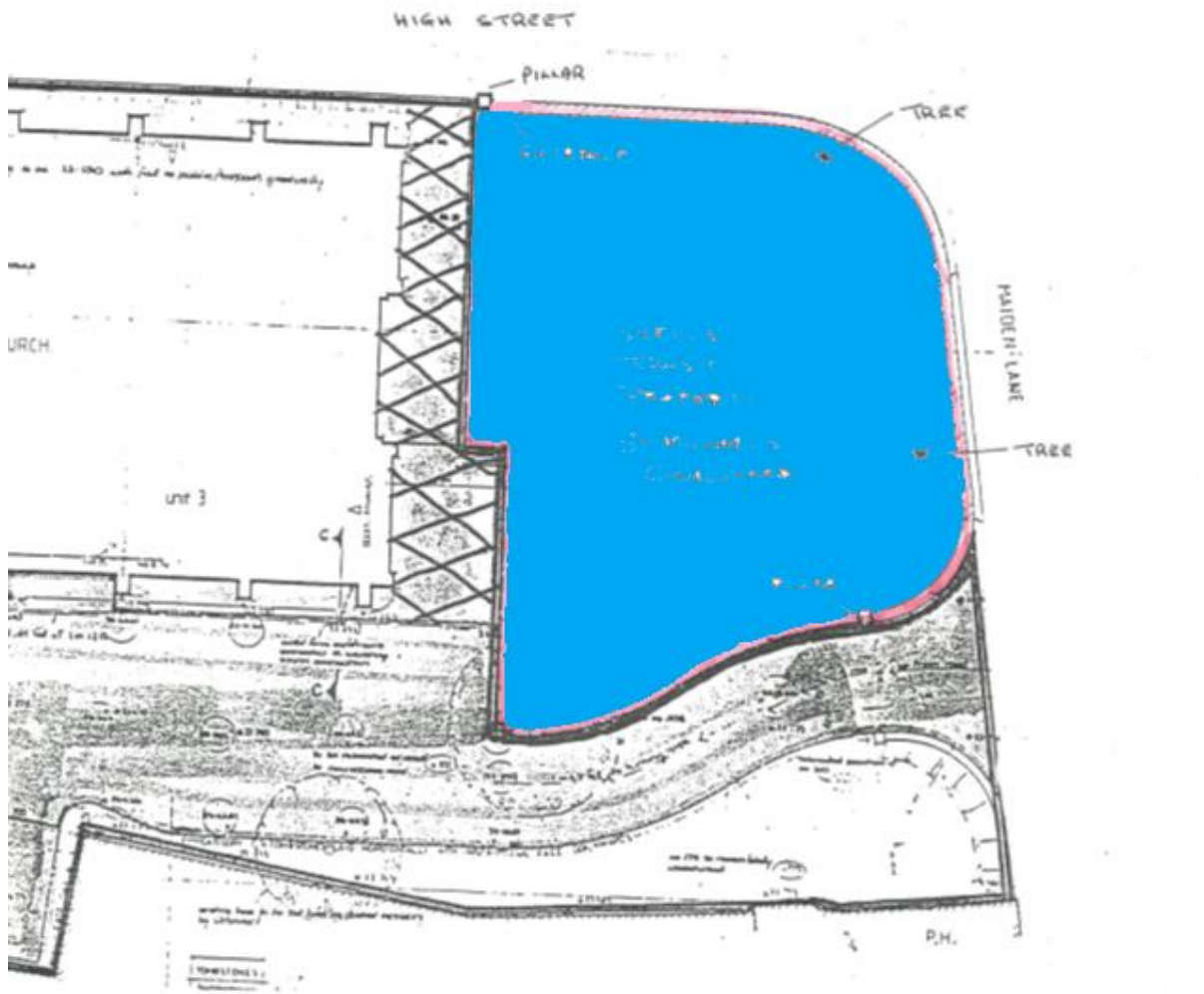
Cemetery

**Stamford Town Council**  
**Stamford Cemetery**



- Orange – Grass Code A
- Turquoise – Grass Code C
- Purple – Grass Code F
- Pink – Grass Code G
- Green – Hedge Code X
- Red – Hedge Code Y
- Brown – Hedge Code Z

### St Michaels Church Yard



Blue – Grass Code B