



## **TENDER NOTICE**

### **ROC 042 (1) – FRAMEWORK ARRANGEMENT FOR LANDSCAPING SERVICES**

Enquiries are sought from suitably qualified and experienced contractors in respect of a framework arrangement for landscaping services at Shropshire Council sites. The contract will commence on 1 October 2011 and be in place for a period of up to 4 years.

The contract will consist of a framework arrangement for Landscaping Contractors to work as required at Council properties and those of other external clients in providing landscaping services.

Contractors wishing to be considered for inclusion in the framework will be required to complete and return a Tender Response Document by 29 July 2011 (12 noon).

The Tender pack can be obtained on request by writing to the Procurement Manager, Commissioning & Procurement, Shropshire Council, Shirehall, Abbey Foregate, SHREWSBURY SY2 6ND ([procurement@shropshire.gov.uk](mailto:procurement@shropshire.gov.uk)), quoting reference ROC 042(1). 2 copies of the completed Document must be returned by the date and time indicated to the same address. The information given in the Tender Response Document shall form the basis for the selection of those contractors to form the required framework.

**Commissioning & Procurement**

Shirehall, Abbey Foregate  
Shrewsbury, SY2 6ND



Date as per email

**Tel:** (01743) 252993

**Fax:** (01743) 255901

Please ask for:

Email: [procurement@shropshire.gov.uk](mailto:procurement@shropshire.gov.uk)

Dear Sirs

**ROC 042 (1) – A FRAMEWORK ARRANGEMENT FOR THE PROVISION OF  
LANDSCAPING SERVICES  
SHROPSHIRE COUNCIL**

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

1. Instructions to Tenderers and Special Terms and Conditions
2. Shropshire Council General Terms and Conditions
3. Tender Response Document
4. Return Label
5. Map

Tenders should be made on the enclosed Tender Response Document. **One hard copy** and **one CD copy** of your Tender must be completed, signed and returned together with a signed copy of the 'Instructions to Tenderers and Special Terms and Conditions'. You are recommended to keep a copy of all tender documents and supporting documents for your own records.

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

Returning of Tenders

- The deadline for returning tenders is **noon on 29 July 2011**, any tenders received after this time will not be accepted
- Tenders must be returned to the **Democratic Services Manager, Legal and Democratic Services, Shropshire Council, Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND**
- Tenders must be returned in **plain envelope(s)/packaging using the label provided**. Tender packaging must have **no other markings or writing** apart from the label provided
- Tenderers should **not use their company franking machine** and should check if returning their tenders via Royal Mail or a courier to ensure that **no marks identifying you** are placed on the envelope
- Tenders can be delivered any time before the due date, tenders are kept in a secure place and are not opened until after the designated time for receipt
- Tenders can be delivered by hand to the North Entrance Reception at the address given above prior to the deadline

## Personal Information

Tenders **cannot** be accepted if:

- Tenders are received by facsimile or email
- Tenders are received after **12 noon on the given deadline**
- Tenders bear any marks identifying the tenderer

### 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.

As part of its sustainability policy, Shropshire Council encourages tenderers to minimise packaging, particularly presentational or retail packaging.

If you have any queries relating to this invitation to tender, please contact me on telephone number 01743 252993.

Yours faithfully

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Procurement Manager

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# **GENERAL TERMS AND CONDITIONS**

## **FOR THE SUPPLY OF GOODS SERVICES AND WORKS**

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These General Terms and Conditions are incorporated in contracts **of all values and types** made between Shropshire Council and a Contractor for the supply of Goods and Services (as defined below).

Only those Terms and Conditions denoted with the suffix **“W” (Property Services contracts)** or **“Z” (Highways contracts)** will be incorporated into those agreements where a standard form contract is being used to provide Works (as defined below)

## 1. **DEFINITIONS**

1.1 In this document the following words shall have the following meanings:

<b>'Agreement'</b>	means the Agreement between the Council and the Contractor consisting of the Purchase Order or Form of Agreement, these General Terms and Conditions and any other documents (or parts thereof) specified in the Purchase Order or Form of Agreement.
<b>“Council Data”</b>	the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are:  (a) supplied to the Contractor by or on behalf of the Council; or which the Contractor is required to generate, process, store or transmit pursuant to this Agreement; or  (b) any Personal Data for which the Council is the Data Controller.
<b>"Council Software"</b>	software which is owned by or licensed to the Council, including software which is or will be used by the Contractor for the purposes of providing the Services but excluding the Contractor Software.
<b>"Council System"</b>	the Council's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Council or the Contractor in connection with this Agreement which is owned by or licensed to the Council by a third party and which interfaces with the Contractor System or which is necessary for the Council to receive the Services.
<b>“Council Representative”</b>	the representative appointed by the Council.
<b>"Council"</b>	means Shropshire Council.
<b>“Commercially Sensitive Information”</b>	comprises the information of a commercially sensitive nature relating to the Contractor, its Intellectual Property Rights or its business which the Contractor has indicated to the Council in writing that, if disclosed by the Council, would cause the Contractor significant commercial disadvantage or material financial loss.
<b>“Confidential</b>	any information, which has been designated as confidential by either

<b>Information"</b>	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 Council or the Contractor, 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") .
<b>"Contractor"</b>	means the person, firm or company or any other organisation specified in the Agreement contracting with the Council.
<b>"Contractor Equipment"</b>	the hardware, computer and telecoms devices and equipment supplied by the Contractor or its Sub contractors (but not hired, leased or loaned from the Council) for the provision of the Services.
<b>"Contractor Software"</b>	software which is proprietary to the Contractor, including software which is or will be used by the Contractor for the purposes of providing the Services.
<b>"Contractor System"</b>	the information and communications technology system used by the Contractor in performing the Services including the Software, the Contractor Equipment and related cabling (but excluding the Council System).
<b>"Contractor Personnel"</b>	all employees, agents, consultants and contractors of the Contractor and/or of any Sub-contractor.
<b>"Data Controller"</b>	shall have the same meaning as set out in the Data Protection Act 1998.
<b>"Data Processor"</b>	shall have the same meaning as set out in the Data Protection Act 1998.
<b>"Data Protection Legislation"</b>	the Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner.
<b>"Data Subject"</b>	shall have the same meaning as set out in the Data Protection Act 1998.
<b>"EIR"</b>	means the Environmental Information Regulations 2004 (as may be amended from time to time).
<b>"Exempt Information"</b>	means any information or class of information (including but not limited to any document, report, Agreement or other material containing information) relating to this Agreement or otherwise relating to the parties to this Agreement which potentially falls within an exemption to

	FOIA (as set out therein).
<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>“Form Agreement” of</b>	means the contract document (other than a Purchase Order) to which these General Terms and Conditions are attached or referred to.
<b>“Goods”</b>	means all goods specified in the Agreement.
<b>“Hazardous Goods”</b>	means any solid, liquid, or gas that can cause harm to humans and other living organisms due to being radioactive, flammable or explosive, irritating or damaging the skin or lungs, interfering with oxygen intake and absorption (asphyxiants), or causing allergic reactions (allergens).
<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>	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>“Malicious Software”</b>	any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence.
<b>“Packages”</b>	includes bags, cases, cylinders, drums, pallets and other containers.
<b>"Personal Data"</b>	shall have the same meaning as set out in the Data Protection Act 1998.
<b>“Price”</b>	means the price of the Goods and/or charge for the Services or Works being provided by the Contractor.
<b>“Public body”</b>	as defined in the FOIA 2000.
<b>'Purchase Order'</b>	means the Council's official order which encompasses orders written or electronically generated via any of the Council's ordering systems and to which these General Terms and Conditions are attached or referred to.



<b>“Receiving Party”</b>	means a party to this Agreement to whom a Request for Information is made under FOIA, and who thereafter has overall conduct of the request and any response.
<b>“Regulatory Bodies”</b>	those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Agreement or any other affairs of the Council and "Regulatory Body" shall be construed accordingly.
<b>“Request for Information”</b>	means a written request for information pursuant to the FOIA as defined by Section 8 of the FOIA.
<b>"Security Policy"</b>	the Council's security policy as updated from time to time.
<b>“Services”</b>	means any and all of the services to be provided by the Contractor under this Agreement including those set out in any schedules or service descriptions.
<b>"Software"</b>	Specially Written Software, Contractor Software and Third Party Software.
<b>"Specially Written Software"</b>	any software created by the Contractor (or by a third party on behalf of the Contractor) specifically for the purposes of this Agreement.
<b>"Third Party Software"</b>	software which is proprietary to any third party which is or will be used by the Contractor for the purposes of providing the Services.
<b>“Working Day”</b>	any day other than a Saturday, Sunday or public holiday in England and Wales.
<b>“Works”</b>	means all civil engineering and building works of whatever nature to be provided by the Contractor to the Council.
<b>‘Writing’</b>	includes facsimile transmission and electronic mail, providing that the electronic mail is acknowledged and confirmed as being received.

## 2. **GENERAL**

- 2.1 When requested, the Contractor shall specify the Goods, Services or Works to be provided at the price payable.
- 2.2 No variation of these General Terms and Conditions shall be binding unless agreed expressly in Writing by both the Council and the Contractor.
- 2.3 These General Terms and Conditions shall apply to the exclusion of any other terms or conditions submitted, proposed or stipulated by the Contractor, whether in Writing or

orally, and any such other term or condition is hereby expressly excluded or waived.

- 2.4 The Contractor shall complete the Works or Services or supply the Goods within the agreed times but time shall not be of the essence in the performance of any services unless expressly stated in Writing by the Council.

### **3.0 SPECIFICATION AND QUALITY OF THE GOODS, SERVICES AND WORKS**

- 3.1 The quantity, quality and description of the Goods or Services shall comply in all respects with any quoted British Standards and the specification or illustration contained in any product pamphlet or other sales or marketing literature of the Contractor or drawings, samples and patterns specified in the Agreement or any modifications thereof that may be agreed by the Council in Writing.
- 3.2 All Goods will be of good construction, sound materials, and of adequate strength, shall be free of defects in design materials and workmanship, and shall comply with the requirements of the Sale of Goods Act 1979 and the Supply of Goods and Services Act 1982, as applicable to this Agreement and as amended by any related statutes, and any statutory re-enactment(s) or modification(s) thereof.

### **4. ALTERATIONS TO THE SPECIFICATION OF GOODS AND SERVICES**

- 4.1 The parties may at any time mutually agree upon and execute alterations in the scope of Goods, Works or Services to be provided under this Agreement.
- 4.2 On receipt of a request from the Council for alterations the Contractor shall, within 5 working days or such other period as may be agreed between the parties, advise the Council by notice in Writing of the effect of such alterations, if any, on the price and any other terms already agreed between the parties.
- 4.3 Where the Contractor gives written notice to the Council agreeing to perform any alterations on terms different to those already agreed between the parties, the Council shall, within 5 working days of receipt of such notice or such other period as may be agreed between the parties, advise the Contractor by notice in Writing whether or not it wishes the alterations to proceed thereafter the Contractor shall perform this Agreement upon the basis of such amended terms.

### **5. PRICE AND PAYMENT**

- 5.1 The price for the supply of Goods and Services are as set out in the Agreement and the Contractor shall invoice the Council at the time the Goods are despatched or the Services are provided.
- 5.2 The Price, which shall include all charges for delivery to the Council, packaging, insurance and carriage, shall be exclusive of VAT and shall be a fixed price for the duration of the Agreement and shall not be varied without prior written consent of the Council.

- 5.3 The Council reserves the right to set off against the price of the Goods or Services any sums owed or becoming due to the Council from the Contractor.
- 5.4 Provided that a nominated employee or authorised signatory has signed for Goods or Services the Council will make payment to the Contractor within 45 days following of receipt of the relevant undisputed invoice or acceptance of the relevant Goods or Services.
- 5.5 VAT, where applicable, shall be shown separately on all invoices as a strictly net extra, the Invoice must comply with VAT rules and regulations. The correct Purchase Order number must be quoted on all invoices, and the Council will accept no liability whatsoever for invoices, delivery notes or other communications which do not bear such Purchase Order numbers.
- 5.6 The Council reserves the right to refuse payment of sums invoiced in excess of the prices stated in the Agreement.
- 5.7 Unless otherwise agreed in Writing by the Council the Contractor will pay any of its appointed sub-contractors within 30 days from receipt of an undisputed invoice.

## **6. DELIVERY**

- 6.1 The Agreement will specify the quantity of Goods and the nature of the Services required and the date or dates and place of delivery of the Goods or provision of the Service or Services. The Contractor shall provide such programmes of manufacture and delivery as the Council may require. Each delivery or consignment shall have a packing note quoting the reference number of the Purchase Order (where applicable) prominently displayed, and the Council may reject quantities delivered in excess of those stated on the Agreement.
- 6.2 If Goods are in any respect incorrectly delivered the Contractor shall immediately affect correct delivery and shall be responsible for any additional costs or expenses incurred by both parties in so doing.
- 6.3 If Services are provided by the Contractor otherwise than in accordance with the terms of the Agreement, the Contractor shall immediately affect correct provision of the Services and shall be responsible for any additional costs or expenses incurred by the Council or the Contractor in so doing.
- 6.4 The Council may reject any Goods which are not in accordance with the Agreement and the Council shall not be treated as having accepted any Goods until the Council has had a reasonable time to inspect them following delivery or, if later, within a reasonable time after a latent defect in the Goods has become apparent.
- 6.5 The Contractor shall comply with all applicable regulations or other legal requirements as regards the manufacture, packaging, labelling, and delivery of the Goods. The Contractor shall deliver the Goods properly and securely packed and supply the Services during the Council's usual business hours (8:45 to 17:00 Monday to Thursday and 8:45 to 16:00 Friday) or in accordance with the instructions shown on the Agreement.

- 6.6 Where Goods are delivered by road vehicle, available empty Packages may be returned by the same vehicle.
- 6.7 Where the Council has an option to return Packages and does so, the Council will return such Packages empty and in good order and condition (consigned 'carriage paid' unless otherwise agreed) to the Contractor's supplying works or depot indicated by the Contractor, and will advise the Contractor of the date of despatch.
- 6.8 Packages and containers of all kinds are supplied free by the Contractor and are non-returnable unless otherwise clearly stated, in the first instance, on quotations and subsequently on all Packages, advice notes and delivery notes.

## **7. LOSS OR DAMAGE IN TRANSIT**

- 7.1 The Contractor shall promptly make good, free of charge to the Council, any loss in transit of the Goods if notified within 21 days of delivery or any damage to or defect in the Goods if notified within 10 days of delivery.

## **8. INSPECTION**

- 8.1 The Contractor shall be responsible for the inspection and testing of the Goods and shall ensure that they comply with the Agreement prior to delivery to the Council. The Council shall have the right to inspect the Goods at the Contractor's works and those of its Sub-Contractors at all reasonable times and to reject any part thereof that does not comply with the terms of the Agreement.
- 8.2 The Contractor shall ensure that rights of access, inspection and rejection at premises of any sub-Contractor of the Contractor are given to the Council in sub-agreements between the Contractor and the Contractor's Sub-Contractors. Any inspection, checking, approval or acceptance given on behalf of the Council shall not relieve the Contractor or its Sub-Contractors from any obligations or liabilities set forth in this Agreement.

## **9. REJECTION**

- 9.1 The Council shall have the right to reject any Goods or Services which do not comply with the Agreement, and are, without limitation, not of a stipulated quality or quantity or measurement, unfit for the purpose for which they are required or non-compliant with a description or specification or sample, and the Council may return such rejected Goods to the Contractor at the Contractor's cost and expense.
- 9.2 If the Contractor is unable to supply acceptable replacement Goods or Services within the time specified in the Agreement, or within any extension of such time as the Council may grant, the Council will be entitled to purchase elsewhere other Goods or Services, as near as is practicable to the same Agreement specifications as circumstances shall permit, but without prejudice to any other right which the Council may have against the Contractor including, but not limited to, payment by the Contractor of any excess costs incurred by the Council in doing so.

- 9.3 The making of such payment shall not prejudice the Council's right of rejection and the Contractor shall immediately reimburse the Council with an amount equal to that paid by the Council in respect of the Goods or Services and any applicable taxes. Before exercising the said right elsewhere the Council shall give the Contractor reasonable opportunity to replace rejected Goods or Services with Goods or Services that conform to the Agreement.
- 9.4 The Council is under no obligation to test or inspect the Goods before or on delivery.

## **10. TITLE - PASSING PROPERTY**

- 10.1 Property and risk in the Goods will remain with the Contractor until the Goods are delivered to the place specified in the Agreement and a nominated employee of the Council has signed a delivery note for them, whereupon title will pass to the Council, without any limitation, constraint or encumbrance.
- 10.2 If payment for the Goods is made prior to delivery, property in the Goods shall pass to the Council once payment has been made and the Goods have been unconditionally appropriated by the Council.
- 10.3 In these circumstances the Contractor will set aside the Goods and store them separately from similar Goods held at the Contractors premises specified in the Agreement and ensure that they are securely, clearly and visibly marked with the wording "Property of Shropshire Council" so as to identify those Goods as having been unconditionally appropriated by the Council to whose order they are held.
- 10.4 The Contractor will allow a named representative of the Council reasonable accompanied access to its premises specified in the Agreement to verify compliance with clause 10.3 herein and will immediately rectify any non-compliance as identified by the Council's named representative.
- 10.5 The Contractor will indemnify the Council for any loss of or damage to the Goods until delivered on-site.
- 10.6 Without prejudice to this indemnity the Contractor will have appropriate and adequate insurance cover against any such loss or damage with a reputable insurer from the time that title in the materials or Goods passes to the Council until they are delivered on-site and the Contractor shall provide the Council with certified copies of the relevant policy upon request.
- 10.7 The Contractor agrees that the Council has the right to enter the Contractor's premises specified in the Agreement where Goods are being held in order to recover the said materials or Goods in the event of the Contractors' insolvency.

## **11. THE COUNCIL'S OBLIGATIONS**

- 11.1 To enable the Contractor to perform its obligations under this Agreement the Council shall:
- a) co-operate with the Contractor;

- b) provide the Contractor with any information reasonably required by the Contractor;
  - c) obtain all necessary permissions and consents which may be required before the commencement of the Services or the supply of Goods; and
  - d) comply with such other requirements as may be otherwise agreed between the parties.
- 11.2 Without prejudice to any other rights to which the Contractor may be entitled, in the event that the Council unlawfully terminates or cancels the Goods or Services agreed to in the Agreement the Council shall be required to pay to the Contractor as agreed damages and not as a penalty the full amount of any third party costs to which the Contractor has reasonably committed and in respect of cancellations on less than five working days' written notice the full amount of the Goods and Services.

## **12. WARRANTIES**

- 12.1 The Contractor warrants that as from the date of delivery for a minimum period of 12 months the Goods and all their component parts, where applicable, are free from any defects in design, workmanship, construction or materials. Where certain Goods carry warranties for longer periods the Contractor will notify the Council of these from time to time as appropriate.
- 12.2 The Contractor warrants that the Services performed under this Agreement shall be performed using reasonable skill and care, and of a quality conforming to generally accepted industry standards and practices.

## **13. INDEMNIFICATION**

- 13.1 The Council shall indemnify the Contractor against all reasonable claims, costs and expenses which the Contractor may incur and which arise, directly from the Council's breach of any of its obligations under this Agreement.
- 13.2 The Contractor shall indemnify the Council against all reasonable damage, liability, costs, claims, actions and proceedings arising out of the performance, defective performance or otherwise of this Agreement by the Contractor, its employees, servants or agents.

## **14. TERMINATION AND CANCELLATION**

- 14.1 The Council upon giving the Contractor notice in Writing may cancel any Agreement at any time. A fair and reasonable price will be paid for all work in progress at the time of the cancellation, providing all such work is delivered to, and/or performed for the Council and is accepted as described in Clauses 6 to 9 herein. The Council's liability is strictly limited to work in progress and no further loss or liability will accrue.
- 14.2 Either party may terminate this Agreement forthwith by notice in Writing to the other if.
- a) the other party commits a material breach of this Agreement and, in the case of a breach capable of being remedied, fails to remedy it within 14 calendar

- days of being given notice in Writing setting out the breach and indicating that failure to remedy the breach may result in termination of this Agreement.
- b) the other party commits a material breach of this Agreement which cannot be remedied under any circumstances.
  - c) the other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect.
  - d) the other party ceases to carry on its business or substantially the whole of its business; or.
  - e) the other party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.

## **15. ANTI-BRIBERY AND CORRUPTION (W) (Z)**

- 15.1 The Council may cancel the Agreement by way of a written notice with immediate effect and recover from the Contractor the amount of any loss resulting from the cancellation if at any time it becomes known to the Council that the Contractor or any person employed by the Contractor or acting on his behalf whether with or without the knowledge of the Contractor has:
- a) offered, paid or given or agreed to give directly or indirectly any gift in money or any other form or any financial or other advantage to any member employee or agent of the Council as an inducement or reward in relation to the obtaining or execution of the Agreement or any other Agreement with the Council; or
  - b) favoured or discriminated against any person in relation to this or any other Agreement with the Council; or
  - c) committed an offence in relation to any Agreement with the Council under the Prevention of Corruption Acts 1906 to 1916 or the Bribery Act 2010 or Section 117(2) Local Government Act 1972 (as amended).

## **16. INTELLECTUAL PROPERTY RIGHTS**

- 16.1 Any specification, drawing, sample and pattern supplied by the Council to the Contractor, or specifically produced by the Contractor for the Council in connection with this Agreement, together with the copyright, design rights or any other intellectual property rights thereto shall be the exclusive property of the Council. On payment of the price and for no further consideration the Contractor assigns to the Council with full title guarantee all such copyright, design and other intellectual property rights.
- 16.2 The Contractor shall not disclose to any third party (except sub-contractors accepting a like obligation of secrecy, and then only to the extent necessary for the performance of the sub-agreement) or provide any such specification, drawing, sample or pattern to any third party or use the same except to the extent that it is or becomes public knowledge through no fault of the Contractor, or as is required for the purposes of the Agreement.
- 16.3 This provision shall survive the expiration or termination of the Agreement.

## **17. INDEPENDENT CONTRACTORS**

- 17.1 The Contractor and the Council are independent of each other, and neither has the authority to bind the other to any third party or act in any way as the representative of the other, unless otherwise expressly agreed to in Writing by both parties.

## **18. SEVERABILITY**

- 18.1 If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction such provision shall be severed and the remainder of the provisions herein shall continue in full force and effect as if this Agreement had been agreed with the invalid illegal or unenforceable provision eliminated.

## **19. ASSIGNING AND SUB-CONTRACTING**

- 19.1 The Contractor will not, without the written consent of the Council, assign or sub-contract its right or duties under this Agreement nor allow Services to be provided other than through his own employees and using his own equipment.
- 19.2 In the event that the Council has consented to the placing of sub-contracts, copies of each sub-contract and order shall be sent by the Contractor to the Council immediately it is issued.
- 19.3 Notwithstanding the Contractor's right to sub-contract pursuant to this clause 19, the Contractor shall remain responsible for all acts and omissions of its Sub-contractors and the acts and omissions of those employed or engaged by the Sub-contractors as if they were its own. An obligation on the Contractor to do, or to refrain from doing, any act or thing shall include an obligation upon the Contractor to procure that its employees, staff, agents and Sub-contractors' employees, staff and agents also do, or refrain from doing, such act or thing.

## **20. WAIVER**

- 20.1 The failure by either party to enforce at any time or for any period any one or more of these General Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all the terms and conditions of this Agreement.

## **21. HAZARDOUS GOODS**

- 21.1 Hazardous Goods must be marked by the Contractor with International Danger Symbol(s) and display the name of the material in English. Transport and other documents must include declaration of the hazard and name of the material in English. Goods must be accompanied by emergency information in English in the form of written instructions, labels or markings. The Contractor shall observe the requirements of UK and international laws, regulations and agreements relating to the packing, labelling and carriage of hazardous Goods.



- 21.2 All information known, held by, or reasonably available to, the Contractor regarding any potential hazards known or believed to exist in transport, handling or use of the Goods supplied shall be promptly communicated to the Council.

## **22. NOTICES**

- 22.1 Unless otherwise communicated to the party in Writing any notice to be given by either party to the other may be served by email, fax, personal service or by post to the address of the other party that is the registered office or main place of business of the Contractor or if the Council, the Shirehall, Abbey Foregate, Shrewsbury. SY2 6ND.
- 22.2 A Notice sent by email shall be deemed to be received providing receipt is acknowledged and confirmed, Notice sent by fax shall be deemed to be served on receipt of an error free transmission report, Notice given by letter shall be deemed to have been served at the time at which the letter was delivered personally or if sent by second class post shall be deemed to have been delivered in the ordinary course of post and if by first class post shall be deemed to have been delivered 48 hours after posting and acknowledged.

## **23 CONFIDENTIALITY (W) (Z)**

- 23.1 All plans, drawings, designs or specifications supplied by the Council to the Contractor shall remain the exclusive property of, and shall be returned to the Council on completion of the Agreement and shall not be copied, and no information relating to the Goods or the Services shall be disclosed to any third party, except as required for the purpose of this Agreement.
- 23.2 No photographs of any of the Council's equipment, installations or property shall be taken without the Council's prior consent in Writing. The Contractor shall keep secret and shall not divulge to any third party (except sub-contractors accepting a like obligation of secrecy, and then only to the extent necessary for the performance of the sub-agreement) all information given by the Council in connection with the Agreement or which becomes known to the Contractor through his performance of the Agreement or use the same other than for the purpose of executing the Agreement.
- 23.3 The Contractor shall not mention the Council's name in connection with the Agreement or disclose the existence of the Agreement in any publicity material or other similar communication to third parties without the Council's prior consent in Writing.
- 23.4 The Contractor will keep confidential any information it becomes aware of by reason of the operation of this Agreement.
- 23.5 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Agreement, each party shall:
- 23.5.1 treat the other party's Confidential Information as confidential; and
  - 23.5.2 not disclose the other party's Confidential Information to any other person without the owner's prior written consent.

- 23.6 Clause 23.5 shall not apply to the extent that:
- 23.6.1 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;
  - 23.6.2 such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
  - 23.6.3 such information was obtained from a third party without obligation of confidentiality;
  - 23.6.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of this Agreement; or
  - 23.6.5 it is independently developed without access to the other party's Confidential Information.
- 23.7 The Contractor may only disclose the Council's Confidential Information to the Contractor Personnel who are directly involved in the provision of the Services and who need to know the information, and shall ensure that such Contractor Personnel are aware of and shall comply with these obligations as to confidentiality.
- 23.8 The Contractor shall not, and shall procure that the Contractor Personnel do not, use any of the Council's Confidential Information received otherwise than for the purposes of this Agreement.
- 23.9 Nothing in this Agreement shall prevent the Council from disclosing the Contractor's Confidential Information:
- 23.9.1 to any consultant, contractor or other person engaged by the Council;
  - 23.9.2 for the purpose of the examination and certification of the Council's accounts or any other form of audit of the Council;
- 23.10 The Council shall use all reasonable endeavours to ensure that any government department, employee, third party or Sub-contractor to whom the Contractor's Confidential Information is disclosed pursuant to this Agreement is made aware of the Council's obligations of confidentiality.
- 23.11 Nothing in this clause shall prevent either party from using any techniques, ideas or know-how gained during the performance of the Agreement 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.
- 23.12 The provisions of this Clause shall survive the expiration or termination of this Agreement.

## **23A AGREEMENT STATUS AND TRANSPARENCY (W) (Z)**

- 23A.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 Contractor (the Tender Submission) is not Confidential Information. The Council 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.
- 23A.2 Notwithstanding any other term of this Agreement, the Contractor hereby gives his consent for the Council to publish this Agreement and the Tender Submission in its entirety, including from time to time agreed changes to the Agreement, to the general public.
- 23A.3 The Council may consult with the Contractor to inform its decision regarding any exemptions but the Council shall have the final decision in its absolute discretion.
- 23A.4 The Contractor shall assist and cooperate with the Council to enable the Council to publish this Agreement and the Tender Submission.

## **24. COUNCIL DATA**

- 24.1 The Contractor shall not delete or remove any copyright or proprietary notices contained within or relating to the Council Data.
- 24.2 The Contractor shall not store, copy, disclose, or use the Council Data except as necessary for the performance by the Contractor of its obligations under this Agreement or as otherwise expressly authorised in writing by the Council and in particular the Contractor shall not store any Council Data, which the Council has notified the Contractor requires storage in an encrypted format, on any portable device or media unless that device is encrypted.
- 24.3 To the extent that Council Data is held and/or processed by the Contractor, the Contractor shall supply that Council Data to the Council as requested by the Council in any format specified in this Agreement or if none specified in any format reasonably requested by the Council.
- 24.4 The Contractor shall take responsibility for preserving the integrity of Council Data and preventing the corruption or loss of Council Data and shall take such back up copies of the Council Data at regular intervals appropriate to the frequency of the revision of the Council Data.
- 24.5 The Contractor shall ensure that any system on which the Contractor holds any Council Data, including back-up data, is a secure system that complies with the Security Policy to include, but not limited to, the following requirements in the Security Policy:
  - a) Access to the system is restricted to Contractor Personnel with a legitimate

- b) need to access the Council Data; and
  - c) The system is kept up to date with the latest versions of operating system and anti-virus updates; and
  - Transfer of data to and from the system is conducted in a secure manner.
- 24.6 If the Council Data is corrupted, lost or sufficiently degraded as a result of the Contractor's Default so as to be unusable, the Council may:
  - 24.6.1 require the Contractor (at the Contractor's expense) to restore or procure the restoration of Council Data as soon as practicable; and/or
  - 24.6.2 itself restore or procure the restoration of Council Data, and shall be repaid by the Contractor any reasonable expenses incurred in doing so including the restoration of the Council.
- 24.7 If at any time the Contractor suspects or has reason to believe that Council Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Contractor shall notify the Council via the Council's ICT Helpdesk immediately and inform the Council of the remedial action the Contractor proposes to take.
- 24.8 The Contractor shall check for and delete Malicious Software and if Malicious Software is found, the parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Council Data, assist each other to mitigate any losses and to restore the Services to their desired operating efficiency.
- 24.9 Any cost arising out of the actions of the parties taken in compliance with the provisions of sub-clause .8 above shall be borne by the parties as follows:
  - 24.9.1 by the Contractor where the Malicious Software originates from the Contractor Software, the Third Party Software or the Council Data (whilst the Council Data was under the control of the Contractor); and
  - 24.9.2 by the Council if the Malicious Software originates from the Council Software or the Council Data (whilst the Council Data was under the control of the Council).

## 25. **PROTECTION OF PERSONAL DATA**

- 25.1 With respect to the parties' rights and obligations under this Agreement, the parties agree that the Council is the Data Controller and that the Contractor is the Data Processor.
- 25.2 The Contractor shall:
  - 25.2.1 Process the Personal Data only in accordance with instructions from the Council (which may be specific instructions or instructions of a general nature as set out in this Agreement or as otherwise notified by the Council to the Contractor during the term of this Agreement);

- 25.2.2 Process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the Services or as is required by Law or any Regulatory Body;
- 25.2.3 implement appropriate technical and organisational measures, including but not limited to ensuring that Personal Data is not stored on any portable equipment or storage device or media unless encrypted, to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;
- 25.2.4 take reasonable steps to ensure the reliability of any Contractor Personnel who have access to the Personal Data;
- 25.2.5 obtain prior written consent from the Council in order to transfer the Personal Data to any Sub-contractors or Affiliates for the provision of the Services;
- 25.2.6 ensure that all Contractor Personnel required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this Protection of Personal Data clause;
- 25.2.7 ensure that no Contractor Personnel publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Council;
- 25.2.8 notify the Council (within five Working Days) if it receives:
- a) a request from a Data Subject to have access to that person's Personal Data; or
  - b) a complaint or request relating to the Council's obligations under the Data Protection Legislation;
- 25.2.9 provide the Council with full cooperation and assistance in relation to any complaint or request made, including by:
- a) providing the Council with full details of the complaint or request;
  - b) complying with a data access request within the relevant timescales set out in the Data Protection Legislation and in accordance with the Council's instructions;
  - c) providing the Council with any Personal Data it holds in relation to a Data Subject (within the timescales required by the Council); and
  - d) providing the Council with any information requested by the Council;
- 25.2.10 permit the Council or the Council Representative (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit, in accordance with the Audit clause, the Contractor's data Processing activities (and/or those of its agents, subsidiaries and Sub-contractors) and comply with all reasonable requests or directions by the Council to enable the Council to

verify and/or procure that the Contractor is in full compliance with its obligations under this Agreement;

- 25.2.11 provide a written description of the technical and organisational methods employed by the Contractor for processing Personal Data (within the timescales required by the Council); and
- 25.2.12 not process Personal Data outside the United Kingdom without the prior written consent of the Council and, where the Council consents to a transfer, to comply with:
  - a) the obligations of a Data Controller under the Eighth Data Protection Principle set out in Schedule 1 of the Data Protection Act 1998 by providing an adequate level of protection to any Personal Data that is transferred; and
  - b) any reasonable instructions notified to it by the Council
- 25.2.13 The Contractor shall comply at all times with the Data Protection Legislation and shall not perform its obligations under this Agreement in such a way as to cause the Council to breach any of its applicable obligations under the Data Protection Legislation.
- 25.2.14 The Contractor shall ensure that its employees and agents are aware of and comply with this clause and shall indemnify the Council against any loss or damage sustained or incurred as a result of any breach of this clause.

## **26 COUNCIL DATA AND PERSONAL INFORMATION AUDITS**

- 26.1 Except where an audit is imposed on the Council by a Regulatory body, the Council may, acting reasonably, conduct an audit for the following purposes:
  - 26.1.1 to review the integrity, confidentiality and security of the Council Data;
  - 26.1.2 to review the Contractor's compliance with the Data Protection Act 1998, the Freedom of Information Act 2000 in accordance with the Protection of Personal Data and Freedom of Information clauses and any other legislation applicable to the Services;
- 26.2 The Council shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Contractor or delay the provision of the Services.
- 26.3 Subject to the Council's obligations of confidentiality, the Contractor shall on demand provide the Council (and/or its agents or representatives) with all reasonable co-operation and assistance in relation to each audit, including:
  - 26.3.1 all information requested by the Council within the permitted scope of the audit;
  - 26.3.2 reasonable access to any Sites controlled by the Contractor and to any equipment used (whether exclusively or non-exclusively) in the performance

of the Services;

26.3.3 access to Contractor Personnel

- 26.4 The Contractor shall implement all measurement and monitoring tools and procedures necessary to measure and report on the Contractor's performance of the Services.
- 26.5 The Council shall endeavour to (but is not obliged to) provide at least 5 Working Days notice of its intention to conduct an audit.
- 26.6 The parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause.
- 26.7 This clause shall not apply to any audit or inspection regarding the provision of the Services specified in the Service Specification or elsewhere in this Agreement which may be conducted as specified in this Agreement.

**27 PUBLIC INTEREST DISCLOSURE ('WHISTLE BLOWING') (W) (Z)**

- 27.1 The Contractor will ensure that his employees and agents are made aware of the Council's policy "Speaking Up About Wrongdoing" and that the details of this policy are fully explained to them and shall provide the Council with evidence of doing so upon request.

**28 INSURANCE**

- 28.1 The Contractor shall maintain a comprehensive policy of Public Liability and Employers Liability insurance. In respect of its liability such insurance cover to be maintained and provide for a minimum of £5,000,000 (FIVE MILLION POUNDS). Cover In respect of death or personal injury due to negligence will be unlimited.
- 28.2 If appropriate and requested in Writing, the Contractor may also be required to provide Product Liability insurance of at least £2,000,000 (TWO MILLION POUNDS) and Professional Indemnity insurance of at least £1,000,000 (ONE MILLION POUNDS) cover for any one claim and the Contractor shall provide the Council with certified copies of the relevant policies upon request.

**29 EQUALITIES (W) (Z)**

- 29.1 The Contractor and any Sub-Contractor employed by the Contractor 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 Goods, Services or Works under this Agreement, or in its employment practices.
- 29.2 Without prejudice to the generality of the foregoing, the Contractor and any Sub-Contractor employed by the Contractor 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.

- 29.3 In addition, the Contractor and any Sub-Contractor employed by the Contractor in providing services to the Council will comply with the following general duties imposed on local authorities by Section 71 of the Race Relations Act 1976 to eliminate unlawful racial discrimination and promote equality of opportunity and good relations between persons of different racial groups; Section 49A of the Disability Discrimination Act 1995 to eliminate unlawful discrimination and harassment of disabled persons that is related to their disabilities; to promote equality of opportunity between disabled persons and other persons; to take steps to take account of disabled persons' disabilities, to promote positive attitudes towards disabled persons; and by Section 76A of the Sex Discrimination Act 1975 to eliminate unlawful discrimination and harassment and promote equality of opportunity between men and women.
- 29.4 The Contractor and any Sub-Contractor employed by the Contractor will take all reasonable steps to observe as far as possible the Codes of Practice produced by the Commission for Racial Equality and the Disability Rights Commission, which give practical guidance to employers on the elimination of discrimination.
- 29.5 In the event of any finding of unlawful discrimination being made against the Contractor or any Sub-Contractor employed by the Contractor during the contract period, by any court or employment tribunal, or any adverse finding or formal investigation by the Commission for Racial Equality, Equal Opportunities Commission or Disability Rights Commission over the same period, the Contractor shall inform the Council of this finding and shall take appropriate steps to prevent repetition of the unlawful discrimination.
- 29.6 The Contractor and any Sub-Contractor employed by the Contractor will provide a copy of its policies to the Council at any time upon request. In addition, the Council may reasonably request other information from time to time for the purpose of assessing the Contractor's compliance with the above conditions.

### **30 HUMAN RIGHTS (W) (Z)**

- 30.1 The Contractor shall where appropriate take account of the Human Rights Act 1998 and shall not do anything in breach of it.

### **31 HEALTH AND SAFETY AT WORK (Z)**

- 31.1 The Contractor will at all times in providing Goods, Services or Works to the Council comply with the provisions of the Health and Safety at work Act 1974 and provide evidence of doing so to the Council at any time upon request.

### **32 FREEDOM OF INFORMATION ACT 2000 (FOIA) AND ENVIRONMENTAL INFORMATION REGULATIONS 2004 (EIR) (W) (Z)**

- 32.1 The Contractor acknowledges that the Council is subject to the requirements of the



FOIA and the Environmental Information Regulations and shall assist and cooperate with the Council to enable the Council to comply with its Information disclosure obligations.

- 32.2 The Contractor shall notify the Council of any Commercially Sensitive Information provided to the Council together with details of the reasons for its sensitivity and the Contractor acknowledges that any lists or schedules of Commercially Sensitive Information so provided are of indicative value only and that the Council may be obliged to disclose such information.
- 32.3 The Contractor shall and shall procure that its Sub-contractors shall:
- 32.3.1 transfer to the Council all Requests for Information that it receives as soon as practicable and in any event within two Working Days of receiving a Request for Information;
  - 32.3.2 provide the Council, at the Contractor's expense, with a copy of all Information in its possession, or power in the form that the Council requires within five Working Days (or such other period as the Council may specify) of the Council's request; and
  - 32.3.3 provide, at the Contractor's expense, all necessary assistance as reasonably requested by the Council to enable the Council 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.
- 32.4 The Council shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Agreement or any other agreement whether the Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations and in considering any response to a Request for Information the Council may consult with the Contractor prior to making any decision or considering any exemption.
- 32.5 In no event shall the Contractor respond directly to a Request for Information unless expressly authorised to do so by the Council.
- 32.6 The Contractor acknowledges that (notwithstanding the provisions of this Freedom of Information clause) the Council may, acting in accordance with the Department of Constitutional Affairs' Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("the Code"), be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Contractor or the Services:
- 32.6.1 in certain circumstances without consulting the Contractor; or
  - 32.6.2 following consultation with the Contractor and having taken their views into account; provided always that where sub-clause 32.6.1 above applies the Council shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Contractor advanced notice, or failing that, to draw the disclosure to the Contractor's attention after any such disclosure.

- 32.7 The Contractor shall ensure that all Information required to be produced or maintained under the terms of this Agreement, or by Law or professional practice or in relation to the Agreement is retained for disclosure for at least the duration of the Agreement plus one year together with such other time period as required by the Agreement, law or practice and shall permit the Council to inspect such records as requested from time to time.
- 32.8 The Council 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 Agreement or otherwise relating to any other party.
- 32.9 Where the Contractor is a Public Body the parties acknowledges that such obligations and duties of the Council as set out above are reciprocal to the Contractor. The Council and the Contractor acknowledge and agree that:
- 32.9.1 as Public Bodies they are subject to legal duties under the FOIA and EIR which may require either party to disclose on request information relating to this Agreement or otherwise relating to the other party;
  - 32.9.2 they are required by law to consider each and every Request for Information made under FOIA;
  - 32.9.3 that all decisions made by the other pursuant to a request under the FOIA are solely a matter for the Receiving Party and at the discretion of the Receiving Party;
  - 32.9.4 Notwithstanding anything in this Agreement to the contrary (including but without limitation any obligations or confidentiality), the Receiving Party shall be entitled to disclose information in whatever form pursuant to a request made under FOIA, save that in relation to any information that is Exempt Information the Receiving Party shall consult the other party before making any such decision and shall not:
    - a) confirm or deny that information is held by the other party, or
    - b) disclose information required to the extent that in the Receiving Party's opinion the information is eligible in the circumstances for an exemption and therefore the Receiving Party may lawfully refrain from doing either of the things described in part (a) and (b) of this clause
  - 32.9.5 each party shall bear its own costs of:
    - a) assessing the application of any exemption under FOIA and/or
    - b) responding to any FOIA notice and/or
    - c) lodging any appeal against a decision of the Information Commissioner in relation to disclosure
  - 32.9.6 the Receiving Party shall in no circumstances be liable for any loss, damage, harm, or detriment, howsoever caused, arising from or in connection with the

reasonable disclosure under FOIA of any Exempt Information or other information whether relating to this Agreement or otherwise relating to the other party.

- 32.9.7 the other party shall assist the Receiving Party with the request as reasonably necessary to enable the Receiving Party to comply with its obligations under FOIA.

### **33. SAFEGUARDING(W) (Z)**

- 33.1 Where the work being undertaken in this Agreement allows access to premises locations or activities where there is a likelihood of coming into contact with children or vulnerable adults the Contractor must ensure that it follows the guidance of the Independent Safeguarding Council and the regulations relating to the Vetting and Barring Scheme to determine whether a Criminal Record Bureau check is required for employees or any person sub-contracted to carry out the work on behalf of the Contractor. If in any doubt the Contractor should discuss the matter further with the officer of the Council awarding the Contract and raise any concerns arising from disclosures.
- 33.2 Where the service requirement, specification or Purchase Order determines that a CRB check should be carried out the Contractor shall undertake CRB checks prior to the relevant employees or persons commencing work on the Services to be provided to the Council.

### **34 SUSTAINABILITY**

- 34.1 Contractors should at all times demonstrate how they contribute to the achievement of the Council's Sustainability Policy.

### **35 EXPIRY**

- 35.1 The Contractor will on the expiry or termination of the Agreement and, at its own cost, return (or at the request of the Council destroy) all information obtained in undertaking the performance of the Agreement.

### **36 AUDIT AND MONITORING) (W) (Z)**

- 36.1 The Contractor will allow access for the Council's officers to all relevant information for the purposes of audit and the monitoring of the Agreement.

### **37. RIGHTS OF THIRD PARTIES**

- 37.1 The parties to this Agreement do not intend that any of its terms will be enforceable by any person not a party to it by virtue of the Agreements (Rights of Third Parties) Act 1999.

**38. ENTIRE AGREEMENT**

- 38.1 This Agreement contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written.

**39 FORCE MAJEURE**

- 39.1 Neither the Council nor the Contractor shall be in breach of this Agreement nor liable for any failure or delay in performing their obligations under this Agreement where it is directly caused, arising from or attributable to acts, events, omissions or accidents beyond its reasonable control ("Force Majeure Event"), provided that:-

39.1.1 any delay by a sub-contractor or supplier of the Party who is delayed will not relieve that Party from liability for delay except where the delay is beyond the reasonable control of the sub-contractor or supplier concerned; and

39.1.2 staff or material shortages or strikes or industrial action affecting only the Party who is delayed will not relieve that Party from liability for delay.

- 39.2 If the Party is subject to a Force Majeure Event it shall not be in breach of this Agreement provided that:-

39.2.1 it promptly notified the Council in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance; and

39.2.2 it has used its reasonable endeavours to mitigate the effect of the Force Majeure Event, to carry out its obligations under this Agreement in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably possible

in which case the performance of that Party's obligations will be suspended during the period that those circumstances persist and that Party will be granted a reasonable extension of time for performance up to a maximum equivalent to the period of the delay.

- 39.3 Save where that delay is caused by the act or failure to act of the other Party (in which event the rights, remedies and liabilities of the Parties will be those conferred by the other terms of this Agreement and by law):-

39.3.1 any costs arising from that delay will be borne by the Party incurring the same; and

39.3.2 either Party may, if that delay continues for more than 5 weeks, terminate this Agreement immediately on giving notice in writing to the other. Such termination shall be without prejudice to the rights of the parties in respect of any breach of this Agreement occurring prior to such termination.

#### **40      GOVERNING LAW AND JURISDICTION (W)**

- 40.1      It is the responsibility of the Contractor to comply with all relevant European and English legislation. This Agreement shall be governed by and construed in accordance with English Law and the parties agree to submit to the exclusive jurisdiction of the English and Welsh Courts.

#### **41      COMPLAINTS PROCEDURE (W) (Z)**

- 41.1      The Contactor shall operate a complaints procedure in respect of any goods, services or works provided under these terms & conditions, to the entire satisfaction of the Council, and comply with the requirements of any regulatory body to which the Contractor is subject (including any change in such requirements) and ensure that its complaints procedure meets the following minimum standards:
- 41.1.1      is easy to access and understand;
  - 41.1.2      clearly sets out time limits for responding to complaints and keeping the complainant and the Council informed of progress;
  - 41.1.3      provides confidential record keeping to protect employees under this contract and the complainant;
  - 41.1.4      provides information to management so that services can be improved;
  - 41.1.5      provides effective and suitable remedies;
  - 41.1.6      is regularly monitored and audited and which takes account of complainant and Council feedback.
- 41.2      The Contactor shall ensure that:
- 41.2.1      under no circumstances is a complaint investigated by a member of its staff employed under this contract who may be part of the complaint;
  - 41.2.2      someone who is independent of the matter complained of carries out the investigation;
  - 41.2.3      the complainant is made aware that they are entitled to have the complaint investigated by the Council if they are not satisfied with either the process of investigation or finding of the Contactor's investigations;
  - 41.2.4      the Contactor will ensure that it responds to the complainant within a max of 10 days of receiving the complaint.
- 41.3      The Contactor will make its complaints procedure available on request.
- 41.4      The Contactor shall ensure that all its employees and persons employed under this contract are made aware of its complaints procedure and shall designate one employee (who shall be identified to the Council) to whom a complaint may be referred should the complainant not be satisfied with the initial response to their complaint.

- 41.5 The Contactor shall keep accurate and complete written records of all complaints received and the responses to them and shall make these records available to the Council on request or at 12 monthly intervals in any event.
- 41.6 Where the Council is investigating a complaint the Contactor is required to participate fully in all investigations within the timescales requested by the Council.
- 41.7 The Contractor should note that if a complaint is made to the Council by a third party relating to the goods, services or works provided, the Local Government Ombudsman has the power to investigate such a complaint and the Council requires the Contractor to fully to co-operate in such investigation. If the Council is found guilty of maladministration or injustice by the Local Government Ombudsman because of the act or default of the Contractor the Contractor shall indemnify the Council in respect of the costs arising from such maladministration or injustice.

## **42 DISPUTES**

- 42.1 If any dispute or difference shall arise between the parties as to the construction of this Agreement or any matter or thing of whatever nature arising under this Agreement or in connection with it then the same shall be dealt with as follows:-
- 42.1.1 In the first instance a special meeting of both the Parties shall be arranged on 14 days written notice to the other party and the matter shall be discussed and the representatives shall use their reasonable endeavours to resolve the dispute;
- 42.1.2 If the dispute cannot be resolved in accordance with the preceding sub-clause then either one of the Parties may serve the Council's Chief Executive or the Contractor's senior officer or such other authorised officer of either party whose details have been notified to the other party, with notice of the dispute and those officers shall then appoint their representative to adjudicate and use their reasonable endeavours to resolve the dispute within 21 days of receipt of such notice.

<b>Additional definitions for clauses 43 and 44</b>	
<b>"Security Plan"</b>	the Contractor's security plan prepared pursuant [ <i>to paragraph 3 of schedule 2.5 (Security Requirements and Plan) an outline of which is set out in Appendix of schedule 2.5 (Security Requirements)</i> ];
<b>"Staff Procedures"</b>	<b>Vetting</b> the Council's procedures and policies for the vetting of personnel whose role will involve the handling of information of a sensitive or confidential nature or the handling of information which is subject to any relevant security measures.

## **43 STAFFING SECURITY**

- 43.1 The Contractor shall comply with the Staff Vetting Procedures in respect of all Contractor Personnel employed or engaged in the provision of the Services. The Contractor confirms that all Contractor Personnel employed or engaged by the Contractor at the commencement of this agreement were vetted and recruited on a basis that is equivalent to and no less strict than the Staff Vetting Procedures.
- 43.2 The Contractor shall provide training on a continuing basis for all Contractor Personnel employed or engaged in the provision of the Services in compliance with the Security Policy and Security Plan.

#### **44 SECURITY REQUIREMENTS**

- 44.1 The Contractor shall comply, and shall procure the compliance of the Contractor Personnel, with the Security Policy and the Security Plan and the Contractor shall ensure that the Security Plan produced by the Contractor fully complies with the Security Policy.
- 44.2 The Council shall notify the Contractor of any changes or proposed changes to the Security Policy.
- 44.3 If the Contractor believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the Services it may submit a request for the Agreement to be varied in respect of any charges or fees payable under the Agreement. In doing so, the Contractor must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs.
- 44.4 Until and/or unless a change to the charges or costs is agreed by the Council pursuant to this clause the Contractor shall continue to perform the Services in accordance with its existing obligations.



## **ROC 042 (1) – LANDSCAPE SERVICES**

### **INSTRUCTIONS TO TENDERERS AND SPECIAL TERMS AND CONDITIONS**



## **ROC 042 (1) – LANDSCAPE SERVICES SHROPSHIRE COUNCIL**

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## **INSTRUCTIONS TO TENDER**

### **TENDERS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING CONDITIONS AND INSTRUCTIONS TO TENDER**

### **TENDERS NOT COMPLYING WITH THESE CONDITIONS IN ANY ASPECT MAY BE REJECTED BY SHROPSHIRE COUNCIL WHOSE DECISION IN THIS MATTER SHALL BE FINAL**

#### **1.0 INVITATION**

- 1.1 You are invited to tender to be part of a framework for the provision of landscape services to Shropshire Council. The framework will be for a period of 4 years commencing on 1 October 2011.
- 1.2 Tenders are to be submitted in accordance with the Specification Document and General Terms and Conditions herein.

#### **2.0 TERMS AND CONDITIONS**

- 2.1 Every Tender received by Shropshire Council ('the Council') shall be deemed to have been made subject to the Council General Terms and Conditions and the Special Terms and Conditions contained in these Instructions to Tender 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 form part of a framework of providers and will be required to provide tenders or quotes for individual requirements in accordance with the contract throughout the arrangement.

#### **3.0 INSTRUCTIONS TO TENDERERS**

- 3.1 All Tenders must be submitted on the appropriate Tender Response document(s) accompanying this Invitation to Tender, and must include in each case:-
  - (a) Form of tender, duly completed and signed. (See Tender Response Document)
  - (b) The Canvassing Certificate, duly completed and signed. (See Tender Response Document)
  - (c) The Collusive Tendering Certificate, duly completed and signed. (See Tender Response Document)
  - (d) Declaration of connection with officers or elected members of the Council (See Tender Response Document)
  - (e) Tender Schedule duly completed (See Tender Response Document)
  - (f) This Instructions to Tender document, duly signed on the final page

- 3.2 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.
- 3.3 The Council is not bound to accept the lowest or any Tender, and will not refund any monies or expenses incurred in tendering.
- 3.4 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.

#### **4.0 PREPARATION OF TENDERS**

- 4.1 Tenderers must obtain for themselves at their own responsibility and expense all information necessary for the preparation of their tenders.

#### **5.0 INCLUSIONS IN CONTRACT**

- 5.1 The Contract includes for all materials, labour, plant, equipment, handling of materials and plant, tools and appliances, and all other things necessary for the supply and delivery of the goods and services unless where specifically stated otherwise.

#### **6.0 SPECIFICATION**

- 6.1 The Tenderer is deemed to have made himself 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 failure to comply with this requirement.
- 6.2 The Tenderer shall be deemed to have a thorough knowledge of the requirement by inspecting and taking due account of the specification, and by satisfying himself as to the accuracy of the data included before his Tender is submitted. The Tender should include sums to cover all liabilities in these respects.

#### **7.0 CANVASSING**

- 7.1 Any Tenderer who 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 shall be disqualified. The Canvassing Certificate must be completed and returned as instructed.

#### **8. COLLUSIVE TENDERING**

8.1 Any Tenderer who:

- (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;

Shall (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) be disqualified. The Collusive Tendering Certificate must be completed and returned as instructed.

9.0 **CONFIDENTIALITY AND FREEDOM OF INFORMATION**

- 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 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.
- 9.4 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.

- 9.5 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.
- 9.6 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.
- 9.7 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.

#### 10.0 **AWARD CRITERIA**

- 10.1 The Council is not bound to accept the lowest or any Tender.
- 10.2 The Award Criteria as set out in the separate document accompanying this invitation to tender.

#### 11.0 **TENDER SUBMISSION**

- 11.1 Tenders must be submitted strictly in accordance with the letter of instruction accompanying this Invitation to Tender using the label provided. **Tenders must be submitted by the deadline of noon, 29 July 2011. One hard copy and one CD copy of your tender must be submitted.**
- 11.2 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.
- 11.3 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.
- 11.4 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.
- 11.5 Any queries arising in relation to the Tender process should be raised with  
Procurement, Manager, Commissioning & Procurement, Shropshire Council,  
Shirehall, Abbey Foregate, SHREWSBURY SY2 6ND tel: 01743 252993 (email:  
procurement@shropshire.gov.uk).

11.6 Any queries of a technical nature should be raised with \_\_\_\_\_, Senior Property Surveyor, Property Services, Shropshire Council Tel: 01743 255694 email \_\_\_\_\_

11.7 All queries should be raised as soon as possible (in writing), in any event not later than 22 July 2011.

## **12.0 SUFFICIENCY OF TENDER**

12.1 The Contractor shall be deemed to have satisfied himself before submitting his Tender as to the correctness and sufficiency of the rates and prices stated by him in the tender which shall (except insofar as it is otherwise provided in the Contract) cover all his obligations under the Contract.

12.2 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 his Tender.

## **13.0 ACCEPTANCE OF TENDER**

13.1 The Tender documentation including, the Specification and Requirements, the General and Special Conditions of Contract, the Tender Response document, these Instructions to Tender, together with the formal written acceptance by the Authority will form a binding agreement between the Contractor and the Council. If accepted the contractor will form part of a framework of providers who will be asked to quote/tender as appropriate for individual requirements throughout the duration of this framework arrangement. Once a quotation/tender is accepted, an individual contract will be formed which will be subject to the terms of the document described above.

13.2 Please note, if accepted onto the framework, the prices tendered by you will be used as a benchmark against the prices you quote/tender for landscape services. If it is found your quoted prices consistently exceed the range of prices tendered, you may be removed from the framework arrangement. Allowances will be made when benchmarking, for inflation and market conditions.

13.3 Please also note that the Council will monitor the quality of product and services delivered under the framework and reserve the right to remove any successful tenderer from the framework where they fail to meet reasonable standards in these areas.

13.4 All successful contractors accepted onto the framework will be required to supply to strict quality standards and deadlines, as detailed in individual purchase orders, failure to meet such quality standards or deadlines will result in a breach of a condition of contract and remedies will be sought, as appropriate, by the Council.

13.5 The Tenderer shall be prepared to commence the provision of the necessary services on the Start Date of the contract being 1 October 2011.

## **14.0 PAYMENT TERMS**

- 14.1 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.

**15.0 ACCEPTANCE OF THESE INSTRUCTIONS**

- 15.1 You, as acknowledged by the signature of your authorised representative, accept these Instructions to Tender as creating a binding contract between yourself and the Council. You hereby acknowledge that any departure from the Instructions to Tender may cause financial loss to the Council.

**16.0 VALUE OF CONTRACT**

- 16.1 Shropshire Council cannot give any guarantee in relation to the value of the work awarded under this contract.

**17. WARRANTY**

- 17.1 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.
- 17.2 The tenderer warrants that none of their current Directors have been involved in liquidation or receivership or have any criminal convictions.

**18. TENDERING COSTS**

- 18.1 The Council will not be liable for any costs incurred by tenderers in the preparation or presentation of their tenders.

**19. PARENT COMPANY GUARANTEE**

- 19.1 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.

**20. E PROCUREMENT**

- 20.1 In part of its procurement strategy Shropshire Council is committed to the use of technology that can improve the efficiency of procurement. Tenderers accepted onto the framework arrangements 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.

**21. DECLARATION**

- 21.1 I have read these Instructions to Tender and Special Terms and Conditions and agree to be bound by them.

Signed (1) \_\_\_\_\_ Status \_\_\_\_\_

(2) \_\_\_\_\_

(For and on behalf of \_\_\_\_\_)

Date \_\_\_\_\_





# **Tender Response Document**

## ***ROC 042 (1) LANDSCAPING SERVICES***

Name of TENDERING  
ORGANISATION  
(please insert)

**A&S Landscape**

## Shropshire Council Tender Response Document

### Contract Description:

The contract will consist of a framework arrangement for Landscaping Contractors to work as required at Council properties and those of other external clients in providing landscaping services.

### 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 and require further clarification, please contact: Procurement Manager, Commissioning & Procurement, Shirehall, Abbey Foregate, Shrewsbury, Shropshire, SY2 6ND or via email quoting the contract reference to [procurement@shropshire.gov.uk](mailto:procurement@shropshire.gov.uk)
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 Question 1.1. 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 the **hard copy** of your Tender Response Document.

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## **Award Criteria**

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

### **Selection Criteria - Pass/Fail Questions**

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

<b>Section / Question No.</b>	<b>Selection Criteria</b>
Section B / Q 1 & 2	Applicant details – For information only
Section C / Q 1 & 2	Adequate Financial Stability & Insurance
Section D / Q1 & 2	Outstanding Claims / County Court Judgements
Section E / Q 1 & 2	Adequate Health & Safety and Equal Opportunities

Section C 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.

Section D Outcome of previous contracts: If in the opinion of the Contracting Authority the nature and level of outstanding claims and previous contract early terminations casts serious doubt on the Applicant's ability to perform this contract, they may be excluded.

Section E Health & Safety and Equalities: If in the opinion of the Contracting Authority the responses in this section are sufficiently poor as to cast serious doubt on the Applicant's abilities to perform this contract safely or to perform this contract with due regard for equalities, they may be excluded.

Section F Experience and References & G Accreditations and Skills Level: If, in the opinion of the Contracting Authority the responses in this section are sufficiently poor as to cast serious doubt on the Applicant's abilities 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. The following award criteria is made up of 'Quality' and 'Price' and shows how each criteria is to be weighted against each other.

Section / Question No.	Award Criteria	Weighting / Max Marks Available
<b>Price 60% (300 marks)</b>		
Section H	Price (question 1)	300 max marks
<b>Total for price</b>		<b>300 max marks</b>
<b>Quality 40% (200 marks)</b>		
Section C	Proportion of business in this supply (question 2.2)	10 max marks
Section F	Qualifications of Individual/Proven Competency/References	130 max marks
Section G	Accreditations & Skills Level	20 max marks
Section H	Resources (questions 2.1, 2.2, 2.6 & 2.7)	40 max marks
<b>Total for quality</b>		<b>200 max marks</b>

### Quality Questions/ Scoring Scheme

Questions within the quality sections shown above will be scored using the following scoring scheme. Each answer from the questions identified below will be given a mark between 0 and 10 with the following meanings:

Assessment	Mark	Interpretation
<b>Excellent</b>	10	<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>
	9	
<b>Good</b>	8	<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>
	7	
<b>Acceptable</b>	6	<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>
	5	

<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 mark for each category will receive the full % available for that category. Other tenders will receive a % that reflects the difference in the marks between those tenders and the tender receiving the highest mark for that category.

#### **Price Evaluation and scoring**

The most competitively priced tender will receive the maximum mark for price being 300. 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.

An Average Daywork Rate will be established  
An average Overtime Rate will be established  
The Materials Mark up will be noted  
The Labour Mark up will be noted

The lowest in each of the above criteria will be awarded full marks for that Section; others will be awarded a pro rata mark based on the ratio of their rate to the lowest rate. The four section marks will then be totalised to provide marks for Cost.

The apportioning of the marks available for the Cost section will be as follows;  
Daywork Rate – 70%  
Overtime Rate – 10%  
Materials Mark up – 10%  
Labour Mark up – 10%

The overall marks will then be ranked

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

Form of Tender

**Shropshire Council**

Tender for ROC 042(1) Landscaping Services

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 supply of a Landscaping Service at the prices and terms agreed and subject to the terms of the invitation to tender documentation and the General Terms and Conditions, copies of which we have received.

Signed ..... Name...

Date ..... 27-7-11 .....

Designation ...Partner.....

Company...A&S Landscape.....

Address ...Alpine House, Drayton Road, Shawbury

Post Code ...SY4 4NZ.....

Tel No 01939 250066... Fax No 01939 252122 .....

E-mail address .....

Web address ...www.aandslandscape.co.uk.....

SHROPSHIRE COUNCIL Legal & Democratic
28 JUL 2011
TENDER No ROC 042(1)
SIGNATURES
W.J. Thomas
J. Gale

**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.

Signed (1) .....

Status...Partner

.....

Signed (

Status...Manager

.....

(For and on behalf of ...A&S Landscape

.....)

Date .....27.07.11.....

**Section A:**  
**3. Non-Collusive Tendering Certificate**

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.

Signed (1) ..... Status...Partner .....

Signed (2) ..... Status...manger

(For and on behalf of ...A & S LANDSCAPE )

Date ...27.07.11.....



## **Section A:**

### **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.*

Signed (1) .....	Status...Partner.....
Signed (2)	Status...Manager
(For and on behalf of ...A & S LANDSCAPE )	
Date ...27.07.11.....	

## **Section B:** **Applicant Organisation Details**

<b>1.</b>	<b>Applicant Details</b>	
1.1	<p>Name of contracting Company/ A&amp;S Landscapes</p> <p>Address: Alpine House Drayton Road Shawbury.</p> <p>Postcode: SY4 4NZ</p> <p>Tel: 01939 250066</p> <p>Email: sales@aandslandscape.com</p>	
1.2	<p>Registered name (if different from above):</p> <p>Registered Office Address:</p> <p>Postcode:</p> <p>Company registration number: 497 480 915 (D &amp; B)</p>	
1.3	<p>Details of the individual completing this application and to which we may correspond:</p> <p>Name:</p> <p>Job title: Partner</p> <p>Correspondence Address: Alpine House Drayton Road Shawbury.</p> <p>Postcode: SY44NZ</p> <p>Tel: 01939 250066</p> <p>Email:</p>	
1.4	<p>Type of Organisation (please <u>tick</u> all those appropriate):</p>	
(a)	Sole trader	<input type="checkbox"/>
(b)	Partnership	<input checked="" type="checkbox"/>
(c)	Private Limited Company	<input type="checkbox"/>

(d)	Public Limited Company	
(e)	Charity/Social enterprise	
(f)	Franchise	
(g)	Public Sector Organisation	
1.5	<p>Are you a Small or Medium Sized Enterprise (SME)  <i>*An SME can be defined as an enterprise which employs fewer than 250 people</i></p> <p>If No, Please confirm you are an enterprise which employs more than 250 people</p>	YES/

<b>2.</b>	<b>Company History/Background</b>	
2.1	Date Company established: 1976	
2.2	Is the applicant a subsidiary of another company as defined by the Companies Act 1985?	/NO
2.3	<p>If YES to 2.2 give the following details of the Holding/Parent Company:</p> <p>Registered Name:</p> <p>Registered Address:</p> <p>Postcode:</p> <p>Registration Number:</p>	

## **Section C:** **Financial & Insurance Information**

<b>1.</b>	<b>Insurance Details</b>	
*	<p><i>Why do we need to know this?</i></p> <p><i>We need to ensure that all of our suppliers have adequate insurance. The Council has set minimum insurance requirements which all companies working with the Council must adhere to.</i></p> <p><i>Please note that on some limited occasions the council may agree to vary these levels dependant on the nature of the contract.</i></p>	
1.1 (a)	Please Confirm that you hold a minimum of £5,000,000 Public Liability Insurance (this is a mandatory requirement)	✓ YES
(b)	<p>Please detail the relevant policy information and state if any conditions or exceptions apply to the policy.</p> <p>Name of Insurance Company ...AVIVA.....</p> <p>Date policy taken out      ...April 10<sup>th</sup> 2011 .....</p> <p>Expiry date of the policy      April 9<sup>th</sup> 2012 ✓</p> <p>Policy number/reference</p> <p>Conditions/Exceptions</p> <p>.....</p> <p>.....</p>	
1.2 (a)	Please confirm that you hold a minimum of £5,000,000 Employer's Liability Insurance (this is a mandatory requirement)	✓ YES
(b)	<p>Please detail the relevant policy information and state if any conditions or exceptions apply to the policy.</p> <p>Name of Insurance Company      ...AVIVA.....</p> <p>Date policy taken out      ..... 10<sup>TH</sup> April 2011.....</p> <p>Expiry date of the policy      ..... 9<sup>th</sup> April 2012..... ✓</p> <p>Policy number/reference      .....      .....</p> <p>Conditions/Exceptions</p>	

	.....																										
1.3	Please enclose photocopies of your Certificates of Insurance duly signed as authentic copies of the originals	Enclosed YES																									
<b>2.</b>	<b>Financial Details</b>																										
*	<p><i>Why do we need to know this?</i></p> <p><i>Financial details are required in order to check that your company has sufficient financial resources to undertake the contract. This information will also ensure that your company is in a stable position and is likely to fulfil the contract for the period required.</i></p> <p><i>How the Council evaluates this information will vary given the nature of the contract to be awarded.</i></p>																										
2.1	<p>Please provide a brief summary of your annual turnover and profit in the last 3 years. <b>(Please insert figures – do not refer to attached accounts)</b></p> <p>Also provide copies of your last 3 years audited accounts.</p> <p>If audited accounts are not available please provide copies of your management accounts</p> <table border="1"> <thead> <tr> <th colspan="4"><u>Company</u></th> <th>Accounts Enclosed</th> </tr> <tr> <th><u>Year</u></th> <th colspan="2"><u>Turnover</u></th> <th><u>Profit(Loss)</u></th> <th></th> </tr> </thead> <tbody> <tr> <td>2007/08</td> <td>£..</td> <td>.....</td> <td>£..</td> <td>YES ✓</td> </tr> <tr> <td>2008/09</td> <td>£..</td> <td>.....</td> <td>£..</td> <td>YES ✓</td> </tr> <tr> <td>2009/10</td> <td>£..</td> <td>.....</td> <td>£..</td> <td>YES ✓</td> </tr> </tbody> </table> <p>(If exact figures are not available please provide your best estimate of the figures required)</p>		<u>Company</u>				Accounts Enclosed	<u>Year</u>	<u>Turnover</u>		<u>Profit(Loss)</u>		2007/08	£..	.....	£..	YES ✓	2008/09	£..	.....	£..	YES ✓	2009/10	£..	.....	£..	YES ✓
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2009/10	£..	.....	£..	YES ✓																							
2.2	<p>Please show below your company's turnover in the provision of Landscaping, in the last three financial years. <b>(Please insert figures – do not refer to attached accounts)</b></p> <table border="1"> <thead> <tr> <th><u>Year</u></th> <th colspan="2"><u>Turnover in relation to Landscaping</u></th> </tr> </thead> <tbody> <tr> <td>2007/08</td> <td>£..</td> <td>.....</td> </tr> <tr> <td>2008/09</td> <td>£..</td> <td>.....</td> </tr> </tbody> </table>		<u>Year</u>	<u>Turnover in relation to Landscaping</u>		2007/08	£..	.....	2008/09	£..	.....																
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2008/09	£..	.....																									

		2009/10	£... ..
(If exact figures are not available please provide your best estimate of the figures required)			

### **Section D:**

## **Outstanding Claims and Contract Terminations**

<b>1.</b>	<b>Outstanding Claims / County Court Judgements</b>	
1.1	Do you have any outstanding claims, litigations or judgements against your organisation?	/NO
1.2	If YES to 1.1 please provide further details.	

✓

<b>2.</b>	<b>Contract Terminations/Deductions</b>	
2.1	Please give details of all contracts in the last 3 years which have been terminated early giving the name of the client company/authority, the date of termination and the reasons for termination.  We have <u>never</u> had a contract terminated	
2.2	Please give details of all fines, penalties or deductions incurred in the last 3 years as a result of non-performance under any contract.  None	

✓

--	--

## **Section E:** **Health & Safety and Equal Opportunities**

<b>1.</b>	<b>Health &amp; Safety at Work</b>	
*	<p><i>Why do we need to know this?</i></p> <p><i>We need to ensure that all companies that work with Shropshire Council are able to operate safely. We assess this by asking questions about arrangements at the contract stage and continue to monitor ongoing performance with all companies working on our behalf.</i></p> <p><i>Health &amp; safety measures do not have to be expensive, time consuming or complicated – especially for smaller companies. In fact, safer and more efficient working practices can save money and greatly improve working conditions for employees. Shropshire Council is committed to promoting safe and proportionate working practices to companies as it recognises the benefits this can bring for companies competing for business both for local authority contracts and elsewhere.</i></p> <p><i>Information to help small companies is available on the Health and Safety Executive's (HSE) website.</i></p> <p><i>Health and Safety Executive's website: <a href="http://www.hse.gov.uk/">http://www.hse.gov.uk/</a></i></p> <p><i>Looking after your Business: <a href="http://www.hse.gov.uk/business/">http://www.hse.gov.uk/business/</a></i></p> <p><i>Getting Started Step-by-step: <a href="http://www.hse.gov.uk/business/must-do.htm">http://www.hse.gov.uk/business/must-do.htm</a></i></p>	
1.1	<p>Does your organisation have a formal health and safety policy or statement?</p> <p>*(if you employ 5 or more employees you are required to produce a Health and Safety Policy/Statement under the Health &amp; Safety at Work Act 1974)</p> <p>Please tick here if copy enclosed <input checked="" type="checkbox"/></p> <p>Copy on CD</p>	<p>YES/</p> <p>✓</p>
1.2	<p>Do you currently have CHAS Accreditation, and external health and safety accreditation, (Contractors Health and Safety Assessment Scheme) OR and equivalent as mutually recognised underSSIP (Safety Schemes in Procurement)? Accepted certificates:- NHBC, EXOR, SAFE Contractor, SMAS Worksafe, Altius VA, Eurosafe UK, BSI OHSAS – 18001, Safe-T-Cert, FSG-Facilities Services Group &amp; CHAS Accreditation</p>	<p>YES</p> <p>✓</p>


1.3	<p>If YES to 1.2 please supply the following details as well as a copy of any certificates.</p> <p>Accrediting Organisation: CHAS</p> <p>Reference No: Certificate enclosed</p> <p>Date accreditation expires or is to be renewed: 02-12-2011</p> <p>Please tick here if a copy of certificate attached <input checked="" type="checkbox"/></p>	
1.4	Has your company been served with an enforcement notice or been prosecuted in the past 3 years for breaches of health and safety legislation?	NO
1.5	<p>If YES to 1.4 please give details of the prosecution or notice (and what measures you have taken to ensure the issue(s) will not re-occur).</p>	
1.6	Do you routinely carry out Risk Assessments?	YES
1.7	<p>If YES to 1.6 please state what has been assessed. (At certain times, the Council may request copies of risk assessments, safe working procedure, or safety method statements.)</p> <p>The list of specific risks assessed would be too long to include here. All risk is assessed. The attached policy and sample assessments will help in the understanding of this.</p>	
1.8	Do you have a health and safety training programme for employees?	YES
1.9	<p>If YES to 1.8 please state what training has been given.</p> <p>First Aid Training</p> <p>360 excavator training to 16 tonnes</p> <p>360 excavator training</p> <p>Industrial counter balance forklift training (note we no longer operate forklift)</p> <p>Telescopic handler training</p> <p>Competence in use of use in pesticides</p> <p>Time management training</p>	



	CITB Construction operatives H 7 A awareness Computer use training Face to face sales training Marketing training							
1.10	Does your company monitor: (a) Accidents (b) Ill health caused by work (c) Health & Safety Performance	YES YES YES						
1.11	Does your company have a recognised health & safety management system?  Please give details below:  Our H & S consultant Citation plc have helped us develop/manage our H & S system with policies, handbooks, assessment forms etc...	YES						
1.12	Please state how many accidents have been reported to your Enforcing Authority under RIDDOR (The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations) in the last 2 years. <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th colspan="2" style="text-align: center;">Total</th> </tr> </thead> <tbody> <tr> <td>No. of accidents reported under RIDDOR last year</td><td style="text-align: center;">0</td> </tr> <tr> <td>No. of accidents reported under RIDDOR this year</td><td style="text-align: center;">0</td> </tr> </tbody> </table>		Total		No. of accidents reported under RIDDOR last year	0	No. of accidents reported under RIDDOR this year	0
Total								
No. of accidents reported under RIDDOR last year	0							
No. of accidents reported under RIDDOR this year	0							
1.13	Does your company consult with employees on health and safety?  If YES, please give details below.  Our full policies are available at Alpine House for viewing. All staff have a condensed version in the form of a handbook for which receipts are kept on file. Toolbox talks are held and recorded as appropriate	YES						
1.14	Will you be using any sub contractors as part of this contract?	YES						
1.15	If YES to 1.14 please give details of who your sub contractors are.  Bonafida sub contractors <u>may</u> be used for specialist operations (eg. Surfacing) <u>if</u> required. It is impossible for us to list who these may be in the future but in the past have included:							

	Enterprise plc DCM Ltd
1.16	<p>If YES to 1.14 how do you ensure they are competent?</p> <p>Sub contractors used would be expected to work to the same levels of H &amp; S management, financial status, environmental awareness as ourselves – we have a sub-contractors questionnaire for checking this. Formal recognition such as CHAS would be insisted on.</p>
1.17	<p>Where do you get your competent health and safety advice?</p> <p>To meet your legal responsibilities in 'The Management of Health and Safety at Work Regulations 1999' you must appoint one or more competent people to help you comply with your duties under health and safety law so you can prevent accidents and ill health at work. In practice, you can be that competent person as long as you know enough about what you have to do. If the risks are complex and you do not have access to competent advice in-house, you may want to appoint a safety consultant to help you.</p> <p>CITATION PLC Citation House 1 Macclesfield Road Wilmslow Cheshire SK9 1BZ</p>
1.18	<p>Do you provide Asbestos Awareness Training to your employees, appropriate to their role within the Company, which is in accordance with United Kingdom Asbestos Training Association (UKATA) Category 3 requirements? If so, please provide evidence</p> <p>Our H &amp; S consultant has advised that we are not at particular risk from asbestos in the normal course of our work however it is covered in our H &amp; S general policy arrangements A-E Asbestos. We have carried out AND recorded A toolbox talk (including how to recognise asbestos) with all staff.</p>

<b>2.</b>	<b>Equal Opportunities</b>	
*	<p><i>Why do we need to know this?</i></p> <p><i>The equality duties placed on public authorities requires the Council to</i></p>	

	<p><i>have due regard to the need to eliminate unlawful discrimination.</i></p> <p><i>We need to ensure all companies that work with Shropshire Council comply with both UK and EU regulations regarding equal opportunities and discrimination law. The Council actively promotes equal opportunities in procurement and partnership.</i></p> <p><i>The Council also needs to ensure that there are no outstanding claims against your organisation regarding discrimination.</i></p> <p><i>Information to help small companies is available at:</i></p> <p><i>Equality and Human Rights Commission -</i>  <a href="http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/">http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/</a></p> <p><i>Useful links for guidance &amp; Information -</i>  <a href="http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/guidance-for-small-and-medium-size-businesses/related-links/">http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/guidance-for-small-and-medium-size-businesses/related-links/</a></p>	
2.1	<p>Do you have an Equal Opportunities Policy or statement which complies with your statutory obligation under UK/EU equalities and discrimination legislation (or equivalent legislation and regulations in the countries in which you employ staff) and, accordingly, your practice not to treat one group of people less favourably in relation to race or ethnic origin, disability, gender, sexual orientation, religion or belief or age?</p> <p>- UK/EU equalities and discrimination legislation includes:-</p> <ul style="list-style-type: none"> <li>- Sex Discrimination Act 1975</li> <li>- Equal Pay Acts 1970 and 1983</li> <li>- Race Relations Act 1976</li> <li>- Disability Discrimination Acts 1995 and 2005</li> <li>- Employment Equality (Religion or Belief) Regulations 2003</li> <li>- Employment Equality (Sexual Orientation) Regulations 2003</li> <li>- Human Rights Act 1998</li> <li>- Equality Act 2006</li> </ul>	<p>Enclosed YES/</p> 
2.2	<p>As a contractor providing a public service on behalf of a local authority, you have a duty to comply with the General Duties of the Disability Equality Duty, Gender Equality Duty and Race Equality Duty as outlined below.</p> <ul style="list-style-type: none"> <li>- Promote equality of opportunity between disabled persons and other persons</li> <li>- Eliminate unlawful harassment and discrimination</li> <li>- Promote positive attitudes towards all people</li> <li>- Encourage participation by disabled people</li> <li>- Take steps to take account of disabled people's disabilities, even where that involves treating disabled people more favourably than other people (recognising that equality of opportunity cannot be achieved simply by treating people with or without disabilities alike).</li> <li>- Take active steps to promote equality of opportunity between men and women when carrying out their functions and activities</li> <li>- To promote good race relations</li> </ul> <p>How do you promote disability equality, gender equality and race equality towards both users and employees as part of your operations?</p> <p>We are an equal opportunities employer – please find attached equality &amp; diversity</p>	

	<p>policy. We are not a large employer so opportunity to recruit does not present itself often however this policy will be used when next doing so. Discrimination / harassment amongst the workforce would be a reason for disciplinary action.</p>	
2.3	In the last 3 years, has any claim or finding of unlawful discrimination been made against your organisation by any court?	NO
2.4	If YES to 2.3, please give details.	
2.5	In the last 3 years, has your organisation been the subject of formal investigation by the Equality and Human Rights Commission (or Commission for Racial Equality, the Equality Opportunities Commission and/or the Disability Rights Commission prior to October 2007) on grounds of alleged unlawful discrimination?	/NO
2.6	If YES to 2.5, please give details.	
2.7	<p><b>(NB Organisations with less than 5 employees are not required to respond to questions 2.7, 2.8 and 2.9)</b></p> <p>Is your policy on equality and diversity set out?</p> <p>(a) In instructions to those concerned with recruitment, training and promotion?</p> <p>(b) In documents available to employees, recognised trade unions or other representative groups or employees</p> <p>(c) In recruitment advertisements or other literature?</p> <p>Please supply relevant examples of the instructions, documents, recruitment advertisements or other literature.</p> <p>Please tick here if enclosed <input checked="checked" type="checkbox"/></p>	<p>YES</p> <p>YES</p> <p>YES</p>
2.8	<p>Do you endeavour to both eliminate discrimination amongst your workforce, and also promote the diversity of your workforce e.g. do you take steps to encourage people from under-represented groups to apply for jobs or take up training opportunities?</p> <p>Provide evidence of the above. Our grievance procedure attached includes for grievances relating to race, ethnic</p>	

	<p>origin, disability, gender, sexual orientation, religion, belief and age. It also includes for complaints relating to victimisation or harassment as consequent on bringing a grievance.</p>	
2.9	<p>Is it your policy as part of your grievance process to include in that grievance process all complaints relating to race or ethnic origin, disability, gender, sexual orientation, religion or belief, or age. Furthermore, do you include in your grievance process any complaints related to being victimised or harassed as a consequence of bringing a grievance?</p> <p>Provide evidence of the above.</p>	
2.10	<p>Organisation with less than 5 employees must confirm below that they will meet the requirements set out in questions 2.7, 2.8 and 2.9 if they increase their number of staff above 5.</p> <p style="text-align: right;">Confirmed</p>	<p>YES</p>

## **Section F:**

### **Contract Experience and References**

<b>1. Contract Experience and References</b>				
1.1	Please list below up to a maximum of 10 similar contracts undertaken by your company in the past 3 years or currently being handled. Any previous Public Sector experience will be of particular interest.			
	<b>Name of Organisation/Company</b>	<b>Contact Name &amp; Address</b>	<b>Value of Contract (£)</b>	<b>Nature of work undertaken</b>
1		Avenue Mill Knockin		Rubber play surface
2				Installation of Play equipment & soft surface
3				Installation of canopy.
4				Grading & seeding Fencing & Rubber surfacing
5				Supply & installation of canopy inc all drainage etc
6				Canopy to Playground and rubber safety surface
7				Levelling & stoning of access roads
8				Canopy supply and installation

WEST MIDLANDS  
DY5 3EB

9		Covered play area	September 2009
10		Covered walkway and associated ground works	JULY 2010

Personal Information

2.	
2.1	<p>Please set out below why you feel your organisation is well placed to undertake this contract. You should include in your answer a brief history of your organisation and details of any previous similar contracts and experience in order to illustrate proven competency for the required works.</p> <p>A &amp; S LANDSCAPE have been established for 36 years providing hard &amp; soft landscape services to local authorities, architects and builders across Shropshire and the wider area. We have worked for many departments of Shropshire Council over 25 years.</p> <p>We specialise in local authority contracts working mainly on schools, hospitals, libraries and other public buildings.</p>
2.2	<p>How many years has your Company been providing Landscaping?</p> <p>36</p>
2.3	<p>Please provide details of the individuals who will be involved in undertaking this supply, this should include their relevant qualifications and experience</p>



## **Section G:** **Accreditations and Skills Level**

<b>1.</b>	<b>Accreditations</b>			
1.1	<p>Please list any professional or trade organisations by which your company is accredited. You should only list those that are relevant to this contract and which will support your application i.e. Association of Professional Landscapers or other approved or EU Equivalent.</p> <p>Please state whether the award belongs to the company or an individual.</p>			
	<b>Name of Awarding Organisation/Body</b>	<b>Level of Accreditation</b>	<b>Date Achieved</b>	<b>Date of Expiry/ Renewal</b>
	CHAS	accredited	DEC 2010	DEC 2012
	CONSTRUCTIONLINE		SEPT 2010	SEPT 2011
	Please provide copies of the certificates you have given above or other proof of the qualifications.			Enclosed YES
1.2	<p>Please state any formal quality assurance systems relevant to this contract, which your company operates i.e. (e.g. relevant ISO equivalent) or EU Equivalent.</p>			
	<b>Name of Awarding Organisation/Body</b>	<b>Registration Number</b>	<b>Name of Quality Assurance System</b>	<b>Date Achieved</b>
	Please provide copies of the certificates you have given above or other proof of the qualifications.			Enclosed YES/NO


## **Section H:**

## Tender Schedule

<b>1.</b>	<b>Pricing Schedule</b>																
1.1	<p><b>Contract Value</b></p> <p>Please confirm which of the following value of work you wish to be considered for: (Please note: The Contractor must be capable of covering works within the whole range of values listed below)</p> <p>A. Landscaping</p> <div style="display: flex; justify-content: space-between; align-items: center;"> <div> <p>£0 - £2,000 per contract</p> <p>£2,000 - £30,000 per contract</p> </div> <div style="text-align: center;"> <p>Tick as appropriate</p> <div style="border: 1px solid black; width: 40px; height: 20px; margin: 0 auto; display: flex; align-items: center; justify-content: center;">✓</div> <div style="border: 1px solid black; width: 40px; height: 20px; margin: 0 auto; display: flex; align-items: center; justify-content: center;">✓</div> </div> </div> <p>B. Please indicate minimum value of work you wish to tender for</p> <p><b>2. Day Work Rates inclusive of mileage</b></p> <p>Day Work Rates per hour:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%; text-align: center;">£</th> <th style="text-align: center;">Operatives Trade</th> </tr> </thead> <tbody> <tr> <td></td> <td>Supervisor</td> </tr> <tr> <td></td> <td>Operative ✓</td> </tr> <tr> <td></td> <td>Other</td> </tr> </tbody> </table> <p>Overtime Rates per hour:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%; text-align: center;">£</th> <th style="text-align: center;">Operatives Trade</th> </tr> </thead> <tbody> <tr> <td></td> <td>Supervisor</td> </tr> <tr> <td></td> <td>Operative ✓</td> </tr> <tr> <td></td> <td>Other</td> </tr> </tbody> </table> <p>Materials: ... ✓ .....%      Sub Contractors      ✓ .....%</p> <p>Please indicate the period for which these rates will be fixed..... <span style="background-color: black; color: black;">          </span> .....years</p>	£	Operatives Trade		Supervisor		Operative ✓		Other	£	Operatives Trade		Supervisor		Operative ✓		Other
£	Operatives Trade																
	Supervisor																
	Operative ✓																
	Other																
£	Operatives Trade																
	Supervisor																
	Operative ✓																
	Other																

2.	Tender Specification Response								
2.1	<p>Do you hold a current Waste Carrier Certificate? (if yes, please enclose a copy)</p> <p>YES</p>								
2.2	<p>Do you hold a Certificate of Competence for the Control of Pesticides Regulation 1986 (PA1 &amp; PA6)? (if yes, please enclose a copy)</p> <p>YES</p>								
2.3	<p>Have <u>all</u> or some members of your Company staff been through the CRB (Criminal Records Bureau) checking process?</p> <p>All YES/</p> <p>Details Enclosed YES/</p>								
2.4	<p>The County is divided into 3 geographic areas – see attached map</p> <p>Please indicate the areas you wish to be considered for:</p> <table data-bbox="427 1592 906 1704"> <thead> <tr> <th>All</th> <th>North</th> <th>Central</th> <th>South</th> </tr> </thead> <tbody> <tr> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </tbody> </table>	All	North	Central	South	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
All	North	Central	South						
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
2.6	<p>Total number of employees:</p> <div data-bbox="239 1915 319 1993" style="background-color: black; width: 50px; height: 35px; margin-left: 150px;"></div>								

Commercially Sensitive Information

2.7	Total number of employees engaged solely in the provision of landscaping 



# **Tender Response Document**

## ***ROC 042 (1) LANDSCAPING SERVICES***

Name of TENDERING  
ORGANISATION  
(please insert)

**D W Shotton Landscapes Limited**

## Shropshire Council Tender Response Document

### Contract Description:

The contract will consist of a framework arrangement for Landscaping Contractors to work as required at Council properties and those of other external clients in providing landscaping services.

### 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 and require further clarification, please contact: Procurement Manager, Commissioning & Procurement, Shirehall, Abbey Foregate, Shrewsbury, Shropshire, SY2 6ND or via email quoting the contract reference to [procurement@shropshire.gov.uk](mailto:procurement@shropshire.gov.uk)
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 Question 1.1. 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 the **hard copy** of your Tender Response Document.

### Contents

Section	Description	Page
A1	Form of Tender	5
A2	Non-Canvassing Certificate	6
A3	Non-Collusive Tendering Certificate	7
A4	Declaration of Connection with Officers or Elected Members of the Council	8
<b>You must sign all 4 certificates in sections A1 to A4</b>		
B	Applicant Organisation Details	9
C	Financial & Insurance Information	11
D	Outstanding Claims & Contract Terminations	13
E	Health & Safety and Equal Opportunities	14
F	Contract Experience and References	21
G	Accreditations and Skills Level	23

H	Tender Schedule	24
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## **Award Criteria**

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

### **Selection Criteria - Pass/Fail Questions**

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

<b>Section / Question No.</b>	<b>Selection Criteria</b>
Section B / Q 1 & 2	Applicant details – For information only
Section C / Q 1 & 2	Adequate Financial Stability & Insurance
Section D / Q1 & 2	Outstanding Claims / County Court Judgements
Section E / Q 1 & 2	Adequate Health & Safety and Equal Opportunities

**Section C 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.

**Section D Outcome of previous contracts:** If in the opinion of the Contracting Authority the nature and level of outstanding claims and previous contract early terminations casts serious doubt on the Applicant's ability to perform this contract, they may be excluded.

**Section E Health & Safety and Equalities:** If in the opinion of the Contracting Authority the responses in this section are sufficiently poor as to cast serious doubt on the Applicant's abilities to perform this contract safely or to perform this contract with due regard for equalities, they may be excluded.

**Section F Experience and References & G Accreditations and Skills Level:** If, in the opinion of the Contracting Authority the responses in this section are sufficiently poor as to cast serious doubt on the Applicant's abilities 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. The following award criteria is made up of 'Quality' and 'Price' and shows how each criteria is to be weighted against each other.

Section / Question No.	Award Criteria	Weighting / Max Marks Available
<b>Price 60% (300 marks)</b>		
Section H	Price (question 1)	300 max marks
<b>Total for price</b>		<b>300 max marks</b>
<b>Quality 40% (200 marks)</b>		
Section C	Proportion of business in this supply (question 2.2)	10 max marks
Section F	Qualifications of Individual/Proven Competency/References	130 max marks
Section G	Accreditations & Skills Level	20 max marks
Section H	Resources (questions 2.1, 2.2, 2.6 & 2.7)	40 max marks
<b>Total for quality</b>		<b>200 max marks</b>

### Quality Questions/ Scoring Scheme

Questions within the quality sections shown above will be scored using the following scoring scheme. Each answer from the questions identified below will be given a mark between 0 and 10 with the following meanings:

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 mark for each category will receive the full % available for that category. Other tenders will receive a % that reflects the difference in the marks between those tenders and the tender receiving the highest mark for that category.

#### **Price Evaluation and scoring**

The most competitively priced tender will receive the maximum mark for price being 300. 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.

An Average Daywork Rate will be established  
An average Overtime Rate will be established  
The Materials Mark up will be noted  
The Labour Mark up will be noted

The lowest in each of the above criteria will be awarded full marks for that Section; others will be awarded a pro rata mark based on the ratio of their rate to the lowest rate. The four section marks will then be totalised to provide marks for Cost.

The apportioning of the marks available for the Cost section will be as follows;  
Daywork Rate – 70%  
Overtime Rate – 10%  
Materials Mark up – 10%  
Labour Mark up – 10%

The overall marks will then be ranked

## Section A: 1. Form of Tender

Form of Tender

### Shropshire Council

Tender for ROC 042(1) Landscaping Services

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 supply of a Landscaping Service at the prices and terms agreed and subject to the terms of the invitation to tender documentation and the General Terms and Conditions, copies of which we have received.

Signe ..... Name.....

Date 20/07/2011 .....

Director  
Designation .....

D W Shotton Landscapes Ltd  
Company.....

Botwood Farm, Ditton Priors, Shropshire,  
Address .....

..... WV16 6TW  
..... Post Code .....

01746 712270 01746 712558  
Tel No ..... Fax No .....

E-mail address .....

www.dwshottonlandscapes.co.uk  
Web address .....

SHROPSHIRE COUNCIL Legal & Democratic	
29 JUL 2011	
TENDER No ROC042(1)	
SIGNATURES	
W. J. Thomas	
J. Loe	

**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 of 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.

Signed (: ..... Status..... Director

Signed (2) ..... Status.....

**D W Shotton Landscapes Ltd**

(For and on behalf of .....)

Date ..... 28/7/2011 .....

**Section A:**  
**3. Non-Collusive Tendering Certificate**

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.

Director

Signed (1) ..... Status.....

Signed (2) ..... Status.....

**D W Shotton Landscapes Ltd**

(For and on behalf of .....)

Date 20/07/2011 .....

Personal Information

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.*

Signed (1) ..... Status.....

Signed (2) ..... Status.....

(For and on behalf of .....)

Date ..... 28/7/11 .....

## **Section B:** **Applicant Organisation Details**

<b>1.</b>	<b>Applicant Details</b>																
1.1	<p>Name of contracting Company/Organisation: <b>D W Shotton Landscapes Ltd</b></p> <p>Address: <b>Botwood Farm, Ditton Priors, Shropshire</b></p> <p>Postcode: <b>WV16 6TW</b></p> <p>Tel: <b>01746 712270</b></p> <p>Email: _____</p>																
1.2	<p>Registered name (if different from above):</p> <p>Registered Office Address: as above</p> <p>Postcode:</p> <p>Company registration number: <b>5071000</b></p>																
1.3	<p>Details of the individual completing this application and to which we may correspond:</p> <p>Name:</p> <p>Job title: <b>Director</b></p> <p>Correspondence Address: as above</p> <p>Postcode:</p> <p>Tel:</p> <p>Email: _____</p>																
1.4	<p>Type of Organisation (please <u>tick</u> all those appropriate):</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%;">(a)</td> <td style="width: 80%;">Sole trader</td> <td style="width: 15%; text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>(b)</td> <td>Partnership</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>(c)</td> <td>Private Limited Company</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> <tr> <td>(d)</td> <td>Public Limited Company</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>(e)</td> <td>Charity/Social enterprise</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>		(a)	Sole trader	<input type="checkbox"/>	(b)	Partnership	<input type="checkbox"/>	(c)	Private Limited Company	<input checked="" type="checkbox"/>	(d)	Public Limited Company	<input type="checkbox"/>	(e)	Charity/Social enterprise	<input type="checkbox"/>
(a)	Sole trader	<input type="checkbox"/>															
(b)	Partnership	<input type="checkbox"/>															
(c)	Private Limited Company	<input checked="" type="checkbox"/>															
(d)	Public Limited Company	<input type="checkbox"/>															
(e)	Charity/Social enterprise	<input type="checkbox"/>															

(f)	Franchise	
(g)	Public Sector Organisation	
1.5	<p>Are you a Small or Medium Sized Enterprise (SME)  <i>*An SME can be defined as an enterprise which employs fewer than 250 people</i></p> <p>If No, Please confirm you are an enterprise which employs more than 250 people</p>	<p><b>YES</b></p> <p>YES/NO</p>

<b>2.</b>	<b>Company History/Background</b>	
2.1	Date Company established: <b>1969</b>	
2.2	Is the applicant a subsidiary of another company as defined by the Companies Act 1985?	<b>NO</b>
2.3	<p>If YES to 2.2 give the following details of the Holding/Parent Company:</p> <p>Registered Name:</p> <p>Registered Address:</p> <p>Postcode:</p> <p>Registration Number:</p>	

### Section C:

<b>1.</b>	<b>Insurance Details</b>	
*	<p><i>Why do we need to know this?</i></p> <p><i>We need to ensure that all of our suppliers have adequate insurance. The Council has set minimum insurance requirements which all companies working with the Council must adhere to.</i></p> <p><i>Please note that on some limited occasions the council may agree to vary these levels dependant on the nature of the contract.</i></p>	
1.1 (a)	Please Confirm that you hold a minimum of £5,000,000 Public Liability Insurance (this is a mandatory requirement)	YES ✓
(b)	<p>Please detail the relevant policy information and state if any conditions or exceptions apply to the policy.</p> <p>Name of Insurance Company      NFU MUTUAL.....</p> <p>Date policy taken out              10 NOVEMBER 2010.....</p> <p>Expiry date of the policy          10 NOVEMBER 2011.....</p> <p>Policy number/reference                  .....</p> <p>Conditions/Exceptions</p> <p>.....</p> <p>.....</p>	
1.2 (a)	Please confirm that you hold a minimum of £5,000,000 Employer's Liability Insurance (this is a mandatory requirement)	YES ✓
(b)	<p>Please detail the relevant policy information and state if any conditions or exceptions apply to the policy.</p> <p>Name of Insurance Company      NFU MUTUAL.....</p> <p>Date policy taken out              10 NOVEMBER 2010.....</p> <p>Expiry date of the policy          10 NOVEMBER 2011.....</p> <p>Policy number/reference                  .....</p> <p>Conditions/Exceptions</p> <p>.....</p> <p>.....</p>	



1.3	Please enclose photocopies of your Certificates of Insurance duly signed as authentic copies of the originals	Enclosed <b>YES</b>																				
<b>2.</b>	<b>Financial Details</b>																					
*	<p><i>Why do we need to know this?</i></p> <p><i>Financial details are required in order to check that your company has sufficient financial resources to undertake the contract. This information will also ensure that your company is in a stable position and is likely to fulfil the contract for the period required.</i></p> <p><i>How the Council evaluates this information will vary given the nature of the contract to be awarded.</i></p>																					
2.1	<p>Please provide a brief summary of your annual turnover and profit in the last 3 years. <b>(Please insert figures – do not refer to attached accounts)</b> Also provide copies of your last 3 years audited accounts. If audited accounts are not available please provide copies of your management accounts</p> <table border="1"> <thead> <tr> <th colspan="3"><u>Company</u></th> <th><u>Accounts Enclosed</u></th> </tr> <tr> <th><u>Year</u></th> <th><u>Turnover</u></th> <th><u>Profit(Loss)</u></th> <th></th> </tr> </thead> <tbody> <tr> <td>2007/08</td> <td>£....</td> <td>£....</td> <td>YES</td> </tr> <tr> <td>2008/09</td> <td>£....</td> <td>£....</td> <td>YES</td> </tr> <tr> <td>2009/10</td> <td>£....</td> <td>£....</td> <td>YES</td> </tr> </tbody> </table> <p>(If exact figures are not available please provide your best estimate of the figures required)</p>		<u>Company</u>			<u>Accounts Enclosed</u>	<u>Year</u>	<u>Turnover</u>	<u>Profit(Loss)</u>		2007/08	£....	£....	YES	2008/09	£....	£....	YES	2009/10	£....	£....	YES
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2008/09	£....	£....	YES																			
2009/10	£....	£....	YES																			
2.2	<p>Please show below your company's turnover in the provision of Landscaping, in the last three financial years. <b>(Please insert figures – do not refer to attached accounts)</b></p> <table border="1"> <thead> <tr> <th><u>Year</u></th> <th><u>Turnover in relation to Landscaping</u></th> </tr> </thead> <tbody> <tr> <td>2007/08</td> <td>£..</td> </tr> <tr> <td>2008/09</td> <td>£..</td> </tr> <tr> <td>2009/10</td> <td>£..</td> </tr> </tbody> </table>		<u>Year</u>	<u>Turnover in relation to Landscaping</u>	2007/08	£..	2008/09	£..	2009/10	£..												
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	(If exact figures are not available please provide your best estimate of the figures required)
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## **Section D:**

### **Outstanding Claims and Contract Terminations**

<b>1.</b>	<b>Outstanding Claims / County Court Judgements</b>	
1.1	Do you have any outstanding claims, litigations or judgements against your organisation?	NO
1.2	If YES to 1.1 please provide further details.	

<b>2.</b>	<b>Contract Terminations/Deductions</b>	
2.1	Please give details of all contracts in the last 3 years which have been terminated early giving the name of the client company/authority, the date of termination and the reasons for termination.  NONE	
2.2	Please give details of all fines, penalties or deductions incurred in the last 3 years as a result of non-performance under any contract.  NONE	

## **Section E:**

### **Health & Safety and Equal Opportunities**

<b>1.</b>	<b>Health &amp; Safety at Work</b>
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<p>*</p>	<p><i>Why do we need to know this?</i></p> <p><i>We need to ensure that all companies that work with Shropshire Council are able to operate safely. We assess this by asking questions about arrangements at the contract stage and continue to monitor ongoing performance with all companies working on our behalf.</i></p> <p><i>Health &amp; safety measures do not have to be expensive, time consuming or complicated – especially for smaller companies. In fact, safer and more efficient working practices can save money and greatly improve working conditions for employees. Shropshire Council is committed to promoting safe and proportionate working practices to companies as it recognises the benefits this can bring for companies competing for business both for local authority contracts and elsewhere.</i></p> <p><i>Information to help small companies is available on the Health and Safety Executive's (HSE) website.</i></p> <p><i>Health and Safety Executive's website: <a href="http://www.hse.gov.uk/">http://www.hse.gov.uk/</a></i></p> <p><i>Looking after your Business: <a href="http://www.hse.gov.uk/business/">http://www.hse.gov.uk/business/</a></i></p> <p><i>Getting Started Step-by-step: <a href="http://www.hse.gov.uk/business/must-do.htm">http://www.hse.gov.uk/business/must-do.htm</a></i></p>	
<p>1.1</p>	<p>Does your organisation have a formal health and safety policy or statement?</p> <p>*(if you employ 5 or more employees you are required to produce a Health and Safety Policy/Statement under the Health &amp; Safety at Work Act 1974)</p> <p>Please tick here if copy enclosed <input type="checkbox"/></p>	<p>YES</p>
<p>1.2</p>	<p>Do you currently have CHAS Accreditation, and external health and safety accreditation, (Contractors Health and Safety Assessment Scheme) OR and equivalent as mutually recognised under SSIP (Safety Schemes in Procurement)? Accepted certificates:- NHBC, EXOR, SAFE Contractor, SMAS Worksafe, Altius VA, Eurosafe UK, BSI OHSAS – 18001, Safe-T-Cert, FSG-Facilities Services Group &amp; CHAS Accreditation</p>	<p>YES</p>
<p>1.3</p>	<p>If YES to 1.2 please supply the following details as well as a copy of any certificates.</p> <p>Accrediting Organisation: CHAS</p> <p>Reference No:</p> <p>Date accreditation expires or is to be renewed: 9 FEBRUARY 2012</p> <p>Please tick here if a copy of certificate attached <input type="checkbox"/></p>	
<p>1.4</p>	<p>Has your company been served with an enforcement notice or been prosecuted in the past 3 years for breaches of health and safety legislation?</p>	<p>NO</p>

1.5	If YES to 1.4 please give details of the prosecution or notice (and what measures you have taken to ensure the issue(s) will not re-occur).	
1.6	Do you routinely carry out Risk Assessments?	YES
1.7	<p>If YES to 1.6 please state what has been assessed. (At certain times, the Council may request copies of risk assessments, safe working procedure, or safety method statements.)</p> <p>Risk assessments are routinely carried out on all procedures, examples include lifting operations, manual handling, noise, dust, vibration.</p> <p>A list of company standard risk assessments is enclosed from our register. However, risk assessments are site specific and are written individually for each contract and procedure.</p> <p>Examples can be provided upon request.</p>	
1.8	Do you have a health and safety training programme for employees?	YES
1.9	<p>If YES to 1.8 please state what training has been given.</p> <p>Staff are giving training appropriate to their duties ie. First aid training - CSCS Operator or Supervisor.</p> <p>All staff are trained on a variety of equipment and machinery, chain saws, excavators, abrasive wheels, etc. All machinery and plant training is appropriate to the duties of the employee and kept up to date with the relevant body.</p> <p>Recent training has included Fire Safety Training.</p> <p>All training is given by external Health &amp; Safety Consultants and Training Specialists.</p> <p>Employees are also regularly given 'tool box talks' which may include elements of health and safety training – refreshers/reminders of safe working procedures.</p>	
1.10	Does your company monitor:	YES
	(a) Accidents	YES
	(b) Ill health caused by work	YES
	(c) Health & Safety Performance	YES
1.11	Does your company have a recognised health & safety management system?	NO
	Please give details below:	

	D W Shotton Landscapes operate their own Health & Safety Management System which was put together by an external Health & Safety Consultant in close association with the Directors of DWS.							
1.12	<p>Please state how many accidents have been reported to your Enforcing Authority under RIDDOR (The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations) in the last 2 years.</p> <table border="1"> <thead> <tr> <th colspan="2">Total</th> </tr> </thead> <tbody> <tr> <td>No. of accidents reported under RIDDOR last year</td><td>0</td> </tr> <tr> <td>No. of accidents reported under RIDDOR this year</td><td>0</td> </tr> </tbody> </table>	Total		No. of accidents reported under RIDDOR last year	0	No. of accidents reported under RIDDOR this year	0	
Total								
No. of accidents reported under RIDDOR last year	0							
No. of accidents reported under RIDDOR this year	0							
1.13	<p>Does your company consult with employees on health and safety?</p> <p>If YES, please give details below.</p> <p>All employees receive a full induction upon appointment where each employee is taken through the company's health and safety policy.</p> <p>Monthly health and safety meetings are held reviewing all contracts and outstanding issues.</p> <p>Regular tool box talks on each contract highlighting any specific H&amp;S issues relevant to the nature of the contract.</p>	YES						
1.14	Will you be using any sub contractors as part of this contract?	NO						
1.15	If YES to 1.14 please give details of who your sub contractors are.							
1.16	If YES to 1.14 how do you ensure they are competent?							
1.17	<p>Where do you get your competent health and safety advice?</p> <p>To meet your legal responsibilities in 'The Management of Health and Safety at Work</p>							

	<p>Regulations 1999' you must appoint one or more competent people to help you comply with your duties under health and safety law so you can prevent accidents and ill health at work. In practice, you can be that competent person as long as you know enough about what you have to do. If the risks are complex and you do not have access to competent advice in-house, you may want to appoint a safety consultant to help you.</p> <p>D W Shotton retain the services of an external Health &amp; Safety Consultant. The external consultant advises wherever necessary and completes sites regular audits.</p> <p>Director, Dan Shotton is responsible for all D W Shotton Landscape health and safety issues. Dan is IOSH qualified and maintains high levels of health and safety on all our sites.</p> <p>We also use the HSE website, trade journals and industry standards for advice and reference.</p>
1.18	<p>Do you provide Asbestos Awareness Training to your employees, appropriate to their role within the Company, which is in accordance with United Kingdom Asbestos Training Association (UKATA) Category 3 requirements? If so, please provide evidence</p> <p>To date, D W Shotton Landscapes have not had cause to seek Asbestos Awareness Training given the nature of our work. However, if a particular contract highlighted the potential risk of asbestos we would seek the appropriate training or employ the services of a specialised contractor.</p>

2.	Equal Opportunities
*	<p><i>Why do we need to know this?</i></p> <p><i>The equality duties placed on public authorities requires the Council to have due regard to the need to eliminate unlawful discrimination.</i></p> <p><i>We need to ensure all companies that work with Shropshire Council comply with both UK and EU regulations regarding equal opportunities and discrimination law. The Council actively promotes equal opportunities in procurement and partnership.</i></p> <p><i>The Council also needs to ensure that there are no outstanding claims against your organisation regarding discrimination.</i></p> <p><i>Information to help small companies is available at:</i></p>

	<p><i>Equality and Human Rights Commission -</i>  <a href="http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/">http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/</a></p> <p><i>Useful links for guidance &amp; Information -</i>  <a href="http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/guidance-for-small-and-medium-size-businesses/related-links/">http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/guidance-for-small-and-medium-size-businesses/related-links/</a></p>	
2.1	<p>Do you have an Equal Opportunities Policy or statement which complies with your statutory obligation under UK/EU equalities and discrimination legislation (or equivalent legislation and regulations in the countries in which you employ staff) and, accordingly, your practice not to treat one group of people less favourably in relation to race or ethnic origin, disability, gender, sexual orientation, religion or belief or age?</p> <p>- UK/EU equalities and discrimination legislation includes:-</p> <ul style="list-style-type: none"> <li>- Sex Discrimination Act 1975</li> <li>- Equal Pay Acts 1970 and 1983</li> <li>- Race Relations Act 1976</li> <li>- Disability Discrimination Acts 1995 and 2005</li> <li>- Employment Equality (Religion or Belief) Regulations 2003</li> <li>- Employment Equality (Sexual Orientation) Regulations 2003</li> <li>- Human Rights Act 1998</li> <li>- Equality Act 2006</li> </ul>	Enclosed YES
2.2	<p>As a contractor providing a public service on behalf of a local authority, you have a duty to comply with the General Duties of the Disability Equality Duty, Gender Equality Duty and Race Equality Duty as outlined below.</p> <ul style="list-style-type: none"> <li>- Promote equality of opportunity between disabled persons and other persons</li> <li>- Eliminate unlawful harassment and discrimination</li> <li>- Promote positive attitudes towards all people</li> <li>- Encourage participation by disabled people</li> <li>- Take steps to take account of disabled people's disabilities, even where that involves treating disabled people more favourably than other people (recognising that equality of opportunity cannot be achieved simply by treating people with or without disabilities alike).</li> <li>- Take active steps to promote equality of opportunity between men and women when carrying out their functions and activities</li> <li>- To promote good race relations</li> </ul> <p>How do you promote disability equality, gender equality and race equality towards both users and employees as part of your operations?</p> <p>Upon appointment all members of staff receive a full company induction. The induction includes going through all company policies and procedures including the company 'equal opportunities policy'. Each member of staff is made aware of company standards and tolerances.</p> <p>All positions advertised state that DWS are 'equal opportunity employers'. Presently DWS employ a diverse age range of employees, the oldest member of staff (excluding Directors) is in their 50's and the youngest 17. DWS currently employ a 'return to work' employee with disability issues and an apprentice via Walford &amp; North</p>	



	Shropshire College.	
2.3	In the last 3 years, has any claim or finding of unlawful discrimination been made against your organisation by any court?	NO
2.4	If YES to 2.3, please give details.	
2.5	In the last 3 years, has your organisation been the subject of formal investigation by the Equality and Human Rights Commission (or Commission for Racial Equality, the Equality Opportunities Commission and/or the Disability Rights Commission prior to October 2007) on grounds of alleged unlawful discrimination?	NO
2.6	If YES to 2.5, please give details.	
2.7	<p><b>(NB Organisations with less than 5 employees are not required to respond to questions 2.7, 2.8 and 2.9)</b></p> <p>Is your policy on equality and diversity set out?</p> <p>(a) In instructions to those concerned with recruitment, training and promotion?</p> <p>(b) In documents available to employees, recognised trade unions or other representative groups or employees</p> <p>(c) In recruitment advertisements or other literature?</p> <p>Please supply relevant examples of the instructions, documents, recruitment advertisements or other literature.</p> <p>Please tick here if enclosed <input type="checkbox"/></p>	<p>YES</p> <p>YES</p> <p>YES</p>
2.8	Do you endeavour to both eliminate discrimination amongst your workforce, and also promote the diversity of your workforce e.g. do you take steps to encourage people from under-represented groups to apply for jobs or take up training opportunities?	



	<p>Provide evidence of the above.</p> <p>D W Shotton is a small family rural business with an excellent record for staff retention. When opportunities arise for new employees, DWS advertise locally, use the local job centre and carry out a full and fair interview process. As stated in question 2.2 we have a diverse age range of employees.</p>	
2.9	<p>Is it your policy as part of your grievance process to include in that grievance process all complaints relating to race or ethnic origin, disability, gender, sexual orientation, religion or belief, or age. Furthermore, do you include in your grievance process any complaints related to being victimised or harassed as a consequence of bringing a grievance?</p> <p>Provide evidence of the above.</p> <p>In the event of a grievance issue being brought to the attention of the Directors the matter would be fully investigated. However, no evidence is available as to date DWS has not experienced any grievance issues.</p>	
2.10	<p>Organisation with less than 5 employees must confirm below that they will meet the requirements set out in questions 2.7, 2.8 and 2.9 if they increase their number of staff above 5.</p> <p style="text-align: right;">Confirmed</p>	<p>YES/NO</p>

**Section F:**  
**Contract Experience and References**

1.	<b>Contract Experience and References</b>				
1.1	Please list below up to a maximum of 10 similar contracts undertaken by your company in the past 3 years or currently being handled. Any previous Public Sector experience will be of particular interest.				
	Name of Organisation/Company	Contact Name & Address	Value of Contract (£)	Nature of work undertaken	Contract Dates (From – To)
1				Various Landscaping projects including play areas, parks, gardens	2010-2012
2				Installation of play area and landscape improvements	01/03/11
3				Term landscaping contract	-2010
4				Construction of Sportsfield and all associated works	2010
5				Landscaping	May-June 2010
6				Redevelopment of play areas to including	Aug – Oct 2010

	Redevelopment of play areas to including installation of play equipment and planting works	Aug – Oct 2010
	Planting works	01/03/11

(

2.1	<p>Please set out below why you feel your organisation is well placed to undertake this contract. You should include in your answer a brief history of your organisation and details of any previous similar contracts and experience in order to illustrate proven competency for the required works.</p> <p>D W Shotton Landscapes has been established in Shropshire for over 40 years. The company is a family business that employs a direct workforce of all local labour. Our staff are highly skilled, loyal and reliable.</p> <p>D W Shotton Landscapes are known to Shropshire Council having completed successfully many landscaping contracts on their behalf, all of which have been completed on time and within budget.</p> <p>The company operates all its own plant, machinery and transport and the Directors take a personal interest in all environmental matters.</p> <p>In recent years we have carried out term contracts for other local authorities and therefore are familiar with the requirements of this type of contract.</p> <p>The company is mobile, flexible and we believe extremely well placed to provide services to Shropshire Council.</p>
	How many years has your Company been providing Landscaping?
	D W Shotton have been providing landscaping works for over 40 years. Our landscape portfolio is varied and our experience covers both hard and soft landscaping including general planting, to play areas right through to the drainage and complete construction of new sports pitches.
2.3	Please provide details of the individuals who will be involved in undertaking this supply, this should include their relevant qualifications and experience
	<p>Courses attended and qualifications achieved:</p> <p>CITB/CSCS Health &amp; Safety Prometric Test – Operator and Supervisor IOSH Managing Safely NPORS Safety Awareness Course Fire Safety Training</p>

Plant Operator Categories include: Forward Tipping Dumper; Wheeled/Tracked: Excavator 360, Ride on roller, Loading Shovel, Agricultural Tractor, Dumper, Road Roller, Telescopic Handler, Chain Saw.

## **Section G: Accreditations and Skills Level**

<b>1.</b>	<b>Accreditations</b>				
1.1	<p>Please list any professional or trade organisations by which your company is accredited. You should only list those that are relevant to this contract and which will support your application i.e. Association of Professional Landscapers or other approved or EU Equivalent.</p> <p>Please state whether the award belongs to the company or an individual.</p>				
	<b>Name of Awarding Organisation/Body</b>	<b>Level of Accreditation</b>	<b>Date Achieved</b>	<b>Date of Expiry/ Renewal</b>	
	Land Drainage Association	Member			
	CHAS	Accredited Member		January 12 ✓	
	Constructionline	Supplier Member		January 12 ✓	
	Please provide copies of the certificates you have given above or other proof of the qualifications.				Enclosed YES
1.2	<p>Please state any formal quality assurance systems relevant to this contract, which your company operates i.e. (e.g. relevant ISO equivalent) or EU Equivalent.</p>				
	<b>Name of Awarding Organisation/Body</b>	<b>Registration Number</b>	<b>Name of Quality Assurance System</b>	<b>Date Achieved</b>	<b>Date of Expiry/ Renewal</b>
	Please provide copies of the certificates you have given above or other proof of the qualifications.				Enclosed YES/NO



## Section H: Tender Schedule

<b>1.</b>	<b>Pricing Schedule</b>																	
<b>1.1</b>	<p><b>Contract Value</b></p> <p>Please confirm which of the following value of work you wish to be considered for: (Please note: The Contractor must be capable of covering works within the whole range of values listed below)</p> <p>A. Landscaping</p> <div style="display: flex; justify-content: space-between;"> <div> <p>£0 - £2,000 per contract</p> <p>£2,000 - £30,000 per contract</p> </div> <div style="text-align: center;"> <p>Tick as appropriate</p> <p style="font-size: 2em;">?</p> <p style="font-size: 2em;">?</p> </div> </div> <p>B. Please indicate minimum value of work you wish to tender for £...</p> <p><b>2. Day Work Rates inclusive of mileage</b></p> <p>Day Work Rates per hour:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">£</th> <th style="width: 85%;">Operatives Trade</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">.....</td> <td>Supervisor</td> </tr> <tr> <td style="text-align: center;">.....</td> <td>Operative ✓</td> </tr> <tr> <td style="text-align: center;">.....</td> <td>Other</td> </tr> </tbody> </table> <p>Overtime Rates per hour:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">£</th> <th style="width: 85%;">Operatives Trade</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">....</td> <td>Supervisor</td> </tr> <tr> <td style="text-align: center;">....</td> <td>Operative ✓</td> </tr> <tr> <td style="text-align: center;">.....</td> <td>Other</td> </tr> </tbody> </table> <p>Materials: ..... %      Sub Contractors: ..... %</p> <p style="text-align: center;">✓      ✓</p> <p>Please indicate the period for which these rates will be fixed..... years</p>		£	Operatives Trade	.....	Supervisor	.....	Operative ✓	.....	Other	£	Operatives Trade	....	Supervisor	....	Operative ✓	.....	Other
£	Operatives Trade																	
.....	Supervisor																	
.....	Operative ✓																	
.....	Other																	
£	Operatives Trade																	
....	Supervisor																	
....	Operative ✓																	
.....	Other																	



2.	Tender Specification Response								
2.1	<p>Do you hold a current Waste Carrier Certificate? (if yes, please enclose a copy)</p> <p>NO</p>								
2.2	<p>Do you hold a Certificate of Competence for the Control of Pesticides Regulation 1986 (PA1 &amp; PA6)? (if yes, please enclose a copy)</p> <p>YES</p>								
2.3	<p>Have <u>all</u> or some members of your Company staff been through the CRB (Criminal Records Bureau) checking process?</p> <table data-bbox="256 1211 663 1379"> <tbody> <tr> <td>All</td> <td>NO</td> </tr> <tr> <td>Some</td> <td>YES</td> </tr> <tr> <td>Details Enclosed</td> <td>NO</td> </tr> </tbody> </table> <p>Director Dan Shotton has been through CRB checks for Bridgnorth Rugby Club where he is a coach.</p>	All	NO	Some	YES	Details Enclosed	NO		
All	NO								
Some	YES								
Details Enclosed	NO								
2.4	<p>The County is divided into 3 geographic areas – see attached map</p> <p>Please indicate the areas you wish to be considered for:</p> <table data-bbox="424 1682 903 1783"> <thead> <tr> <th>All</th> <th>North</th> <th>Central</th> <th>South</th> </tr> </thead> <tbody> <tr> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </tbody> </table>	All	North	Central	South	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
All	North	Central	South						
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						

Commercially Sensitive Information

2.6	Total number of employees: 
2.7	Total number of employees engaged solely in the provision of landscaping 



Shropshire  
Council

## **Tender Response Document**

### ***ROC 042 (1) LANDSCAPING SERVICES***

Name of TENDERING  
ORGANISATION  
(please insert)

**Groundwork West Midlands**

## Shropshire Council Tender Response Document

### Contract Description:

The contract will consist of a framework arrangement for Landscaping Contractors to work as required at Council properties and those of other external clients in providing landscaping services.

### 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 and require further clarification, please contact: Procurement Manager, Commissioning & Procurement, Shirehall, Abbey Foregate, Shrewsbury, Shropshire, SY2 6ND or via email quoting the contract reference to [procurement@shropshire.gov.uk](mailto:procurement@shropshire.gov.uk)
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 Question 1.1. 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 the **hard copy** of your Tender Response Document.

### Contents

Section	Description	Page
A1	Form of Tender	5
A2	Non-Canvassing Certificate	6
A3	Non-Collusive Tendering Certificate	7
A4	Declaration of Connection with Officers or Elected Members of the Council	8
<b>You must sign all 4 certificates in sections A1 to A4</b>		
B	Applicant Organisation Details	9
C	Financial & Insurance Information	11
D	Outstanding Claims & Contract Terminations	13
E	Health & Safety and Equal Opportunities	14
F	Contract Experience and References	21
G	Accreditations and Skills Level	23
H	Tender Schedule	24

## **Award Criteria**

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

### **Selection Criteria - Pass/Fail Questions**

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

<b>Section / Question No.</b>	<b>Selection Criteria</b>
Section B / Q 1 & 2	Applicant details – For information only
Section C / Q 1 & 2	Adequate Financial Stability & Insurance
Section D / Q1 & 2	Outstanding Claims / County Court Judgements
Section E / Q 1 & 2	Adequate Health & Safety and Equal Opportunities

Section C 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.

Section D Outcome of previous contracts: If in the opinion of the Contracting Authority the nature and level of outstanding claims and previous contract early terminations casts serious doubt on the Applicant's ability to perform this contract, they may be excluded.

Section E Health & Safety and Equalities: If in the opinion of the Contracting Authority the responses in this section are sufficiently poor as to cast serious doubt on the Applicant's abilities to perform this contract safely or to perform this contract with due regard for equalities, they may be excluded.

Section F Experience and References & G Accreditations and Skills Level: If, in the opinion of the Contracting Authority the responses in this section are sufficiently poor as to cast serious doubt on the Applicant's abilities 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. The following award criteria is made up of 'Quality' and 'Price' and shows how each criteria is to be weighted against each other.

Section / Question No.	Award Criteria	Weighting / Max Marks Available
<b>Price 60% (300 marks)</b>		
Section H	Price (question 1)	300 max marks
<b>Total for price</b>		<b>300 max marks</b>
<b>Quality 40% (200 marks)</b>		
Section C	Proportion of business in this supply (question 2.2)	10 max marks
Section F	Qualifications of Individual/Proven Competency/References	130 max marks
Section G	Accreditations & Skills Level	20 max marks
Section H	Resources (questions 2.1, 2.2, 2.6 & 2.7)	40 max marks
<b>Total for quality</b>		<b>200 max marks</b>

### Quality Questions/ Scoring Scheme

Questions within the quality sections shown above will be scored using the following scoring scheme. Each answer from the questions identified below will be given a mark between 0 and 10 with the following meanings:

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 mark for each category will receive the full % available for that category. Other tenders will receive a % that reflects the difference in the marks between those tenders and the tender receiving the highest mark for that category.

#### **Price Evaluation and scoring**

The most competitively priced tender will receive the maximum mark for price being 300. 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.

An Average Daywork Rate will be established  
An average Overtime Rate will be established  
The Materials Mark up will be noted  
The Labour Mark up will be noted

The lowest in each of the above criteria will be awarded full marks for that Section; others will be awarded a pro rata mark based on the ratio of their rate to the lowest rate. The four section marks will then be totalised to provide marks for Cost.

The apportioning of the marks available for the Cost section will be as follows;  
Daywork Rate – 70%  
Overtime Rate – 10%  
Materials Mark up – 10%  
Labour Mark up – 10%

The overall marks will then be ranked

## Section A: 1. Form of Tender

Form of Tender

**Shropshire Council**

Tender for ROC 042(1) Landscaping Services

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 supply of a Landscaping Service at the prices and terms agreed and subject to the terms of the invitation to tender documentation and the General Terms and Conditions, copies of which we have received.

Signed .. ..... Name.... ..

Date ..... 20 JULY 11 .....

Designation ..... Director .....

Company ..... GROUNDWORK WEST MIDLANDS .....

Address ..... GROUNDWORK ENVIRONMENT CENTRE .....

..... DOLTON WAY, TIPTON, WEST MIDLANDS .....

..... Post Code ..... DY4 9AL .....

Tel No ..... 0121 530 5500 ..... Fax No ..... 0121 530 5501 .....

E-mail address ..... wm@groundwork.org.uk .....

Web address ..... www.groundwork.org.uk/wm .....

<b>SHROPSHIRE COUNCIL</b> Legal & Democratic
29 JUL 2011
TENDER No <u>ROC 042(1)</u>
SIGNATURES
<u>W J Thomas</u>
<u>J Gale</u>



**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.

Signed (1) ..... Status..... *Director* .....

Signed (2) ..... Status..... *COMPANY SECRETARY* .....

(For and on behalf of *GROUNDWORK WEST MIDLANDS* )

Date *20 JULY 11* .....

**Section A:**  
**3. Non-Collusive Tendering Certificate**

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.

Signed (1) ..... Status..... *Director* .....

Signed (2) ..... Status..... *COMPANY SECRETARY* .....

(For and on behalf of *GROUNDWORK WEST MIDLANDS* .....

Date *20-JULY-11* .....

**Section A:**  
**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?

Yes / **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.*

Signed (1) ..... Status..... Director .....

Signed (2) ... Status... COMPANY SECRETARY .....

(For and on behalf of GROUNDWORK WEST MIDLANDS .....

Date 20. JULY. 11 .....

## **Section B:** **Applicant Organisation Details**

<b>1.</b>	<b>Applicant Details</b>	
1.1	<p>Name of contracting Company/Organisation: Groundwork West Midlands</p> <p>Address: Groundwork Environment Centre Dolton Way Tipton West Midlands</p> <p>Postcode: DY4 9AL</p> <p>Tel: 0121 530 5500</p> <p>Email: wm@groundwork.org.uk</p>	
1.2	<p>Registered name (if different from above): As above</p> <p>Registered Office Address: As above</p> <p>Postcode: As above</p> <p>Company registration number: 06823225</p>	
1.3	<p>Details of the individual completing this application and to which we may correspond:</p> <p>Name:</p> <p>Job title: Operations Manager (Land)</p> <p>Correspondence Address:</p> <p>Groundwork Environment Centre Dolton Way Tipton West Midlands</p> <p>Postcode: DY4 9AL</p> <p>Tel: 0121 530 5500</p> <p>Email:</p>	
1.4	Type of Organisation (please <u>tick</u> all those appropriate):	
(a)	Sole trader	<input type="checkbox"/>
(b)	Partnership	<input type="checkbox"/>
(c)	Private Limited Company	<input checked="" type="checkbox"/>
(d)	Public Limited Company	<input type="checkbox"/>

(e)	Charity/Social enterprise	X
(f)	Franchise	
(g)	Public Sector Organisation	
1.5	<p>Are you a Small or Medium Sized Enterprise (SME)</p> <p><i>*An SME can be defined as an enterprise which employs fewer than 250 people</i></p> <p>If No, Please confirm you are an enterprise which employs more than 250 people</p>	<p>YES</p> <p>YES/NO</p>

<b>2.</b>	<b>Company History/Background</b>	
2.1	Date Company established: 18 February 2009	
2.2	Is the applicant a subsidiary of another company as defined by the Companies Act 1985?	NO
2.3	<p>If YES to 2.2 give the following details of the Holding/Parent Company:</p> <p>Registered Name:</p> <p>Registered Address:</p> <p>Postcode:</p> <p>Registration Number:</p>	

## Section C: Financial & Insurance Information

<b>1.</b>	<b>Insurance Details</b>	
*	<p><i>Why do we need to know this?</i></p> <p><i>We need to ensure that all of our suppliers have adequate insurance. The Council has set minimum insurance requirements which all companies working with the Council must adhere to.</i></p> <p><i>Please note that on some limited occasions the council may agree to vary these levels dependant on the nature of the contract.</i></p>	
1.1 (a)	Please Confirm that you hold a minimum of £5,000,000 Public Liability Insurance (this is a mandatory requirement)	YES ✓
(b)	<p>Please detail the relevant policy information and state if any conditions or exceptions apply to the policy.</p> <p>Name of Insurance Company      Brit Insurance</p> <p>Date policy taken out              24/05/2011</p> <p>Expiry date of the policy          01/05/2012 ✓</p> <p>Policy number/reference</p> <p>Conditions/Exceptions</p> <p>£10,000,000 Any one occurrence / and in all respect of Products Liability but limited to £5,000,000 in all respects of claims arising out of Physical, Mental or Sexual Abuse</p>	
1.2 (a)	Please confirm that you hold a minimum of £5,000,000 Employer's Liability Insurance (this is a mandatory requirement)	YES ✓
(b)	<p>Please detail the relevant policy information and state if any conditions or exceptions apply to the policy.</p> <p>Name of Insurance Company      Brit Insurance</p> <p>Date policy taken out              <del>24/05/2011</del> 1/5/11</p> <p>Expiry date of the policy          <del>01/05/2012</del> 30/4/2012</p> <p>Policy number/reference</p> <p>Conditions/Exceptions</p> <p>£10,000,000 Any one occurrence including costs and expenses</p>	

.....																							
1.3	Please enclose photocopies of your Certificates of Insurance duly signed as authentic copies of the originals  <b>We have enclosed the letter of insurance from our broker Lucas Fettes and our certificate of Employers Liability. We do not hold a copy of a certificate of Public Liability.</b>  <b>See Appendix 1</b>		Enclosed YES																				
<b>2.</b>	<b>Financial Details</b>																						
*	<p><i>Why do we need to know this?</i></p> <p><i>Financial details are required in order to check that your company has sufficient financial resources to undertake the contract. This information will also ensure that your company is in a stable position and is likely to fulfil the contract for the period required.</i></p> <p><i>How the Council evaluates this information will vary given the nature of the contract to be awarded.</i></p>																						
2.1	<p>Please provide a brief summary of your annual turnover and profit in the last 3 years. <b>(Please insert figures – do not refer to attached accounts)</b>          Also provide copies of your last 3 years audited accounts.          If audited accounts are not available please provide copies of your management accounts</p> <table border="1"> <thead> <tr> <th colspan="3"><u>Company</u></th> <th><u>Account s Enclosed</u></th> </tr> <tr> <th><u>Year</u></th> <th><u>Turnover</u></th> <th><u>Profit(Loss)</u></th> <th></th> </tr> </thead> <tbody> <tr> <td>2007/08</td> <td></td> <td></td> <td>NO</td> </tr> <tr> <td>2008/09</td> <td></td> <td></td> <td>NO</td> </tr> <tr> <td>2009/10</td> <td></td> <td></td> <td>YES</td> </tr> </tbody> </table> <p><b>See Appendix 2 for accounts</b></p> <p>(If exact figures are not available please provide your best estimate of the figures required)</p> <p>As Groundwork West Midlands is a relatively new organisation (formed in November 2009 from the merger of Groundwork Black Country, Groundwork Stoke and Groundwork Coventry), we do not hold accounts prior to 2009/10 as an entity but we have provided accounts relating to our former parent company Groundwork UK prior to November 2009. We have draft accounts for 10/11 as follows:</p>			<u>Company</u>			<u>Account s Enclosed</u>	<u>Year</u>	<u>Turnover</u>	<u>Profit(Loss)</u>		2007/08			NO	2008/09			NO	2009/10			YES
<u>Company</u>			<u>Account s Enclosed</u>																				
<u>Year</u>	<u>Turnover</u>	<u>Profit(Loss)</u>																					
2007/08			NO																				
2008/09			NO																				
2009/10			YES																				

	<p>We also have management information for 2011/2012 as follows:</p>								
2.2	<p>Please show below your company's turnover in the provision of Landscaping, in the last three financial years.  <b>(Please insert figures – do not refer to attached accounts)</b>          As previously stated Groundwork West Midlands was formed in 2009 we are not able to provide figures for the entity prior to 2009-2010. Groundwork Black Country and Groundwork Stoke-on-Trent and Staffordshire were both delivering landscaping prior to this date. The figures below for 07/08 and 08/09 relate to Black Country only.</p> <table border="1"> <thead> <tr> <th><u>Year</u></th> <th>Turnover in relation to Landscaping</th> </tr> </thead> <tbody> <tr> <td>2007/08</td> <td></td> </tr> <tr> <td>2008/09</td> <td></td> </tr> <tr> <td>2009/10</td> <td></td> </tr> </tbody> </table> <p>(If exact figures are not available please provide your best estimate of the figures required)</p>	<u>Year</u>	Turnover in relation to Landscaping	2007/08		2008/09		2009/10	
<u>Year</u>	Turnover in relation to Landscaping								
2007/08									
2008/09									
2009/10									

### **Section D:**

### **Outstanding Claims and Contract Terminations**



<b>1.</b>	<b>Outstanding Claims / County Court Judgements</b>	
1.1	Do you have any outstanding claims, litigations or judgements against your organisation?	NO
1.2	If YES to 1.1 please provide further details.	



2.	Contract Terminations/Deductions
2.1	<p>Please give details of all contracts in the last 3 years which have been terminated early giving the name of the client company/authority, the date of termination and the reasons for termination.</p> <p>None</p>
2.2	<p>Please give details of all fines, penalties or deductions incurred in the last 3 years as a result of non-performance under any contract.</p> <p>None</p>

## Section E: **Health & Safety and Equal Opportunities**

1.	Health & Safety at Work
<p>*</p>	<p><i>Why do we need to know this?</i></p> <p><i>We need to ensure that all companies that work with Shropshire Council are able to operate safely. We assess this by asking questions about arrangements at the contract stage and continue to monitor ongoing performance with all companies working on our behalf.</i></p> <p><i>Health &amp; safety measures do not have to be expensive, time consuming or complicated – especially for smaller companies. In fact, safer and more efficient working practices can save money and greatly improve working conditions for employees. Shropshire Council is committed to promoting safe and proportionate working practices to companies as it recognises the benefits this can bring for companies competing for business both for local authority contracts and elsewhere.</i></p>

	<p>Information to help small companies is available on the Health and Safety Executive's (HSE) website.</p> <p>Health and Safety Executive's website: <a href="http://www.hse.gov.uk/">http://www.hse.gov.uk/</a></p> <p>Looking after your Business: <a href="http://www.hse.gov.uk/business/">http://www.hse.gov.uk/business/</a></p> <p>Getting Started Step-by-step: <a href="http://www.hse.gov.uk/business/must-do.htm">http://www.hse.gov.uk/business/must-do.htm</a></p>	
1.1	<p>Does your organisation have a formal health and safety policy or statement?</p> <p>*(if you employ 5 or more employees you are required to produce a Health and Safety Policy/Statement under the Health &amp; Safety at Work Act 1974)</p> <p>Please tick here if copy enclosed <input checked="" type="checkbox"/></p> <p><b>See Appendix 3</b></p>	<p>YES</p> 
1.2	<p>Do you currently have CHAS Accreditation, and external health and safety accreditation, (Contractors Health and Safety Assessment Scheme) OR and equivalent as mutually recognised underSSIP (Safety Schemes in Procurement)? Accepted certificates:- NHBC, EXOR, SAFE Contractor, SMAS Worksafe, Altius VA, Eurosafe UK, BSI OHSAS – 18001, Safe-T-Cert, FSG-Facilities Services Group &amp; CHAS Accreditation</p>	<p>YES</p>
1.3	<p>If YES to 1.2 please supply the following details as well as a copy of any certificates.</p> <p>Accrediting Organisation: CHAS</p> <p>Reference No: 020 8545 3838 - Verification</p> <p>Date accreditation expires or is to be renewed: 30/11/2012 </p> <p>Please tick here if a copy of certificate attached <input checked="" type="checkbox"/></p> <p><b>See Appendix 4</b></p>	
1.4	<p>Has your company been served with an enforcement notice or been prosecuted in the past 3 years for breaches of health and safety legislation?</p>	<p>NO</p>
1.5	<p>If YES to 1.4 please give details of the prosecution or notice (and what measures you have taken to ensure the issue(s) will not re-occur).</p>	
1.6	<p>Do you routinely carry out Risk Assessments?</p>	<p>YES</p>

1.7	<p>If YES to 1.6 please state what has been assessed. (At certain times, the Council may request copies of risk assessments, safe working procedure, or safety method statements.)</p> <p>We undertake risk assessments, compile method statements and devise safe systems of work for each landscape project we deliver.</p> <p>We also operate a point of work assessment process during the course of a project to ensure that the impact of any day to day changes are taken into account.</p> <p>We undertake COSHH assessments for any hazardous substances to be used on a project.</p>	
1.8	Do you have a health and safety training programme for employees?	YES
1.9	<p>If YES to 1.8 please state what training has been given.</p> <p>Managers are IOSH qualified as a minimum, Supervisors, Charge hands and operatives receive accredited health and safety training when they enter the organisation and refresher courses on a regular basis through the company training plan.</p> <p>Specific additional training requirements are identified through support and supervision meetings with the company operatives and in accordance with the nature of the ongoing contracts. All site staff have the appropriate CSCS cards.</p> <p>RAMS and SSOW are produced for each contract we deliver and these are discussed and amended through point of work risk assessment by the Contracts Manager and Site Supervisor.</p> <p>All operatives sign the RAMS once they have been inducted into the project to demonstrate they have understood the health and safety implications of the project and that they will abide by the RAMS.</p> <p><b>See Appendix 5 for company and land operative health and safety training plans</b></p>	
1.10	Does your company monitor: (a) Accidents (b) Ill health caused by work (c) Health & Safety Performance	YES YES YES
1.11	Does your company have a recognised health & safety management system?	NO
	<p>We do not have an accredited system but we do employ competent external health and safety advisors, have NEBOSH qualified internal staff to manage our health and safety and are registered with Constructionline, CHAS and Achilles UVDB all of whom undertake health and safety systems checks as part of their accreditation process.</p>	

# Commercially Sensitive Information

1.12	<p>Please state how many accidents have been reported to your Enforcing Authority under RIDDOR (The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations) in the last 2 years.</p> <table border="1"> <thead> <tr> <th colspan="2">Total</th> </tr> </thead> <tbody> <tr> <td>No. of accidents reported under RIDDOR last year</td> <td></td> </tr> <tr> <td>No. of accidents reported under RIDDOR this year</td> <td>0</td> </tr> </tbody> </table>	Total		No. of accidents reported under RIDDOR last year		No. of accidents reported under RIDDOR this year	0	
Total								
No. of accidents reported under RIDDOR last year								
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1.13	<p>Does your company consult with employees on health and safety?</p> <p>If YES, please give details below.</p> <p>Through our quarterly Safety, Health and Environment meetings which comprise a cross section of staff from different theme areas.</p> <p>Through the production, reading and signing of RAMS by our staff</p> <p>Through tool-box talks given before and during each project</p> <p>Through the intra-net where changes in health and safety legislation, and information on accidents and incidents are published</p>	YES						
1.14	Will you be using any sub contractors as part of this contract?	YES						
1.15	<p>If YES to 1.14 please give details of who your sub contractors are.</p> <p>We have a number of potential sub-contractors for this project. The choice will depend on the type of work which is required and their individual competencies.</p>							
1.16	<p>If YES to 1.14 how do you ensure they are competent?</p> <p>We operate a competency assessment process, contractors and suppliers will be selected to deliver elements of the project for which Groundwork West Midlands do not have a track record or the in house skills to deliver.</p> <p>We will utilise our Contractor competency assessment procedure to ensure that we comply with the CDM regulations in procurement of third parties. This will be used in conjunction with our financial standing orders and with any requirements on tendering or subletting by the client or funding body.</p> <p>We will carry out reasonable checks on the health and safety competency of contractors, suppliers or consultants prior to their appointment for any works and within this the following aptitudes:</p>							

	<p>Adequate experience Knowledge Information Training Through this we will ensure that they can carry out their works safely- We will assess a series of competency questions on the following subjects: Company size and resources, experience of the works, sub-contracting or own staff, health and safety policy, record and communication Insurances, risk assessment and method statement, the management of health and safety information and accreditations for quality, health and safety and environmental performance. We will ask for references and examples of completed projects which can be visited for verification purposes. We will also check that the client is satisfied with our procurement procedure in advance of the appointment of any sub-contractors or consultants.</p> <p><b>See Appendix 6 for competency questionnaire</b></p>
1.17	<p>Where do you get your competent health and safety advice?</p> <p>To meet your legal responsibilities in 'The Management of Health and Safety at Work Regulations 1999' you must appoint one or more competent people to help you comply with your duties under health and safety law so you can prevent accidents and ill health at work. In practice, you can be that competent person as long as you know enough about what you have to do. If the risks are complex and you do not have access to competent advice in-house, you may want to appoint a safety consultant to help you.</p> <p>We have two external competent health and safety advisors, and two internally qualified NEBOSH managers for advice.</p>
1.18	<p>Do you provide Asbestos Awareness Training to your employees, appropriate to their role within the Company, which is in accordance with United Kingdom Asbestos Training Association (UKATA) Category 3 requirements? If so, please provide evidence</p> <p>Yes</p> <p><b>Please see Appendix 7 for evidence</b></p>

<b>2.</b>	<b>Equal Opportunities</b>
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<p>*</p>	<p><i>Why do we need to know this?</i></p> <p><i>The equality duties placed on public authorities requires the Council to have due regard to the need to eliminate unlawful discrimination.</i></p> <p><i>We need to ensure all companies that work with Shropshire Council comply with both UK and EU regulations regarding equal opportunities and discrimination law. The Council actively promotes equal opportunities in procurement and partnership.</i></p> <p><i>The Council also needs to ensure that there are no outstanding claims against your organisation regarding discrimination.</i></p> <p><i>Information to help small companies is available at:</i></p> <p><i>Equality and Human Rights Commission -</i>  <a href="http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/">http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/</a></p> <p><i>Useful links for guidance &amp; Information -</i>  <a href="http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/guidance-for-small-and-medium-size-businesses/related-links/">http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/guidance-for-small-and-medium-size-businesses/related-links/</a></p>	
<p>2.1</p>	<p>Do you have an Equal Opportunities Policy or statement which complies with your statutory obligation under UK/EU equalities and discrimination legislation (or equivalent legislation and regulations in the countries in which you employ staff) and, accordingly, your practice not to treat one group of people less favourably in relation to race or ethnic origin, disability, gender, sexual orientation, religion or belief or age?</p> <ul style="list-style-type: none"> <li>- UK/EU equalities and discrimination legislation includes:-</li> <li>- Sex Discrimination Act 1975</li> <li>- Equal Pay Acts 1970 and 1983</li> <li>- Race Relations Act 1976</li> <li>- Disability Discrimination Acts 1995 and 2005</li> <li>- Employment Equality (Religion or Belief) Regulations 2003</li> <li>- Employment Equality (Sexual Orientation) Regulations 2003</li> <li>- Human Rights Act 1998</li> <li>- Equality Act 2006</li> </ul> <p><b>See Appendix 8</b></p>	<p>Enclosed YES</p>
<p>2.2</p>	<p>As a contractor providing a public service on behalf of a local authority, you have a duty to comply with the General Duties of the Disability Equality Duty, Gender Equality Duty and Race Equality Duty as outlined below.</p> <ul style="list-style-type: none"> <li>- Promote equality of opportunity between disabled persons and other persons</li> <li>- Eliminate unlawful harassment and discrimination</li> <li>- Promote positive attitudes towards all people</li> <li>- Encourage participation by disabled people</li> <li>- Take steps to take account of disabled people's disabilities, even where that involves treating disabled people more favourably than other people (recognising that equality of opportunity cannot be achieved simply by treating people with or without disabilities alike).</li> <li>- Take active steps to promote equality of opportunity between men and women when carrying out their functions and activities</li> </ul>	

	<p>- To promote good race relations</p> <p>How do you promote disability equality, gender equality and race equality towards both users and employees as part of your operations?</p> <p>Groundwork West Midlands has in place an Equal Opportunities policy which the West Midlands Board requires to be reviewed every six months. Responsibilities for Equal Opportunities and a non-discriminatory approach are at the Board, Director/Manager, Human Resources, Staff Representative group members and Staff level. The importance of Equal Opportunity and Diversity has been integrated into a range of policies and procedures to ensure that staff are made aware of the importance of Equal Opportunities and Diversity from the start of their employment. This continues to be reviewed on an ongoing basis and ensures that Equal Opportunities is not considered a HR Issue but organisational wide.</p> <p>Groundwork West Midlands communicates the importance of Equal Opportunities and Diversity through literature, working practices and upon recruitment of new starters and through their employment. A commitment to Equal Opportunities and Diversity in all working practices is one of the key essential criteria when Groundwork recruits new staff. Groundwork West Midlands maintains equal opportunities workforce monitoring information which is provided to the Board on a quarterly basis. Groundwork has a Diversity Champion on the West Midlands Board who works with the organisation's Staff Representative Group to embed Equal Opportunities and Diversity. Groundwork has also recently invested in an E-Learning package aimed at new staff who are not able to be booked onto a diversity workshop on appointment to ensure they are provided with access to develop introductory knowledge of Equal Opportunities and Diversity issues.</p>	
2.3	In the last 3 years, has any claim or finding of unlawful discrimination been made against your organisation by any court?	NO
2.4	If YES to 2.3, please give details.	
2.5	In the last 3 years, has your organisation been the subject of formal investigation by the Equality and Human Rights Commission (or Commission for Racial Equality, the Equality Opportunities Commission and/or the Disability Rights Commission prior to October 2007) on grounds of alleged unlawful discrimination?	NO
2.6	If YES to 2.5, please give details.	
2.7	<p><b>(NB Organisations with less than 5 employees are not required to respond to questions 2.7, 2.8 and 2.9)</b></p> <p>Is your policy on equality and diversity set out?</p> <p>(a) In instructions to those concerned with recruitment, training and</p>	YES

	<p>promotion?</p> <p>(b) In documents available to employees, recognised trade unions or other representative groups or employees</p> <p>(c) In recruitment advertisements or other literature?</p> <p>Please supply relevant examples of the instructions, documents, recruitment advertisements or other literature.</p> <p>Please tick here if enclosed <input checked="" type="checkbox"/></p> <p><b>See Appendix 9</b></p>	<p>YES</p> <p>YES</p>
2.8	<p>Do you endeavour to both eliminate discrimination amongst your workforce, and also promote the diversity of your workforce e.g. do you take steps to encourage people from under-represented groups to apply for jobs or take up training opportunities?</p> <p>Provide evidence of the above.</p> <p>Groundwork West Midlands is committed to eliminating discrimination amongst the workforce and promoting diversity. Mandatory training is held for all staff to develop staff knowledge of diversity, application to their area of work and how to challenge discriminatory behaviour. In relation to broadening the workforce, Groundwork West Midlands ensures it advertising roles as wide as possible. In the first instance, local press are used and Job Centre Plus are also utilised. Groundwork West Midlands also provides access to training and work for clients who have been unemployed for six months, some of which have gained permanent employment with the organisation.</p> <p><b>See Appendix 9</b></p>	
2.9	<p>Is it your policy as part of your grievance process to include in that grievance process all complaints relating to race or ethnic origin, disability, gender, sexual orientation, religion or belief, or age. Furthermore, do you include in your grievance process any complaints related to being victimised or harassed as a consequence of bringing a grievance?</p> <p>Provide evidence of the above.</p> <p>Groundwork West Midlands has in place a Grievance Policy and Procedure. An exhaustive list is not provide in the policy but a reference is made to the type of issues that can be raised under the policy i.e. Terms and conditions, health and safety, working relationships, new working practices and organisational change. In addition, Groundwork West Midlands has in place an Anti Harassment and Bullying policy to consider issues such as this separately.</p> <p><b>See Appendix 10 for Grievance and Anti Harassment and Bullying policy</b></p>	



2.10	<p>Organisation with less than 5 employees must confirm below that they will meet the requirements set out in questions 2.7, 2.8 and 2.9 if they increase their number of staff above 5.</p> <p style="text-align: right;">Confirmed</p>	YES
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## Section F: Contract Experience and References

<b>1. Contract Experience and References</b>				
1.1	Please list below up to a maximum of 10 similar contracts undertaken by your company in the past 3 years or currently being handled. Any previous Public Sector experience will be of particular interest.			
	<b>Name of Organisation/Company</b>	<b>Contact Name &amp; Address</b>	<b>Value of Contract (£)</b>	<b>Nature of work undertaken</b>
1				<p>A contract for Kier Stoke which is a Joint Venture between Kier and Stoke on Trent City Council carrying out housing stock improvements. The removal of old fencing and shrubbery in Local Authority Housing Stock. The installation of fencing including Close Board incorporating Concrete Post and Gravel Boards to BS1722-5:1999</p> <p>Installation of steel bow top fencing and gates. Re instatement of the property boundaries including clearance work and the removal of 'no mans' land.</p>
2				<p>Groundwork delivered biodiversity enhancements on behalf of British Waterways to 43km of the canal. Improvement works</p>
				<p>Framework year on year contract, have been delivering annual programme since 2008</p>
				<p>December 2006 – December 2008</p>

3	<p>included soft bank protection, creation of Otter holts, woodland management and maintenance, construction and erection of bird and bat boxes, hedge laying, creation and delivery of a community orchard, planting of trees shrubs, submerged and emergent aquatics.</p> <p>By the conclusion of the programme 15 of our short term operatives gained 40 qualifications, with many moving into full time jobs in the environmental sector.</p> <p>This project won awards at the March 2009 BURA awards for both partnership and biodiversity.</p>	<p>October 2008 – June 2010</p> <p>This project involved the consultation, design and delivery on site of 24 Natural play projects within parks across Wolverhampton, funded through the Department of Children Families and Schools. Projects were delivered through the social enterprise whereby local people were employed by Groundwork under competent and</p>
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		trained supervision. This project enabled the employment, training and upskilling of 12 local people. Works included earthworks, design and installation of natural play, play equipment, footpaths, planting, turfing, planting, signage and artwork.	
4		Vegetation management, fencing, towing path replacement, drainage, felling, planting and brick sheeting were delivered to a high standard and within a very limited timescale to approximately 1 mile of the Worcester and Birmingham canal. 4 teams of Land Apprentices delivered the work from boats and on the towing path.	November 2009 – March 2010
5		Felling, thinning, chipping, paths and bridge repairs and remedial works to woodland planting blocks within an urban park setting for biodiversity and community safety purposes. Approximate area of work 3ha.	November 2010 – February 2011
6		Design and Installation of a natural play feature in Wednesbury, Sandwell. Incorporating mounding,	March 2010 - June 2010

		timber equipment, paths and planting	
7		Construction of new car park, paths, fences, gates and woodland management / clearance works	November 2009 – March 2010
8			
9			
10			

2.	
2.1	<p>Please set out below why you feel your organisation is well placed to undertake this contract. You should include in your answer a brief history of your organisation and details of any previous similar contracts and experience in order to illustrate proven competency for the required works.</p> <p>Groundwork in its guises as Black Country, Stoke-on-Trent and Staffordshire and to a lesser extent Solihull and Coventry and Warwickshire developed a positive reputation for the delivery of landscape design and build projects for a large number of clients within the boundaries of the individual trust areas over a period of 10 years up to the point of amalgamation in 2009.</p> <p>Since that time we have been able to standardise our delivery and concentrate our skills base in offering a service across the region from our sites at Tipton and Stoke-on-Trent.</p> <p>We have always prided ourselves on our can do attitude in relation to landscape construction projects and our proactive approach to ensuring positive client communication and relationships throughout the duration of any project, coupled with our excellent health and safety record.</p> <p>We have been a framework contractor to British Waterways since 2007 delivering a vast array of projects of varying scale from single day works to area based regeneration projects lasting over 12 months, but have also worked for all of the local authorities in West Midland conurbation area over the last 5 years.</p> <p>Our primary advantage over other contractors is that our motive for delivering landscape works is driven by our desire for positive social outcomes rather than profit as we are a not-for-profit social enterprise. This enables our clients to claim social outputs as well as benefit from our open book approach to the delivery of landscape works.</p> <p>We work in small independent teams consisting of a supervisor, a charge hand and 4 -6 operatives, all of whom are managed through our experienced contracts managers responsible to the Land Theme Manager.</p> <p>Should we be successful in this PQQ we will be able to offer social outcomes as well as the physical delivery of the landscape projects to a high standard in time and on budget.</p> <p>We actively turn over our operative staff on a 6 -12 monthly basis as we take them into waged positions and give them real work experience, training and mentoring through the contracts we deliver. The key to our success is that we employ permanent experienced supervisors and charge hands to ensure the continuity and skill levels required to deliver a quality project.</p> <p>The land theme management team have amassed considerable experience over the last 10 years in delivery of landscape projects to high standards of health and safety and we feel this is reflected in our accreditations with CHAS, Constructionline and Achilles.</p> <p>Groundwork is also able to draw on other areas of expertise where the demands of a project may require a bespoke approach to a successful outcome. Consequently we can draw on community development workers, landscape architects, youth workers, education workers and business specialists to develop projects which draw in local people as part of their implementation as necessary.</p>
2.2	<p>How many years has your Company been providing Landscaping?</p> <p>Groundwork West Midlands was created in 2009 as a merger between the West Midland Trusts</p>

## Personal Information

	<p>of Groundwork Black Country, Groundwork Stoke-on-Trent and Staffordshire, Groundwork Coventry and Warwickshire, Groundwork in Solihull and the former regional office. Both Groundwork Black Country and Groundwork Stoke-on-Trent were delivering landscape projects prior to the merger date. Groundwork Black Country set up a social enterprise delivery mechanism in 1998 and Groundwork Stoke-on-Trent and Staffordshire developed a similar programme in 2003.</p>												
2.3	<p>Please provide details of the individuals who will be involved in undertaking this supply, this should include their relevant qualifications and experience</p> <p><b>Managerial/Admin &amp; Clerical Staff.</b>            NVQ level 5 in management, Post graduate diploma in Landscape Design and Management, Institute of Environmental Management and Assessment (IEMA) qualified staff.            BS/EN/ISO14001 operational procedures for waste management and asbestos awareness.</p> <p><b>Technical Staff.</b>            Level 3 NVQ in grounds maintenance, and level 2 Health and Safety and First Aid Certificated CDM Planning Supervisor, 1<sup>st</sup> Line Management, Chainsaw CS30/31, PA1&amp;6, asbestos awareness</p> <p><b>Skilled Operatives.</b>            Level 3 NVQ in grounds maintenance, and level 2 Health and Safety and First Aid, Certificated Forestry, Arboriculture, Horticulture, CSCS card holder, Pesticide, 360% tracked excavator, Certificated Streetworks excavation and reinstatement, Emergency preparedness, asbestos awareness</p> <p><b>Unskilled Operatives.</b>            Level 1 landscaping and horticultural skills, basic health and safety, manual handling and abrasive wheels asbestos awareness</p> <table border="1"> <thead> <tr> <th>Name</th><th>Job Title</th><th>Qualifications</th><th>Experience</th></tr> </thead> <tbody> <tr> <td></td><td>Operations Manager Land</td><td>Landscape Architect Diploma, Landscape Design Degree, Executive Management Diploma, Service Financial Efficiency, IOSH qualified.</td><td>Practical management of both technical and manual staff for programmes including Land, Business, Employment, Community development, Youth and Education themes</td></tr> <tr> <td></td><td>Director Commercial Services</td><td>External Verifier NCFE, Green Flag Judge, NDC board director, Mentoring award C26, D11, 7307 FE, Key Skills Delivery, Environmental Management, IOSH, CIEH H&amp;S, Street works excavation &amp;</td><td>7 years managing large land based programmes for JCP and LSC. Board director for New Deal development trust. Previous Training centre manager NACRO NCT. External verifier.</td></tr> </tbody> </table>	Name	Job Title	Qualifications	Experience		Operations Manager Land	Landscape Architect Diploma, Landscape Design Degree, Executive Management Diploma, Service Financial Efficiency, IOSH qualified.	Practical management of both technical and manual staff for programmes including Land, Business, Employment, Community development, Youth and Education themes		Director Commercial Services	External Verifier NCFE, Green Flag Judge, NDC board director, Mentoring award C26, D11, 7307 FE, Key Skills Delivery, Environmental Management, IOSH, CIEH H&S, Street works excavation &	7 years managing large land based programmes for JCP and LSC. Board director for New Deal development trust. Previous Training centre manager NACRO NCT. External verifier.
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# Personal Information

			reinstatement, 1 <sup>st</sup> Aid, RHS Horticulture	
		Contracts Manager	CAATS, Emergency awareness, Spillage, Helmsmanship, Health & Safety, 1 <sup>st</sup> Aid, Aboriculture chemical control	Managing multiple contracts, clerk of works, quality control, Staff management.
		Contracts Co-ordinator	MSc Urban and Regional Planning, BSc Geography.	Assisting with management of multiple contracts and specialising in GIS projects.
		Head of Design	Horticulture degree, Landscape design diploma, NVQ 5 Management, CIPD training	Development and delivery of programme consultation, design and delivery
		Landscape Architect	Landscape Architect Diploma, HNC Graphic design, BA Art & Design with Art History	Large and small scale design projects, master planning and survey work including canal side improvements, brownfield and derelict land development. GIS mapping.
		Facilities Manager Health & Safety Advisor	Advanced RdSAP, Level 3 NAEA Domestic Energy Assessor, Level 4 Management diploma, Equality & Diversity, CIWEM, Practical Environmental Management, Level 3 Road Haulage Operations, Occupational Safety and Health, Child protection	Facilities & Health & Safety management of all sites.
		Contract Manager's Assistant	Site safety, Chainsaw CS30/31, Emergency preparedness, Environmental awareness, Excavators 360%, 1 <sup>st</sup> Aid, Hedgelaying, Step construction, Post & Rail Fencing, Leadership skills,	Assisting with management of multiple contracts.



Personal Information

			Dry stone walling, Environmental studies, CSCS card holder	
		Supervisor	Certificated Forestry, Arboriculture, Horticulture, Pesticide, 360% tracked excavator, mobile elevated platforms chainsaw and harness licenced. Emergency preparedness, Environmental awareness, FLT, Helmsmanship, CSCS card holder, CRB Checked	20 year history of tree care industry, supervisory/trainer responsibility. Project delivery supervision.
		Supervisor	Certificated CDM Planning Supervisor, 1 <sup>st</sup> Line Management, Emergency Preparedness, Environmental Awareness, Chainsaw CS30/31, PA1 &6, Craftmanship, FLT, Health & Safety, Abrasive Wheels, Brushwood Chipper, CSCS card holder, CRB Checked	Supervisory/trainer responsibility. Project delivery supervision.
		Supervisor	Certificated Emergency Preparedness, Environmental Awareness, Chainsaw CS30/31, PA1 &6, Health & Safety, Abrasive Wheels, Brushwood Chipper, Helmsmanship, CSCS card holder, CRB Checked	Supervisory/trainer responsibility. Project delivery supervision.
		Supervisor	Certificated Construction Plant Competence,	Supervisory/trainer responsibility. Project delivery supervision.

Personal Information

			Cable detection, Emergency Preparedness, Environmental Awareness, Chainsaw CS30/31, PA1 &6, Health & Safety, Abrasive Wheels, Brushwood Chipper, Block paving, Slab & Kerb laying, Mini digger, Helmsmanship, CSCS card holder, CRB Checked	
		Supervisor	Certificated Emergency Preparedness, Environmental Awareness, PA1 &6aw, Health & Safety, Abrasive Wheels, Brushwood Chipper, FLT, CSCS card holder, CRB Checked.	Supervisory/trainer responsibility. Project delivery supervision.
		Supervisor	HND Practical Country Estate and conservation management, Diploma Environmental management, Mechanical Engineering and Robotic systems, Mini digger, dumper, Tractor, Chainsaw CS30/31, PA1 &6aw, Woodland Pioneers, Health & Safety, Abrasive Wheels, Brushwood Chipper, Road roller, Slinging, site safety awareness, CSCS card holder, 1 <sup>st</sup> Aid, CRB Checked	Supervisory/trainer responsibility. Project delivery supervision.

--	--

## **Section G: Accreditations and Skills Level**

<b>1.</b>	<b>Accreditations</b>															
1.1	<p>Please list any professional or trade organisations by which your company is accredited. You should only list those that are relevant to this contract and which will support your application i.e. Association of Professional Landscapers or other approved or EU Equivalent.</p> <p>Please state whether the award belongs to the company or an individual.</p> <table border="1" style="width: 100%;"> <thead> <tr> <th style="text-align: center;">Name of Awarding Organisation/Body</th> <th style="text-align: center;">Level of Accreditation</th> <th style="text-align: center;">Date Achieved</th> <th style="text-align: center;">Date of Expiry/Renewal</th> </tr> </thead> <tbody> <tr> <td>Landscape Institute</td> <td>Registered Practice</td> <td>2009</td> <td>31/12/11</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>				Name of Awarding Organisation/Body	Level of Accreditation	Date Achieved	Date of Expiry/Renewal	Landscape Institute	Registered Practice	2009	31/12/11				
Name of Awarding Organisation/Body	Level of Accreditation	Date Achieved	Date of Expiry/Renewal													
Landscape Institute	Registered Practice	2009	31/12/11													
	<p>Please provide copies of the certificates you have given above or other proof of the qualifications.</p> <p><b>See Appendix 11</b></p>			<p>Enclosed YES</p>												
1.2	<p>Please state any formal quality assurance systems relevant to this contract, which your company operates i.e. (e.g. relevant ISO equivalent) or EU Equivalent.</p> <p>We are currently implementing ISO 9001 and expect accreditation before August 2012, we currently operate the following system:</p> <p>Beta+<sup>(TM)</sup> European Foundation for Quality Management (EFQM) Excellence Model</p> <p>This system has been employed by Groundwork UK for all Groundwork Trusts and is</p>															

<p>based on the EQFM model led by the UK Excellence Foundation. Groundwork West Midlands undertakes a beta+ <sup>TM</sup> audit every 12 months and produces an action plan for approval from the Board of Trustees. The BETA tool allows for an annual self assessment to take place covering all of the theme areas, this highlights key strengths and weaknesses.</p> <p>An action plan is produced which filters into the business/operational plan. This allows the organisation to develop review and implement new and effective ways of working.</p> <p>Groundwork was awarded the investor in people award in 2007 for the third time. Staff CPD is a core priority within the trust, this allows staff to develop and experience different models of delivery. Each member of staff has annual appraisals and monthly up-dates. The management structure allows for full support and opportunity to develop in to new and key roles within the trust. Groundwork West Midlands also has ISO14001 accreditation.</p>				
<b>Name of Awarding Organisation/Body</b>	<b>Registration Number</b>	<b>Name of Quality Assurance System</b>	<b>Date Achieved</b>	<b>Date of Expiry/Renewal</b>
Please provide copies of the certificates you have given above or other proof of the qualifications.				NO

### **Section H:** **Tender Schedule**

<b>1.</b>	<b>Pricing Schedule</b>
<b>1.1</b>	<p><b>Contract Value</b></p> <p>Please confirm which of the following value of work you wish to be considered for: (Please note: The Contractor must be capable of covering works within the whole range of values listed below)</p> <p>A. Landscaping</p> <p style="text-align: right;">Tick as appropriate</p> <p>£0 - £2,000 per contract <input type="checkbox"/></p> <p>£2,000 - £30,000 per contract <input type="checkbox"/></p> <p>B. Please indicate minimum value of work you wish to tender for £</p> <p><b>2. Day Work Rates inclusive of mileage</b></p>

Day Work Rates per hour:

£	Operatives Trade
	Supervisor
	Operative ✓
	Charge hand

Overtime Rates per hour:



£	Operatives Trade
	Supervisor
	Operative ✓
	Other

Materials ✓

Sub Contractors ✓

Please indicate the period for which these rates will be fixed

2.	Tender Specification Response
2.1	<p>Do you hold a current Waste Carrier Certificate?</p> <p>Yes</p> <p><b>See Appendix 12</b></p>
2.2	<p>Do you hold a Certificate of Competence for the Control of Pesticides Regulation 1986 (PA1 &amp; PA6)?</p> <p>Yes</p> <p><b>See Appendix 13 for example staff certificates</b></p>

2.3	<p>Have <u>all</u> or some members of your Company staff been through the CRB (Criminal Records Bureau) checking process?</p> <p>All NO</p> <p>Some YES/</p> <p>Details Enclosed NO</p> <p><b>All of the land management, supervisors, charge hands and landscape operatives have been through CRB checking process. If successful details are available</b></p>								
2.4	<p>The County is divided into 3 geographic areas – see attached map</p> <p>Please indicate the areas you wish to be considered for:</p> <table> <tr> <td>All</td> <td>North</td> <td>Central</td> <td>South</td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table>	All	North	Central	South	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
All	North	Central	South						
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
2.6	<p>Total number of employees:</p> <p></p>								
2.7	<p>Total number of employees engaged solely in the provision of landscaping</p> <p></p>								



# **Tender Response Document**

## ***ROC 042 (1) LANDSCAPING SERVICES***

Name of TENDERING  
ORGANISATION  
(please insert)

**MITIE Landscapes Limited**

## Shropshire Council Tender Response Document

### **Contract Description:**

The contract will consist of a framework arrangement for Landscaping Contractors to work as required at Council properties and those of other external clients in providing landscaping services.

### **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 and require further clarification, please contact: Procurement Manager, Commissioning & Procurement, Shirehall, Abbey Foregate, Shrewsbury, Shropshire, SY2 6ND or via email quoting the contract reference to [procurement@shropshire.gov.uk](mailto:procurement@shropshire.gov.uk)
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 Question 1.1. 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 the **hard copy** of your Tender Response Document.

### **Contents**

Section	Description	Page
A1	Form of Tender	5
A2	Non-Canvassing Certificate	6
A3	Non-Collusive Tendering Certificate	7
A4	Declaration of Connection with Officers or Elected Members of the Council	8
<b>You must sign all 4 certificates in sections A1 to A4</b>		
B	Applicant Organisation Details	9
C	Financial & Insurance Information	11
D	Outstanding Claims & Contract Terminations	13
E	Health & Safety and Equal Opportunities	14
F	Contract Experience and References	21
G	Accreditations and Skills Level	23
H	Tender Schedule	24



## **Award Criteria**

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

### **Selection Criteria - Pass/Fail Questions**

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

<b>Section / Question No.</b>	<b>Selection Criteria</b>
Section B / Q 1 & 2	Applicant details – For information only
Section C / Q 1 & 2	Adequate Financial Stability & Insurance
Section D / Q1 & 2	Outstanding Claims / County Court Judgements
Section E / Q 1 & 2	Adequate Health & Safety and Equal Opportunities

Section C 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.

Section D Outcome of previous contracts: If in the opinion of the Contracting Authority the nature and level of outstanding claims and previous contract early terminations casts serious doubt on the Applicant's ability to perform this contract, they may be excluded.

Section E Health & Safety and Equalities: If in the opinion of the Contracting Authority the responses in this section are sufficiently poor as to cast serious doubt on the Applicant's abilities to perform this contract safely or to perform this contract with due regard for equalities, they may be excluded.

Section F Experience and References & G Accreditations and Skills Level: If, in the opinion of the Contracting Authority the responses in this section are sufficiently poor as to cast serious doubt on the Applicant's abilities 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. The following award criteria is made up of 'Quality' and 'Price' and shows how each criteria is to be weighted against each other.

Section / Question No.	Award Criteria	Weighting / Max Marks Available
<b>Price 60% (300 marks)</b>		
Section H	Price (question 1)	300 max marks
<b>Total for price</b>		<b>300 max marks</b>
<b>Quality 40% (200 marks)</b>		
Section C	Proportion of business in this supply (question 2.2)	10 max marks
Section F	Qualifications of Individual/Proven Competency/References	130 max marks
Section G	Accreditations & Skills Level	20 max marks
Section H	Resources (questions 2.1, 2.2, 2.6 & 2.7)	40 max marks
<b>Total for quality</b>		<b>200 max marks</b>

### **Quality Questions/ Scoring Scheme**

Questions within the quality sections shown above will be scored using the following scoring scheme. Each answer from the questions identified below will be given a mark between 0 and 10 with the following meanings:

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>	

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

Form of Tender

**Shropshire Council**

Tender for ROC 042(1) Landscaping Services

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 supply of a Landscaping Service at the prices and terms agreed and subject to the terms of the invitation to tender documentation and the General Terms and Conditions, copies of which we have received.

Signec ..... Name.....

Date ...25<sup>th</sup> July 2011.....

Designation ...Managing Director.....

Company.....MITIE Landscapes Ltd.....

Address ...30 North Luton Industrial Estate, Sedgwick Road, Luton.....

..... Post Code ...LU4 9DT.....

Tel No ...0845 8697919..... Fax No 01582 491615.....

E-mail address .. ..

Web address ...www.mitie.com.....

SHROPSHIRE COUNCIL Legal & Democratic
29 JUL 2011
TENDER No ROC 042(1)
SIGNATURES
W J T Rana
J Gale

<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 mark for each category will receive the full % available for that category. Other tenders will receive a % that reflects the difference in the marks between those tenders and the tender receiving the highest mark for that category.

#### **Price Evaluation and scoring**

The most competitively priced tender will receive the maximum mark for price being 300. 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.

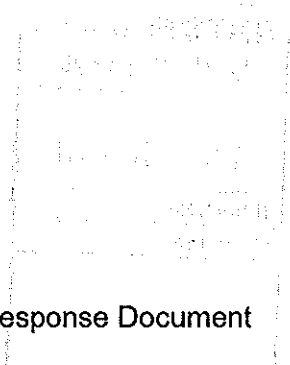
An Average Daywork Rate will be established  
An average Overtime Rate will be established  
The Materials Mark up will be noted  
The Labour Mark up will be noted

The lowest in each of the above criteria will be awarded full marks for that Section; others will be awarded a pro rata mark based on the ratio of their rate to the lowest rate. The four section marks will then be totalised to provide marks for Cost.

The apportioning of the marks available for the Cost section will be as follows;

Daywork Rate – 70%  
Overtime Rate – 10%  
Materials Mark up – 10%  
Labour Mark up – 10%

The overall marks will then be ranked



**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.

Signed (1)

Status: ...Managing Director.....

Signed (2)

Status: Commercial Director

(For and on behalf of ...MITIE Landscapes Limited.....)

Date ...25<sup>th</sup> July 2011.....

**Section A:**  
**3. Non-Collusive Tendering Certificate**

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.

Signed (1)

Status: Managing Director.....

Signed (2) ...

Status: Commercial Director

(For and on behalf of ...MITIE Landscapes Ltd.....)

Date ...25<sup>th</sup> July 2011.....

**Section A:**  
**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.*

Signed (1) .....	Status:...Managing Director ...
Signed (2) ...	Status: Commercial Director
(For and on behalf of ...MITIE Landscapes Ltd.....)	
Date .....25 <sup>th</sup> July 2011.....	

## **Section B:** **Applicant Organisation Details**

1.	Applicant Details															
1.1	<p>Name of contracting Company/Organisation: MITIE Landscapes Ltd</p> <p>Address: 30 North Luton Industrial Estate, Sedgwick Road Luton</p> <p>Postcode: LU4 9DT</p> <p>Tel: 01905 796611</p> <p>Email:   _____</p>															
1.2	<p>Registered name (if different from above):</p> <p>Registered Office Address: 8 Monarch Court, The Brooms, Emerson Green, Bristol</p> <p>Postcode: BS16 7FH</p> <p>Company registration number: 1383623</p>															
1.3	<p>Details of the individual completing this application and to which we may correspond:</p> <p>Name:</p> <p>Job title: Client Support</p> <p>Correspondence Address: 30 North Luton Industrial Estate, Sedgwick Road, Luton</p> <p>Postcode: LU4 9DT</p> <p>Tel: 0845 8697919</p> <p>Email: _____</p>															
1.4	<p>Type of Organisation (please <u>tick</u> all those appropriate):</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;">(a)</td> <td style="width: 80%;">Sole trader</td> <td style="width: 10%; text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>(b)</td> <td>Partnership</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>(c)</td> <td>Private Limited Company</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> <tr> <td>(d)</td> <td>Public Limited Company</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>(e)</td> <td>Charity/Social enterprise</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	(a)	Sole trader	<input type="checkbox"/>	(b)	Partnership	<input type="checkbox"/>	(c)	Private Limited Company	<input checked="" type="checkbox"/>	(d)	Public Limited Company	<input type="checkbox"/>	(e)	Charity/Social enterprise	<input type="checkbox"/>
(a)	Sole trader	<input type="checkbox"/>														
(b)	Partnership	<input type="checkbox"/>														
(c)	Private Limited Company	<input checked="" type="checkbox"/>														
(d)	Public Limited Company	<input type="checkbox"/>														
(e)	Charity/Social enterprise	<input type="checkbox"/>														



(f)	Franchise	
(g)	Public Sector Organisation	
1.5	<p>Are you a Small or Medium Sized Enterprise (SME)  <i>*An SME can be defined as an enterprise which employs fewer than 250 people</i></p> <p>If No, Please confirm you are an enterprise which employs more than 250 people</p>	<p>NO</p> <p>YES</p>

<b>2.</b>	<b>Company History/Background</b>	
2.1	Date Company established: May 1978	
2.2	Is the applicant a subsidiary of another company as defined by the Companies Act 1985?	YES
2.3	<p>If YES to 2.2 give the following details of the Holding/Parent Company:</p> <p>Registered Name: MITIE Group Plc</p> <p>Registered Address: 35 Duchess Road, Rotherglen, Glasgow</p> <p>Postcode: G73 1AU</p> <p>Registration Number: sc19230</p>	

### **Section C:** **Financial & Insurance Information**

<b>1.</b>	<b>Insurance Details</b>	
*	<p><i>Why do we need to know this?</i></p> <p><i>We need to ensure that all of our suppliers have adequate insurance. The Council has set minimum insurance requirements which all companies working with the Council must adhere to.</i></p> <p><i>Please note that on some limited occasions the council may agree to vary these levels dependant on the nature of the contract.</i></p>	
1.1 (a)	Please Confirm that you hold a minimum of £5,000,000 Public Liability Insurance (this is a mandatory requirement)	✓ <b>YES</b>
(b)	<p>Please detail the relevant policy information and state if any conditions or exceptions apply to the policy.</p> <p>Name of Insurance Company      QBE Insurance (Europe) Ltd.....</p> <p>Date policy taken out            1<sup>st</sup> April 2011..... ✓</p> <p>Expiry date of the policy         31<sup>st</sup> March 2012... ✓</p> <p>Policy number/reference                  .....</p> <p>Conditions/Exceptions</p> <p>£10,000 excess.....</p> <p>.....</p>	
1.2 (a)	Please confirm that you hold a minimum of £5,000,000 Employer's Liability Insurance (this is a mandatory requirement)	✓ <b>YES</b>
(b)	<p>Please detail the relevant policy information and state if any conditions or exceptions apply to the policy.</p> <p>Name of Insurance Company      QBE Insurance (Europe) Ltd .....</p> <p>Date policy taken out            1<sup>ST</sup> April 2011..... ✓</p> <p>Expiry date of the policy         31<sup>st</sup> March 2012... ✓</p> <p>Policy number/reference                  .....</p> <p>Conditions/Exceptions</p> <p>£10,000 excess.....</p> <p>.....</p>	

1.3	Please enclose photocopies of your Certificates of Insurance duly signed as authentic copies of the originals	Enclosed YES																				
<b>2.</b>	<b>Financial Details</b>																					
*	<p><i>Why do we need to know this?</i></p> <p><i>Financial details are required in order to check that your company has sufficient financial resources to undertake the contract. This information will also ensure that your company is in a stable position and is likely to fulfil the contract for the period required.</i></p> <p><i>How the Council evaluates this information will vary given the nature of the contract to be awarded.</i></p>																					
2.1	<p>Please provide a brief summary of your annual turnover and profit in the last 3 years. <b>(Please insert figures – do not refer to attached accounts)</b></p> <p>Also provide copies of your last 3 years audited accounts.</p> <p>If audited accounts are not available please provide copies of your management accounts</p> <table border="1"> <thead> <tr> <th colspan="3"><u>Company</u></th> <th><b>Account s Enclosed</b></th> </tr> <tr> <th><u>Year</u></th> <th><u>Turnover</u></th> <th><u>Profit(Loss)</u></th> <th></th> </tr> </thead> <tbody> <tr> <td>2007/08</td> <td></td> <td></td> <td>YES</td> </tr> <tr> <td>2008/09</td> <td></td> <td>..</td> <td>YES</td> </tr> <tr> <td>2009/10</td> <td></td> <td></td> <td>YES</td> </tr> </tbody> </table> <p>(If exact figures are not available please provide your best estimate of the figures required)</p>		<u>Company</u>			<b>Account s Enclosed</b>	<u>Year</u>	<u>Turnover</u>	<u>Profit(Loss)</u>		2007/08			YES	2008/09		..	YES	2009/10			YES
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2008/09		..	YES																			
2009/10			YES																			
2.2	<p>Please show below your company's turnover in the provision of Landscaping, in the last three financial years. <b>(Please insert figures – do not refer to attached accounts)</b></p> <table border="1"> <thead> <tr> <th><u>Year</u></th> <th>Turnover in relation to Landscaping</th> </tr> </thead> <tbody> <tr> <td>2007/08</td> <td>.....</td> </tr> <tr> <td>2008/09</td> <td>.....</td> </tr> <tr> <td>2009/10</td> <td>.....</td> </tr> </tbody> </table> <p>(If exact figures are not available please provide your best estimate of the figures)</p>		<u>Year</u>	Turnover in relation to Landscaping	2007/08	.....	2008/09	.....	2009/10	.....												
<u>Year</u>	Turnover in relation to Landscaping																					
2007/08	.....																					
2008/09	.....																					
2009/10	.....																					



## **Section E:**

### **Health & Safety and Equal Opportunities**

<b>1.</b>	<b>Health &amp; Safety at Work</b>	
*	<p><i>Why do we need to know this?</i></p> <p><i>We need to ensure that all companies that work with Shropshire Council are able to operate safely. We assess this by asking questions about arrangements at the contract stage and continue to monitor ongoing performance with all companies working on our behalf.</i></p> <p><i>Health &amp; safety measures do not have to be expensive, time consuming or complicated – especially for smaller companies. In fact, safer and more efficient working practices can save money and greatly improve working conditions for employees. Shropshire Council is committed to promoting safe and proportionate working practices to companies as it recognises the benefits this can bring for companies competing for business both for local authority contracts and elsewhere.</i></p> <p><i>Information to help small companies is available on the Health and Safety Executive's (HSE) website.</i></p> <p><i>Health and Safety Executive's website: <a href="http://www.hse.gov.uk/">http://www.hse.gov.uk/</a></i></p> <p><i>Looking after your Business: <a href="http://www.hse.gov.uk/business/">http://www.hse.gov.uk/business/</a></i></p> <p><i>Getting Started Step-by-step: <a href="http://www.hse.gov.uk/business/must-do.htm">http://www.hse.gov.uk/business/must-do.htm</a></i></p>	
1.1	<p>Does your organisation have a formal health and safety policy or statement?</p> <p>*(if you employ 5 or more employees you are required to produce a Health and Safety Policy/Statement under the Health &amp; Safety at Work Act 1974)</p> <p>Please tick here if copy enclosed <input checked="checked" type="checkbox"/></p>	YES
1.2	<p>Do you currently have CHAS Accreditation, and external health and safety accreditation, (Contractors Health and Safety Assessment Scheme) OR and equivalent as mutually recognised under SSIP (Safety Schemes in Procurement)? Accepted certificates:- NHBC, EXOR, SAFE Contractor, SMAS Worksafe, Altius VA, Eurosafe UK, BSI OHSAS – 18001, Safe-T-Cert, FSG-Facilities Services Group &amp; CHAS Accreditation</p>	YES
1.3	<p>If YES to 1.2 please supply the following details as well as a copy of any certificates.</p> <p>Accrediting Organisation: CHAS, SAFEcontractor, BS OHSAS 1881:2007</p> <p>Reference No: 020 8545 3838, GN00175466, H1243/5</p>	

	Date accreditation expires or is to be renewed: 18/02/2012, 16/12/2011, 27/05/2012 Please tick here if a copy of certificate attached <input checked="checked" type="checkbox"/>	
1.4	Has your company been served with an enforcement notice or been prosecuted in the past 3 years for breaches of health and safety legislation?	NO
1.5	If YES to 1.4 please give details of the prosecution or notice (and what measures you have taken to ensure the issue(s) will not re-occur).	
1.6	Do you routinely carry out Risk Assessments?	YES
1.7	If YES to 1.6 please state what has been assessed. (At certain times, the Council may request copies of risk assessments, safe working procedure, or safety method statements.)  All work activity requires a risk assessment to be carried out prior to the work commencing. This is to enable effective planning, resource allocation and where necessary, training and monitoring arrangements to be put in place. This should be part of the overall management process for any project or task.  We also have Risk Assessments and Method Statements for the following: Lone Workers, Manual Handling, Litter picking, Hand Tools, Using a Blower, Hedge cutter Strimmers, Using Rotary Mowers and the use of Herbicides. All of which are reviewed on an annual basis.	
1.8	Do you have a health and safety training programme for employees?	YES
1.9	If YES to 1.8 please state what training has been given.  All our staff are given full Health and Safety Training of all equipment and site specific Health and Safety Training prior to starting on the contract. Every member of staff will then have a training plan and matrix which is updated throughout the year and as and when additional training is required.	
1.10	Does your company monitor: (a) Accidents (b) Ill health caused by work (c) Health & Safety Performance	YES YES YES
1.11	Does your company have a recognised health & safety management system?	YES
	Please give details below:	

	MITIE Landscapes have been accredited and work to NQA BS OHSAS 18001:2007							
1.12	<p>Please state how many accidents have been reported to your Enforcing Authority under RIDDOR (The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations) in the last 2 years.</p> <table border="1"> <thead> <tr> <th colspan="2">Total</th> </tr> </thead> <tbody> <tr> <td>No. of accidents reported under RIDDOR last year</td> <td></td> </tr> <tr> <td>No. of accidents reported under RIDDOR this year</td> <td></td> </tr> </tbody> </table>	Total		No. of accidents reported under RIDDOR last year		No. of accidents reported under RIDDOR this year		
Total								
No. of accidents reported under RIDDOR last year								
No. of accidents reported under RIDDOR this year								
1.13	<p>Does your company consult with employees on health and safety?</p> <p>If YES, please give details below.</p> <p>MITIE hold regular Health &amp; Safety Forums and training courses for all employees, we also send communication bulletins via email and post to all employees who do not have access to computers. We have a company intranet where all new Health &amp; Safety information is posted and a communication email sent out advising all employees.</p>	YES						
1.14	Will you be using any sub contractors as part of this contract?	NO						
1.15	If YES to 1.14 please give details of who your sub contractors are.							
1.16	If YES to 1.14 how do you ensure they are competent?							
1.17	<p>Where do you get your competent health and safety advice?</p> <p>To meet your legal responsibilities in 'The Management of Health and Safety at Work Regulations 1999' you must appoint one or more competent people to help you comply with your duties under health and safety law so you can prevent accidents and ill health at work. In practice, you can be that competent person as long as you know enough about what you have to do. If the risks are complex and you do not have access to competent advice in-house, you may want to appoint a safety consultant to help you.</p> <p>MITIE Landscapes obtain our competent Health &amp; Safety advise from our Quality, Health &amp; Safety Manager [REDACTED] who has a team of staff who are Health &amp; Safety trained and attend sites to do audits and hold Health &amp; Safety forums and</p>							

	training courses for all employees
1.18	<p>Do you provide Asbestos Awareness Training to your employees, appropriate to their role within the Company, which is in accordance with United Kingdom Asbestos Training Association (UKATA) Category 3 requirements? If so, please provide evidence</p> <p>No MITIE Landscapes do not deal with Asbestos</p>

2.	Equal Opportunities	
*	<p><i>Why do we need to know this?</i></p> <p><i>The equality duties placed on public authorities requires the Council to have due regard to the need to eliminate unlawful discrimination.</i></p> <p><i>We need to ensure all companies that work with Shropshire Council comply with both UK and EU regulations regarding equal opportunities and discrimination law. The Council actively promotes equal opportunities in procurement and partnership.</i></p> <p><i>The Council also needs to ensure that there are no outstanding claims against your organisation regarding discrimination.</i></p> <p><i>Information to help small companies is available at:</i></p> <p><i>Equality and Human Rights Commission -</i>  <a href="http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/">http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/</a></p> <p><i>Useful links for guidance &amp; Information -</i>  <a href="http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/guidance-for-small-and-medium-size-businesses/related-links/">http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/guidance-for-small-and-medium-size-businesses/related-links/</a></p>	
2.1	<p>Do you have an Equal Opportunities Policy or statement which complies with your statutory obligation under UK/EU equalities and discrimination legislation (or equivalent legislation and regulations in the countries in which you employ staff) and, accordingly, your practice not to treat one group of people less favourably in relation to race or ethnic origin, disability,</p>	Enclosed YES



	<p>gender, sexual orientation, religion or belief or age?</p> <ul style="list-style-type: none"> <li>- UK/EU equalities and discrimination legislation includes:-</li> <li>- Sex Discrimination Act 1975</li> <li>- Equal Pay Acts 1970 and 1983</li> <li>- Race Relations Act 1976</li> <li>- Disability Discrimination Acts 1995 and 2005</li> <li>- Employment Equality (Religion or Belief) Regulations 2003</li> <li>- Employment Equality (Sexual Orientation) Regulations 2003</li> <li>- Human Rights Act 1998</li> <li>- Equality Act 2006</li> </ul>	
2.2	<p>As a contractor providing a public service on behalf of a local authority, you have a duty to comply with the General Duties of the Disability Equality Duty, Gender Equality Duty and Race Equality Duty as outlined below.</p> <ul style="list-style-type: none"> <li>- Promote equality of opportunity between disabled persons and other persons</li> <li>- Eliminate unlawful harassment and discrimination</li> <li>- Promote positive attitudes towards all people</li> <li>- Encourage participation by disabled people</li> <li>- Take steps to take account of disabled people's disabilities, even where that involves treating disabled people more favourably than other people (recognising that equality of opportunity cannot be achieved simply by treating people with or without disabilities alike).</li> <li>- Take active steps to promote equality of opportunity between men and women when carrying out their functions and activities</li> <li>- To promote good race relations</li> </ul> <p>How do you promote disability equality, gender equality and race equality towards both users and employees as part of your operations?</p> <p>MITIE Landscapes have a Equality and Diversity Policy which is communicated to all our employees. The policy is in the Employees Handbook and also on the MITIE Intranet we also provide awareness training and guidance to all employees and managers to ensure MITIE's commitment to diversity is known and understood. This will be achieved mainly through e-Induction, Managers Guide training and our Employee Handbook</p> <p>We are committed to promoting equality, eliminating discrimination and encouraging diversity amongst our workforce. Our aim is to ensure that no job applicant or employee receives less favourable treatment on the grounds of sex, race, marital status or civil partnership status, any gender re-assignment, religious belief, sexual orientation or disability, part-time or fixed-term work, or age</p> <p>All of our employees are aware of these policies and have a duty to implement them to ensure that all employees are afforded equality in recruitment, training and promotion.</p> <p>We do not condone any discriminatory act or attitude in the conduct of our business with the public or our employees. Acts of discrimination or harassment are disciplinary offences</p>	
2.3	<p>In the last 3 years, has any claim or finding of unlawful discrimination been made against your organisation by any court?</p>	NO

2.4	If YES to 2.3, please give details.	
2.5	In the last 3 years, has your organisation been the subject of formal investigation by the Equality and Human Rights Commission (or Commission for Racial Equality, the Equality Opportunities Commission and/or the Disability Rights Commission prior to October 2007) on grounds of alleged unlawful discrimination?	NO
2.6	If YES to 2.5, please give details.	
2.7	<p><b>(NB Organisations with less than 5 employees are not required to respond to questions 2.7, 2.8 and 2.9)</b></p> <p>Is your policy on equality and diversity set out?</p> <p>(a) In instructions to those concerned with recruitment, training and promotion?</p> <p>(b) In documents available to employees, recognised trade unions or other representative groups or employees</p> <p>(c) In recruitment advertisements or other literature?</p> <p>Please supply relevant examples of the instructions, documents, recruitment advertisements or other literature.</p> <p>Please tick here if enclosed <input checked="checked" type="checkbox"/></p>	<p>YES</p> <p>YES</p> <p>YES</p>
2.8	<p>Do you endeavour to both eliminate discrimination amongst your workforce, and also promote the diversity of your workforce e.g. do you take steps to encourage people from under-represented groups to apply for jobs or take up training opportunities?</p> <p>Provide evidence of the above.</p> <p>MITIE do take steps to encourage people from under-represented groups to apply for any jobs or training opportunities that we have available.</p> <p>MITIE as a group hold a Diversity Week which is held in March of every year and for the second year running we have maintained the Silver Award for Diversity</p> <p>All MITIES vacancies are advertised within the local communities as it is part of our policy to employ local people. All applicants who apply, are assessed on their experience and qualifications and no persons will be discriminated against as we strictly adhere to our Equality &amp; Diversity Policy.</p> <p>All our training courses, vacancies and promotional opportunities are advertised on our</p>	

	MITIE do not condone any discriminatory act or attitude in the conduct of our business with the public or our employees. Acts of discrimination or harassment are disciplinary offences	
2.9	<p>Is it your policy as part of your grievance process to include in that grievance process all complaints relating to race or ethnic origin, disability, gender, sexual orientation, religion or belief, or age. Furthermore, do you include in your grievance process any complaints related to being victimised or harassed as a consequence of bringing a grievance?</p> <p>Provide evidence of the above.</p> <p>Please see attachments E2.9 enclosed</p>	
2.10	<p>Organisation with less than 5 employees must confirm below that they will meet the requirements set out in questions 2.7, 2.8 and 2.9 if they increase their number of staff above 5.</p> <p>Confirmed</p>	YES/NO



## **Section F:**

### **Contract Experience and References**

<b>1. Contract Experience and References</b>				
1.1	Please list below up to a maximum of 10 similar contracts undertaken by your company in the past 3 years or currently being handled. Any previous Public Sector experience will be of particular interest.			
	<b>Name of Organisation/Company</b>	<b>Contact Name &amp; Address</b>	<b>Value of Contract (£)</b>	<b>Nature of work undertaken</b>
1				Maintenance of shrubs, treatment of weeds, grass cutting, hedge maintenance, Tree maintenance & Litter picking
2				Provision of wide range of grounds maintenance services; grassed areas, planted areas, hedges, maintenance of hard landscaped areas, inspection and maintenance of trees and arboriculture, maintenance and inspection of play areas, cleansing of specified garage sites, parking and service areas and soft landscaped areas, weed control and graffiti removal.
3				Provision of wide ranging grounds maintenance services; grassed areas, planted areas, hedges, hard landscaped areas, inspection and maintenance
				2009 – on going
				2009 – on going
				2007 - 2012

				of trees and arboriculture, maintenance and inspection of play areas, cleansing of specified garage sites, and soft landscaped areas, weed control and graffiti removal.	
4				Maintenance of Grass Cutting, Shrub Beds, Hard Surfaces, Bedding, Litter & Leaf Clearance, Tree Work and Sports Pitches	1996 - 2012
5				Maintenance of Grass Cutting, Shrub Beds, Hard Surfaces, Flower Beds, Litter & Leaf Clearance	2005 – on-going
6				Maintenance of Grass Cutting, Shrub Beds, Hard Surfaces, Flower Beds, Litter & Leaf Clearance	2007 – on-going
7				Maintenance of Grass Cutting, Flower Beds & Litter picking	2005 – on-going
8				Maintenance of shrubs, treatment of weeds, grass cutting, hedge maintenance, Tree maintenance & Litter picking	2002 – on-going
9				Provision of wide ranging grounds maintenance services; grassed areas, maintenance of planted areas, maintenance of hedges, hard landscaped areas, weed control, litter	2005 – on-going








2.	
2.1	<p>Please set out below why you feel your organisation is well placed to undertake this contract. You should include in your answer a brief history of your organisation and details of any previous similar contracts and experience in order to illustrate proven competency for the required works.</p> <p>As a national landscape maintenance company specialising in the provision of external and internal horticultural services for 32 years, MITIE Landscapes Limited possess the capabilities and resources to develop, manage and deliver landscape-based solutions and work in partnership with customers to reduce costs and risks whilst improving flexibility and quality.</p> <p>The Company provides the following core services;</p> <p>Grass cutting - Fine Turf care Shrub bed maintenance -Weed control - Arboriculture - Litter collection - Sweeping - Litter bin emptying - Gully cleaning - Gritting/installing grit bins/snow clearance - Landscape upgrades - Fencing/paving repairs - Sign cleaning and maintenance - Immediate Incident reports - Annual site reporting - Tree reports - Environmental Audits including Ecological and Habitat surveys - Landscape improvement reports</p> <p>Over many years we have been successfully delivering grounds maintenance services within both the public and commercial sectors.</p> <p>We can demonstrate our ability and capacity to undertake the work within some challenging environments by reference to our current list of contracts and clients.</p> <p>By successfully delivering grounds maintenance services, we have assisted many of our clients to realise the benefits of our approach to partnering and innovation, notably;</p> <p>Cost efficiencies - Service quality improvements - Increased customer satisfaction</p> <p>Grounds maintenance services are supplied to public sector trusts, Police authorities and commercial companies, with many long standing relationships formed through superior service standards and cost effective delivery. Some of our long standing customers are:</p> <div data-bbox="245 1391 1417 1554" style="background-color: black; height: 73px; width: 100%;"></div> <p>In view of the above we feel that MITIE Landscapes Limited do have the experience, qualifications and skill to fulfil all your requirements to a very high standard we also believe that we can work together as a team to build a very good working relationship to provide the service you require.</p>
2.2	<p>How many years has your Company been providing Landscaping?</p> <p>33 years</p>

2.3	<p>Please provide details of the individuals who will be involved in undertaking this supply, this should include their relevant qualifications and experience</p> <p>Service Manager: Qualifications: HND Horticulture/degree in related subject, Experience: 5-10 years in similar role Role: Contract planning and administration; contract values and costs; contractor and supplier management; client liaison and development; contract reviews; environmental processes including recycling and safe disposal of waste; budget reviews; health and safety.</p> <p>Service Supervisor: Qualifications: Nat.Cert. Horticulture / NEBBS / NVQ 3 / HNC/ BTEC National Experience: 3-5yrs in similar role Role: Execution of work on site; liaising daily with the client and Regional Contract Manager; ensuring that work is completed on time, to the quality and standard required; Ordering and maintenance of equipment; materials ordering; site safety; delivering the clients' complete satisfaction.</p> <p>Operatives- Charge hand / Skilled / semi-skilled, Qualifications: Trained to NVQ 2 Experience: 2 Years previous experience in grounds maintenance. Role: Carrying out the various landscaping on site; Reporting any 'site reports/issues on site to the admin staff and to their managers</p>
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## **Section G:** **Accreditations and Skills Level**

<b>1.</b>	<b>Accreditations</b>		
1.1	<p>Please list any professional or trade organisations by which your company is accredited. You should only list those that are relevant to this contract and which will support your application i.e. Association of Professional Landscapers or other approved or EU Equivalent.</p> <p>Please state whether the award belongs to the company or an individual.</p>		
	<b>Name of Awarding Organisation/Body</b>	<b>Level of Accreditation</b>	<b>Date Achieved</b>
	BALI		01/04/11
			31/03/12

	Please provide copies of the certificates you have given above or other proof of the qualifications.				Enclosed YES
1.2	Please state any formal quality assurance systems relevant to this contract, which your company operates i.e. (e.g. relevant ISO equivalent) or EU Equivalent.				
	<b>Name of Awarding Organisation/Body</b>	<b>Registration Number</b>	<b>Name of Quality Assurance System</b>	<b>Date Achieved</b>	<b>Date of Expiry/ Renewal</b>
	NQA		ISO 9001:2008	22/02/94	20/4/13
	Please provide copies of the certificates you have given above or other proof of the qualifications.				Enclosed YES

### Section H: Tender Schedule

<b>1.</b>	<b>Pricing Schedule</b>								
1.1	<p><b>Contract Value</b></p> <p>Please confirm which of the following value of work you wish to be considered for: (Please note: The Contractor must be capable of covering works within the whole range of values listed below)</p> <p>A. Landscaping <span style="float: right;">Tick as appropriate</span></p> <p>£0 - £2,000 per contract</p> <p>£2,000 - £30,000 per contract</p> <p>B. Please indicate minimum value of work you wish to tender for £ .....</p> <p><b>2. Day Work Rates inclusive of mileage</b></p> <p>Day Work Rates per hour:</p> <table border="1" style="width: 100%;"> <thead> <tr> <th>£</th> <th>Operatives Trade</th> </tr> </thead> <tbody> <tr> <td>...</td> <td>Supervisor</td> </tr> <tr> <td>...</td> <td>Operative ✓</td> </tr> <tr> <td>..</td> <td>Other</td> </tr> </tbody> </table>	£	Operatives Trade	...	Supervisor	...	Operative ✓	..	Other
£	Operatives Trade								
...	Supervisor								
...	Operative ✓								
..	Other								



Overtime Rates per hour:	
£	Operatives Trade
...	Supervisor
...	Operative ✓
...	Other

Materials: .... % ✓      Sub Contractors:.. % ✓

Please indicate the period for which these rates will be fixed..... years

<b>2.</b>	<b>Tender Specification Response</b>
2.1	<p>Do you hold a current Waste Carrier Certificate? (if yes, please enclose a copy)</p> <p>YES – see attachment 2.1</p>
2.2	<p>Do you hold a Certificate of Competence for the Control of Pesticides Regulation 1986 (PA1 &amp; PA6)? (if yes, please enclose a copy)</p> <p>YES – See attachment 2.2</p>
2.3	<p>Have <u>all</u> or some members of your Company staff been through the CRB (Criminal Records Bureau) checking process?</p> <p>All                                      NO</p> <p>Some                                      YES</p> <p>Details Enclosed                      NO</p>

Commercially Sensitive Information

2.4	<p>The County is divided into 3 geographic areas – see attached map</p> <p>Please indicate the areas you wish to be considered for:</p> <table><tr><td>All</td><td>North</td><td>Central</td><td>South</td></tr><tr><td>✓</td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr></table>	All	North	Central	South	✓	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
All	North	Central	South						
✓	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
2.6	<p>Total number of employees:</p> <p></p>								
2.7	<p>Total number of employees engaged solely in the provision of landscaping</p> <p></p>								

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## **Tender Response Document**

### ***ROC 042 (1) LANDSCAPING SERVICES***

Name of TENDERING  
ORGANISATION  
(please insert)

**P & W Maintenance Contracting Ltd.**

## Shropshire Council Tender Response Document

### Contract Description:

The contract will consist of a framework arrangement for Landscaping Contractors to work as required at Council properties and those of other external clients in providing landscaping services.

### 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 and require further clarification, please contact: Procurement Manager, Commissioning & Procurement, Shirehall, Abbey Foregate, Shrewsbury, Shropshire, SY2 6ND or via email quoting the contract reference to [procurement@shropshire.gov.uk](mailto:procurement@shropshire.gov.uk)
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 Question 1.1. 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 the **hard copy** of your Tender Response Document.

### Contents

Section	Description	Page
A1	Form of Tender	5
A2	Non-Canvassing Certificate	6
A3	Non-Collusive Tendering Certificate	7
A4	Declaration of Connection with Officers or Elected Members of the Council	8
<b>You must sign all 4 certificates in sections A1 to A4</b>		
B	Applicant Organisation Details	9
C	Financial & Insurance Information	11
D	Outstanding Claims & Contract Terminations	13
E	Health & Safety and Equal Opportunities	14
F	Contract Experience and References	21
G	Accreditations and Skills Level	23
H	Tender Schedule	24



## **Award Criteria**

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

### **Selection Criteria - Pass/Fail Questions**

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

<b>Section / Question No.</b>	<b>Selection Criteria</b>
Section B / Q 1 & 2	Applicant details – For information only
Section C / Q 1 & 2	Adequate Financial Stability & Insurance
Section D / Q1 & 2	Outstanding Claims / County Court Judgements
Section E / Q 1 & 2	Adequate Health & Safety and Equal Opportunities

Section C 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.

Section D Outcome of previous contracts: If in the opinion of the Contracting Authority the nature and level of outstanding claims and previous contract early terminations casts serious doubt on the Applicant's ability to perform this contract, they may be excluded.

Section E Health & Safety and Equalities: If in the opinion of the Contracting Authority the responses in this section are sufficiently poor as to cast serious doubt on the Applicant's abilities to perform this contract safely or to perform this contract with due regard for equalities, they may be excluded.

Section F Experience and References & G Accreditations and Skills Level: If, in the opinion of the Contracting Authority the responses in this section are sufficiently poor as to cast serious doubt on the Applicant's abilities 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. The following award criteria is made up of 'Quality' and 'Price' and shows how each criteria is to be weighted against each other.

Section / Question No.	Award Criteria	Weighting / Max Marks Available
<b>Price 60% (300 marks)</b>		
Section H	Price (question 1)	300 max marks
<b>Total for price</b>		<b>300 max marks</b>
<b>Quality 40% (200 marks)</b>		
Section C	Proportion of business in this supply (question 2.2)	10 max marks
Section F	Qualifications of Individual/Proven Competency/References	130 max marks
Section G	Accreditations & Skills Level	20 max marks
Section H	Resources (questions 2.1, 2.2, 2.6 & 2.7)	40 max marks
<b>Total for quality</b>		<b>200 max marks</b>

### **Quality Questions/ Scoring Scheme**

Questions within the quality sections shown above will be scored using the following scoring scheme. Each answer from the questions identified below will be given a mark between 0 and 10 with the following meanings:

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 mark for each category will receive the full % available for that category. Other tenders will receive a % that reflects the difference in the marks between those tenders and the tender receiving the highest mark for that category.

#### **Price Evaluation and scoring**

The most competitively priced tender will receive the maximum mark for price being 300. 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.

An Average Daywork Rate will be established  
An average Overtime Rate will be established  
The Materials Mark up will be noted  
The Labour Mark up will be noted

The lowest in each of the above criteria will be awarded full marks for that Section; others will be awarded a pro rata mark based on the ratio of their rate to the lowest rate. The four section marks will then be totalised to provide marks for Cost.

The apportioning of the marks available for the Cost section will be as follows;

Daywork Rate – 70%  
Overtime Rate – 10%  
Materials Mark up – 10%  
Labour Mark up – 10%

The overall marks will then be ranked

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

<u>Form of Tender</u>	
<b>Shropshire Council</b> Tender for ROC 042(1) Landscaping Services	
<p>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 supply of a Landscaping Service at the prices and terms agreed and subject to the terms of the invitation to tender documentation and the General Terms and Conditions, copies of which we have received.</p>	
Signed	Name .....
Date .....25 <sup>th</sup> July 2011.....	
Designation .....Managing Director.....	
Company.....P & W Maintenance Contracting Ltd.....	
Address .....Weston Farm, Weston Lane, .....	
.....Oswestry.....	
.....Shropshire.....	
Post Code SY19 9ER.....	
Tel No ...01691 656600.....	Fax No ...01691 680274.....
E-mail address ...info@p-wcontracting.co.uk .....	
Web address .....www.p-wcontracting.co.uk.....	

SHROPSHIRE COUNCIL Legal & Democratic
29 JUL 2011
TENDER No ROC042(1)
SIGNATURES
W J Thomas
J Bale

**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.

Signed (1)

Status...**Managing Director**.....

Signed (2)

.....

Status.....**Business Manager**.....

(For and on behalf of ..... **P & W Maintenance Contracting Ltd**.....)

Date ..... **25<sup>th</sup> July 2011**.....

**Section A:**  
**3. Non-Collusive Tendering Certificate**

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.

Signed (1)

Status...**Managing Director**.....

Signed (2) ..

..... Status...**Business Manager**.....

(For and on behalf of ...P & W Maintenance contracting Ltd.....)

Date .....25<sup>th</sup> July 2011.....

**Section A:**

**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?

**Yes / 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.*

Signed (1

Status...Managing Director.....

Signed (2

Status.....Business Manager.....

(For and on behalf of .....P & W Maintenance Contracting Ltd.....)

Date .....25<sup>th</sup> July 2011.....

## **Section B:** **Applicant Organisation Details**

<b>1.</b>	<b>Applicant Details</b>	
1.1	<p>Name of contracting Company/Organisation: <b>P &amp; W Maintenance Contracting Ltd.</b></p> <p>Address: <b>Weston Farm, Weston Lane, Oswestry, Shropshire</b></p> <p>Postcode: <b>SY10 9ER</b></p> <p>Tel: <b>01691 656600</b></p> <p>Email:</p>	
1.2	<p>Registered name (if different from above):</p> <p>Registered Office Address: <b>Lower House Farm, Deytheur, Llansantffraid, Powys</b></p> <p>Postcode: <b>SY22 6TE</b></p> <p>Company registration number: <b>2379807</b></p>	
1.3	<p>Details of the individual completing this application and to which we may correspond:</p> <p>Name:</p> <p>Job title: <b>Marketing Co Ordinator</b></p> <p>Correspondence Address: <b>Weston Farm, Weston Lane, Oswestry, Shropshire</b></p> <p>Postcode: <b>SY10 9ER</b></p> <p>Tel: <b>01691 684034</b></p> <p>Email:</p>	
1.4	Type of Organisation (please <u>tick</u> all those appropriate):	
(a)	Sole trader	<input type="checkbox"/>
(b)	Partnership	<input type="checkbox"/>
(c)	Private Limited Company	<input checked="" type="checkbox"/>
(d)	Public Limited Company	<input type="checkbox"/>
(e)	Charity/Social enterprise	<input type="checkbox"/>



(f)	Franchise	
(g)	Public Sector Organisation	
1.5	<p>Are you a Small or Medium Sized Enterprise (SME)  <i>*An SME can be defined as an enterprise which employs fewer than 250 people</i></p> <p>If No, Please confirm you are an enterprise which employs more than 250 people</p>	<p>YES/NO</p> <p>YES/NO</p>

<b>2.</b>	<b>Company History/Background</b>	
2.1	Date Company established: <b>4<sup>th</sup> MAY 1989</b>	
2.2	Is the applicant a subsidiary of another company as defined by the Companies Act 1985?	YES/NO
2.3	If YES to 2.2 give the following details of the Holding/Parent Company:  Registered Name:   Registered Address:   Postcode:  Registration Number:	

## **Section C:** **Financial & Insurance Information**

1.	Insurance Details	
<p>*</p>	<p><i>Why do we need to know this?</i></p> <p><i>We need to ensure that all of our suppliers have adequate insurance. The Council has set minimum insurance requirements which all companies working with the Council must adhere to.</i></p> <p><i>Please note that on some limited occasions the council may agree to vary these levels dependant on the nature of the contract.</i></p>	
<p>1.1 (a)</p>	<p>Please Confirm that you hold a minimum of £5,000,000 Public Liability Insurance (this is a mandatory requirement)</p>	<p>YES/NO</p>
<p>(b)</p>	<p>Please detail the relevant policy information and state if any conditions or exceptions apply to the policy.</p> <p>Name of Insurance Company .....Aviva Insurance Co Ltd.....</p> <p>Date policy taken out .....07-06-2011.....</p> <p>Expiry date of the policy .....07-06-2012.....</p> <p>Policy number/reference ..... ..</p> <p>Conditions/Exceptions</p> <p>...Public Liability £5 million each event .....</p> <p>...Products Liability £5 million all events in the year.....</p>	
<p>1.2 (a)</p>	<p>Please confirm that you hold a minimum of £5,000,000 Employer's Liability Insurance (this is a mandatory requirement)</p>	<p>YES/NO</p>
<p>(b)</p>	<p>Please detail the relevant policy information and state if any conditions or exceptions apply to the policy.</p> <p>Name of Insurance Company .....Aviva Insurance Co Ltd.....</p> <p>Date policy taken out .....07-06-2011.....</p> <p>Expiry date of the policy ..... 07-06-2012.....</p> <p>Policy number/reference ..... ..</p> <p>Conditions/Exceptions</p> <p>.....£10 million each event.....</p>	

1.3	Please enclose photocopies of your Certificates of Insurance duly signed as authentic copies of the originals	Enclosed YES/NO																								
<b>2.</b>	<b>Financial Details</b>																									
*	<p><i>Why do we need to know this?</i></p> <p><i>Financial details are required in order to check that your company has sufficient financial resources to undertake the contract. This information will also ensure that your company is in a stable position and is likely to fulfil the contract for the period required.</i></p> <p><i>How the Council evaluates this information will vary given the nature of the contract to be awarded.</i></p>																									
2.1	<p>Please provide a brief summary of your annual turnover and profit in the last 3 years. <b>(Please insert figures – do not refer to attached accounts)</b></p> <p>Also provide copies of your last 3 years audited accounts.</p> <p>If audited accounts are not available please provide copies of your management accounts</p> <table border="1"> <thead> <tr> <th colspan="3"><u>Company</u></th> <th><u>Account s Enclosed</u></th> </tr> <tr> <th><u>Year</u></th> <th><u>Turnover</u></th> <th><u>Profit(Loss)</u></th> <th></th> </tr> </thead> <tbody> <tr> <td>2007/08</td> <td>£. .... ✓</td> <td>£.. .. ✓</td> <td>YES/NO ✓</td> </tr> <tr> <td>2008/09</td> <td>£. .... ✓</td> <td>£.. .. ✓</td> <td>YES/NO ✓</td> </tr> <tr> <td>2009/10</td> <td>£. .... ✓</td> <td>£.. .. ✓</td> <td>YES/NO ✓</td> </tr> <tr> <td>2010/11</td> <td>£. .... ✓</td> <td>£.. .. ✓</td> <td>Yes ✓</td> </tr> </tbody> </table> <p>(If exact figures are not available please provide your best estimate of the figures required)</p>		<u>Company</u>			<u>Account s Enclosed</u>	<u>Year</u>	<u>Turnover</u>	<u>Profit(Loss)</u>		2007/08	£. .... ✓	£.. .. ✓	YES/NO ✓	2008/09	£. .... ✓	£.. .. ✓	YES/NO ✓	2009/10	£. .... ✓	£.. .. ✓	YES/NO ✓	2010/11	£. .... ✓	£.. .. ✓	Yes ✓
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2009/10	£. .... ✓	£.. .. ✓	YES/NO ✓																							
2010/11	£. .... ✓	£.. .. ✓	Yes ✓																							
2.2	<p>Please show below your company's turnover in the provision of Landscaping, in the last three financial years. <b>(Please insert figures – do not refer to attached accounts)</b></p> <table border="1"> <thead> <tr> <th><u>Year</u></th> <th><u>Turnover in relation to Landscaping</u></th> </tr> </thead> <tbody> <tr> <td>2007/08</td> <td></td> </tr> <tr> <td>2008/09</td> <td></td> </tr> <tr> <td>2009/10</td> <td></td> </tr> <tr> <td>2010/11</td> <td></td> </tr> </tbody> </table>		<u>Year</u>	<u>Turnover in relation to Landscaping</u>	2007/08		2008/09		2009/10		2010/11															
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(If exact figures are not available please provide your best estimate of the figures required)			

**Section D:**  
**Outstanding Claims and Contract Terminations**

<b>1.</b>	<b>Outstanding Claims / County Court Judgements</b>	
1.1	Do you have any outstanding claims, litigations or judgements against your organisation?	YES/NO
1.2	If YES to 1.1 please provide further details.	

<b>2.</b>	<b>Contract Terminations/Deductions</b>	
2.1	Please give details of all contracts in the last 3 years which have been terminated early giving the name of the client company/authority, the date of termination and the reasons for termination.	
	Nil	
2.2	Please give details of all fines, penalties or deductions incurred in the last 3 years as a result of non-performance under any contract.	
	Nil	

## **Section E:**

### **Health & Safety and Equal Opportunities**

<b>1.</b>	<b>Health &amp; Safety at Work</b>	
*	<p><i>Why do we need to know this?</i></p> <p><i>We need to ensure that all companies that work with Shropshire Council are able to operate safely. We assess this by asking questions about arrangements at the contract stage and continue to monitor ongoing performance with all companies working on our behalf.</i></p> <p><i>Health &amp; safety measures do not have to be expensive, time consuming or complicated – especially for smaller companies. In fact, safer and more efficient working practices can save money and greatly improve working conditions for employees. Shropshire Council is committed to promoting safe and proportionate working practices to companies as it recognises the benefits this can bring for companies competing for business both for local authority contracts and elsewhere.</i></p> <p><i>Information to help small companies is available on the Health and Safety Executive's (HSE) website.</i></p> <p><i>Health and Safety Executive's website: <a href="http://www.hse.gov.uk/">http://www.hse.gov.uk/</a></i></p> <p><i>Looking after your Business: <a href="http://www.hse.gov.uk/business/">http://www.hse.gov.uk/business/</a></i></p> <p><i>Getting Started Step-by-step: <a href="http://www.hse.gov.uk/business/must-do.htm">http://www.hse.gov.uk/business/must-do.htm</a></i></p>	
1.1	<p>Does your organisation have a formal health and safety policy or statement?</p> <p>*(if you employ 5 or more employees you are required to produce a Health and Safety Policy/Statement under the Health &amp; Safety at Work Act 1974)</p> <p>Please tick here if copy enclosed <input checked="" type="checkbox"/></p>	YES/NO
1.2	<p>Do you currently have CHAS Accreditation, and external health and safety accreditation, (Contractors Health and Safety Assessment Scheme) OR and equivalent as mutually recognised under SSIP (Safety Schemes in Procurement)? Accepted certificates:- NHBC, EXOR, SAFE Contractor, SMAS Worksafe, Altius VA, Eurosafe UK, BSI OHSAS – 18001, Safe-T-Cert, FSG-Facilities Services Group &amp; CHAS Accreditation</p>	YES/NO
1.3	<p>If YES to 1.2 please supply the following details as well as a copy of any certificates.</p> <p>Accrediting Organisation: <b>Chas</b></p> <p>Reference No: 020 8545 3838</p> <p>Date accreditation expires or is to be renewed: 28<sup>th</sup> April 2012</p> <p>Please tick here if a copy of certificate attached <input checked="" type="checkbox"/></p>	

1.4	Has your company been served with an enforcement notice or been prosecuted in the past 3 years for breaches of health and safety legislation?	YES/NO
1.5	<p>If YES to 1.4 please give details of the prosecution or notice (and what measures you have taken to ensure the issue(s) will not re-occur).</p> <p>N.A.</p>	
1.6	Do you routinely carry out Risk Assessments?	YES/NO
1.7	<p>If YES to 1.6 please state what has been assessed. (At certain times, the Council may request copies of risk assessments, safe working procedure, or safety method statements.)</p> <p>All company projects require Contract Specific Risk Assessments &amp; Safe Systems of work. Enclosed:- Safe System of Work – Allington Place. Client Cheshire West &amp; Cheshire Council. Risk Assessments:  <ul style="list-style-type: none"> <li>a) Operation of Pedestrian Mower</li> <li>b) Strimming with enclosed fence line</li> <li>c) Environmental Issues</li> </ul> </p>	
	Do you have a health and safety training programme for employees?	YES/NO
1.9	<p>If YES to 1.8 please state what training has been given. Enclosed: Training Matrix. Formal Induction training is given to each new employee on day one. This will consist of an interview with the Contract Manager, who will outline all Operational, Health Safety and Environmental issues as well as discussing the reporting system of work s carried out. The Contracts Manager will review the training certificates of the new employee and may ask our Lantra Trained Supervisor to organise skills assessments of the new employee on the equipment they will be required to use to ensure competency. We develop an individual training plan for each employee. This is reviewed annually or however often is required. Training will be organised either for Health, Safety and Environment issues, skills training or personal development training where possible, should an employee request such. We use a variety of training providers such as in-house (Lantra Accredited) Supervisor. Construction Safety Services for Health &amp; Safety awareness, Human Focus for several Health &amp; Safety course, achieving ROSPA Accreditation. We also partner with Clients who are working with the HSE to increase Health &amp; Safety skills and awareness, such as Wrexham County Borough Council, Isle of Anglesey County Council and Powys County Council. Our Employees also undertake Environment awareness training through Pearce Environmental, our Environment Consultants</p>	

## Personal Information

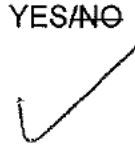
1.10	Does your company monitor: (a) Accidents (b) Ill health caused by work (c) Health & Safety Performance	YES/NO YES/NO YES/NO				
1.11	Does your company have a recognised health & safety management system?  Please give details below:  <b>Our H &amp; S Management system is specific to P &amp; W. We revise our system annually with our Health &amp; Safety Consultants. In addition our Health &amp; Safety Policy/Statement is reviewed Annually. Next Renewal Date 6<sup>th</sup> April 2012</b> <b>Please see Enclosed</b> <b>H &amp; S Procedures Directory – 2011</b> <b>Our S.H.E. Policy is issued to all Staff annually, a recorded signature is saved to say they have received and understood the policy.</b> <b>Annual Audit 2011 by our consultants in addition to our Chas &amp; Achilles Assessment.</b>  <b>Construction Safety Services (NW) Ltd.</b> <b>Health &amp; Safety Advisers</b> <b>Office 6</b> <b>Phoenix House</b> <b>Kidglove Road</b> <b>Golborne</b> <b>Warrington</b> <b>WA3 3DP</b> <b>Telephone 01942 729770</b> <b>Personal Advisor [REDACTED] MIOSH- MIIRSM</b> <b>Telephone 07968 820688</b>	YES/NO				
1.12	Please state how many accidents have been reported to your Enforcing Authority under RIDDOR (The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations) in the last 2 years. <b>See Enclosed</b> <div style="text-align: center;"><b>Total</b></div> <table border="1" style="margin-left: auto; margin-right: auto;"><tr><td>No. of accidents reported under RIDDOR last year</td><td><b>Nil</b></td></tr><tr><td>No. of accidents reported under RIDDOR this year</td><td><b>Nil</b></td></tr></table>	No. of accidents reported under RIDDOR last year	<b>Nil</b>	No. of accidents reported under RIDDOR this year	<b>Nil</b>	
No. of accidents reported under RIDDOR last year	<b>Nil</b>					
No. of accidents reported under RIDDOR this year	<b>Nil</b>					
1.13	Does your company consult with employees on health and safety?  If YES, please give details below.  <b>1) All operatives are issued Annually with a Safety, Health and Environment Policy Manual. All Employees must sign the Register to say they have read and understood the contents.</b> <b>2) We include a Employee Representative in the Company Health &amp; Safety Meetings.</b> <b>3) Tool Box talks that are undertaken at site.</b>	YES/NO				

Personal Information

	<p>3) <i>Tool Box talks that are undertaken at site.</i></p> <p>4) <i>Induction Talks</i></p> <p>5) <i>Suggestion Box</i></p>	
1.14	Will you be using any sub contractors as part of this contract?	YES/NO
1.15	<p>If YES to 1.14 please give details of who your sub contractors are.</p> <p><b>We try to avoid using Sub contractors on all our projects however, when the need does arise the only sub contractor we are likely to use will be:-</b></p> <p><b>J.M. Contractors</b>  <b>46, Windsor Road,</b>  <b>Oswestry</b>  <b>Shropshire</b>  <b>SY11 2UB Mr. Keith Morris.</b></p>	
1.16	<p>If YES to 1.14 how do you ensure they are competent?</p> <p><b><i>The completion of our Sub Contractors Approval form. After completion The Managing director signs his approval/disapproval. Sub Contractor is then added to our list of Approved sub contractors – Renewable each year.</i></b></p> <p><b><i>J.C. contractors as a small firm (less than 5 employees) agrees to abide by our Health &amp; Safety Policy and Procedures.</i></b></p> <p><b><i>We have the appropriate signed Approved Sub contractors form.</i></b></p>	
1.17	<p>Where do you get your competent health and safety advice?</p> <p>To meet your legal responsibilities in 'The Management of Health and Safety at Work Regulations 1999' you must appoint one or more competent people to help you comply with your duties under health and safety law so you can prevent accidents and ill health at work. In practice, you can be that competent person as long as you know enough about what you have to do. If the risks are complex and you do not have access to competent advice in-house, you may want to appoint a safety consultant to help you.</p> <p><b><i>We employ a Health &amp; Safety supervisor to control day to day site requirements. Who has completed the General Health &amp; Safety Management Course. <u>Certificate enclosed.</u></i></b></p> <p>In addition we employ the services of construction Safety Services N.W.  <b>Construction Safety Services (NW) Ltd.</b>  <b>Health &amp; Safety Advisers</b>  <b>Office 6, Phoenix House, Kidglove Road, Golborne Warrington WA3 3DP</b>  <b>Telephone 01942 729770 Fax 01942 729730 E Mail enq@cssnw.org.uk</b>  <b>Our Personal Adviser is Mr. Steve Butcher CMIOSH MIIRSM</b>  <b>Tel: 07968 820868</b>  <b>Services Provided Include:-</b>  <b>Health &amp; Safety Advise, Risk Assessments Consultation, Training, Regular Site Visits with written report.</b></p>	



1.18	<p>Do you provide Asbestos Awareness Training to your employees, appropriate to their role within the Company, which is in accordance with United Kingdom Asbestos Training Association (UKATA) Category 3 requirements? If so, please provide evidence</p> <p>Currently we undertake work with [REDACTED] To reinforce this we are now partnering them in regard to certain aspects of training including Asbestos. We are looking to train 20 of our employees however a date has not yet been identified. Reference to this statement can be obtained from: [REDACTED]</p>
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2.	Equal Opportunities	
*	<p><i>Why do we need to know this?</i></p> <p><i>The equality duties placed on public authorities requires the Council to have due regard to the need to eliminate unlawful discrimination.</i></p> <p><i>We need to ensure all companies that work with Shropshire Council comply with both UK and EU regulations regarding equal opportunities and discrimination law. The Council actively promotes equal opportunities in procurement and partnership.</i></p> <p><i>The Council also needs to ensure that there are no outstanding claims against your organisation regarding discrimination.</i></p> <p><i>Information to help small companies is available at:</i></p> <p><i>Equality and Human Rights Commission -</i>  <a href="http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/">http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/</a></p> <p><i>Useful links for guidance &amp; Information -</i>  <a href="http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/guidance-for-small-and-medium-size-businesses/related-links/">http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/guidance-for-small-and-medium-size-businesses/related-links/</a></p>	
2.1	<p>Do you have an Equal Opportunities Policy or statement which complies with your statutory obligation under UK/EU equalities and discrimination legislation (or equivalent legislation and regulations in the countries in which you employ staff) and, accordingly, your practice not to treat one group of people less favourably in relation to race or ethnic origin, disability, gender, sexual orientation, religion or belief or age?</p> <p>- UK/EU equalities and discrimination legislation includes:-          - Sex Discrimination Act 1975          - Equal Pay Acts 1970 and 1983          - Race Relations Act 1976          - Disability Discrimination Acts 1995 and 2005          - Employment Equality (Religion or Belief) Regulations 2003          - Employment Equality (Sexual Orientation) Regulations 2003</p>	<p>Enclosed YES/NO</p> 

	- Human Rights Act 1998 - Equality Act 2006	
2.2	<p>As a contractor providing a public service on behalf of a local authority, you have a duty to comply with the General Duties of the Disability Equality Duty, Gender Equality Duty and Race Equality Duty as outlined below.</p> <ul style="list-style-type: none"> <li>- Promote equality of opportunity between disabled persons and other persons</li> <li>- Eliminate unlawful harassment and discrimination</li> <li>- Promote positive attitudes towards all people</li> <li>- Encourage participation by disabled people</li> <li>- Take steps to take account of disabled people's disabilities, even where that involves treating disabled people more favourably than other people (recognising that equality of opportunity cannot be achieved simply by treating people with or without disabilities alike).</li> <li>- Take active steps to promote equality of opportunity between men and women when carrying out their functions and activities</li> <li>- To promote good race relations</li> </ul> <p>How do you promote disability equality, gender equality and race equality towards both users and employees as part of your operations?</p> <p><b>Enclosed</b>  <b>Equal Opportunities and Diversity Policy Statement enclosed.</b>  <b>Through our Advertisements for Situations Vacant by including 'We are an Equal Opportunities Employer'</b></p>	
2.3	In the last 3 years, has any claim or finding of unlawful discrimination been made against your organisation by any court?	YES/NO
2.4	If YES to 2.3, please give details.  N.A.	
2.5	In the last 3 years, has your organisation been the subject of formal investigation by the Equality and Human Rights Commission (or Commission for Racial Equality, the Equality Opportunities Commission and/or the Disability Rights Commission prior to October 2007) on grounds of alleged unlawful discrimination?	YES/NO
2.6	If YES to 2.5, please give details.  N.A.	
2.7	<p><b>(NB Organisations with less than 5 employees are not required to respond to questions 2.7, 2.8 and 2.9)</b></p> <p>Is your policy on equality and diversity set out?</p> <p>(a) In instructions to those concerned with recruitment, training and promotion?</p> <p>(b) In documents available to employees, recognised trade unions or</p>	YES/NO     YES/NO

	<p>other representative groups or employees</p> <p>(c) In recruitment advertisements or other literature?</p> <p>Please supply relevant examples of the instructions, documents, recruitment advertisements or other literature.</p> <p>Please tick here if enclosed <input checked="checked" type="checkbox"/></p>	YES/NO
2.8	<p>Do you endeavour to both eliminate discrimination amongst your workforce, and also promote the diversity of your workforce e.g. do you take steps to encourage people from under-represented groups to apply for jobs or take up training opportunities?</p> <p>Provide evidence of the above.</p> <p>See Enclosed Information from our employees handbook.</p>	
2.9	<p>Is it your policy as part of your grievance process to include in that grievance process all complaints relating to race or ethnic origin, disability, gender, sexual orientation, religion or belief, or age. Furthermore, do you include in your grievance process any complaints related to being victimised or harassed as a consequence of bringing a grievance?</p> <p>Provide evidence of the above.</p> <p>All operatives and Staff are employed as to their suitability, training and experience in line with our Equal Opportunities Policy. In addition we enclose a copy of our company procedures from our employees Handbook relating to Harassment and Unlawful Discrimination.</p>	
2.10	<p>Organisation with less than 5 employees must confirm below that they will meet the requirements set out in questions 2.7, 2.8 and 2.9 if they increase their number of staff above 5.</p> <p>N.A.</p> <p>Confirmed</p>	YES/NO



## Section F: Contract Experience and References

<b>1. Contract Experience and References</b>				
Please list below up to a maximum of 10 similar contracts undertaken by your company in the past 3 years or currently being handled. Any previous Public Sector experience will be of particular interest.				
	<b>Name of Organisation/Company</b>	<b>Contact Name &amp; Address</b>	<b>Value of Contract (£)</b>	<b>Nature of work undertaken</b>
1				<p>Oswestry Town Green Renamed Wilfred Owen Green_Provision of a play area for children, picnic tables, wildflower meadows, a pond, a large slide and an impressive labyrinth. In addition to short cut grass there is an area of longer wild flowers and grasses to enhance biodiversity in an area close the town and homes.</p>
2				<p>Design and installation of Broadwalk over raised Peat Bog at Whixall Mosses Nature Reserve, using Environmentally friendly recycled materials.</p>
3				<p>Public Fishing Platforms suitable for children &amp; the Disabled. Apley Wood Telford.</p>
				<p>Contract Dates (From – To) Commencement 18<sup>th</sup> January 2010 Completion 12<sup>th</sup> March 2010</p>
				<p>April to May 2011</p>
				<p>August – Sept 2010 This was Additional works to the Grounds Maintenance contract we have undertaken since 1992</p>

4		Development of Adventure Playground at Condoval Hall, Shropshire. Works include Extensive Turfing, Planting, Roadway surface dressing, Tree pruning, Safety Surfacing, Vermin control.	Jan to April 2011 Followed by Current Grounds Maintenance contract
5		Tow Path Improvements Stage 1 Aberbechan to Abermule Stage 2 Llantysillo Towpath improvements	2010
6		Allington Place Chester Play Area and Landscaping improvement works.	8 Feb 2011 To 29 April 2011
7		Development of new principal cemetery off the A525 in Keele Inc Planting & seeding soft works timber fencing & gate installation. New Principle Cemetery, Keele	29-03-2010 to 21-05-2010

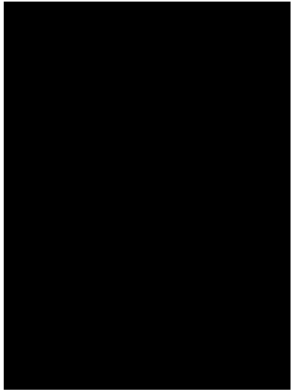

8		Installation of Canoe Landing Areas.	28-02-11 To 04-03-11
9		Various Landscaping projects in addition to Grds Maint. Inc:- Tree & Hedge Removal, Pruning, Tree Planting scheme. Flower Boxes.	Since April 2010 to Current Date.
10		Resurfacing and access improvements on Old Shrewsbury Canal Footpath.	28-03-11 To 22-04-11

## Personal Information

2.	
2.1	<p>Please set out below why you feel your organisation is well placed to undertake this contract. You should include in your answer a brief history of your organisation and details of any previous similar contracts and experience in order to illustrate proven competency for the required works.</p> <p>P&amp;W Maintenance Contracting has been delivering Landscaping Services for over 20 Years. We have a High Quality Management team and a skilled and flexible operational team that are able to deliver a variety of Landscape services to our Clients either via Tendered Landscape projects or Variation order works for our existing Grounds Maintenance Clients.</p> <p>In the past 12 months we have carried out several Landscape Projects for: -</p> <div data-bbox="295 526 1356 761" style="background-color: black; width: 100%; height: 100%;"></div> <p>In addition to our dedicated Landscape team, we have a High Quality Grounds Maintenance Team who support the Landscape team when required as well as a small number of specialist subcontractors to enable us to offer the complete Landscape Package to our Clients.</p>
2.2	<p>How many years has your Company been providing Landscaping?</p> <p>Since 1989 – 22 Years as a Grounds Maintenance and Landscaping provider. Currently we have offices in Oswestry -Shropshire, Mold – Flintshire and Deytheur-Powys.</p>
2.3	<p>Please provide details of the individuals who will be involved in undertaking this supply, this should include their relevant qualifications and experience C.V. Enclosed.</p> <ul style="list-style-type: none"> <li>- Managing Director</li> <li>- Contracts Manager</li> <li>- Project Manager</li> <li>- Contracts Supervisor with responsibility for Health &amp; Safety.</li> </ul> <p><u>Operatives Relevant Certificates</u></p>



## Section G: Accreditations and Skills Level

<b>1.</b>	<b>Accreditations</b>			
1.1	<p>Please list any professional or trade organisations by which your company is accredited. You should only list those that are relevant to this contract and which will support your application i.e. Association of Professional Landscapers or other approved or EU Equivalent.</p> <p>Please state whether the award belongs to the company or an individual.</p>			
	<b>Name of Awarding Organisation/Body</b>	<b>Level of Accreditation</b>	<b>Date Achieved</b>	<b>Date of Expiry/Renewal</b>
	Institute of Groundsman BALI		17-03-11 31-03-11	16-03-12 ✓ 31-03-12 ✓
	Achilles Verify Constructionline		31-01-11 30-10-10	31-01-12 ✓ 30-10-11 ✓
	Chas Accreditation		27-04-11	28-04-12 ✓
	Please provide copies of the certificates you have given above or other proof of the qualifications.			Enclosed YES/NO
1.2	Please state any formal quality assurance systems relevant to this contract, which your company operates i.e. (e.g. relevant ISO equivalent) or EU Equivalent.			
	<b>Name of Awarding Organisation/Body</b>	<b>Registration Number</b>	<b>Name of Quality Assurance System</b>	<b>Date Achieved</b>  <b>Date of Expiry/Renewal</b>
	QMS International plc		ISO9001 Original Approval Current Approval	17-03-2000 17-03-2010 16-03-2020 ✓
	Please provide copies of the certificates you have given above or other proof of the qualifications.			Enclosed YES/NO

## **Section H:** **Tender Schedule**

<b>1.</b>	<b>Pricing Schedule</b>																
1.1	<p><b>Contract Value</b></p> <p>Please confirm which of the following value of work you wish to be considered for: (Please note: The Contractor must be capable of covering works within the whole range of values listed below)</p> <p>A. Landscaping <span style="float: right;">Tick as appropriate</span></p> <p>£0 - £2,000 per contract</p> <p>£2,000 - £30,000 per contract</p> <p>B. Please indicate minimum value of work you wish to tender for £. ....</p> <p><b>2. Day Work Rates inclusive of mileage</b></p> <p>Day Work Rates per hour:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">£</th> <th style="width: 90%;">Operatives Trade</th> </tr> </thead> <tbody> <tr> <td>.. .....</td> <td>Supervisor – With Vehicle</td> </tr> <tr> <td>.. .....</td> <td>Operative – With Vehicle ✓</td> </tr> <tr> <td>.. .....</td> <td>Other (Operative Only)</td> </tr> </tbody> </table> <p>Overtime Rates per hour:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">£</th> <th style="width: 90%;">Operatives Trade</th> </tr> </thead> <tbody> <tr> <td>... .....</td> <td>Supervisor – With Vehicle</td> </tr> <tr> <td>... .....</td> <td>Operative – With Vehicle ✓</td> </tr> <tr> <td>... .....</td> <td>Other – Operative Only</td> </tr> </tbody> </table> <p>Materials: .. ✓ %      Sub Contractors: ... ✓ %</p> <p>Please indicate the period for which these rates will be fixed..... years</p>	£	Operatives Trade	.. .....	Supervisor – With Vehicle	.. .....	Operative – With Vehicle ✓	.. .....	Other (Operative Only)	£	Operatives Trade	... .....	Supervisor – With Vehicle	... .....	Operative – With Vehicle ✓	... .....	Other – Operative Only
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<b>2.</b>	<b>Tender Specification Response</b>
2.1	<p>Do you hold a current Waste Carrier Certificate? (if yes, please enclose a copy)</p> <p><b>Yes Enclosed</b></p>
2.2	<p>Do you hold a Certificate of Competence for the Control of Pesticides Regulation 1986 (PA1 &amp; PA6)? (if yes, please enclose a copy)</p> <p><b>Yes Enclosed</b></p>
2.3	<p>Have <u>all</u> or some members of your Company staff been through the CRB (Criminal Records Bureau) checking process?</p> <p>All                      YES/NO</p> <p>Some                      YES/NO</p> <p>Details Enclosed                      YES/NO</p> <p>We do not usually supply this sensitive information until it required by Client prior to the commencement of a contract.</p>
2.4	<p>The County is divided into 3 geographic areas – see attached map</p> <p>Please indicate the areas you wish to be considered for:</p> <p style="text-align: center;">All    <input checked="" type="checkbox"/>    North    Central    South</p>
2.6	<p>Total number of employees: <span style="background-color: black; color: black;">[REDACTED]</span></p>
2.7	<p>Total number of employees engaged solely in the provision of landscaping</p> <p><b>We have a dedicated 6 member team for Landscaping projects. In addition we employ over 50 Grounds Maintenance Operatives who can be called upon as and when the need arises when undertaking larger or time issue projects.</b></p>

A & S Landscapes  
Alpine House  
Drayton Road  
Shawbury  
Shrewsbury  
SY4 4NZ

Shropshire Council  
Facilities Management  
Shirehall  
Abbey Foregate  
Shrewsbury  
SY2 6ND

Date: 12 August 2011  
My ref: ROC 042(1)  
Your ref:

Dear

**ROC 042(1) – FRAMEWORK ARRANGEMENT FOR THE PROVISION OF A  
LANDSCAPING SERVICE TO SHROPSHIRE COUNCIL FOR A PERIOD OF UP TO  
4 YEARS COMMENCING ON 1 OCTOBER 2011**

**VALUE BAND:**  
**GEOGRAPHICAL AREA: ALL AREAS**

I confirm that your tender relating to the above framework has been accepted for the above value band and geographical area.

The information provided by the invitation to tender documentation and your tender response will form the basis of the framework arrangement.

Accordingly you are accepted as one of the approved Contractors for the value band and geographical area listed above and will be invited to compete for individual projects during the duration of the framework.

Please note that Shropshire Council cannot commit to any particular level of expenditure against this framework arrangement.

This framework is subject to the General Terms and Conditions of Shropshire Council together with our invitation to tender documentation, copies of which you have already received and your tender response.

Yours faithfully

Project & Programme Manager  
Facilities Management Group



DW Shotton Landscapes  
Botwood Farm  
Ditton Priors  
Bridgnorth  
Shropshire  
WV16 6SW

Shropshire Council  
Facilities Management  
Shirehall  
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Project & Programme Manager  
Facilities Management Group



Groundwork West Midlands  
Dolton Way  
Tipton  
West Midlands  
DY4 9AL

Shropshire Council  
Facilities Management  
Shirehall  
Abbey Foregate  
Shrewsbury  
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Project & Programme Manager  
Facilities Management Group





MITIE Landscapes Ltd  
30 North Luton Industrial Estate  
SEDGWICK Road  
Luton  
LU4 9DT

Shropshire Council  
Facilities Management  
Shirehall  
Abbey Foregate  
Shrewsbury  
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