

## **GB-Shrewsbury: DMCH 019 - Highways Winter Maintenance Management Contract 2021**

### Competitive Contract Notice

1. Title: GB-Shrewsbury: DMCH 019 - Highways Winter Maintenance Management Contract 2021

2. Awarding Authority:

Shropshire Council

Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND, United Kingdom

Contact: Procurement, Attn: Procurement

3. Contract Type: Services

Sub Type: Maintenance and repair services.

4. Description: Weather stations. Shropshire Council intends to award a contract for the Highways Winter Maintenance Management Service for a period of up to 4 years commencing on 1st June 2021 with the option to extend for a further period of up to 1 year.

The contract consists of the provision of data collection from Shropshire Council roadside weather stations, annual maintenance of weather stations, bureau service and winter maintenance management service (optional extra to the contract).

5. CPV Codes:

38127000 - Weather stations.

6. NUTS Codes :

UKG22 - Shropshire CC

7. Main Site or Location of Works, Main Place of Delivery or Main Place of Performance: Shropshire CC,

8. Reference Attributed by the Awarding Authority: DMCH 019

9. Estimated Value of Requirement: Category H: 100K to 500K

Currency: GBP

10. Deadline for Expression of Interest: 04/05/2021 12:00:00

11. Address to which they must be sent:

Not Provided

12. Other Information:

Other Information: For more information about this opportunity, please visit the Delta eSourcing portal at:

<https://www.delta-esourcing.com/tenders/UK-GB-Shrewsbury:-DMCH-019---Highways-Winter-Maintenance-Management-Contract-2021/9GBG34G3YP>

To respond to this opportunity, please click here:

<https://www.delta-esourcing.com/respond/9GBG34G3YP>

TKR-2021412-PRO-18067820

Suitable for VCO: Yes

Procedure Type: OPEN

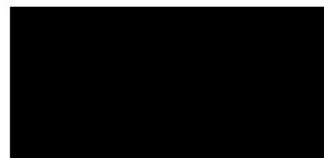
Period of Work Start date: 01/06/2021

Period of Work End date: 31/05/2025

Is this a Framework Agreement?: no

Shropshire Council  
Shirehall  
Abbey Foregate  
Shrewsbury  
Shropshire SY2 6ND

Date:  
My Ref:  
Your Ref



Dear Bidder

**DMCH 019 - HIGHWAYS WINTER MAINTENANCE MANAGEMENT CONTRACT 2021  
SHROPSHIRE COUNCIL**

You have been invited to tender for the above requirement. With this letter please find copies of the following documents:

- Instructions for Tendering (for completion and return)
- Tender Response Document (for completion and return)
- General Information and Specification
- Draft Form of Agreement in accordance with NEC3 Professional Services Contract (2013)

Tenders should be made on the enclosed Tender Response Document. Your Tender must be completed, signed and returned along with a signed copy of the instructions for tendering through our Delta Tenderbox.

Please pay particular attention to the points below concerning the returning of tenders.

**Returning of Tenders**

- The deadline for returning tenders is **noon on 4<sup>th</sup> May 2021** any tenders received after this time will not be accepted
- Tenders are to be submitted through Delta, our electronic tender portal
  - **Please ensure that you allow yourself at least two hours when responding prior to the closing date and time**, especially if you have been asked to upload documents. If you are uploading multiple documents you will have to individually load one document at a time or you can opt to zip all documents in an application like WinZip. Failure to submit by the time and date or by the method requested will not be accepted.
  - **Once you upload documentation ensure you follow through to stage three and click the 'response submit' button. Failure to do so, will mean the documents won't be viewable by the Council.**

Tenders **cannot** be accepted if:

- Tenders are received by post, facsimile or email
- Tenders are received after **12 noon on the given deadline**

### Freedom of Information

Under the provisions of the Freedom of Information Act 2000 from 1 January 2005, the public (included in this are private companies, journalists, etc.) have a general right of access to information held by public authorities. Information about your organisation, which Shropshire Council may receive from you may be subject to disclosure, in response to a request, unless one of the various statutory exemptions applies.

Therefore if you provide any information to Shropshire Council in the expectation that it will be held in confidence, you must make it clear in your documentation as to the information to which you consider a duty of confidentiality applies. The use of blanket protective markings such as "commercial in confidence" will no longer be appropriate and a clear indication as to what material is to be considered confidential and why should be given.

### Other Details

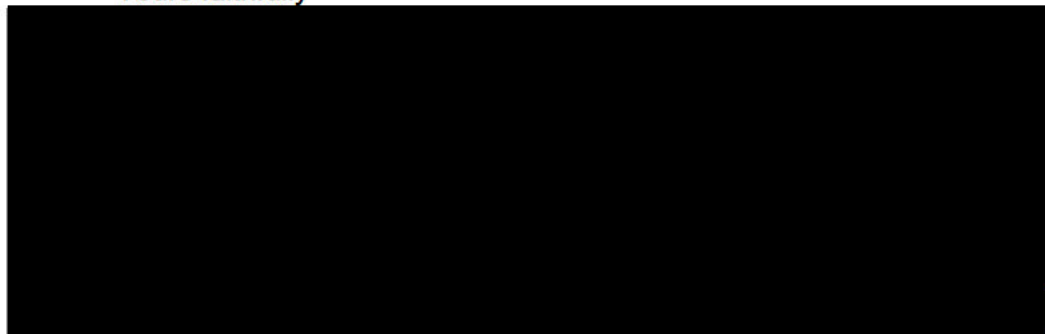
Please note that if supplementary questions are raised by any tenderer prior to the closing of tenders and Shropshire Council decides that the answers help to explain or clarify the information given in the Tender Documents, then both the questions and the answers will be circulated to all enterprises invited to submit a tender. Please raise all clarification questions before the deadline of **26<sup>th</sup> April 2021**.

Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council's involvement

Please also note that Shropshire Council is committed to achieving Social Value outcomes through maximising the social, economic and/or environmental impact of all its procurement activity. Specific requirements for this contract are set out within the Tender Response Document and in addition for your further information the council's Social Value Framework guidance can be found at [www.shropshire.gov.uk/doing-business-with-shropshire-council](http://www.shropshire.gov.uk/doing-business-with-shropshire-council).

If you have any queries relating to this invitation to tender, please contact us through the Delta e-tendering portal.

Yours faithfully





# **INSTRUCTIONS FOR TENDERING**

**DMCH 019 - HIGHWAYS WINTER  
MAINTENANCE MANAGEMENT  
CONTRACT (2021)**

## Shropshire Council Instructions for tendering

### **Contract Description:**

Shropshire Council intends to award a contract for the Highways Winter Maintenance Management Service for a period of up to 4 years commencing on 1<sup>st</sup> June 2021 with the option to extend for a further period of up to 1 year.

The contract consists of the provision of data collection from Shropshire Council roadside weather stations, annual maintenance of weather stations, bureau service and winter maintenance management service (optional extra to the contract).

Bidders are requested to submit prices for each activity schedule, separately for Shropshire Council and Telford & Wrekin Council.

Shropshire Council and Telford & Wrekin Council shall enter into separate Contracts with the successful bidder.



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## **1.0 Invitation to Tender**

- 1.1 You are invited to tender for the provision of Highways Winter Maintenance Management Contract for Shropshire Council and Telford & Wrekin Council as detailed in the Tender Response Document. The contract will be for an initial period of 4 years commencing on the 1<sup>st</sup> June 2021 with the option to extend for a further period of up to 1 year.
- 1.2 Tenders are to be submitted in accordance with NEC3 Professional Services Contract (2013), the Conditions and the instructions outlined within this document.
- 1.3 Tenders must be submitted in accordance with the following instructions. Tenders not complying in any particular way may be rejected by Shropshire Council (the Council) whose decision in the matter shall be final. Persons proposing to submit a Tender are advised to read the Invitation to Tender documentation carefully to ensure that they are fully familiar with the nature and extent of the obligations to be accepted by them if their Tender is accepted.
- 1.4 The Invitation to Tender documents must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the Invitation to tender document other than on an "in confidence" basis to those who have a legitimate need to know or who they need to consult for the purpose of preparing the tender as further detailed in these Instructions for Tendering.
- 1.5 Tenderers shall not at any time release information concerning the invitation to tender and/or the tender documents for publication in the press or on radio, television, screen or any other medium without the prior consent of the Council.
- 1.6 The fact that a Tenderer has been invited to submit a tender does not necessarily mean that it has satisfied the Council regarding any matters raised in the tender submitted. The Council makes no representations regarding the Tenderer's financial stability, technical competence or ability in any way to carry out the required services. The right to return to any matter raised in any tender submitted as part of the formal tender evaluation is hereby reserved by the Council.
- 1.7 The Invitation to Tender is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a tenderer to submit a tender or enter into a Contract or any other contractual agreement.
- 1.8 Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council's involvement.

## **2.0 Terms and Conditions**

- 2.1 Every Tender received by the Council shall be deemed to have been made subject to NEC3 Professional Services Contract (2013), the Conditions and these Instructions for Tendering unless the Council shall previously have expressly agreed in writing to the contrary.
- 2.2 The Tenderer is advised that in the event of their Tender being accepted by the Council, they will be required to undertake the required services.



### **3.0 Preparation of Tenders**

#### **3.1 Completing the Tender Response Document**

**3.1.1** Tenders should be submitted using the 'Tender Response Document' following the instructions given at the front of the document. The Tenderer's attention is specifically drawn to the date and time for receipt of Tenders and that no submission received after the closing time will be considered.

**3.1.2** All documents requiring a signature must be signed;

- a) Where the Tenderer is an individual, by that individual;
- b) Where the Tenderer is a partnership, by two duly authorised partners;
- c) Where the Tenderer is a company, by two directors or by a director and the secretary of the company, such persons being duly authorised for the purpose.

**3.1.3** The Invitation to Tender Documents are and shall remain the property and copyright of the Council

#### **3.2 Tender Preparation and Costs**

**3.2.1** It shall be the responsibility of Tenderers to obtain for themselves at their own expense all information necessary for the preparation of their Tender. No claim arising out of want of knowledge will be accepted. Any information supplied by the Council (whether in the Tender Documentation or otherwise) is supplied only for general guidance in the preparation of tenders.

**3.2.2** Any Tenderer considering making the decision to enter into a contractual relationship with the Council must make an independent assessment of the Tender opportunity after making such investigation and taking such professional advice as it deems necessary.

**3.2.3** Tenderers will be deemed for all purposes connected with their Tender submission where appropriate to have visited and inspected the Council, its assets, all the locations in respect of the delivery of the services/supplies/works and to have satisfied themselves sufficiently as to the nature, extent and character of the services supplies/works sought, and the human resources, materials, software, equipment, machinery, and other liabilities and other matters which will be required to perform the contract.

**3.2.4** The Council will not be liable for any costs incurred by Tenderers in the preparation or presentation of their tenders.

**3.2.5** Tenderers are required to complete all pricing schedules in the Invitation to tender documents. The terms "Nil" and "included" are not to be used but a zero or figures must be inserted against each item. Unit rates and prices must be quoted in pounds sterling and whole new pence.

**3.2.6** It shall be the Tenderer's responsibility to ensure that all calculations and prices in the Tender documentation are correct at the time of submission.

**3.2.7** The Tenderer is deemed to have made him/herself acquainted with the Council's





requirements and tender accordingly. Should the Tenderer be in any doubt regarding the true meaning and intent of any element of the specification he is invited to have these fully resolved before submitting his Tender. No extras will be allowed for any loss or expense involved through any misunderstanding arising from his/her failure to comply with this requirement.

**3.2.8** Any Tender error or discrepancy identified by the Council shall be drawn to the attention of the Tenderer who will be given the opportunity to correct, confirm or withdraw the Tender.

**3.2.9** The Tender Documents must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the Tender document other than on an In Confidence basis to those who have a legitimate need to know or whom they need to consult for the purpose of preparing the Tender.

### **3.3 Parent Company Guarantee**

It is a condition of contract that if the tendering company is a subsidiary then its Ultimate Group/Holding Company must guarantee the performance of this contract and provide a letter to that effect signed by a duly authorised signatory of the Ultimate Group/Holding Company if requested to do so by the Council. Where the direct parent company cannot provide an adequate guarantee in the opinion of the Council, the Council will look to another group or associate company, with adequate assets, to be the guarantor. In cases where the contract is with a Joint Venture Company (JVC) or a Special Purpose Vehicle (SPV) company, which may have two or more parent companies and which may not be adequately capitalised or have sufficient financial strength on its own to support the risk and obligations it has under the contract, 'joint and several' guarantees / indemnities from the parent companies of the JVC or SPV may be sought.

### **3.4 Warranty**

The Tenderer warrants that all the information given in their Tender is true and accurate. The information provided will be deemed to form part of any contract formed under this contract.

The Tenderer warrants that none of their current Directors have been involved in liquidation or receivership or have any criminal convictions

### **4.0 Tender Submission**

**4.1** Tenders must be submitted strictly in accordance with the letter of instruction accompanying this Invitation to Tender. Tenders must be submitted by the deadline of **noon 4<sup>th</sup> May 2021**.

**4.2** No unauthorised alteration or addition should be made to the Specification and Tender Response Document, or to any other component of the Tender document. If any such alteration is made, or if these instructions are not fully complied with, the Tender may be rejected.

**4.3** Qualified tenders may be submitted, but the Council reserves the right not to accept any such tender. The Council's decision on whether or not a Tender is acceptable will be final.



**4.4** Tenderers should note that their Tender must remain open and valid and capable of acceptance for a period of at least 90 days.

**4.5** Tenderers should note that Tenders and supporting documents must be written in English and that any subsequent contract, which may or may not be entered into, its formation, interpretation and performance, shall be subject to and in accordance with the laws of England and subject to the jurisdiction of the Courts of England and Wales.

**4.6** Where Tender submissions are incomplete the Council reserves the right not to accept them.

## **5.0 Variant Bids**

**5.1** The Council is interested in alternative solutions which would provide and develop opportunities for savings in service costs, service improvement or other financial benefits. In particular, the Council wishes to encourage solutions which also deliver benefits and added value to the local economy, residents and the business community.

**5.2** Tenderers may submit, at their discretion, a Tender offering a different approach to the project as a "Variant Bid". However, to permit comparability, at least one bid must be submitted strictly in accordance with the Invitation to Tender Documents( the "Compliant Tender") . Any Tender variant proposed must clearly state how it varies from the requirements of the Compliant Tender Documents, and be explicit in demonstrating the benefits that will accrue to the Council from adopting this approach. Tenderers will be required to identify which submission, in their view, demonstrates best value to the Council.

**5.3** Variant Bids must contain sufficient financial and operational detail to allow any Variant Bid to be compared with the standard Tender, permitting its considerations in written form.

## **6.0 Tender Evaluation**

**6.1** The Tenderers may be called for interview to seek clarification of their tender or additional or supplemental information in relation to their tender. The presentations will not carry any weighting to the final score achieved by Tenderers, but will be used to clarify and moderate issues raised in the Tenderer's submissions. Any areas of discrepancy between submissions and information gained from the presentations will be reviewed and scores previously awarded will be amended if necessary.

**6.2** If the Council suspects that there has been an error in the pricing of a Tender, the Council reserves the right to seek such clarification, as it considers necessary from the Tenderer in question.

## **7.0 Clarifications**

**7.1** Tenderers are responsible for clarifying any aspects of the tendering process and/or the Invitation to Tender documents in the manner described below.

**7.2** If you are unsure of any section and require further clarification, please contact via



our Delta Tenderbox.

- 7.3** Where appropriate, the Authorised Officer named above may direct the Tenderer to other officers to deal with the matter.
- 7.4** All queries should be raised as soon as possible (in writing), in any event not later than **26<sup>th</sup> April 2021**.
- 7.5** All information or responses that clarify or enhance the tendering process will be supplied to all Tenderers on a uniform basis (unless expressly stated otherwise). These responses shall have the full force of this Instruction and where appropriate the Conditions of Contract. If a Tenderer wishes the Council to treat a question as confidential this must be expressly stated. The Council will consider such requests and will seek to act fairly between the Tenderers, whilst meeting its public law and procurement duties in making its decision.
- 7.6** Except as directed in writing by the Authorised Officer, and confirmed in writing to a Tenderer, no agent or officer or elected Member (Councillor) of the Council has any express or implied authority to make any representation or give any explanation to Tenderers as to the meaning of any of the Tender Documents, or as to anything to be done or not to be done by a Tenderer or to give any warranties additional to those (if any) contained in the ITT or as to any other matter or thing so as to bind the Council in any way howsoever.

## **8.0 Continuation of the Procurement Process**

- 8.1** The Council shall not be committed to any course of action as a result of:
- i) issuing this Invitation to Tender;
  - ii) communicating with a Tenderer, a Tenderer's representative or agent in respect of this procurement exercise;
  - iii) any other communication between the Council (whether directly or through its agents or representatives) and any other party.
- 8.2** The Council reserves the right at its absolute discretion to amend, add to or withdraw all, or any part of this Invitation to Tender at any time during the tendering stage of this procurement exercise.
- 8.3** At any time before the deadline for receipt of tender returns the Council may modify the Invitation to Tender by amendment. Any such amendment shall be numbered and dated and issued by the Council to all participating tenderers. In order to give prospective Tenderers reasonable time in which to take the amendment into account in preparing its Tender return, the Council may in its sole discretion, extend the deadline for submission of the tender returns. The Council reserves the right to amend, withdraw, terminate or suspend all or any part of this procurement process at any time at its sole discretion.

## **9.0 Confidentiality**

- 9.1** All information supplied by the Council in connection with or in these Tender



Documents shall be regarded as confidential to the Council unless the information is already within the public domain or subject to the provisions of the Freedom of Information Act 2000.

- 9.2** The Contract documents and publications are and shall remain the property of the Council and must be returned upon demand.
- 9.3** Tenderers shall ensure that each and every sub-contractor, consortium member and/or professional advisor to whom it discloses these papers complies with the terms and conditions of this ITT.
- 9.4** The contents of this Invitation to Tender are being made available by the Council on condition that:
  - 9.4.1** Tenderers shall at all times treat the contents of the Invitation to tender and any related documents as confidential, save in so far as they are already in the public domain and Tenderers shall not, subject to the provisions relating to professional advisors, sub-contractors or other persons detailed below, disclose, copy, reproduce, distribute or pass any of the contents of the Invitation to tender to any other person at any time or allow any of these things to happen;
  - 9.4.2** Tenderers shall not use any of the information contained in this Invitation to tender for any purpose other than for the purposes of submitting (or deciding whether to submit) the tender; and
  - 9.4.3** Tenderers shall not undertake any publicity activity within any section of the media.
- 9.5** Tenderers may disclose, distribute or pass this Invitation to tender to their professional advisors, sub-contractors or to another person provided that:
  - 9.5.1** this is done for the sole purpose of enabling an Invitation to tender to be submitted and the person receiving the Information undertakes in writing to keep the Invitation to Tender confidential on the same terms as if that person were the Tenderer; or
  - 9.5.2** the Tenderer obtains the prior written consent of the Council in relation to such disclosure, distribution or passing of the Invitation to Tender; or
  - 9.5.3** the disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any Contract(s) which may arise from it; or
  - 9.5.4** the Tenderer is legally required to make such a disclosure.
- 9.6** The Council may disclose detailed information relating to the Invitation to Tender to its officers, employees, agents, professional advisors or Governmental organisations and the Council may make any of the Contracts and procurement documents available for private inspection by its officers, employees, agents, professional advisors, contracting authorities or Governmental organisations.
- 9.7 Transparency of Expenditure**

Further to its obligations regarding transparency of expenditure, the Council may be required to publish information regarding tenders, contracts and expenditure to the general public, which could include the text of any such documentation, except



for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act to be determined at the absolute discretion of the Council.

## **10.0 Freedom of Information**

- 10.1** Please note that from 1 January 2005 under the provisions of the Freedom of Information Act 2000, the public (included in this are private companies, journalists, etc.) have a general right of access to information held by public authorities. One of the consequences of those new statutory responsibilities is that information about your organisation, which Shropshire Council may receive from you during this tendering process may be subject to disclosure, in response to a request, unless one of the various statutory exemptions applies.
- 10.2** In certain circumstances, and in accordance with the Code of Practice issued under section 45 of the Act, Shropshire Council may consider it appropriate to ask you for your views as to the release of any information before we make a decision as to how to respond to a request. In dealing with requests for information under the Act, Shropshire Council has to comply with a strict timetable and it would therefore expect a timely response to any such consultation within five working days.
- 10.3** If, at any stage of this tendering process, you provide any information to Shropshire Council in the expectation that it will be held in confidence, then you must make it clear in your documentation as to the information to which you consider a duty of confidentiality applies. The use of blanket protective markings such as “commercial in confidence” will no longer be appropriate and a clear indication as to what material is to be considered confidential and why should be given.
- 10.4** Shropshire Council will not be able to accept that trivial information or information which by its very nature cannot be regarded as confidential should be subject to any obligation of confidence.
- 10.5** In certain circumstances where information has not been provided in confidence, Shropshire Council may still wish to consult with you as to the application of any other exemption such as that relating to disclosure that will prejudice the commercial interests of any party. However the decision as to what information will be disclosed will be reserved to Shropshire Council.

For guidance on this issue see: <http://www.ico.gov.uk>

## **11.0 Disqualification**

- 11.1** The Council reserves the right to reject or disqualify a Tenderer's Tender submission where:
- 11.1.1** The tenderer fails to comply fully with the requirements of this Invitation to tender or is in breach of clause 15 of the Council's General Terms and Conditions relating to Bribery and Corruption or is guilty of a serious or intentional or reckless misrepresentation in supplying any information required; or

**11.1.2** The tenderer is guilty of serious or intentional or reckless misrepresentation in relation to its tender return and/or the procurement process.

**11.1.3** The tenderer directly or indirectly canvasses any member, official or agent of the Council concerning the award of the contract or who directly or indirectly obtains or attempts to obtain information from any such person concerning any other Tender or proposed Tender for the services. The Canvassing Certificate must be completed and returned as instructed.

**11.1.4** The Tenderer :

- a) Fixes or adjusts the amount of his Tender by or in accordance with any agreement or arrangements with any other person; or
- b) Communicates to any person other than the Council the amount or approximate amount of his proposed Tender (except where such disclosure is made in confidence in order to obtain quotations necessary for preparation of the Tender for insurance purposes); or
- c) Enters into an agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any Tender to be submitted; or
- d) Offers or agrees to pay or give or does pay or gives any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any Tender or proposed Tender for the services any act or omission.

**11.2** Any disqualification will be without prejudice to any other civil remedies available to the Council and without prejudice to any criminal liability which such conduct by a Tenderer may attract. The Non-Collusive Tendering Certificate must be completed and returned as instructed.

**11.3** The Council reserves the right to disqualify an Applicant from further participating in this procurement process where there is a change in the control or financial stability of the Tenderer at any point in the process up to award of a contract and such change of control or financial stability has a materially adverse effect on the Tenderer's financial viability or ability to otherwise meet the requirements of the procurement process.

## **12.0 E-Procurement**

As part of its procurement strategy Shropshire Council is committed to the use of technology that can improve the efficiency of procurement. Successful Tenderers may be required to send or receive documents electronically. This may include purchase orders, acknowledgements, invoices, payment advices, or other procurement documentation. These will normally be in the Council's standard formats, but may be varied under some circumstances so as not to disadvantage small and medium suppliers.





### **13.0 Award of Contract**

#### **13.1 Award Criteria**

The Award Criteria has been set out within the Tender Response Document accompanying this invitation to tender. The Council is not bound to accept the lowest or any Tender.

#### **13.2 Award Notice**

The Council will publish the name and addresses of the successful Tenderers where appropriate. The Contracting Authority reserves the right to pass all information regarding the outcome of the Tendering process to the Office of Fair Trading to assist in the discharge of its duties. Additionally, the Council will adhere to the requirements of the Freedom of Information Act 2000 and Tenderers should note this statutory obligation.

#### **13.3 Transparency of Expenditure**

Further to its obligations regarding transparency of expenditure, the Council may also be required to publish information regarding tenders, contracts and expenditure to the general public, which could include the text of any such documentation, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act to be determined at the absolute discretion of the Council.

### **14.0 Value of Contract**

Shropshire Council cannot give any guarantee in relation to the value of this contract.

### **15.0 Acceptance**

**15.1** Tenders must be submitted strictly in accordance with the terms of the Council's Invitation to Tender documentation and acceptance of the tender shall be conditional on compliance with this Tender Condition.

**15.2** The Tender documentation including the Conditions of Contract, the Tender Response document, these Instructions to Tender, together with the formal written acceptance by the Council in accordance with NEC3 Professional Services Contract (2013) will form a binding agreement between the Contractor and the Council.

**15.3** The Tenderer shall be prepared to commence the provision of the Highways Winter Maintenance Management Service on the start date of the contract being **1<sup>st</sup> June 2021**.

### **16.0 Payment Terms**

**Tenderers should particularly note** that the principles governing public procurement require that, as far as is reasonably possible, payments for Goods, Works or Services are made after the provision. Therefore any indication of a pricing strategy within a Tender which provides for substantial payments at the outset of the Contract will be examined carefully to decide whether or not a Tender

in such form can be accepted. If in the opinion of the Council such substantial payments appear excessive in relation to the requirements of the Contract the Council reserves, without prejudice to any other right to reject any Tender it may have, the right to require the Tenderer to spread such proportion of the costs as are considered excessive over the duration of the Contract.

**17.0 Liability of Council**

**17.1** The Council does not bind himself to accept the lowest or any tender.

**17.2** The Council does not accept any responsibility for any pre-tender representations made by or on its behalf or for any other assumptions that Tenderers may have drawn or will draw from any pre-tender discussions.

**17.3** The Council shall not be liable to pay for any preparatory work or other work undertaken by the Tenderer for the purposes of, in connection with or incidental to this Invitation to Tender, or submission of its Tender response or any other communication between the Council and any other party as a consequence of the issue of this Invitation to Tender.

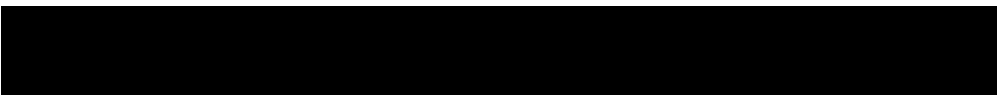
**17.4** The Council shall not be liable for any costs or expenses incurred by any Tenderer in connection with the preparation of a Tender return for this procurement exercise, its participation in this procurement whether this procurement is completed, abandoned or suspended.

**17.5** Whilst the Tender Documents have been prepared in good faith, they do not purport to be comprehensive nor to have been formally verified. Neither the Council nor any of its staff, agents, elected Members, or advisers accepts any liability or responsibility for the adequacy, accuracy or completeness of any information given, nor do they make any representation or given any warranty, express or implied, with respect to the Tender Documents or any matter on which either of these is based (including, without limitation, any financial details contained within the Specification and Contract Documentation). Any liability is hereby expressly disclaimed save in the event of fraud, or in the event of specific warranties provided within the Contract Documentation.

**18.0** The Contractor agrees that where requested in writing during the term of any Agreement for the supply Goods Works or Services it will ensure that an appropriately authorised representative of the Contractor shall attend a Committee meeting of the Council upon being invited to do so by the Council

**19.0 Declaration**

We, as acknowledged by the signature of our authorised representative, accept these Instructions to Tender as creating a contract between ourselves and the Council. We hereby acknowledge that any departure from the Instructions to Tender may cause financial loss to the Council.

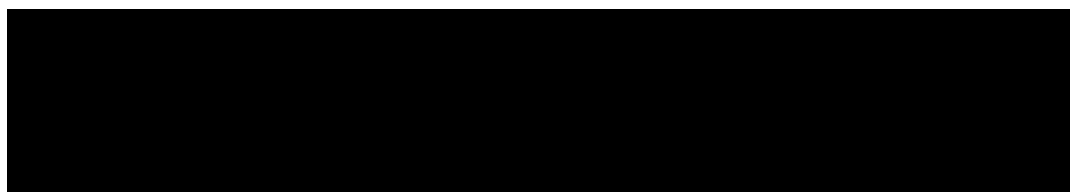




# Tender Response Document

## DMCH 019 - HIGHWAYS WINTER MAINTENANCE MANAGEMENT CONTRACT 2021

Name of TENDERING  
ORGANISATION  
(please insert)



Please also add your company name to the footer of each page of the returned document



## Shropshire Council Tender Response Document

### **Contract Description/Specification:**

Shropshire Council intends to award a contract for the Highways Winter Maintenance Management Service for a period of up to 4 years commencing on 1<sup>st</sup> June 2021 with the option to extend for a further period of up to 1 year.

The contract consists of the provision of data collection from Shropshire Council roadside weather stations, annual maintenance of weather stations, bureau service and winter maintenance management service (optional extra to the contract).

Bidders are requested to submit prices for each activity schedule, separately for Shropshire Council and Telford & Wrekin Council.

Shropshire Council and Telford & Wrekin Council shall enter into separate Contracts with the successful bidder.



### **Instructions for the completion of this document**

1. This document must be completed in its entirety with responses being given to all questions. If you are unsure of any section/question and require further clarification, please contact us via our Delta Tenderbox. You are recommended to keep a copy of all tender documents and supporting documents for your own records.
2. Tenderers must also complete and sign the four certificates in Sections A1 to A4. These must be signed;
  - a) Where the tenderer is an individual, by that individual;
  - b) Where the tenderer is a partnership, by two duly authorised partners;
  - c) Where the tenderer is a company, by two directors or by a director and the secretary of the company, such persons being duly authorised for the purpose.
3. All questions require specific responses from you relating to the organisation named in Section B Part 1 Question 1.1 (a). All information supplied must be accurate and up to date. The Council reserves the right to refuse to consider your application if the Tender Response Document is not fully completed or is found to be inaccurate.
4. Where copies of certificates and other details are requested **a copy must** accompany your tender response.

### **Contents**

Section	Description	Page
A1	Form of Tender	7
A2	Non-Canvassing Certificate	8
A3	Non-Collusive Tendering Certificate	9
A4	Declaration of Connection with Officers or Elected Members of the Council	10
<b>You must sign all 4 certificates in sections A1 to A4</b>		
B Part 1	Supplier Information– For information only	11
B Part 2	Grounds for Mandatory Exclusion	12
B Part 3	Grounds for Discretionary Exclusion	13
C	Tender and Pricing Schedule	16

### **Evaluation Criteria**

Tenders will be evaluated on the answers provided in this 'Tender Response Document'. The following criteria is made up of 'pass/fail' (selection criteria) questions and 'weighted marked' (award criteria) questions and shows how each section is to be marked.

#### **Selection Criteria Pass/Fail Questions (Section B)**

This information will be provided for proof of compliance and will be judged on a pass or fail basis. Applicants must comply with these issues to demonstrate their proven competency, financial stability, resources and other arrangements. Questions marked 'For information only' will not be assessed; however they must still be answered in full.





Section / Question No.	Selection Criteria
Section B Part 1	Supplier Information– For information only
Section B Part 2	Grounds for Mandatory Exclusion
Section B Part 3	Grounds for Discretionary Exclusion

In relation to discretionary exclusion grounds :

**Financial viability:** Responses will be analysed and evaluated by the Authority's Audit sections and will include checks via an independent agency (currently Equifax).

If the financial analysis of the Applicant (please note financial information provided by consortium members will be evaluated to assess the Applicant consortium as a whole) gives cause for concern as to its ability to deliver the Contract, the Applicant will fail this section.

If the financial analysis of the Applicant does not give any cause for concern as to its ability to deliver the Contract – it shall be deemed to have passed the section.

Please note the Contracting Authority reserves the right to further check the Financial Stability and Capacity of an applicant prior to any award of contract in the manner set out above in order to ensure that they still pass that requirement.

For other Discretionary exclusion grounds: If in the opinion of the Contracting Authority the responses provided casts serious doubt on the Tenderer's ability to perform this contract, they may be excluded.

### **Award Criteria – Weighted Marked Questions**

Tenders will be evaluated on the answers provided in this Tender Response Document and judged against the criteria shown in the table below.

Section / Question No.	Award Criteria	Weighting / Max Marks Available
<b>Price 60% (1500 marks)</b>		
Section C / Q 1	Price	1500 max marks
<b>Total for price</b>		<b>1500 max marks</b>
<b>Quality 40% (1000 marks)</b>		
Section C / Q 2.1	Provision of Bureau Service	15 / 150 max marks
Section C / Q 2.2	Provision of Winter Maintenance Management System	10 / 100 max marks
Section C / Q 2.3	Communication	5 / 50 max marks
Section C / Q 2.4	Project Manager	10 / 100 max marks
Section C / Q 2.5	Suitability of Key Staff	15 / 150 max marks
Section C / Q 2.6	Liaison Arrangements	10 / 100 max marks
Section C / Q 2.7	Contract Mobilisation Plan	5 / 50 max marks
Section C / Q 2.8	Contract Improvement Plan – Proposals to enhance this service	10 / 100 max marks
Section C / Q 2.9	Health and Safety Arrangements	5 / 50 max marks
Section C / Q 2.10	Proposals to ensure continuous improvement	15 / 150 max marks
<b>Total for quality</b>		<b>100 / 1000 max marks</b>

### Quality Questions/ Scoring Scheme

Questions within the section shown above will be scored using the following scoring scheme:

Assessment	Mark	Interpretation
<b>Excellent</b>	<b>10</b>	<i>Exceeds the requirement. Exceptional demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.</i>
	<b>9</b>	
<b>Good</b>	<b>8</b>	<i>Satisfies the requirement with minor additional benefits Above average demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.</i>
	<b>7</b>	
<b>Acceptable</b>	<b>6</b>	<i>Satisfies the requirement. Demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures, with evidence to support the response.</i>
	<b>5</b>	
<b>Minor Reservations</b>	<b>4</b>	<i>Satisfies the requirement with minor reservations Some minor reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with limited evidence to support the response.</i>
	<b>3</b>	
<b>Serious Reservations</b>	<b>2</b>	<i>Satisfies the requirement with major reservations. Considerable reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.</i>
	<b>1</b>	
<b>Unacceptable</b>	<b>0</b>	<i>Does not meet the requirement Does not comply and/or insufficient information provided to demonstrate how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.</i>

The use of odd numbers indicates an answer's allocated mark lies between definitions.

**The tender receiving the highest initial mark for Quality Criteria overall will receive the full 1000 marks available for Quality. Other tenders will receive a final mark that reflects the final % difference in the initial marks between those tenders and the tender receiving the highest initial mark for Quality overall.**

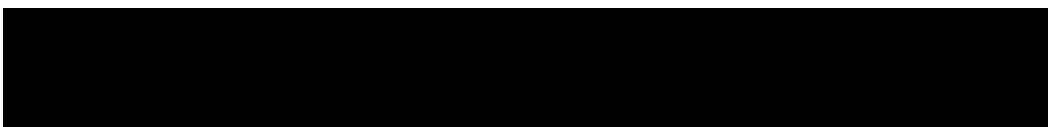
### Price Evaluation and scoring



The "Fee Bid" will be the sum of the lump sum offer to carry out the annual weather forecasting service and a nominal number of time charges hours.

The most competitively priced tender will receive the maximum mark for price being **1500**. **Less competitive tenders** will receive a % of the maximum mark that represents the difference in cost between that tender and the most competitively priced tender.

Determination of the lowest financial bid will be the sum of the offer to carry out the annual Highways Winter Maintenance Management Service and the total value of the time charged hours.






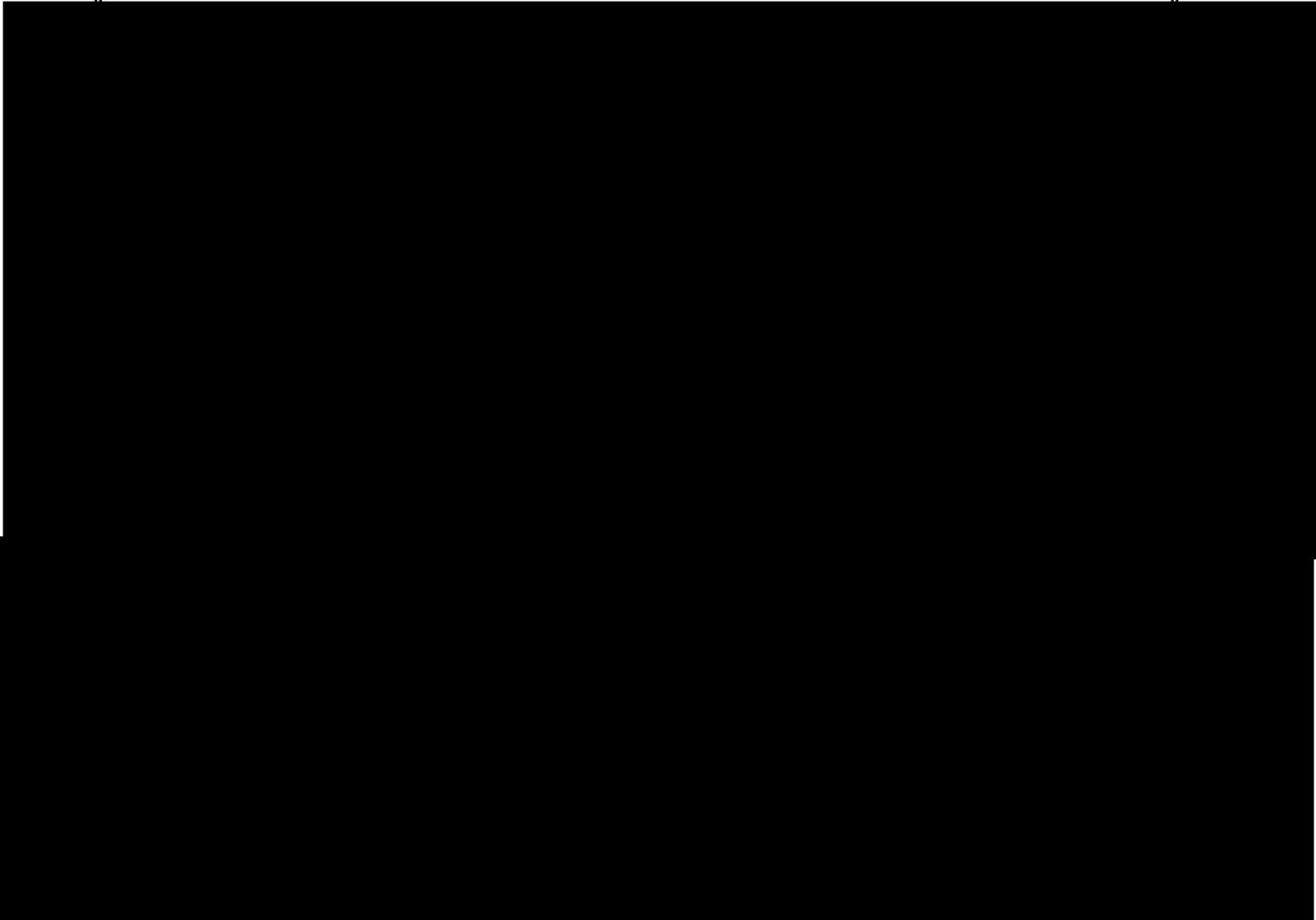
**Section A:**  
**1. Form of Tender**

Form of Tender

**Shropshire Council**

Tender for Highways Winter Maintenance Management Contract 2021

We confirm that this, our tender, represents an offer to Shropshire Council that if accepted in whole, or in part, will create a binding contract for the provision of the Highways Winter Maintenance Management Contract 2021 at the prices and terms agreed and subject to the terms of the invitation to tender documentation and the Terms and Conditions, copies of which we have received.



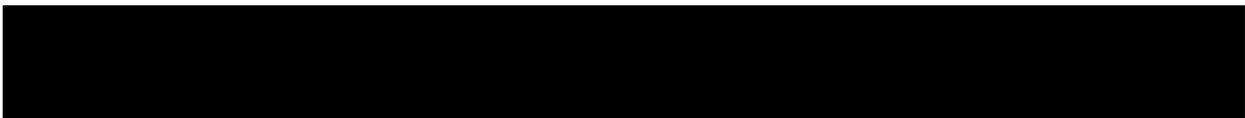
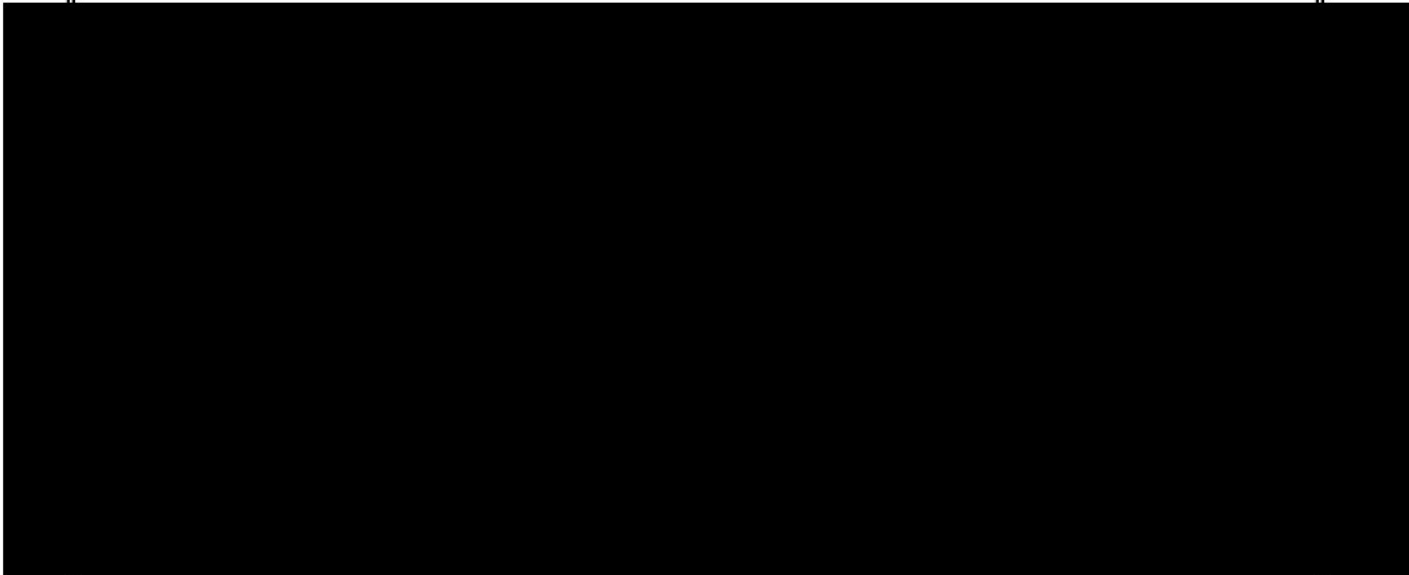
**Section A:**  
**2. Non – Canvassing Certificate**

Non-Canvassing Certificate

**To: Shropshire Council (hereinafter called “the Council”)**

I/We hereby certify that I/We have not canvassed or solicited any member officer or employee of the Council in connection with the award of this Tender or any other Tender or proposed Tender for the Services and that no person employed by me/us or acting on my/our behalf has done any such act.

I/We further hereby undertake that I/We will not in the future canvass or solicit any member officer or employee of the Council in connection with the award of this Tender or any other Tender or proposed Tender for the Services and that no person employed by me/us or acting on my/our behalf will do any such act.



Non-collusive Tendering Certificate

**To: Shropshire Council (hereinafter called "the Council")**

The essence of selective tendering is that the Council shall receive bona fide competitive Tenders from all persons tendering. In recognition of this principle:

I/We certify that this is a bona fide Tender, intended to be competitive and that I/We have not fixed or adjusted the amount of the Tender or the rates and prices quoted by or under or in accordance with any agreement or arrangement with any other person.

I/We also certify that I/We have not done and undertake that I/We will not do at any time any of the following acts:-

- (a) communicating to a person other than the Council the amount or approximate amount of my/our proposed Tender (other than in confidence in order to obtain quotations necessary for the preparation of the Tender for insurance); or
- (b) entering into any agreement or arrangement with any other person that he shall refrain from Tendering or as to the amount of any Tender to be submitted; or
- (c) offering or agreeing to pay or give or paying any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender for the Services any act or omission.



## 4. Declaration of Connection with Officers or Elected Members of the Council

Are you or any of your staff who will be affected by this invitation to tender related or connected in any way with any Shropshire Council Elected Councillor or Employee?

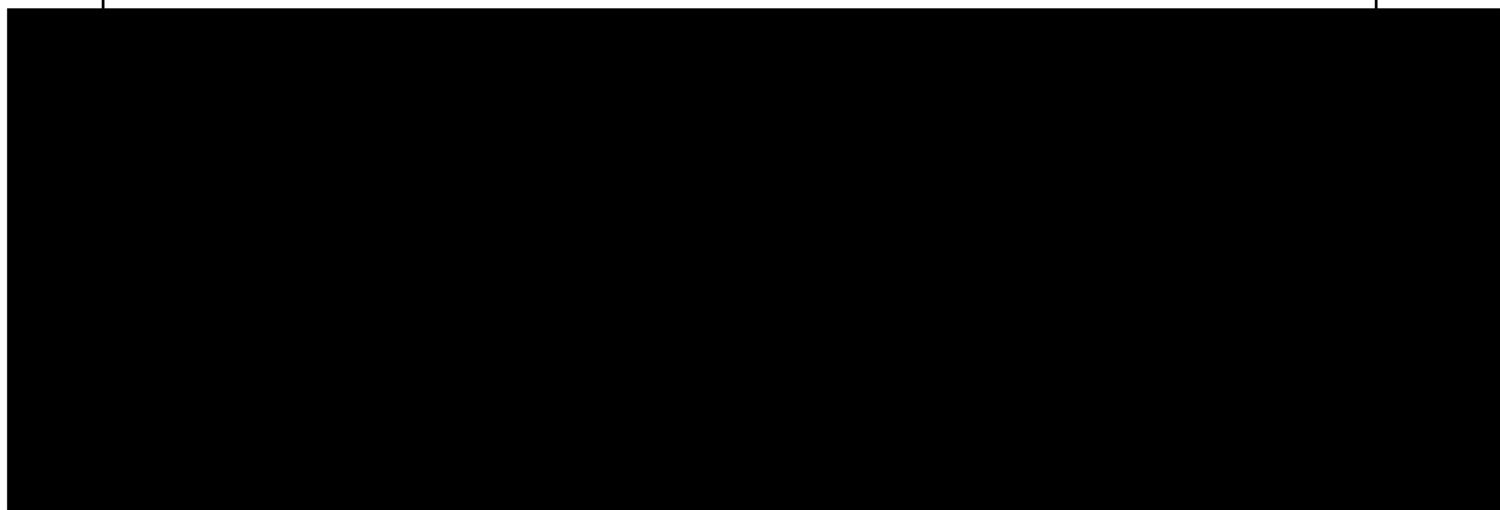
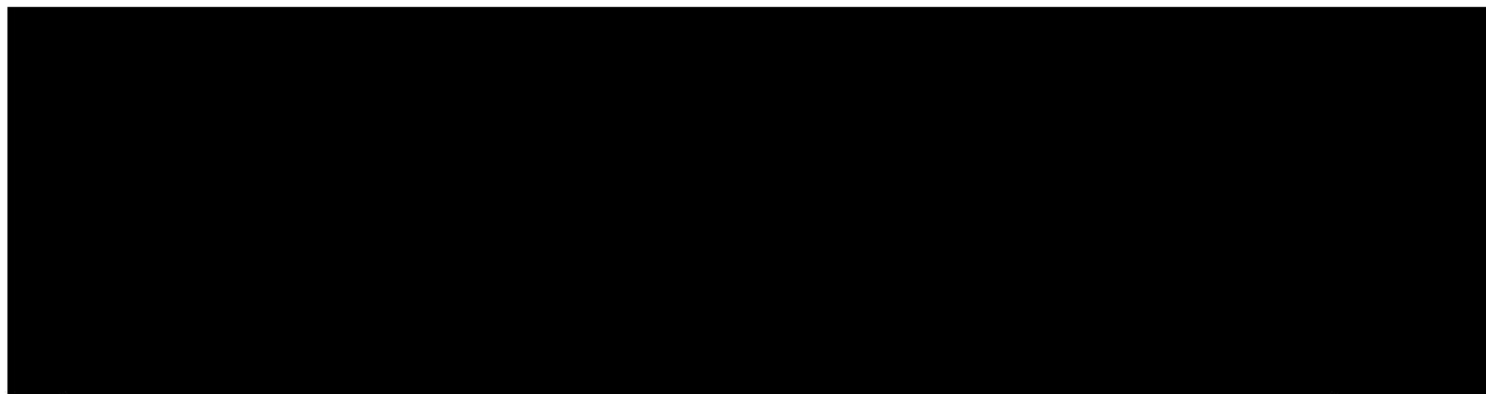
**No**

If yes, please give details:

Name	Relationship

***Please note:***

*This information is collected to enable the Council to ensure that tenders are assessed without favouritism. Whether or not you have a connection with elected members or employees will have no bearing on the success of your tender, but your tender will not be considered unless this declaration has been completed.*



## Part 1: Potential supplier Information

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

Section 1	Potential supplier information	
Question number	Question	Response
1.1(a)	Full name of the potential supplier submitting the information	
1.1(b) – (i)	Registered office address (if applicable)	
1.1(b) – (ii)	Registered website address (if applicable)	
1.1(c)	Trading status a) public limited company b) limited company c) limited liability partnership d) other partnership e) sole trader f) third sector g) other (please specify your trading status)	
1.1(d)	Date of registration in country of origin	
1.1(e)	Company registration number (if applicable)	
1.1(f)	Charity registration number (if applicable)	
1.1(g)	Head office DUNS number (if applicable)	
1.1(h)	Registered VAT number	
1.1(i)	Are you a Small, Medium or Micro Enterprise (SME)?	

### Contact details and declaration

I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.

I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.



I understand that the information will be used in the selection process to assess my organisation's suitability to be invited to participate further in this procurement.

I understand that the authority may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.

I am aware of the consequences of serious misrepresentation.

Section 1	Contact details and declaration	
Question Number	Question	Response
1.3(a)	Contact name	
1.3(b)	Name of organisation	
1.3(c)	Role in organisation	
1.3(d)	Phone number	
1.3(e)	E-mail address	
1.3(f)	Postal address	
1.3(g)	Signature (electronic is acceptable)	
1.3(h)	Date	

## Part 2: Exclusion Grounds

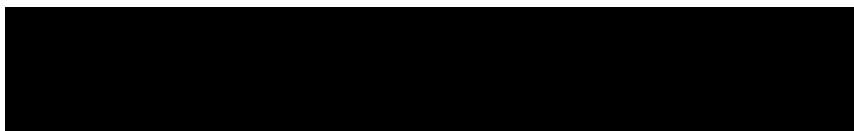
Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

Section 2	Grounds for mandatory exclusion	
Question number	Question	Response
2.1	Please confirm that you have in place, or that you will have in place by contract award, the human and technical resources to perform the contract to ensure compliance with the General Data Protection Regulation and to ensure the protection of the rights of data subjects	
2.2	Please provide details of the technical facilities and measures (including systems and processes) you have in place, or will have in place by contract award, to ensure compliance with the General Data Protection Regulation and to ensure the protection of the rights of data subjects. Your response should include, but should not be limited to facilities and measures:	

	<ul style="list-style-type: none"> <li>○ to ensure ongoing confidentiality, integrity, availability and resilience of processing systems and services;</li> <li>○ to comply with the rights of data subjects in respect of receiving privacy information, and access, rectification, deletion and portability of personal data;</li> <li>○ to ensure that any consent based processing meets standards of active, informed consent, and that such consents are recorded and auditable;</li> <li>○ to ensure legal safeguards are in place to legitimise transfers of personal data outside the EU (if such transfers will take place);</li> <li>○ to maintain records of personal data processing activities; and</li> <li>○ to regularly test, assess and evaluate the effectiveness of the above measures.</li> </ul>	
2.3	<p>Please confirm you have obtained QA Accreditation</p> <p><b>This is a mandatory requirement</b></p>	

Section 3	Grounds for discretionary exclusion	
Question number	Question	Response
3.1	Do you have any conflicts of interest which should be considered in relation to other current or future work being undertaken by the tenderer or their team.	
3.2	If you have answered yes to question 2.1 please provide an explanation	

	Economic and Financial Standing	
Question number	Question	Response
4.1	<p>Are you able to provide a copy of your audited accounts for the last two years, if requested?</p> <p>If no, can you provide <b>one</b> of the following: answer with Y/N in the relevant box.</p>	



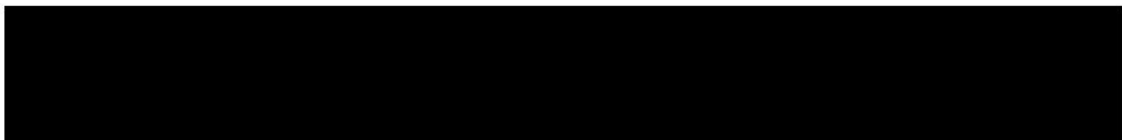
	(a) A statement of the turnover, Profit and Loss Account/Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year of trading for this organisation.	
	(b) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position.	
	(c) Alternative means of demonstrating financial status if any of the above are not available (e.g. forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status).	
4.2	Where we have specified a minimum level of economic and financial standing and/ or a minimum financial threshold within the evaluation criteria for this procurement, please self-certify by answering 'Yes' or 'No' that you meet the requirements set out.	

Question number	Modern Slavery Act 2015: Requirements under Modern Slavery Act 2015	
5.1	Are you a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")?	
5.2	If you have answered yes to question 7.1 are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015?	

### Additional Questions

Suppliers who self-certify that they meet the requirements to these additional questions will be required to provide evidence of this if they are successful at contract award stage.

Question number	Additional Questions
6.1	Insurance



	Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below:

## 6.2 – Compliance with equality legislation

For organisations working outside of the UK please refer to equivalent legislation in the country that you are located.	
1.	<p>In the last three years, has any finding of unlawful discrimination been made against your organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or in comparable proceedings in any jurisdiction other than the UK)?</p>
2.	<p>In the last three years, has your organisation had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds or alleged unlawful discrimination?</p> <p>If you have answered “yes” to one or both of the questions in this module, please provide, as a separate Appendix, a summary of the nature of the investigation and an explanation of the outcome of the investigation to date.</p> <p>If the investigation upheld the complaint against your organisation, please use the Appendix to explain what action (if any) you have taken to prevent unlawful discrimination from reoccurring.</p> <p>You may be excluded if you are unable to demonstrate to the Authority’s satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring.</p>
3.	<p>If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?</p>

## 6.3 – Environmental Management

1.	<p>Has your organisation been convicted of breaching environmental legislation, or had any notice served upon it, in the last three years by any environmental regulator or authority (including local authority)?</p> <p>If your answer to the this question is “Yes”, please provide details in a separate Appendix of the conviction or notice and details of any remedial action or changes you have made as a result of conviction or notices served.</p> <p>The Authority will not select bidder(s) that have been prosecuted or served notice under environmental legislation in the last 3 years, unless the Authority is satisfied that appropriate remedial action has been taken to prevent future occurrences/breaches.</p>
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2.	If you use sub-contractors, do you have processes in place to check whether any of these organisations have been convicted or had a notice served upon them for infringement of environmental legislation?
----	--

#### 6.4 – Health & Safety

1.	Please self-certify that your organisation has a Health and Safety Policy that complies with current legislative requirements.
2.	<p>Has your organisation or any of its Directors or Executive Officers been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years?</p> <p>If your answer to this question was “Yes”, please provide details in a separate Appendix of any enforcement/remedial orders served and give details of any remedial action or changes to procedures you have made as a result.</p> <p>The Authority will exclude bidder(s) that have been in receipt of enforcement/remedial action orders unless the bidder(s) can demonstrate to the Authority’s satisfaction that appropriate remedial action has been taken to prevent future occurrences or breaches.</p>
3.	If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?

#### SECTION C – TENDER SCHEDULE

1.	<b>Pricing Schedule</b>	<b>Weighting / Max marks</b>
----	-------------------------	----------------------------------

























































































# **GENERAL INFORMATION AND SCOPE OF SERVICES**

**DMCH 019 Highways Winter  
Maintenance Management  
Contract (2021)**

## Shropshire Council Instructions for Quoting

### **Contract Description:**

Shropshire Council intends to award a contract for the Highways Winter Maintenance Management Service for a period of up to 4 years commencing on 1st June 2021 with the option to extend for a further period of up to 1 year.

The contract consists of the provision of data collection from Shropshire Council roadside weather stations, annual maintenance of weather stations, bureau service and winter maintenance management service (optional extra to the contract).

Bidders are requested to submit prices for each activity schedule, separately for Shropshire Council and Telford & Wrekin Council.

Shropshire Council and Telford & Wrekin Council shall enter into separate Contracts with the successful bidder.

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## **1.0 General Information**

**1.1** Shropshire is situated within the West Midlands region and stretches from the Welsh Borders in the west to the Birmingham conurbation in the east, with Cheshire situated to the north and the rural counties of Herefordshire and Worcestershire to the south. Telford is situated within the Shropshire county borders to the East of the county

**1.2** Following local government reorganization in April 1998, the district based around the new town of Telford became a Unitary Authority, Telford and Wrekin Council. In April 2009, the former County, District and Borough Councils in Shropshire combined to become a Unitary Authority, Shropshire Council.

### **1.3 The County**

Shropshire covers an area of 319,700 hectares and has a population of 290,000. It is predominantly rural, the county town of Shrewsbury forming the principal centre of population. Within the boundary of the County lies the Borough of Telford and Wrekin which has an estimated population of 175,800 with a blend of urban and rural areas.

**1.4** Shropshire Council is responsible for the improvement and maintenance of all roads for which the Council is highway authority. This excludes the motorway and trunk roads. All roads within the Borough of Telford and Wrekin are the responsibility of Telford & Wrekin Council as the highway authority for that area.

### **1.5 Highway Network**

The extent of the County network is:

#### **Shropshire Council**

Road Classification	Length (km)
Strategic Route	277
Main Distributor	410
Secondary Distributor	819
Link Roads	1,358
Local Access Roads	2,266
Total	5,130

#### **Telford & Wrekin Council**

Road Classification	Length (km)
Strategic Route	110
Main Distributor	89
Secondary Distributor	162
Local Access Roads	679
Total	1040

**1.6** Shropshire Council currently operates its maintenance service from five Divisional Depots:

North West Area	Whittington, near Oswestry
North East Area	Hodnet, near Market Drayton
Central Area	Longden Road, Shrewsbury
South East Area	Bridgnorth
South West Area	Craven Arms

## **2.0 Scope of Services**

### **2.1 Service Description**

The information produced here together with the activity schedules and appendices forms the basis of the services required from this contract. The winter maintenance period is from 1 October to 30 April

The services that the Employer requires are:

- Internet based bureau service
- Data collection from respective weather stations as listed under 2.3.7
- Data provision from neighbouring authorities and the Highways Agency weather stations
- Annual maintenance contract for the respective weather stations listed under 2.3.7 including pre-season and mid-season checks and provision of reports
- Provision of roadside weather station (provisional item)
- Provision of internet based “Winter Maintenance Management Service” (optional item to the main scope of services)

### **2.2 Service Requirements**

The service requirements are described in detail in the following Activity Schedules

- Bureau Service
- Annual Maintenance Contract for roadside weather station
- Additional Services to the specified
- Provision of roadside weather station
- Winter Maintenance Management System

The individual Activity Schedules have been prepared to a common framework under the following heading:

Purpose	Describes the objectives
Specific Duties	Details the work that the Consultant may need to consider in the provision of the service
Constraints	Set out the restrictions that are placed on the work of providing the service. The Consultant is to apply the most recent national standards applicable to the type of work being performed. These, together with locally adopted laws, registrations, Codes of Practice, European directives, collectively form “common” constraints, which, where applicable, are to be applied throughout the service required under the contract
Outputs	That which is to be generated, produced or delivered
Method of Payment	How the Employer proposes to pay for the works

### **2.3 Quality Management System**

The Consultant shall operate or actively working towards obtaining a quality management system acceptable to the Employer

The system shall be registered to ISO 9001 or other equivalent standard

## **2.4 Quality Plans**

The Consultant shall provide a quality plan within three weeks of issue of the Contract Date which shall include at least the following information:

- Project description and objectives
- The Consultant's key contacts, programme and responsibilities
- Sub-consultant to be employed (if applicable)
- Name and telephone number of Contract Manager
- Proposals for the improvement of the Services

The Employer shall be regularly advised (at least each quarter) of any changes to the Quality Plan

## **2.5 Invoicing**

The Consultant shall provide an invoice, clearly setting out the services completed each year. Dates for the submission of the invoice to be agreed

## **2.6 Health and Safety Requirements**

The Health and Safety requirement to be followed by the Consultant when carrying out the works for the Employer are to comply with the provisions of the Health and Safety at Work Act 1974.

## **2.7 Location of Existing Shropshire Council Roadside Weather Stations**

A49 Weston Crossroads, Weston Under Redcastle, Shrewsbury  
(NGR 355964:329223)  
A464 Holyhead Road/Burnhill Green Hill Junction, Boningale, Albrighton  
(NGR 379765:303355)  
A488 "Foxhill Farm" (aka "More Arms"), Minsterley  
(NGR 332213:298687)  
(Electrical feeder pillar location opposite Foxhill Farm NGR 332158:298508)  
A488 "Travellers' Rest", Bucknell, New Invention, Clun  
(NGR 329072:276156)  
A495 "Mereside", Ellesmere  
(NGR 341067:334147)  
B4368 "Seven Stars" (aka "Shipton"), Munslow, Much Wenlock  
(NGR 354646:290308)  
B4380 Holyhead Road, Shelton, Shrewsbury  
(NGR 346567:313486)  
B4580 "Racecourse", Racecourse Road, Oswestry  
(NGR 325890:331011)

## **Location of Existing Telford and Wrekin Council Roadside Weather Stations**

A442 Crudgington, Telford (NGR: 363058:318086)  
A5223 Horsehay, Telford (NGR: 366884:307853)

## 2.8 Replacement Weather Stations

It is likely during the period of the contract that some or all of each Council's existing weather stations will require replacement and/or additional stations will be added to the network

Dependant on the number of stations that are required each Council may consider obtaining Quotations separately for their provision

However contractors are asked to provide rates for the provision of a roadside weather station and associated sensors, cameras etc.

It is stressed that each Council reserves the right to seek Quotations this work separately at any time during the period of this contract.

## 2.9 Performance Targets

### Introduction

In order to monitor and manage performance in delivery of the works there is a requirement for information to be provided on a monthly basis. The consultant will be responsible to monitor his performance against predetermined and agreed performance indicators. The results of this monitoring will be summarised and reported in May each year to each Employer.

If the Consultant meets or exceeds these targets each year each Employer may extend their contract by one year.

### Performance Targets

Performance Targets	Target	Frequency of Reporting
1. Time to attend to a fault with a roadside weather station is less than 24 hours from receipt of report (fault is not related power or communication problem)	95%	Monthly
2. Help desk cover available 24 hours a day, every day throughout the winter maintenance period	98%	Monthly
3. Winter Maintenance Management System is available for use by all designated staff at all times during the winter maintenance period	98%	Monthly
4. Availability of data polled from roadside weather stations during the winter maintenance period	95%	Monthly

### 3.0 **Part 1 – Data Provided By The Employer (Shropshire Council)**

#### 3.1 **General**

<ul style="list-style-type: none"><li>• The conditions of contract are the core clauses and clause for main Option A dispute resolution Option W2 and secondary Options X1, X2, X9, X11, Y(UK)2 and Z of the NEC3 Professional Services Contract (2013)</li></ul>
<ul style="list-style-type: none"><li>• The Employer is<ul style="list-style-type: none"><li>1. Name: Shropshire Council</li><li>Address: The Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND</li></ul></li></ul>
<ul style="list-style-type: none"><li>• The Adjudicator is: To be agreed with the successful Service Provider</li></ul>
<ul style="list-style-type: none"><li>• The Services are The provision of a Winter Maintenance Management Service</li></ul>
<ul style="list-style-type: none"><li>• The scope is in The attached “Scope of the Services for the Winter Maintenance Management Service”</li></ul>
<ul style="list-style-type: none"><li>• The Language of this contract is English</li></ul>
<ul style="list-style-type: none"><li>• The law of the project is the law of England and Wales</li></ul>
<ul style="list-style-type: none"><li>• The period for reply is two weeks</li></ul>
<ul style="list-style-type: none"><li>• The period for retention is 1 year following completion or earlier termination</li></ul>
<ul style="list-style-type: none"><li>• The Adjudicator nominating body is the Institution of Civil Engineers</li></ul>
<ul style="list-style-type: none"><li>• The tribunal is arbitration</li></ul>
<ul style="list-style-type: none"><li>• The arbitration procedure is the latest edition of the ICE Arbitration Procedure</li></ul>
<ul style="list-style-type: none"><li>• The place where the arbitration is to be held is Shrewsbury</li></ul>
<ul style="list-style-type: none"><li>• The person or organisation who will choose an arbitrator<ul style="list-style-type: none"><li>○ If the Parties cannot agree a choice or</li><li>○ If the arbitration procedure does not state who selects an arbitrator</li></ul>Is Institution of Civil Engineers</li></ul>
<ul style="list-style-type: none"><li>• The following matters will be included in the Risk Register</li></ul>

#### 3.2 **The Parties’ Main Responsibilities**

<ul style="list-style-type: none"><li>• Shropshire Council provides access to the following persons, place and things</li></ul>	
access to	access date
Graham Downes (Highways Manager) and authorised staff	1 <sup>st</sup> May 2021



### 3.3 Time

• The starting date is 1 June 2021
• The Consultant submits revised programmes at intervals no longer than Fifty two (52) weeks
• The Consultant is to submit a first programme for acceptance within 1 week of the Contract Date
• The completion for the whole of the services is 31 <sup>st</sup> May 2025 subject to the 1 year extension option being activated.

### 3.4 Quality

• The quality policy statement and quality plan are provided within 3 weeks of the Contract date
• The defects date is 4 weeks after Completion of the whole of the services
• The <i>incentive schedule</i> for Key Performance indicators is in .....
• A report of performance against each Key Performance Indicator is provide at intervals of ..... months

### 3.5 Payment

• The assessment interval is 12 calendar months
• The currency of this contract is pounds sterling (£)
• The period for payment is 28 days (Y(UK)2)
• The interest rate is 2% per annum above the base rate of the Bank of England
• The Consultant prepares forecasts of the total expenses at intervals no longer than 52 weeks
• The index is BCIS – 4HM/WC/01 Routine, Cyclical and time charge works.

### 3.6 Indemnity, insurance and liability

• The amounts of insurance and the periods for which the Consultant maintains insurance are
---

<u>event</u>	<u>cover</u>	<u>Period following Completion of the whole of the services or earlier termination</u>
<u>Failure of the Consultant to use the skill and care normally used by professionals providing services similar to the services</u>	<u>£2,000,000.00 in respect of each claim, without limit to the number of claims</u>	<u>N/A.....</u>
<u>Death of or bodily injury to a person (not an</u>	<u>£5,000,000.00.</u>	<u>N/A.....</u>

<u>employee of the Consultant) or loss of or damage to property resulting from an action or failure to take action by the Consultant</u>	<u>In respect of each claim, without limit to the number of claims</u>	
<u>Death of or bodily injury to employees of the Consultant arising out of and in the course of their employment in connection with this contract</u>	<u>£5,000,000.00 in respect of each claim, without limit to the number of claims</u>	<u>N/A.....</u>

<ul style="list-style-type: none"> <li>The Employer provides the following insurances</li> </ul>
<ul style="list-style-type: none"> <li>The Consultant's total liability to the Employer for all matters arising under or in connection with this contract other than the excluded matters, is limited to £5,000,000.00 (Five Million Pounds)</li> </ul>

### 3.7

#### Option Z

- The *additional conditions* of contract are set out in Annex A to the Contract Data – see ANNEX A – ADDITIONAL CONDITIONS OF CONTRACT (OPTION Z) in the attached template form of Agreement

### 3.2.a. **Part 1 – Data Provided By The Employer (Telford & Wrekin Council)**

#### 3.2.a.1 **General**

<ul style="list-style-type: none"> <li>The conditions of contract are the core clauses and clause for main Option A dispute resolution Option W2 and secondary Options X1, X2, X9, X11, Y(UK)2 and Z of the NEC3 Professional Services Contract (2013)</li> </ul>
<ul style="list-style-type: none"> <li>The Employer is Name: Telford and Wrekin Council Address: Addenbrooke House, Ironmasters Way, Telford,TF3 4NT</li> </ul>
<ul style="list-style-type: none"> <li>The Adjudicator is: To be agreed with the successful Service Provider</li> </ul>
<ul style="list-style-type: none"> <li>The Services are The provision of a Winter Maintenance Management Service</li> </ul>
<ul style="list-style-type: none"> <li>The scope is in The attached “Scope of the Services for the Winter Maintenance Management Service”</li> </ul>
<ul style="list-style-type: none"> <li>The Language of this contract is English</li> </ul>
<ul style="list-style-type: none"> <li>The law of the project is the law of England and Wales</li> </ul>
<ul style="list-style-type: none"> <li>The period for reply is two weeks</li> </ul>
<ul style="list-style-type: none"> <li>The period for retention is 1 year following completion or earlier termination</li> </ul>
<ul style="list-style-type: none"> <li>The Adjudicator nominating body is the Institution of Civil Engineers</li> </ul>
<ul style="list-style-type: none"> <li>The tribunal is arbitration</li> </ul>
<ul style="list-style-type: none"> <li>The arbitration procedure is the latest edition of the ICE Arbitration Procedure</li> </ul>
<ul style="list-style-type: none"> <li>The place where the arbitration is to be held is Shrewsbury</li> </ul>
<ul style="list-style-type: none"> <li>The person or organisation who will choose an arbitrator               <ul style="list-style-type: none"> <li>o If the Parties cannot agree a choice or</li> <li>o If the arbitration procedure does not state who selects an arbitrator</li> </ul>               Is Institution of Civil Engineers             </li> </ul>
<ul style="list-style-type: none"> <li>The following matters will be included in the Risk Register .....</li> </ul>

#### 3.2.a.2 **The Parties' Main Responsibilities**

<ul style="list-style-type: none"><li>Telford &amp; Wrekin Council provides access to the following persons, place and things</li></ul>	
access to	access date
Adam Brookes (Service Delivery Manager) and authorised staff	1 <sup>st</sup> May 2021

### 3.2.a.3 Time

• The starting date is 1st June 2021
• The Consultant submits revised programmes at intervals no longer than fifty two (52). weeks
• The Consultant is to submit a first programme for acceptance within 1 week of the Contract Date
• The completion for the whole of the services is 31 <sup>st</sup> May 2025 subject to the 1 year extension option being activated.

### 3.2.a.4 Quality

• The quality policy statement and quality plan are provided within 3 weeks of the Contract date
• The defects date is 4 weeks after completion of the whole of the services
• The <i>incentive schedule</i> for Key Performance indicators is in .....
• A report of performance against each Key Performance Indicator is provide at intervals of ..... months

### 3.2.a.5 Payment

• The assessment interval is 12 calendar months
• The currency of this contract is pounds sterling (£)
• The period for payment is 28 days
• The interest rate is 2% per annum above the base rate of the Bank of England
• The Consultant prepares forecasts of the total expenses at intervals no longer than 26 weeks
• The index is BCIS – 4HM/WC/01 Routine, Cyclical and time charge works.

### 3.2.a.6 Indemnity, insurance and liability

• The amounts of insurance and the periods for which the Consultant maintains insurance are
---

<u>event</u>	<u>cover</u>	<u>Period following Completion of the whole of the services or earlier termination</u>
<u>Failure of the Consultant to use the skill and care normally used by professionals providing services similar to the services</u>	<u>£2,000,000.00 in respect of each claim, without limit to the number of claims</u>	<u>N/A .</u>

<u>Death of or bodily injury to a person (not an employee of the Consultant) or loss of or damage to property resulting from an action or failure to take action by the Consultant</u>	<u>£5,000,000.00 In respect of each claim, without limit to the number of claims</u>	<u>N/A.....</u>
<u>Death of or bodily injury to employees of the Consultant arising out of and in the course of their employment in connection with this contract</u>	<u>£5,000,000.00 in respect of each claim, without limit to the number of claims</u>	<u>N/A.....</u>

<ul style="list-style-type: none"> <li>• The Employer provides the following insurances</li> </ul>
<ul style="list-style-type: none"> <li>• The Consultant's total liability to the Employer for all matters arising under or in connection with this contract other than the excluded matters, is limited to £5,000,000.00 (Five Million Pounds)</li> </ul>

## **4**

### **Activity Schedules**

#### **4.1**

### **Bureau Service Activity Schedule**

1. Purpose  
To provide an internet based Bureau Service for 20 simultaneous users with up to a total of 50 named users
2. Specific Duties
  - I. Provision of an internet based system from data collected directly from existing weather stations (including, but not limited to, tabular, graphical and thermal mapping display of current, forecast and achieved temperatures over a 24 hour period with regular updates not exceeding 20 minutes intervals)
  - II. Service Providers software licences
  - III. Communication facilities
  - IV. Regular updating of software to latest standards
  - V. Backup facilities in event of system failure
  - VI. Maintain the Council database
  - VII. 24 hour helpdesk cover including weekends and Bank Holidays
  - VIII. Provision of the service outside the winter maintenance period if required by the Employer (at additional cost)
  - IX. Retain archive of data for minimum of 12 years
  - X. Facility to enable employer to archive actual and forecast data locally
  - XI. Ability to produce reports from stored data
  - XII. Training for a minimum of 6 users
3. Constraints  
All the bureau service provision will be carried out by experience staff
4. Output  
The provision of a bureau service during the Winter Maintenance period
5. Method of Payment  
The works shall be paid for by an annual lump sum

## **4.2      Annual Maintenance Contract Activity Schedule**

1. Purpose  
To maintain the Council roadside weather stations
2. Specific Duties  
To maintain the Council roadside weather stations
  - I. The annual maintenance of the Council's eight roadside weather stations
  - II. Pre-season and mid-season inspections, checks and the provision of a written report on the function of each of the roadside weather stations
  - III. Provision of a fault repair service for each station (not including faults to power or communication services)
  - IV. The pre-season check is to ensure that the hardware is functioning correctly and that instruments register the correct values
  - V. The latest software will be installed when applicable
  - VI. A mid-season check will be carried out to ensure instruments are registering correctly
  - VII. Regular monitor of the weather station sensors
3. Constraints  
All the maintenance works to the Council roadside weather stations will be carried out by qualified and experience staff
4. Output  
The annual maintenance of the Council roadside weather stations
5. Method of Payment  
The works shall be paid for by an annual lump sum

#### **4.3 Winter Maintenance Management System Activity Schedule (Optional Extra)**

- I. Purpose  
To provide a Winter Maintenance Management System for minimum of 10 simultaneous users
  - I. Specific Duties
  - II. Provision of a web based Winter Maintenance Management System
  - III. Display current weather conditions
  - IV. Display up to date weather forecast
  - V. Record and display proposed actions for each route
  - VI. Record and display updates as treatment proceeds
  - VII. Record and display completion details for each route
  - VIII. Facility to enable other approved staff to access the system to monitor progress
  - IX. Display historic data when required
  - X. Option to update to vehicle GPS tracking data of gritting vehicles and provision of camera images (at an additional cost if required)
  - XI. A 24 hour helpline to be available throughout the winter period
  - XII. Facility to provide detailed reports
  - XIII. Monitoring and reporting of the Council's salt stores
  - XIV. Training for a minimum of 6 users
  - XV. Retain archive of data for minimum of 12 years
2. Constraints  
All support for the provision of a Winter Maintenance Management System will be carried out by qualified and experience staff
3. Output  
The provision of a Winter Maintenance Management System
4. Method of Payment  
The works shall be paid for by an annual lump sum.  
Additional training will be time charged as defined in the Table of Charges



#### **4.4      Additional Services to that Specified Activity Schedule**

1. Purpose  
To provide a skilled and experienced Consultant to undertake works for the Employer in addition to those specified
2. Specific Duties  
To undertake additional defined duties
3. Constraints  
The Consultant will provide a suitably skilled and experienced employee to carry out the employers instructions
4. Output  
Works instructed by the employer
5. Method of Payment  
Time charged as defined in the Table of Charges

#### **4.5 Provision of Roadside Weather Station (Provisional Item) Activity Schedule**

1. Purpose  
To provide a roadside weather station excluding civil engineering works
2. Specific Duties  
To provide a roadside weather station
  - I. Provide a mains operated processing unit
  - II. Provide road sensors (as required)
  - III. Provide air and relative humidity sensors (as required)
  - IV. Provide day and night cameras (as required)
  - V. Provide rain sensors (as required)
  - VI. Provide wind speed sensors (as required)
3. Constraints  
The roadside weather station will be compatible with the Council's existing network
4. Output  
The provision of a roadside weather station
5. Method of Payment  
The works will be paid for by a schedule of rates

#### **4.6 Connection of Existing Weather Station to a Asymmetric Digital Subscriber Line (ADSL) (Optional Extra)**

1. Purpose  
Connection of existing weather station communication to ADSL
2. Specific Duties  
To provide and install all equipment necessary to enable ADSL transmission of data.
3. Constraints  
All works to be undertaken by qualified and experienced staff.
4. Output  
Connection of existing weather station to enable ADSL transmission service.
5. Method of Payment  
Lump Sum per connection as defined in the Table of Charges

Shropshire Council

AND

[NAME OF CONSULTANT]

**AGREEMENT**

Relating to

Highways Winter Maintenance Management Contract (2021)  
Contract Reference DMCH019

**THIS AGREEMENT** is made as a DEED on the                      day of                      2021

**BETWEEN:**

- (1) **Shropshire Council** of Shirehall, Shrewsbury, Shropshire, SY2 6ND (the ***Employer***) and
- (2) **[Name of Consultant]** whose registered office is at [ ] and whose registered number is [ ] (the ***Consultant***)

**BACKGROUND**

The *Employer* has agreed to enter into this Agreement for the provision of services relating to highways winter maintenance in accordance with the Accepted Programme as more particularly set out in the *conditions of contract*.

**AGREED TERMS**

1. The *Consultant* Provides the Services in accordance with the *conditions of contract*.
2. The *Employer* will pay the *Consultant* the amount due and carry out his duties in accordance with the *conditions of contract*.
3. The documents forming part of this contract are:
  - a. the *conditions of contract*;
  - b. the Specification (containing the Scope);
  - c. the Activity Schedules;
  - d. the Contract Data part one as attached to this Agreement, incorporating Annex A – Additional Conditions of Contract to the Contract Data;
  - e. the Contract Data part two as contained within the *Consultant's* tender dated [ ];
  - f. the *Employer's* invitation to tender [as amended] and annexed to this Agreement;
  - g. the *Consultant's* tender dated [ ] and annexed to this Agreement;
  - h. the documents identified in the Contract Data
4. The *conditions of contract* and other documents which are incorporated into and form part of this Agreement contain all the terms which the *Employer* and the *Consultant* have agreed in relation to the subject matter of this contract, and supersede any written or oral agreements, representations or understandings between the Parties in relation to such subject matter.

5. In this Agreement unless the context otherwise requires:
- (a) any term used with initial capital letters has the meaning given to it in the *conditions of contract*; and
  - (b) any italicised term has the meaning given to it in the Contract Data.
6. If there is any ambiguity or inconsistency in or between the documents comprising this contract, the priority of the documents is in accordance with the following sequence:
- (a) this Agreement;
  - (b) the completed Contract Data,
  - (c) the *additional conditions of contract*;
  - (d) the other *conditions of contract*;
  - (e) the Specification; and
  - (f) any other document forming part of the contract.

**IN WITNESS** whereof this Agreement has been duly executed and delivered as a deed on the date and year stated above.

**EXECUTED AS A DEED by affixing the COMMON SEAL of THE *EMPLOYER***

In the presence of:

Authorised signatory:

Print name:

**EXECUTED AS A DEED by THE *CONSULTANT***  
by the signatures of:

Director:

Director/Company Secretary:

## **CONTRACT DATA**

### **PART ONE – DATA PROVIDED BY THE *EMPLOYER***

The *conditions of contract* are the core clauses and clause for main Option A, dispute resolution Option W2 and secondary Options X1, X2, X9, X11, Y(UK)2 and Z of the NEC3 Professional Services Contract (2013).

*[Contract Data Part One is deemed to be completed with the information stated in the Specification document]*

<b><u>ANNEX A – ADDITIONAL CONDITIONS OF CONTRACT (OPTION Z)</u></b>	
Annex A contains the <i>additional conditions of contract</i> containing Z clauses of the <i>Employer</i> amending the Core Clauses and inserting additional clauses	
<b>Z2:Identified and defined terms</b>	
Z2.1	The following amendment are made to clause 11.2:
	Delete clause 11.2 (5) and add the following:  11.2 (4) A Defect is
	<ul style="list-style-type: none"> <li>• a part of the <i>service</i> which is not provided in accordance with the Scope or</li> </ul>
	<ul style="list-style-type: none"> <li>• a part of the <i>service</i> which is not in accordance with the applicable law or the Accepted Programmes.</li> </ul>
Z2.2	In these Additional Conditions of Contract the following terms shall have the meaning allocated to them below:
	<b>Bribery Act 2010</b> is the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.
	<b>Commercially Sensitive Information</b> comprises the information of a commercially sensitive nature relating to the Consultant, its Intellectual Property Rights or its business which the Consultant has indicated to the Employer in writing that, if disclosed by the Employer, would cause the Consultant significant commercial disadvantage or material financial loss;
	<b>Confidential Information</b> is any information, which has been designated as <u>confidential by either Party in writing or that ought reasonably to be considered as confidential however it is conveyed, including information that relates to the business, affairs, developments, trade secrets, know-how, personnel and suppliers of the Employer or the Consultant, including Intellectual Property Rights, together with all information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential")</u> ;
	<b>Consultant Personnel</b> are all employees, agents, consultants and contractors of the Consultant and/or of any Sub-contractor;
	<b>Documents</b> are information of any nature produced or provided in the course of Providing the Service.
	<b>EIR</b> means the Environmental Information Regulations 2004 (as may be amended from time to time.)
	<b>Employment Checks</b> means the pre-appointment checks that are required by law and applicable guidance, including without limitation, verification of identity checks, right to work checks, registration and qualification checks, employment history and reference checks,

	<b>Exempt Information</b> means any information or class of information (including but not limited to any document, report, Contract or other material containing information) relating to this Contract or otherwise relating to the Parties to this Contract which potentially falls within an exemption to FOIA (as set out therein)
	<b>Financial Year</b> is the period commencing on 1 April in each calendar year and ending on 31 March in the following calendar year.
	<b>FOIA</b> means the Freedom of Information Act 2000 and all subsequent regulations made under this or any superseding or amending enactment and regulations; any words and expressions defined in the FOIA shall have the same meaning in this clause
	<b>FOIA notice</b> means a decision notice, enforcement notice and/or an information notice issued by the Information Commissioner
“	<b>Information</b> has the meaning given under section 84 of the Freedom of Information Act 2000;
	<b>Intellectual Property Rights</b> means all patents, registered and unregistered designs, copyright, trade marks, know-how and all other forms of intellectual property wherever in the world enforceable
	<b>Law</b> is any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of court or directives or requirements of any Regulatory Body, delegated or subordinate legislation or notice of any Regulatory Body;
	<b>Request for Information</b> is a written request for information pursuant to the FOIA as defined by Section 8 of the FOIA
<b>Z3</b>	<b>Extension of the Completion Date</b>
Z3.1	Add new clause 35
	35.1 The Employer may in its absolute discretion extend the Completion Date by a period of one year.
	35.2 The Employer notifies the Consultant not less than <b>52</b> weeks prior to the <i>completion date</i> of his decision to extend the Service Period
	35.3 In deciding whether or not offer an extension to the Completion Date the <i>Employer</i> takes into account the performance against the Performance Targets in the Scope. The <i>Employer</i> is not bound to offer an extension to the Completion Date
<b>Z4</b>	<b>Core Clause 92: Payment on Termination</b>
Z4.1	In Core Clause 92.2 at the end of the sentence add:  which shall include the reasonable costs of procuring a replacement Consultant.
<b>Z5: Works</b>	
Z5.1	Where the <i>Scope</i> includes the provision of works for the <i>Employer</i> ., such works will be carried out in accordance with the NEC3 Engineering and Construction Short Contract (“the ECC Short Contract”) and:
	<ul style="list-style-type: none"> <li>the Employer shall issue the <i>Works Information</i>, (as set out in the ECC Short Contract) to the <i>Consultant</i>;</li> </ul>



	<ul style="list-style-type: none"> <li>the <i>Consultant</i> shall set out its <i>Offer to Provide the Works</i> (as defined in the ECC Short Contract) in accordance with any rates included in the Consultant's Tender for acceptance by the <i>Employer</i>;</li> </ul>
	<ul style="list-style-type: none"> <li>Where the <i>Employer</i> has accepted the <i>Consultant's Offer to Provide the Works</i> the <i>Consultant</i> shall carry out such works in accordance with the <i>Works Information</i> and the terms of the ECC Short Contract.</li> </ul>
<b>Z6: Conflict of interest</b>	
Z6.1	The <i>Consultant</i> notifies the <i>Employer</i> as soon as he becomes aware of any circumstances giving rise to, or potentially giving rise to, conflicts of interest relating to the <i>Consultant</i> or the <i>Employer</i> (including, without limitation, conflicts affecting the <i>Employer's</i> reputation and standing) which the <i>Consultant</i> anticipates may justify the <i>Employer</i> taking action to protect his interests.
<b>Z7 Confidentiality</b>	
Z7.1	The Consultant shall keep secret and shall not divulge to any third party (except sub- Consultants accepting a like obligation of secrecy, and then only to the extent necessary for the performance of the sub-contract) all information given by the Employer in connection with the Contract or which becomes known to the Consultant through his performance of the Contract or use the same other than for the purpose of executing the Contract.
Z7.2	The Consultant will keep confidential any information it becomes aware of by reason of the operation of this Contract.
Z7.3	<p>Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Contract, each Party shall:</p> <ul style="list-style-type: none"> <li>treat the other Party's Confidential Information as confidential; and</li> <li>not disclose the other Party's Confidential Information to any other person without the owner's prior written consent</li> </ul>
Z7.4	<p>Clause Z7.3 shall not apply to the extent that:</p> <ul style="list-style-type: none"> <li>such disclosure is a requirement of Law placed upon the Party making the disclosure, including any requirements for disclosure under the Audit Commission Act 1998 or under the FOIA or the Environmental Information Regulations pursuant to the above clause regarding Freedom of Information;</li> <li>such information was in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;</li> <li>such information was obtained from a third party without obligation of confidentiality;</li> </ul>

	<ul style="list-style-type: none"> <li>• such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract; or</li> <li>• it is independently developed without access to the other Party's Confidential Information.</li> </ul>
Z7.5	The Consultant may only disclose the Employer's Confidential Information to the Consultant Personnel who are directly involved in the provision of the service and who need to know the information, and shall ensure that such Consultant Personnel are aware of and shall comply with these obligations as to confidentiality.
Z7.6	The Consultant shall not, and shall procure that the Consultant Personnel do not, use any of the Employer's Confidential Information received otherwise than for the purposes of this Contract
Z7.7	<p>Nothing in this Contract shall prevent the Employer from disclosing the Consultant's Confidential Information:</p> <ul style="list-style-type: none"> <li>• to any consultant, Consultant or other person engaged by the Employer;</li> <li>• for the purpose of the examination and certification of the Employer's accounts or any other form of audit of the Employer.</li> </ul>
Z7.8	The Employer shall use all reasonable endeavours to ensure that any government department, employee, third party or SubConsultant to whom the Consultant's Confidential Information is disclosed pursuant to this Contract is made aware of the Employer's obligations of confidentiality.
Z7.9	Nothing in this clause shall prevent either Party from using any techniques, ideas or know-how gained during the performance of the Contract in the course of its normal business to the extent that this use does not result in a disclosure of the other Party's Confidential Information or an infringement of Intellectual Property Rights.
Z7.10	The provisions of this Clause shall survive the expiration or termination of this Contract.
<b>Z8: Intellectual Property</b>	
Z8.1	Intellectual Property Rights are all patents, trademarks, service marks, copyright, moral rights, rights in design, rights in databases, know-how and all or any other intellectual or industrial property rights whether or not registered or capable of registration in the United Kingdom or any other part of the world, together with all or any related good will.
Z8.2	All Intellectual Property Rights in any existing Information and Communication Technology (ICT) or other systems operated by the <i>Employer</i> and materials prepared by the <i>Employer</i> remain vested in the <i>Employer</i> and the <i>Consultant</i> provides all reasonable assistance to the <i>Employer</i> in the protection of the vesting of such Intellectual Property Rights in the <i>Employer</i> .

Z8.3	In relation to any ICT or other systems used and/or developed by the <i>Consultant</i> for the purposes of this contract, all Intellectual Property Rights in such systems that are developed during the Service Period for the benefit of the <i>Employer</i> vest in the <i>Employer</i> save to the extent referred to in clauses Z4.5 and Z8.6.
Z8.4	In relation to any Documents prepared by or on behalf of the <i>Consultant</i> for the purposes of Providing the Service or in connection with this contract, the <i>Consultant</i> grants or procures for the benefit of the <i>Employer</i> an irrevocable royalty free licence to use and reproduce the Documents for the same or similar purposes to those originally intended, whether during or after the Service Period. The licence includes the right, at no charge to the <i>Employer</i> , to grant sub-licences and is transferable to third parties.
Z8.5	To the extent that any of the Documents referred to in clause Z8.4 is generated by, or maintained on, a computer or other equipment or otherwise in any machine readable format, the <i>Consultant</i> procures for the benefit of the <i>Employer</i> , the grant of a licence or sub-licence for, and supply of, any relevant software or database to enable the <i>Employer</i> or any person authorised by it to access and otherwise use such data for the same or similar purposes to those originally intended, whether during or after the Service Period.
Z8.6	To the extent that any ICT or other systems used by the <i>Consultant</i> for the purposes of this contract were developed by the <i>Consultant</i> before entering into this contract, the Intellectual Property Rights in such ICT or other systems remain vested in the <i>Consultant</i> provided that the <i>Consultant</i> procures for the <i>Employer</i> the grant of the rights referred to in clause Z8.5 if and to the extent that the relevant ICT or other systems are necessary to the successful continued operation of the <i>service</i> provided, or previously provided, under this contract.
<b>Z9: The Public Contracts Regulations 2015</b>	
Z9.1	<p>The Employer may terminate the Consultant's obligation to Provide the Services if any of the provisions of paragraph 73(1) of The Public Contracts Regulations 2015 apply.</p> <p>If the Employer terminates under the provisions of paragraph 73(1)(b) of the Public Contracts Regulations 2015 as a result of information not disclosed by the Consultant at the Contract Date, the procedures and amounts due on termination are the same as if the Consultant has substantially failed to comply with his obligations.</p> <p>If the Employer otherwise terminates under the provisions of paragraph 73(1) of the Public Contracts Regulations 2015, the procedures and amounts due on termination are the same as if the Employer no longer requires the services.</p>

Z9.2	The Consultant does not appoint a Subconsultant or supplier if there are compulsory grounds for excluding the Subconsultant or supplier under regulation 57 of the Public Contracts Regulations 2015.
Z9.3	<p>The Consultant includes in any subcontract awarded by him provisions requiring that</p> <ul style="list-style-type: none"> <li>• payment due to the Subconsultant or supplier under the subcontract is made no later than 30 days after receipt of a valid and undisputed invoice, unless this contract requires the Consultant to make earlier payment to the Subconsultant or supplier,</li> <li>• invoices for payment submitted by the Subconsultant or supplier are considered and verified by the Consultant in a timely fashion,</li> <li>• undue delay in considering and verifying invoices is not sufficient justification for failing to regard an invoice as valid and undisputed and</li> <li>• any contract awarded by the Subconsultant or supplier for work included in this contract includes provisions to the same effect as these provisions</li> </ul>
<b>Z10: Human Rights Act</b>	
Z10.1	In Providing the Service the <i>Consultant</i> acts as if it was a public authority for the purposes of the Human Rights Act 1998.
<b>Z11: Local Government Ombudsman</b>	
Z11.1	Where any investigation by a Local Government Ombudsman or Information Commissioner takes place, the <i>Consultant</i>
	<ul style="list-style-type: none"> <li>• attends meetings as required by the Ombudsman or Information Commissioner and permits its people to attend if required,</li> </ul>
	<ul style="list-style-type: none"> <li>• promptly allows access to and investigation of any documents deemed by the Ombudsman or Information Commissioner to be relevant,</li> </ul>
	<ul style="list-style-type: none"> <li>• allows any of its people to be interviewed by the Ombudsman or Information Commissioner,</li> </ul>
	<ul style="list-style-type: none"> <li>• allows any of its people to appear as a witness in any proceedings and</li> </ul>
	<ul style="list-style-type: none"> <li>• co-operates as required by the Ombudsman or Information Commissioner during the course of any investigation.</li> </ul>
<b>Z12 Public Interest Disclosure ('Whistle Blowing')</b>	
Z12.1	The Consultant will ensure that the Consultant's Personnel are made aware of the Employer's policy "Speaking Up About Wrongdoing" and that the details of this policy are fully explained to them and shall provide the Employer with evidence of doing so upon request.
<b>Z13: Equalities</b>	
Z13.1	The Consultant and any SubConsultant employed by the Consultant shall not unlawfully discriminate either directly or indirectly on such grounds as race or ethnic origin, disability, gender, sexual orientation, religion or belief, or age in the

	supply and provision of Works or Services under this Contract, or in its employment practices.
Z13.2	Without prejudice to the generality of the foregoing, the Consultant and any Sub-Consultant employed by the Consultant shall not unlawfully discriminate within the meaning and scope of the Equalities Act 2010 or other relevant legislation, or any statutory modification or re-enactment thereof.
<b>Z14: Freedom Of Information Act 2000 (FOIA) And Environmental Information Regulations 2004 (EIR)</b>	
Z14.1	<p>The Parties acknowledge that the FOIA and EIR may apply to this contract. The Parties undertake to facilitate compliance with the information disclosure requirements pursuant to the FOIA and EIR in the manner provided for in clause Z14 to the extent that such requirements relate to information held by a Party on behalf of the other Party in connection with this contract.</p> <p>Z108.3</p>
Z14.2	<p>Before responding to a Request for Information, the Employer will consider in its absolute discretion</p> <ul style="list-style-type: none"> <li>the availability of exemptions under the FOIA, the EIR or any other applicable legislation and</li> <li>where an exemption being considered requires it, whether or not the public interest in maintaining the exclusion of the duty to confirm or deny outweighs the public interest in disclosing information relating to this contract.</li> </ul>
Z14.3	<p>Before</p> <ul style="list-style-type: none"> <li>responding to a Request for Information (which, where the FOIA or EIR provides, includes confirming or denying that the information is held by the Employer or on the Employer's behalf) or</li> <li>disclosing information about, or relating to, this contract</li> </ul> <p>the Employer notifies the Consultant of the Request for Information and stipulates the time period (not exceeding one week from the date of the Request for Information) within which the Consultant must make representations to the Employer concerning whether an exemption applies (including, where necessary, why the public interest in maintaining the exemption is not outweighed by the public interest in disclosure).</p>
Z14.4	In determining whether an exemption applies or whether to confirm or deny or to disclose any information, the Employer takes into account any reasonable representations made by the Consultant.
Z14.5	<p>The Consultant acknowledges that, acting in accordance with the Secretary of State for Constitutional Affairs' Code of Practice on the Discharge of Public Authorities' Functions under Part 1 of the FOIA, the Employer may be obliged, or in its discretion decide, under the FOIA or EIR to disclose information concerning this contract</p> <ul style="list-style-type: none"> <li>without consulting with the Consultant or</li> <li>following consultation with the Consultant and having taken its views into account.</li> </ul>

Z14.6	A disclosure made in accordance with the FOIA or EIR is not in breach of any confidentiality agreements between the Parties.
Z14.7	<p>The Consultant shall and shall procure that its SubConsultants shall:</p> <ul style="list-style-type: none"> <li>• transfer to the Employer all Requests for Information that it receives in connection with this contract as soon as practicable and in any event within two Working Days of receiving a Request for Information;.</li> <li>• provide the Employer, at the Consultant's expense, with a copy of all Information in its possession, or power in the form that the Employer requires within five Working Days (or such other period as the Employer may specify) of the Employer's request; and</li> <li>• provide, at the Consultant's expense, all necessary assistance as reasonably requested by the Employer to enable the Employer to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.</li> </ul>
Z14.8	In no event shall the Consultant respond directly to a Request for Information unless expressly authorised to do so by the Employer.
Z14.9	The Employer shall in no event be liable for any loss, damage, harm, or detriment, howsoever caused, arising from or in connection with the reasonable disclosure under FOIA, or any other Law, of any information (including Exempt Information) whether relating to this Contract or otherwise relating to any other party.
<b>ZM15: Assignment</b>	
ZM15.1	The <i>Consultant</i> does not assign, novate or otherwise dispose of this contract or any part thereof without the prior consent in writing of the <i>Employer</i> .
<b>Z16: Change Of Control Of Consultant</b>	
Z16.1	The <i>Consultant</i> shall notify the <i>Employer</i> immediately if the <i>Consultant</i> undergoes a change of control within the meaning of Section 416 of the Income and Corporation Taxes Act 1988 ("Change of Control"). The <i>Employer</i> may terminate the contract by giving notice in writing to the <i>Consultant</i> with immediate effect within six (6) months of:-
	<ul style="list-style-type: none"> <li>• being notified that a Change of Control has occurred; or</li> <li>• where no notification has been made, the date that the <i>Employer</i> becomes aware of the Change of Control, but shall not be permitted to terminate where the <i>Employer</i> granted prior written approval of the Change of Control.</li> </ul>
Z16.2	If the <i>Employer</i> terminates the contract in accordance with Z16.1, the amount due is as stated in clause 92.2.

<b>ZM17: Corrupt Gifts</b>	
Z17.1	The <i>Consultant</i> warrants, represents and undertakes that it is not aware of any financial or other advantage being given to any person working for or engaged by the <i>Employer</i> , or that an agreement has been reached to that effect, in connection with the execution of this contract, excluding any arrangement of which full details have been disclosed in writing to the <i>Employer</i> before execution of this contract
Z17.2.	<p>If</p> <ul style="list-style-type: none"> <li>the <i>Consultant</i> has offered or given, or agreed to give, to any person any gifts or consideration of any kind as an inducement or reward for doing (or forbearing to do) or having done (or forborne to do) any action in relation to the entry into this contract with the <i>Employer</i> or for showing or forbearing to show favour or disfavour to any other person in relation to this contract or</li> <li>similar acts have been done by any person in relation to this contract or by any person employed by the <i>Consultant</i> or acting on behalf of the <i>Consultant</i> (whether with, or without, the knowledge of the <i>Consultant</i>) or</li> <li>the <i>Consultant</i> or any person employed by the <i>Consultant</i> has committed any offence under the Bribery Act 2010 or has given any fee or reward, the receipt of which is an offence under sub-section 2 of section 117 of the Local Government Act 1972,</li> </ul> <p>the <i>Employer</i> may terminate the <i>Consultant's</i> obligation to Provide the Service. The provisions of clause 92.2 apply to the termination as though it had been termination because of the failure of the <i>Consultant</i> to comply with his obligations and the <i>Employer</i> may recover from the <i>Consultant</i> the amount of any loss directly resulting from the cancellation.</p>
Z17.3	<p>The <i>Consultant</i> shall:</p> <ul style="list-style-type: none"> <li>if requested, provide the Employer with any reasonable assistance, at the <i>Employer's</i> reasonable cost, to enable the <i>Employer</i> to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act;</li> <li>the <i>Consultant</i> shall, within 10 Working Days of a request from the <i>Employer</i>, certify to the <i>Employer</i> in writing (such certification to be signed by an officer of the <i>Consultant</i>) the <i>Consultant's</i> compliance with this clause and provide such supporting evidence of compliance with this clause by the <i>Consultant</i> as the <i>Employer</i> may reasonably request.</li> </ul>
Z17.4	If any breach of this clause is suspected or known, the <i>Consultant</i> must notify the <i>Employer</i> immediately.
Z17.5	If the <i>Consultant</i> notifies the <i>Employer</i> that it suspects or knows that there may be a breach of clause Z17.1, the <i>Consultant</i> must respond promptly to the <i>Employer's</i> enquiries, co-operate with any investigation, and allow the <i>Employer</i> to audit books, records and any other relevant documentation. This obligation shall continue for two years following the expiry or termination of this contract

Z17.6	<p>Notwithstanding clause Option W2 (Disputes Resolution), any dispute relating to:</p> <ul style="list-style-type: none"> <li>• the interpretation of clause Z17; or</li> <li>• the amount or value of any gift, consideration or commission,</li> </ul> <p>shall be determined by the <i>Employer</i> and its decision shall be final and conclusive.</p>
<b>Z18 Recovery Of Sums Due From The Consultant</b>	
Z18.1	Whenever under the contract any sum of money shall be recoverable from or payable by the Consultant such sum may be deducted from or reduced by the amount of any sum or sums then due or which at any time thereafter may become due to the Consultant under the contract or any other contract with the Employer, and this and such contract or contracts shall for all purposes be deemed to be mutual dealings for the purposes of the Insolvency Act 1986 as amended or superseded
<b>Z19 Employment Checks and Anti-Slavery</b>	
Z19.1	Before the <i>Consultant</i> engages or employs any person in the provision of the <i>services</i> , or in any activity related to, or connected with, the provision of the <i>services</i> , the <i>Consultant</i> must without limitation, complete all Employment Checks.
Z19.2	In performing his obligations under this Contract, the Consultant shall and shall ensure that each of its SubConsultants shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015
<b>Z20 Agreement Status And Transparency</b>	
Z20.1	The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Agreement and any associated tender documentation provided by the Consultant (the Tender Submission) is not Confidential Information. The Employer shall be responsible for determining in its absolute discretion whether any of the content of the Agreement or the Tender Submission is exempt from disclosure in accordance with the provisions of the FOIA.
Z20.2	Notwithstanding any other term of this Agreement, the Consultant hereby gives his consent for the Employer to publish this Agreement and the Tender Submission in its entirety, including from time to time agreed changes to the Contract, to the general public.
Z20.3	The Employer may consult with the Consultant to inform its decision regarding any exemptions but the Employer shall have the final decision in its absolute discretion.
Z20.4	The Consultant shall assist and cooperate with the Employer to enable the Employer to publish this Agreement and the Tender Submission.





Shropshire Council  
Shirehall  
Abbey Foregate  
Shrewsbury  
Shropshire SY2 6ND

Date:

My Ref:

Your Ref




Dear Bidder

**DMCH 019 - HIGHWAYS WINTER MAINTENANCE MANAGEMENT CONTRACT 2021  
SHROPSHIRE COUNCIL**

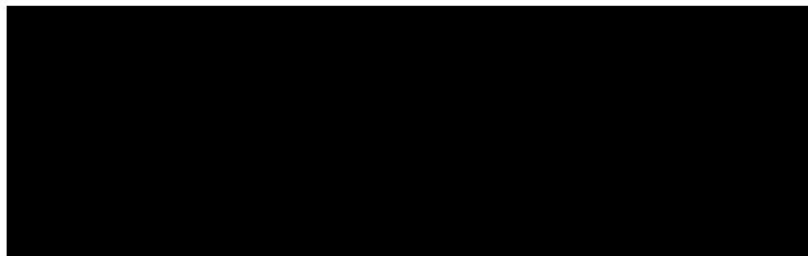
**SUBJECT TO CONTRACT**

This is an Award Decision Notice.

We are pleased to inform you that, following the evaluation process, Shropshire Council proposes to accept your offer in relation to the above Contract.

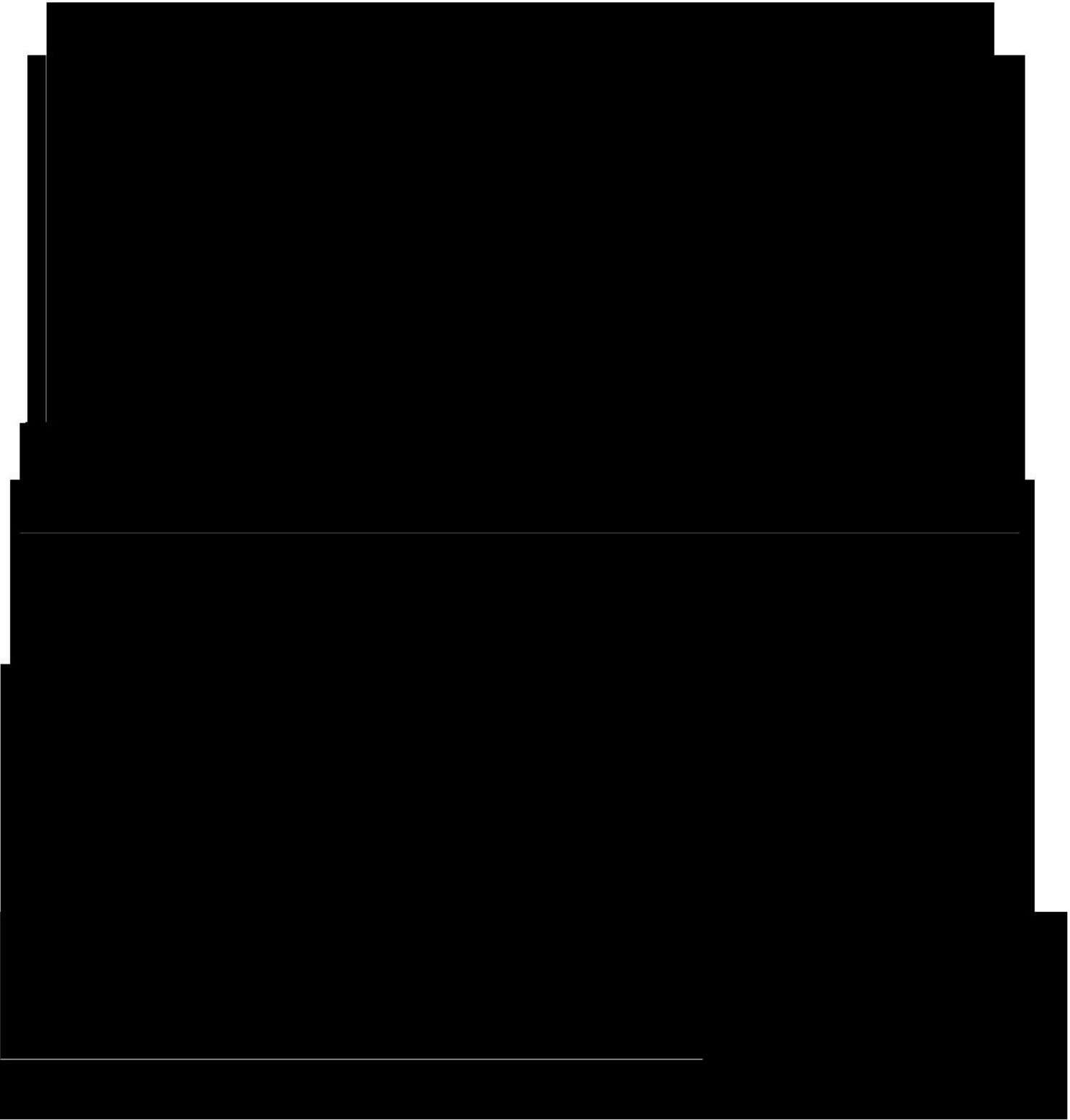


We can confirm that your tender received the following scores and ranking:



For your further information we would confirm that your quality submission was scored against the published 0-10 scoring scheme and the stated award criteria and received the marks as set out on the table above. We have also included some commentary to the marks:





## **GB-Shrewsbury: DMCH 019 - Highways Winter Maintenance Management Contract 2021**

### Competitive Contract Award Notice

#### Associated Parent Notice

CompetitiveContractNotice - GB-Shrewsbury: DMCH 019 - Highways Winter Maintenance Management Contract 2021

1. Title: GB-Shrewsbury: DMCH 019 - Highways Winter Maintenance Management Contract 2021

2. Awarding Authority:

Shropshire Council

Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND, United Kingdom

Contact: Procurement, Attn: Procurement

3. Contract Type: Services

Sub Type: Maintenance and repair services.

4. Description: Weather stations. This is an award notice for a contract for the Highways Winter Maintenance Management Service for a period of up to 4 years commencing with the option to extend for a further period of up to 1 year.

The contract consists of the provision of data collection from Shropshire Council roadside weather stations, annual maintenance of weather stations, bureau service and winter maintenance management service (optional extra to the contract).

5. CPV Codes:

38127000 - Weather stations.

6. NUTS Codes :

UKG22 - Shropshire CC

7. Main Site or Location of Works, Main Place of Delivery or Main Place of Performance: Shropshire CC,

8. Reference Attributed by the Awarding Authority: DMCH 019

9. Awarded to:

Vaisala Ltd

National ID: 01487125, 6230 Bishops Court, Solihull Parkway , Birmingham Business Park , Birmingham, B37 7YB, United Kingdom

Tel. +44 1216831207, Email: michael.wall@vaisala.com

Contact: Michael Wall, Attn: Michael Wall

Value Cost: 113,600

Is Awardee likely to subcontract?: No Awarded to SME?: Yes

10. Date of Contract Award: 31/05/2021

11. Number of Tenders Received: 1

12. Other Information:

Other Information: To view this notice, please click here:

<https://www.delta-esourcing.com/delta/viewNotice.html?noticeId=599403075>

Suitable for VCO: Yes

Procedure Type: OPEN

Period of Work Start date: 05/07/2021

Period of Work End date: 04/07/2025