



TENDER NOTICE

YMC 032 – FRAMEWORK ARRANGEMENT FOR THE PROVISION OF GROUNDS MAINTENANCE FOR THE USE BY SCHOOLS

Enquiries are sought from suitably qualified and experienced contractors in respect of a framework arrangement for grounds maintenance services at Shropshire Council school sites. The contract will commence on 1 January 2012 and be in place for a period of up to 4 years.

The contract will consist of a framework arrangement for Grounds Maintenance Contractors to work as required in school properties.

Contractors wishing to be considered for inclusion in the framework will be required to complete and return a Tender Response Document by 12 September 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 (email: procurement@shropshire.gov.uk), quoting reference YMC 032. One hard copy and one CD copy 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.



INSTRUCTIONS FOR TENDERING

**YMC 032 – FRAMEWORK ARRANGEMENT FOR THE
PROVISION OF GROUNDS MAINTENANCE FOR THE
USE BY SCHOOLS**

Shropshire Council Instructions for tendering

Contract Description:

The framework is for providing a grounds maintenance service to schools. The framework is split into five geographic regions and we are looking to appoint two – three contractors for each area of the framework.

The contract will be for an initial period of two years, with option to extend for a further two year period. It will start on 1 January 2012.

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1.0 Invitation to Tender

- 1.1 You are invited to tender for a framework of service providers in specific categories of **grounds maintenance in Shropshire** who will be invited to quote/tender for individual requirements throughout the duration of the framework agreement as detailed in the Tender Response Document. The contract/framework will be for an initial period of 2 years commencing on the 1 January 2012 with the option to extend up to the **31 December 2015**.
- 1.2 Tenders are to be submitted in accordance with the General Terms and Conditions of Shropshire Council and the instructions outlined within this document.
- 1.3 Tenders must be submitted in accordance with the following instructions. Tenders not complying in any particular way may be rejected by Shropshire Council (the Council) whose decision in the matter shall be final. Persons proposing to submit a Tender are advised to read the Invitation to Tender documentation carefully to ensure that they are fully familiar with the nature and extent of the obligations to be accepted by them if their Tender is accepted.
- 1.4 The Invitation to Tender documents must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the Invitation to tender document other than on an "in confidence" basis to those who have a legitimate need to know or who they need to consult for the purpose of preparing the tender as further detailed in these Instructions for Tendering.
- 1.5 Tenderers shall not at any time release information concerning the invitation to tender and/or the tender documents for publication in the press or on radio, television, screen or any other medium without the prior consent of the Council.
- 1.6 The fact that a Tenderer has been invited to submit a tender does not necessarily mean that it has satisfied the Council regarding any matters raised in the pre-tender questionnaire submitted. The Council makes no representations regarding the Tenderer's financial stability, technical competence or ability in any way to carry out the required services. The right to return to any matter raised in any pre-tender questionnaire submitted as part of the formal tender evaluation is hereby reserved by the Council.
- 1.7 The Invitation to Tender is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a tenderer to submit a tender or enter into a Contract or any other contractual agreement.

2.2 Terms and Conditions

- 2.1 Every Tender received by the Council shall be deemed to have been made subject to the General Terms and Conditions and these Instructions for Tendering unless the Council shall previously have expressly agreed in writing to the contrary.
- 2.2 The Tenderer is advised that in the event of their Tender being accepted by the

Council, they will form part of a framework of service providers and will be required to provide quotes for individual grounds maintenance requirements in accordance with the contract throughout the duration of the framework agreement.

3.0 Preparation of Tenders

3.1 Completing the Tender Response Document

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

3.1.2 All documents requiring a signature must be signed;

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

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

3.2 Tender Preparation and Costs

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

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

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

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

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

pounds sterling and whole new pence.

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

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

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

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

3.3 Parent Company Guarantee

It is a condition of contract that if the tendering company is a subsidiary then its Ultimate Group/Holding Company must guarantee the performance of this contract and provide a letter to that effect signed by a duly authorised signatory of the Ultimate Group/Holding Company.

3.4 Warranty

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

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

4.0 Tender Submission

4.1 Tenders must be submitted strictly in accordance with the letter of instruction accompanying this Invitation to Tender using the label provided. Tenders must be submitted by the deadline of **noon, 12 September 2011. One hard copy and one CD copy of your Tender Response Document must be returned.**

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

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

acceptable will be final.

- 4.4 Tenderers should note that their Tender must remain open and valid and capable of acceptance for a period of at least 90 days.
- 4.5 Tenderers should note that Tenders and supporting documents must be written in English and that any subsequent contract, which may or may not be entered into, its formation, interpretation and performance, shall be subject to and in accordance with the laws of England and subject to the jurisdiction of the Courts of England and Wales.
- 4.6 Where Tender submissions are incomplete the Council reserves the right not to accept them.

5.0 Variant Bids

- 5.1 The Council is interested in alternative solutions which would provide and develop opportunities for savings in service costs, service improvement or other financial benefits. In particular, the Council wishes to encourage solutions which also deliver benefits and added value to the local economy, residents and the business community.
- 5.2 Tenderers may submit, at their discretion, a Tender offering a different approach to the project as a "Variant Bid". However, to permit comparability, at least one bid must be submitted strictly in accordance with the Invitation to Tender Documents(the "Compliant Tender") . Any Tender variant proposed must clearly state how it varies from the requirements of the Compliant Tender Documents, and be explicit in demonstrating the benefits that will accrue to the Council from adopting this approach. Tenderers will be required to identify which submission, in their view, demonstrates best value to the Council.
- 5.3 Variant Bids must contain sufficient financial and operational detail to allow any Variant Bid to be compared with the standard Tender, permitting its considerations in written form.

6.0 Tender Evaluation

- 6.1 The Tenderers may be called for interview to seek clarification of their tender or additional or supplemental information in relation to their tender. The presentations will not carry any weighting to the final score achieved by Tenderers, but will be used to clarify and moderate issues raised in the Tenderer's submissions. Any areas of discrepancy between submissions and information gained from the presentations will be reviewed and scores previously awarded will be amended if necessary.
- 6.2 If the Council suspects that there has been an error in the pricing of a Tender, the Council reserves the right to seek such clarification, as it considers necessary from the Tenderer in question.

7.0 Clarifications

- 7.1** Tenderers are responsible for clarifying any aspects of the tendering process and/or the Invitation to Tender documents in the manner described below.
- 7.2** Any queries arising in relation to this invitation to tender should be raised in writing with [REDACTED], Procurement Officer, Commissioning and Procurement, Shropshire Council, Shirehall, Abbey Foregate, SHREWSBURY SY2 6ND [REDACTED] (fax: 01743 255901) (email: procurement@shropshire.gov.uk) quoting the contract reference and title.
- 7.3** Where appropriate, the Authorised Officer named above may direct the Tenderer to other officers to deal with the matter.
- 7.4** All queries should be raised as soon as possible (in writing), in any event not later than 5 September 2011.
- 7.5** All information or responses that clarify or enhance the tendering process will be supplied to all Tenderers on a uniform basis (unless expressly stated otherwise). These responses shall have the full force of this Instruction and where appropriate the Conditions of Contract. If a Tenderer wishes the Council to treat a question as confidential this must be expressly stated. The Council will consider such requests and will seek to act fairly between the Tenderers, whilst meeting its public law and procurement duties in making its decision.
- 7.6** Except as directed in writing by the Authorised Officer, and confirmed in writing to a Tenderer, no agent or officer or elected Member (Councillor) of the Council has any express or implied authority to make any representation or give any explanation to Tenderers as to the meaning of any of the Tender Documents, or as to anything to be done or not to be done by a Tenderer or to give any warranties additional to those (if any) contained in the ITT or as to any other matter or thing so as to bind the Council in any way howsoever.

8.0 Continuation of the Procurement Process

8.1 The Council shall not be committed to any course of action as a result of:

- i) issuing this Invitation to Tender;
- ii) communicating with a Tenderer, a Tenderer's representative or agent in respect of this procurement exercise;
- iii) any other communication between the Council (whether directly or through its agents or representatives) and any other party.

8.2 The Council reserves the right at its absolute discretion to amend, add to or withdraw all, or any part of this Invitation to Tender at any time during the tendering stage of this procurement exercise.

8.3 At any time before the deadline for receipt of tender returns the Council may modify the Invitation to Tender by amendment. Any such amendment shall be numbered and dated and issued by the Council to all participating tenderers. In order to give prospective Tenderers reasonable time in which to take the amendment into account in preparing its Tender return, the Council may in its sole discretion, extend the deadline for submission of the tender returns. The Council reserves the right to amend, withdraw, terminate or suspend all or any part of this procurement process at any time at its sole discretion.

9.0 Confidentiality

9.1 All information supplied by the Council in connection with or in these Tender Documents shall be regarded as confidential to the Council unless the information is already within the public domain or subject to the provisions of the Freedom of Information Act 2000.

9.2 The Contract documents and publications are and shall remain the property of the Council and must be returned upon demand.

9.3 Tenderers shall ensure that each and every sub-contractor, consortium member and/or professional advisor to whom it discloses these papers complies with the terms and conditions of this ITT.

9.4 The contents of this Invitation to Tender are being made available by the Council on condition that:

9.4.1 Tenderers shall at all times treat the contents of the Invitation to tender and any related documents as confidential, save in so far as they are already in the public domain and Tenderers shall not, subject to the provisions relating to professional advisors, sub-contractors or other persons detailed below, disclose, copy, reproduce, distribute or pass any of the contents of the Invitation to tender to any other person at any time or allow any of these things to happen;

9.4.2 Tenderers shall not use any of the information contained in this Invitation to tender for any purpose other than for the purposes of submitting (or deciding whether to submit) the tender; and

- 9.4.3** Tenderers shall not undertake any publicity activity within any section of the media.
- 9.5** Tenderers may disclose, distribute or pass this Invitation to tender to their professional advisors, sub-contractors or to another person provided that:
- 9.5.1** this is done for the sole purpose of enabling an Invitation to tender to be submitted and the person receiving the Information undertakes in writing to keep the Invitation to Tender confidential on the same terms as if that person were the Tenderer; or
- 9.5.2** the Tenderer obtains the prior written consent of the Council in relation to such disclosure, distribution or passing of the Invitation to Tender; or
- 9.5.3** the disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any Contract(s) which may arise from it; or
- 9.5.4** the Tenderer is legally required to make such a disclosure.
- 9.6** The Council may disclose detailed information relating to the Invitation to Tender to its officers, employees, agents, professional advisors or Governmental organisations and the Council may make any of the Contracts and procurement documents available for private inspection by its officers, employees, agents, professional advisors, contracting authorities or Governmental organisations.

9.7 Transparency of Expenditure

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

10.0 Freedom of Information

- 10.1** Please note that from 1 January 2005 under the provisions of the Freedom of Information Act 2000, the public (included in this are private companies, journalists, etc.) have a general right of access to information held by public authorities. One of the consequences of those new statutory responsibilities is that information about your organisation, which Shropshire Council may receive from you during this tendering process may be subject to disclosure, in response to a request, unless one of the various statutory exemptions applies.
- 10.2** In certain circumstances, and in accordance with the Code of Practice issued under section 45 of the Act, Shropshire Council may consider it appropriate to ask you for your views as to the release of any information before we make a decision as to how to respond to a request. In dealing with requests for information under the Act, Shropshire Council has to comply with a strict timetable and it would therefore expect a timely response to any such consultation within five working days.

- 10.3** If, at any stage of this tendering process, you provide any information to Shropshire Council in the expectation that it will be held in confidence, then you must make it clear in your documentation as to the information to which you consider a duty of confidentiality applies. The use of blanket protective markings such as “commercial in confidence” will no longer be appropriate and a clear indication as to what material is to be considered confidential and why should be given.
- 10.4** Shropshire Council will not be able to accept that trivial information or information which by its very nature cannot be regarded as confidential should be subject to any obligation of confidence.
- 10.5** In certain circumstances where information has not been provided in confidence, Shropshire Council may still wish to consult with you as to the application of any other exemption such as that relating to disclosure that will prejudice the commercial interests of any party. However the decision as to what information will be disclosed will be reserved to Shropshire Council.

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

11.0 Disqualification

- 11.1** The Council reserves the right to reject or disqualify a Tenderer's Tender submission where:
- 11.1.1** The tenderer fails to comply fully with the requirements of this Invitation to tender or is guilty of a serious or intentional or reckless misrepresentation in supplying any information required; or
- 11.1.2** The tenderer is guilty of serious or intentional or reckless misrepresentation in relation to its tender return and/or the procurement process.
- 11.1.3** The tenderer directly or indirectly canvasses any member, official or agent of the Council concerning the award of the contract or who directly or indirectly obtains or attempts to obtain information from any such person concerning any other Tender or proposed Tender for the services. The Canvassing Certificate must be completed and returned as instructed.
- 11.1.4** The Tenderer:
- a) Fixes or adjusts the amount of his Tender by or in accordance with any agreement or arrangements with any other person; or
 - b) Communicates to any person other than the Council the amount or approximate amount of his proposed Tender (except where such disclosure is made in confidence in order to obtain quotations necessary for preparation of the Tender for insurance purposes); or
 - c) Enters into an agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any Tender to be submitted; or

- d) Offers or agrees to pay or give or does pay or gives any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any Tender or proposed Tender for the services any act or omission; or

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

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

12.0 E-Procurement

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

13.0 Award of Contract

13.1 Award Criteria

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

13.2 Award Notice

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

13.3 Transparency of Expenditure

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

at the absolute discretion of the Council.

14.0 Value of Contract

Shropshire Council cannot give any guarantee in relation to the value of this contract to be awarded under this framework arrangement. Additionally, there is no guarantee that an individual framework supplier will be awarded any business under this agreement.

15.0 Acceptance

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

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

15.3 Please note, if accepted onto the framework, the prices tendered by you will be used as a benchmark against the prices you quote for grounds maintenance. 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 general regulatory requirements.

15.4 All successful Tenderers accepted onto the framework will be required to work 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.

15.5 Please also note that the Council will monitor the quality of work supplied and delivery of such work 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.

15.6 The Tenderer shall be prepared to commence the provision of the supply and services on the start date of the contract/framework arrangement being 1 January 2012.

16.0 Payment Terms

Tenderers should particularly note that the principles governing public procurement require that, as far as is reasonably possible, payments for Goods, Works or Services are made after the provision. Therefore any indication of a pricing strategy within a Tender which provides for substantial payments at the

outset of the Contract will be examined carefully to decide whether or not a Tender in such form can be accepted. If in the opinion of the Council such substantial payments appear excessive in relation to the requirements of the Contract the Council reserves, without prejudice to any other right to reject any Tender it may have, the right to require the Tenderer to spread such proportion of the costs as are considered excessive over the duration of the Contract.

17.0 Liability of Council

- 17.1** The Council does not bind himself to accept the lowest or any tender.
- 17.2** The Council does not accept any responsibility for any pre-tender representations made by or on its behalf or for any other assumptions that Tenderers may have drawn or will draw from any pre-tender discussions.
- 17.3** The Council shall not be liable to pay for any preparatory work or other work undertaken by the Tenderer for the purposes of, in connection with or incidental to this Invitation to Tender, or submission of its Tender response or any other communication between the Council and any other party as a consequence of the issue of this Invitation to Tender.
- 17.4** The Council shall not be liable for any costs or expenses incurred by any Tenderer in connection with the preparation of a Tender return for this procurement exercise, its participation in this procurement whether this procurement is completed, abandoned or suspended.
- 17.5** Whilst the Tender Documents have been prepared in good faith, they do not purport to be comprehensive nor to have been formally verified. Neither the Council nor any of its staff, agents, elected Members, or advisers accepts any liability or responsibility for the adequacy, accuracy or completeness of any information given, nor do they make any representation or given any warranty, express or implied, with respect to the Tender Documents or any matter on which either of these is based (including, without limitation, any financial details contained within the Specification and Contract Documentation). Any liability is hereby expressly disclaimed save in the event of fraud, or in the event of specific warranties provided within the Contract Documentation.

18.0 Declaration

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

Signed (1) Status.....

Signed (2) Status.....

(For and on behalf of)

Date

SHROPSHIRE COUNCIL

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:

'Agreement'	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.
“Council Data”	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;
"Council Software"	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;
"Council System"	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;
“Council Representative”	the representative appointed by the Council
"Council"	means Shropshire Council
“Commercially Sensitive Information”	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;

"Confidential Information"	any information, which has been designated as confidential by either Party in writing or that ought reasonably to be considered as confidential however it is conveyed, including information that relates to the business, affairs, developments, trade secrets, know-how, personnel and suppliers of the 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") ;
"Contractor"	means the person, firm or company or any other organisation specified in the Agreement contracting with the Council.
"Contractor Equipment"	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;
"Contractor Software"	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;
"Contractor System"	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);
"Contractor Personnel"	all employees, agents, consultants and contractors of the Contractor and/or of any Sub-contractor;
"Data Controller"	shall have the same meaning as set out in the Data Protection Act 1998
"Data Processor"	shall have the same meaning as set out in the Data Protection Act 1998
"Data Protection Legislation"	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;
"Data Subject"	shall have the same meaning as set out in the Data Protection Act 1998;
"EIR"	means the Environmental Information Regulations 2004 (as may be amended from time to time.)
"Exempt Information"	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)

“FOIA”	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
“FOIA notice”	means a decision notice, enforcement notice and/or an information notice issued by the Information Commissioner
“Form Agreement” of	means the contract document (other than a Purchase Order) to which these General Terms and Conditions are attached or referred to
“Goods”	means all goods specified in the Agreement.
“Hazardous Goods”	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).
“Information”	has the meaning given under section 84 of the Freedom of Information Act 2000;
"Intellectual Property Rights"	means all patents, registered and unregistered designs, copyright, trade marks, know-how and all other forms of intellectual property wherever in the world enforceable
“Law”	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;
“Malicious Software”	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;
“Packages”	includes bags, cases, cylinders, drums, pallets and other containers
"Personal Data"	shall have the same meaning as set out in the Data Protection Act 1998;
“Price”	means the price of the Goods and/or charge for the Services or Works being provided by the Contractor
“Public body”	as defined in the FOIA 2000
'Purchase Order'	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
“Receiving Party”	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

“Regulatory Bodies”	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;
“Request for Information”	means a written request for information pursuant to the FOIA as defined by Section 8 of the FOIA
"Security Policy"	the Council's security policy as updated from time to time;
“Services”	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.
'Software"	Specially Written Software, Contractor Software and Third Party Software;
'Specially Written Software"	any software created by the Contractor (or by a third party on behalf of the Contractor) specifically for the purposes of this Agreement;
"Third Party Software"	software which is proprietary to any third party which is or will be used by the Contractor for the purposes of providing the Services
“Working Day”	any day other than a Saturday, Sunday or public holiday in England and Wales.
“Works”	means all civil engineering and building works of whatever nature to be provided by the Contractor to the Council
‘Writing’	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. 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 of the Council has signed for Goods or Services the Council will make payment to the Contractor by BACS (Bank Automated Clearing System) within 45 days following of receipt of the relevant undisputed invoice or acceptance of the relevant Goods or Services. No other method of payment shall be acceptable and the Contractor shall ensure that their bank account details are provided to the Council at least 45 days prior to payment becoming due to enable the payment to be made. The Council shall not be liable for any late payment charges where the Contractor fails to provide the Council with their correct bank account details in accordance with this clause.
- 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
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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 need to access the Council Data; and
 - b) The system is kept up to date with the latest versions of operating system and anti-virus updates; and
 - c) 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 general duty imposed on local authorities by Section 149 of the Equality Act 2010 to eliminate discrimination, harassment and victimisation and promote equality of opportunity between persons who share a protected characteristic and those who do not share it and to foster good relations between persons who share a protected characteristic and those who do not share it .
- 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 Equalities and Human 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 Equalities and Human 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 Ministry of Justice's 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 Contracts (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 Contractor 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 Contractor 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 Contractor'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 endeavors 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 endeavors to resolve the dispute within 21 days of receipt of such notice

Additional definitions for clauses 43 and 44	
"Security Plan"	the Contractor's security plan prepared pursuant [to paragraph 3 of schedule 2.5 (<i>Security Requirements and Plan</i>) an outline of which is set out in Appendix of schedule 2.5 (<i>Security Requirements</i>)];
"Staff Vetting Procedures"	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



Tender Response Document

**YMC 032 – FRAMEWORK ARRANGEMENT FOR THE
PROVISION OF GROUNDS MAINTENANCE FOR THE
USE BY SCHOOLS**

Name of TENDERING
ORGANISATION
(please insert)

ADJ LIMITED

Shropshire Council Tender Response Document

Contract Description:

The framework is for providing a grounds maintenance service to schools. The framework is split into five geographic regions and we are looking to appoint two – three contractors for each area of the framework.

The contract will be for an initial period of two years, with option to extend for a further two year period. It will start on 1 January 2012.

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: [REDACTED], Procurement Officer, [REDACTED] or via email quoting the contract reference to 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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You must sign all 4 certificates in sections A1 to A4		
B	Applicant Organisation Details	9
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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.

Section / Question No.	Selection Criteria
Section B / Q 1 & 2	Applicant details – For information only
Section C / Q 1 & 2	Adequate Financial Stability & Insurance
Section D / Q 1 & 2	Adequate Outstanding Claims & Terminations
Section E / Q 1 & 2	Adequate Health & Safety and Equal Opportunities
Section F / Q 1	Adequate Accreditations and Skills Level

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 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
Price 40% (400 marks)		
Section G / Q 2	Price	40% / 400 max marks
Total for price		40% / 400 max marks
Quality 60% (600 marks)		
Section G / Q 3	Ability to Deliver Service	20% / 200 max marks
Section G / Q 4	Relevant experience & Health & Safety Policy record	20% / 200 max marks
Section G / Q 5	Environmental, Sustainability & other issues	15% / 150 max marks
Section G / Q 6	Safeguarding Issues	5% / 50 max marks
Total for quality		60% / 600 max marks

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
Excellent	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	
Good	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	
Acceptable	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	

Minor Reservations	4	<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>
	3	
Serious Reservations	2	<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>
	1	
Unacceptable	0	<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 400. 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.

The price will be evaluated by the total cost of providing a grounds maintenance service for a year to the three school situations detailed in the pricing section of the tender document.

Where a tenderer has not included a price for a particular element, the mean average of tenders that do complete this section will be used. The situations of the three schools are indicative, and may vary from actual requirements. If insufficient pricing information is given, then it may not be possible to evaluate the tender and it will be excluded.

Section A:
1. Form of Tender

Form of Tender

Shropshire Council

Tender for the framework for grounds maintenance for use by schools

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 inclusion into a framework arrangement for the provision of a grounds maintenance 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 [REDACTED]

Name... [REDACTED]

Date07 SEPTEMBER 2011.....

DesignationDIRECTOR.....

Company...ADJ LIMITED.....

Address ...
SINGLETONS FARM, MIDGE HALL LANE, LEYLAND, LANCs.

.....

..... Post Code ...PR26 6TN.....

Tel No [REDACTED] Fax No [REDACTED]

E-mail address ... [REDACTED]

Web addressN/A.....

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) [REDACTED] [REDACTED] Status...Director.....

Signed (2) [REDACTED] Status...Director.....

(For and on behalf ofADJ LIMITED.....)

Date07 SEPTEMBER 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.....Director.....

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

(For and on behalf ofADJ LIMITED.....)

Date 07 SEPTEMBER 2014

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?

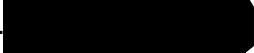
No

If yes, please give details:

Name	Relationship
N/A	N/A

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.....Director.....

(For and on behalf ofADJ LIMITED.....)

Date ...07 SEPTEMBER 2011.....

Section B: **Applicant Organisation Details**

1.	Applicant Details	
1.1	<p>Name of contracting Company/Organisation: ADJ LIMITED</p> <p>Address: SINGLETONS FARM, MIDGE HALL LANE, LEYLAND, LANCS.</p> <p>Postcode: PR26 6TN</p> <p>Tel: [REDACTED]</p> <p>Email: [REDACTED]</p>	
1.2	<p>Registered name (if different from above):</p> <p>Registered Office Address:</p> <p>AS ABOVE</p> <p>Postcode:</p> <p>Company registration number: 2605309</p>	
1.3	<p>Details of the individual completing this application and to which we may correspond:</p> <p>Name: [REDACTED]</p> <p>Job title: DIRECTOR</p> <p>Correspondence Address: SINGLETONS FARM, MIDGE HALL LANE, LEYLAND, LANCS.</p> <p>Postcode: PR26 6TN</p> <p>Tel: [REDACTED]</p> <p>Email: [REDACTED]</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</p> <p>YES/NO</p>

2.	Company History/Background	
2.1	Date Company established: JUNE 1991	
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>N/A</p> <p>Registered Address:</p> <p>Postcode:</p> <p>Registration Number:</p>	
2.4	How many years has your company been providing grounds maintenance? ..20.. years	
2.5	Total number of employees: _____	
2.6	Total number of employees engaged solely in the provision of grounds maintenance? _____	

Section C:

Financial & Insurance Information

1.	Insurance Details	
*	<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	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 [REDACTED]</p> <p>Expiry date of the policy [REDACTED]</p> <p>Policy number/reference [REDACTED]</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	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 [REDACTED]</p> <p>Expiry date of the policy [REDACTED]</p> <p>Policy number/reference [REDACTED]</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 YES

2.	Financial Details																								
*	<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. (Please insert figures – do not refer to attached accounts) 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>Account s Enclosed</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> <tr> <td>2010/11</td><td>.....</td><td>.....</td><td>NO</td></tr> </tbody> </table> <p>(If exact figures are not available please provide your best estimate of the figures required)</p>	<u>Company</u>			Account s Enclosed	<u>Year</u>	<u>Turnover</u>	<u>Profit(Loss)</u>		2007/08	YES	2008/09	YES	2009/10	YES	2010/11	NO
<u>Company</u>			Account s Enclosed																						
<u>Year</u>	<u>Turnover</u>	<u>Profit(Loss)</u>																							
2007/08	YES																						
2008/09	YES																						
2009/10	YES																						
2010/11	NO																						
2.2	<p>Please show below your company's turnover in the provision of grounds maintenance, in the last three financial years. (Please insert figures – do not refer to attached accounts)</p> <table border="1"> <thead> <tr> <th><u>Year</u></th><th>Turnover in relation to grounds maintenance</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> <p>(If exact figures are not available please provide your best estimate of the figures required)</p>	<u>Year</u>	Turnover in relation to grounds maintenance	2007/08	2008/09	2009/10	2010/11														
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2007/08																								
2008/09																								
2009/10																								
2010/11																								

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

1.	Outstanding Claims / County Court Judgements	
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. N/A	

2.	Contract Terminations/Deductions	
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. N/A	
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. N/A	

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

1.	Health & Safety at Work	
*	<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 & 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: http://www.hse.gov.uk/</i></p> <p><i>Looking after your Business: http://www.hse.gov.uk/business/</i></p> <p><i>Getting Started Step-by-step: http://www.hse.gov.uk/business/must-do.htm</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 & Safety at Work Act 1974)</p> <p>Please tick here if copy enclosed <input checked="" type="checkbox"/></p>	YES
1.2	<p>Do you currently hold any external health and safety accreditations, such as CHAS (Contractors Health and Safety Assessment Scheme), or equivalent?</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: Construction Line</p> <p>Reference No: 4608</p> <p>Date accreditation expires or is to be renewed: September 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> <p>N/A</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>ADJ has Risk/Method Statements for every activity carried out by its employees, both generic and site specific. Each team carries copies of our Risk/Method statements, COSHH, Emergency contact numbers etc in their vehicles as standard information in line with our health and safety policy.</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>ADJ Details of Health & Safety Training: All full time staff are CSCS card holders, After interview all successful candidates undergo Induction training this includes Health & Safety training, tool box talks on all machinery, no employee is allowed to use any machinery/plant until they have been fully trained, ADJ also employ their own in-house mechanic. Any new machinery bought includes full operative training from the suppliers to all staff concerned. All our operatives are instructed in Health & Safety issues and it is instilled into our employees that not only do they have a responsibility for their own safety but also for the safety of others. All Risk Assessments are sight specific and incorporate the Risk involved the working Method, COSHH and time restraints on using plant/machinery (HAVS etc)</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? Please give details below:	YES

	Please find enclosed our Health & Safety Policy							
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"> <tr> <td colspan="2">Total</td></tr> <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> </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. All employees on commencement of employment undertake Induction training, are issued with and sign for and Induction booklet. Full time employees hold CSCS cards. Site specific risk assessment/method statement/COSHH information is produced for each site. These are provided in booklet form and need to be read, understood and signed for before any commencement of works on site. Three copies are produced, one for the client, one to be kept in the vehicle on site and one to be kept on file in the office. Health & Safety information/updates are also provided/ discussed at our regular tool box talks.</p>	YES						
1.14	Will you be using any sub contractors as part of this contract?	NO						
1.15	<p>If YES to 1.14 please give details of who your sub contractors are.</p> <p>N/A</p>							
1.16	<p>If YES to 1.14 how do you ensure they are competent?</p> <p>N/A</p>							
1.17	<p>Where do you get your competent health and safety advice?</p> <p>ADJ Limited are members of the Lancashire Business Environment Association.</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.
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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> http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/</p> <p><i>Useful links for guidance & Information -</i> http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/guidance-for-small-and-medium-size-businesses/related-links/</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> <ul style="list-style-type: none"> - 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 - Human Rights Act 1998 - Equality Act 2006 	Enclosed YES
2.2	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.	

	<ul style="list-style-type: none"> - Promote equality of opportunity between disabled persons and other persons - Eliminate unlawful harassment and discrimination - Promote positive attitudes towards all people - Encourage participation by disabled people - 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). - Take active steps to promote equality of opportunity between men and women when carrying out their functions and activities - To promote good race relations <p>How do you promote disability equality, gender equality and race equality towards both users and employees as part of your operations?</p> <p>Please find enclosed ADJ Equality & Diversity Policy</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. 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?	NO
2.6	If YES to 2.5, please give details. N/A	
2.7	<p>(NB Organisations with less than 5 employees are not required to respond to questions 2.7, 2.8 and 2.9)</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>YES</p> <p>YES</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
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>Please refer to ADJ Equality & Diversity Policy</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>Please see below ADJ Grievance process:</p> <p>This procedure should be followed if an employee feels that for any reason they are receiving less favourable treatment than any other employee or treatment that is not in accordance with the letter and intent of the employee's contract.</p> <p>Stage 1 The employee should discuss the problem with their Supervisor who will then attempt to find a solution acceptable to both sides.</p> <p>Stage 2 Should the Manager be unable to resolve the problem, the employee may then request a meeting with the appropriate Director. Where possible, this meeting will be convened within 2 working days of the request.</p> <p>Stage 3 If the problem is not then resolved, a further meeting may be requested with the Managing Director, the appropriate Director and the Manager. This will be convened within 7 working days of the request.</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:

Accreditations and Skills Level

1.	Accreditations				
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. CHAS, Institute of Groundsmanship, or EU Equivalent.</p> <p>Please state whether the award belongs to the company or an individual.</p>				
	Name of Awarding Organisation/Body	Level of Accreditation	Date Achieved	Date of Expiry/ Renewal	
	Construction Line			Sep 11 Renew every 12 months	
	Achilles			24/11/11	
	Environment Agency		18/11/10	11/03/14	
	Lancashire Business Environment Association			05/12/11	
	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. ISO 9001:2000 or EU Equivalent.</p>				
	Name of Awarding Organisation/Body	Registration Number	Name of Quality Assurance System	Date Achieved	Date of Expiry/ Renewal
	ISO 9001	[REDACTED]	BSEN ISO 9001	06/10/06	31/10/11
	Please provide copies of the certificates you have given above or other proof of the qualifications.				Enclosed YES

Section G:

Tender Schedule

1.	Area of Operation
1.1	<p>We are looking to appoint a minimum of two and a maximum of three providers to be admitted to the framework in each area of Shropshire.</p> <p>Please indicate the areas where you wish to be considered for being invited to quote for future works, you may apply for more than one area:-</p> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 60%;"> <p>Oswestry Area</p> <p>Market Drayton and Wem Area</p> <p>Shrewsbury & Atcham Area</p> <p>South Shropshire Area</p> <p>Bridgnorth Area</p> <p>All areas administered by Shropshire Council</p> </div> <div style="width: 35%;"> <div style="border: 1px solid black; text-align: center; width: 50px; height: 30px; margin-bottom: 10px;">√</div> <div style="border: 1px solid black; text-align: center; width: 50px; height: 30px; margin-bottom: 10px;">√</div> <div style="border: 1px solid black; text-align: center; width: 50px; height: 30px; margin-bottom: 10px;">√</div> <div style="border: 1px solid black; text-align: center; width: 50px; height: 30px; margin-bottom: 10px;">√</div> <div style="border: 1px solid black; text-align: center; width: 50px; height: 30px; margin-bottom: 10px;">√</div> <div style="border: 1px solid black; text-align: center; width: 50px; height: 30px;">√</div> </div> </div>

2.	Pricing Schedule				
	Please give details of the price for the calendar year 2012, which would be charged for the specification given below. All prices should exclude VAT				
2.1	Please complete the pricing template for a large school, shown below.				
Activity	Detail	Unit	Quantity	Price per Annum	Comments
Maintain: Grassed Areas	a. Amenity	Sq.m.	40,057		
	b. Fine Turf	Sq.m.	500		
Sports Turf Areas	c. Rugby	Sq.m.	6,900		
	d. Senior Football	Sq.m.	10,120		
	e. Hockey	Sq.m.	5,060		
	f. Running Track	Sq.m.	2,928		
	g. Cricket outfield	Sq.m.	10,540		
Fine Turf sports	h. Cricket Table	Sq.m.	500		
Wicket Preparation	i. Senior Wicket Preparation	No.	15		
	j. Synthetic Wicket	No.	1		
	k. Nets-practice bays	No.	2		
Goals-Pairs	l. Rugby	No.	1		
	m. Senior Football	No.	2		
	n. Hockey	No.	1		
Marking Pitches	o. Rugby	No.	1		
	p. Senior Football	No.	2		
	q. Hockey	No.	1		
	r. Rounders	No.	4		
	s. Training Grids 10mx10m	No.	2		
Athletics	t. Running Track (400m/6lane)	No.	1		
	u. Discus	No.	1		
	v. Shot	No.	1		
	w. Javelin	No.	1		
Hard Play Area		Sq.m.	2,625		
Boundary Hedges	Inner Face 0-1m High – 1 Side & top	lin.m.	243		
	0-2m High – 1 side only	lin.m.	130		
	0-2m High – 1 Side & top	lin.m.	137		
	Outer Face 0-1m High – 1 Side Only	lin.m.	243		
	0-2m High – 1 side only	lin.m.	137		
Total Price					

2.2	<p>Please give details of the price for the calendar year 2012, which would be charged for the specification given below. All prices should exclude VAT</p> <p>Please complete the pricing template for a medium school, shown below.</p>				
Activity	Detail	Unit	Quantity	Price per Annum	Comments
Maintain: Grassed Areas	a. Amenity	Sq.m.	15,646	[REDACTED]	
	b. Rough grass	Sq.m.	357		
Sports Turf Areas	c. Junior football/5-a-side/grids	Sq.m.	1,500	[REDACTED]	
Wicket Preparation	d. Grass Practice strips	No.	1	[REDACTED]	
Goals-Pairs	e. Junior Football	No.	1	[REDACTED]	
Marking Pitches	f. Junior Football	No.	1	[REDACTED]	
Jumping Pits		Sq.m.	10	[REDACTED]	
Athletics	Running Track (200m/4lane)	No.	1	[REDACTED]	
Hard Play Area		Sq.m.	930	[REDACTED]	
Beds and Borders	Type D	Sq.m.	208	[REDACTED]	
Plant Maintenance	Shrubs	Sq.m.	208	[REDACTED]	
Ornamental Hedges	Inner Face 0-2m High – 1 Side & top	lin.m.	170	[REDACTED]	
	Outer Face 0-2m High – 1 side only	lin.m.	170	[REDACTED]	
Total Price				[REDACTED]	

2.3	Please give details of the price for the calendar year 2012, which would be charged for the specification given below. All prices should exclude VAT Please complete the pricing template for a small school, shown below.				
Activity	Detail	Unit	Quantity	Price per Annum	Comments
Maintain: Grassed Areas	a. Amenity	Sq.m.	4,022	██████	
	b. Rough grass	Sq.m.	31	██████	
Goals-Pairs	c. Junior Football	No.	1	██████	
Marking Pitches	d. Junior Football	No.	1	██████	
	e. Rounders	No.	1	██████	
Athletics	Running Track (60m/6lane)	No.	1	██████	
Hard Play Area		Sq.m.	465	██████	
Beds and Borders	Type A	Sq.m.	31	██████	
Plant Maintenance	Shrubs	Sq.m.	31	██████	
Boundary Hedges	Inner Face 0-1m High – 1 Side & top	lin.m.	135	██████	
	0-2m High – 1 side only	lin.m	77	██████	
	Outer Face 0-1m High – 1 side only	lin.m.	90	██████	
Total Price				██████	

3.	Ability to Deliver Service
	<p>The Model Specification is enclosed and is a guide for the type of work you may be invited to quote for if accepted onto the framework. Please indicate that you have read and agree to adhere to the standards laid out in the Model Specification:</p> <p style="text-align: right;">YES</p> <p>Please indicate any areas where you have concerns and would wish to seek further clarification or instruction:-</p>

4.	Contract Experience and References				
4.1	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	[REDACTED]	[REDACTED]	[REDACTED]	Grounds Maintenance of Retail Parks	July 2010 – July 2013
2	[REDACTED]	[REDACTED]	[REDACTED]	Grounds Maintenance of Jodrell Bank & University Residency's	OCT 2007 – OCT 2012
3	[REDACTED]	[REDACTED]	[REDACTED]	Grounds Maintenance of Schools	April – 2000 March -2014
4					
5					
6					
7					
8					
9					

10					
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4.2	<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 services.</p> <p>ADJ is a specialist grounds maintenance and landscape contractor and have been trading since 1991. We are able to provide customers with a superior standard of service, with total commitment to safe working standards and a competitive price policy.</p> <p>Our strategy is to provide a high quality grounds maintenance service performed by experienced and qualified horticulturists. To this end we believe in employing not only highly motivated staff but staff who are fully trained in the relevant activities. Our present staff have been trained to the following standards:</p> <p style="padding-left: 40px;">ILAM Leisure Management BTEC Leisure Management City and Guilds Horticulture City and Guilds Forestry The National Proficiency Test Council PA1 PA6A CITB Construction Plant NVQ Level 2 & 3 CRB Checked</p> <p>We also believe that work can only be carried out efficiently if the right plant and machinery is available. We have therefore a large selection of grass cutting and grounds maintenance equipment with a regular replacement programme.</p> <p>Many of our staff are recruited from Local Government and our managers have extensive experience in all aspects of horticulture.</p> <p>In addition to grounds maintenance and landscaping we are able to offer a fencing and weed spraying service with staff fully trained and qualified in the application and storage of herbicides.</p> <p>The Company's contracts at present include [REDACTED] [REDACTED] [REDACTED]</p> <p>ADJ has maintained the grounds for a large number of schools for over 10 years and continues to do so through Lar [REDACTED] [REDACTED] are CRB checked and are trained to CSCS standards.</p>
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5.	Environmental and Sustainability Issues
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5.1	<p>How would you work with schools to maintain a biodiverse environment?</p> <p>ADJ have experience in Biodiversity, we maintain sites containing wildlife such as nesting birds, endangered amphibians, wild flower beds, different site conditions contain different species, we as a company like to encourage companies to create/develop habitats to home endangered species.</p> <p>We look after a number of schools and have created wildlife habitats including wild flower seeding, pond construction and the supplying of natural timber to create habitat piles for homes and shelters.</p>
5.2	<p>What sustainable materials do you use within your work?</p> <p>As a proactive company we like to reduce our impact on the environment, any tree works carried out that produce waste we chip and mulch back onto the shrub beds to help depress weed growth and therefore reduce the need for applications of chemical (herbicides) helping to promote natural habitats. We use the most up to date machinery therefore reducing carbon emissions; we train staff to raise their awareness, and help maintain our commitment to continual environmental improvements.</p>

5.3	<p>How would you reduce the need to use herbicides?</p> <p>As a proactive company we like to reduce our impact on the environment, any tree works carried out that produce waste we chip and mulch back onto the shrub beds to help depress weed growth and therefore reduce the need for applications of chemical (herbicides) helping to promote natural habitats.</p>
5.4	<p>Who or how many of your staff holds a Certificate of Competence for using pesticides?</p> <p>We have approximately a dozen who are trained and hold certificate of using pesticides. Each year ADJ place various members of staff on courses such as NPTC spraying, Chainsaw use, Plant operation and First Aid.</p>

6.	Safeguarding
6.1	<p>Are any of your staff CRB checked? If so, please give details of their role and frequency of check.</p> <p>All members of staff who work on School Contracts are required to be CRB checked, we have several who have been checked and are checked annually.</p>
6.2	<p>Please detail any procedures you have in place to make your staff aware of safeguarding issues (e.g. informing them not to have unsupervised contact with children)</p> <p>All members of staff at ADJ know that if any member of the public or personnel approaching our staff whilst using machinery, cutting will cease to allow safe passage. With reference to the schools and children all ADJ staff who work on the schools contract, have been CRB advanced checked to insure they are safe to work on site. Only work commences on school sites, when children are in the classrooms or at a safe distance.</p>



Tender Response Document

**YMC 032 – FRAMEWORK ARRANGEMENT FOR THE
PROVISION OF GROUNDS MAINTENANCE FOR THE
USE BY SCHOOLS**

Name of TENDERING
ORGANISATION
(please insert)

Benbow Garden Services Ltd

Shropshire Council Tender Response Document

Contract Description:

The framework is for providing a grounds maintenance service to schools. The framework is split into five geographic regions and we are looking to appoint two – three contractors for each area of the framework.

The contract will be for an initial period of two years, with option to extend for a further two year period. It will start on 1 January 2012.

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: [REDACTED], Procurement Officer, [REDACTED] or via email quoting the contract reference to 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
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A2	Non-Canvassing Certificate	6
A3	Non-Collusive Tendering Certificate	7
A4	Declaration of Connection with Officers or Elected Members of the Council	8
You must sign all 4 certificates in sections A1 to A4		
B	Applicant Organisation Details	9
C	Financial & Insurance Information	10
D	Outstanding Claims & Contract Terminations	11
E	Health & Safety and Equal Opportunities	14
F	Accreditations and Skills Level	20

G	Tender Schedule	21
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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.

Section / Question No.	Selection Criteria
Section B / Q 1 & 2	Applicant details – For information only
Section C / Q 1 & 2	Adequate Financial Stability & Insurance
Section D / Q 1 & 2	Adequate Outstanding Claims & Terminations
Section E / Q 1 & 2	Adequate Health & Safety and Equal Opportunities
Section F / Q 1	Adequate Accreditations and Skills Level

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 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
Price 40% (400 marks)		
Section G / Q 2	Price	40% / 400 max marks
Total for price		40% / 400 max marks
Quality 60% (600 marks)		
Section G / Q 3	Ability to Deliver Service	20% / 200 max marks
Section G / Q 4	Relevant experience & Health & Safety Policy record	20% / 200 max marks
Section G / Q 5	Environmental, Sustainability & other issues	15% / 150 max marks
Section G / Q 6	Safeguarding Issues	5% / 50 max marks
Total for quality		60% / 600 max marks

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
Excellent	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	
Good	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	
Acceptable	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	

Minor Reservations	4	<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>
	3	
Serious Reservations	2	<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>
	1	
Unacceptable	0	<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 400. 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.

The price will be evaluated by the total cost of providing a grounds maintenance service for a year to the three school situations detailed in the pricing section of the tender document.

Where a tenderer has not included a price for a particular element, the mean average of tenders that do complete this section will be used. The situations of the three schools are indicative, and may vary from actual requirements. If insufficient pricing information is given, then it may not be possible to evaluate the tender and it will be excluded.

Section A:
1. Form of Tender

Form of Tender

Shropshire Council

Tender for the framework for grounds maintenance for use by schools

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 inclusion into a framework arrangement for the provision of a grounds maintenance 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 [REDACTED]

Date 9th September 2011

Designation Director

Company... Benbow Garden Services Ltd

Address The Laurels, City Lane, Four Crosses, Llanymynech, Powys

.....

..... Post Code SY22 6RJ

Tel No [REDACTED]

Fax No 01691 831685

E-mail address [REDACTED]

Web address

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 Benbow Garden Services Ltd.)

Date 9th September 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 Director

Signed (2) 

Status Company Secretary

(For and on behalf of Benbow Garden Services Ltd)

Date 9th September 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) XXXXXXXXXX Status Director

Signed (2) XXXXXXXXXX Status Company Secretary

(For and on behalf of Benbow Garden Services Ltd)

Date 9th September 2011

Section B: **Applicant Organisation Details**

1.	Applicant Details	
1.1	<p>Name of contracting Company/Organisation:</p> <p>Benbow Garden Services Ltd</p> <p>Address: The Laurels, City Lane, Four Crosses, Llanymynech, Powys</p> <p>Postcode: SY22 6RJ</p> <p>Tel: 01691 831685</p> <p>Email: [REDACTED]</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: 4545140</p>	
1.3	<p>Details of the individual completing this application and to which we may correspond:</p> <p>Name: [REDACTED]</p> <p>Job title: Director</p> <p>Correspondence Address:</p> <p>The Laurels, City Lane, Four Crosses, Llanymynech, Powys SY22 6RJ [REDACTED]</p> <p>Email: [REDACTED]</p>	
1.4	Type of Organisation (please <u>tick</u> all those appropriate):	
(a)	Sole trader	
(b)	Partnership	
(c)	Private Limited Company	/
(d)	Public Limited Company	
(e)	Charity/Social enterprise	
(f)	Franchise	
(g)	Public Sector Organisation	

1.5	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>	YES
	If No, Please confirm you are an enterprise which employs more than 250 people	YES/NO

2.	Company History/Background	
2.1	Date Company established: 1997	
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>	
2.4	How many years has your company been providing grounds maintenance? Eleven years	
2.5	Total number of employees: ■■■	
2.6	Total number of employees engaged solely in the provision of grounds maintenance? ■■■	

Section C: **Financial & Insurance Information**

1.	Insurance Details	
*	<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	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 Clifford Challinor Insurance (Aviva)</p> <p>Date policy taken out 14.06.2011</p> <p>Expiry date of the policy 14.06.2012</p> <p>Policy number/reference XXXXXXXXXX</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	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 Clifford Challinor Insurance (Aviva)</p> <p>Date policy taken out 14.06.2011</p> <p>Expiry date of the policy 14.06.2012</p> <p>Policy number/reference XXXXXXXXXX</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

2.	Financial Details																				
*	<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. (Please insert figures – do not refer to attached accounts) 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"> <tr> <th colspan="3"><u>Company</u></th><th>Account Enclosed</th></tr> <tr> <th><u>Year</u></th><th><u>Turnover</u></th><th><u>Profit</u></th><th></th></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> <tr> <td>2010/11</td><td></td><td></td><td>YES</td></tr> </table> <p>(If exact figures are not available please provide your best estimate of the figures required)</p>	<u>Company</u>			Account Enclosed	<u>Year</u>	<u>Turnover</u>	<u>Profit</u>		2008/09			YES	2009/10			YES	2010/11			YES
<u>Company</u>			Account Enclosed																		
<u>Year</u>	<u>Turnover</u>	<u>Profit</u>																			
2008/09			YES																		
2009/10			YES																		
2010/11			YES																		
2.2	<p>Please show below your company's turnover in the provision of grounds maintenance, in the last three financial years. (Please insert figures – do not refer to attached accounts)</p> <table border="1"> <tr> <th><u>Year</u></th><th>Turnover in relation to grounds maintenance</th></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> </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 grounds maintenance	2008/09		2009/10		2010/11													
<u>Year</u>	Turnover in relation to grounds maintenance																				
2008/09																					
2009/10																					
2010/11																					

Section D:

Outstanding Claims and Contract Terminations

1.	Outstanding Claims / County Court Judgements	
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	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.	
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.	

Section E:

Health & Safety and Equal Opportunities

1.	Health & Safety at Work	
*	<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 & 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: http://www.hse.gov.uk/</i></p> <p><i>Looking after your Business: http://www.hse.gov.uk/business/</i></p> <p><i>Getting Started Step-by-step: http://www.hse.gov.uk/business/must-do.htm</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 & Safety at Work Act 1974)</p> <p>Please tick here if copy enclosed <input type="checkbox"/></p>	YES
1.2	<p>Do you currently hold any external health and safety accreditations, such as CHAS (Contractors Health and Safety Assessment Scheme), or equivalent?</p>	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:</p> <p>Reference No:</p> <p>Date accreditation expires or is to be renewed:</p> <p>Please tick here if a copy of certificate attached <input type="checkbox"/></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>	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.) Method of work, plant/materials, site control, health and safety provision.					
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. Touch screen H & S test (C.P.C.S)					
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:	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? <div style="text-align: center;">Total</div> <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td>No. of accidents reported under RIDDOR last year</td> <td>None</td> </tr> <tr> <td>No. of accidents reported under RIDDOR this year</td> <td>None</td> </tr> </table>		No. of accidents reported under RIDDOR last year	None	No. of accidents reported under RIDDOR this year	None
No. of accidents reported under RIDDOR last year	None					
No. of accidents reported under RIDDOR this year	None					

1.13	<p>Does your company consult with employees on health and safety?</p> <p>If YES, please give details below.</p> <p>Regular staff meetings with H & S on agenda</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>Health & Safety policy drawn up with assistance of Solicitor, regularly updated from internet by C. Benbow.</p>	

2.	Equal Opportunities	
<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> http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/</p> <p><i>Useful links for guidance & Information -</i> http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/guidance-for-small-and-medium-size-businesses/related-links/</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"> - 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 - Human Rights Act 1998 - Equality Act 2006 	<p>NO</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"> - Promote equality of opportunity between disabled persons and other persons - Eliminate unlawful harassment and discrimination - Promote positive attitudes towards all people - Encourage participation by disabled people - 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). 	

	<ul style="list-style-type: none"> - Take active steps to promote equality of opportunity between men and women when carrying out their functions and activities - To promote good race relations <p>How do you promote disability equality, gender equality and race equality towards both users and employees as part of your operations?</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>(NB Organisations with less than 5 employees are not required to respond to questions 2.7, 2.8 and 2.9)</p> <p>Is your policy on equality and diversity set out?</p> <ul style="list-style-type: none"> (a) In instructions to those concerned with recruitment, training and promotion? (b) In documents available to employees, recognised trade unions or other representative groups or employees (c) In recruitment advertisements or other literature? <p>Please supply relevant examples of the instructions, documents, recruitment advertisements or other literature.</p>	<p>NO</p> <p>NO</p> <p>NO</p>

	Please tick here if enclosed <input type="checkbox"/>	
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>	
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>	YES

Section F:

Accreditations and Skills Level

1.	Accreditations				
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. CHAS, Institute of Groundsmanship, or EU Equivalent.</p> <p>Please state whether the award belongs to the company or an individual.</p>				
	Name of Awarding Organisation/Body	Level of Accreditation	Date Achieved	Date of Expiry/Renewal	
	Please provide copies of the certificates you have given above or other proof of the qualifications.				NO
1.2	<p>Please state any formal quality assurance systems relevant to this contract, which your company operates i.e. ISO 9001:2000 or EU Equivalent.</p>				
	Name of Awarding Organisation/Body	Registration Number	Name of Quality Assurance System	Date Achieved	Date of Expiry/Renewal
	Exor Management Services Limited	[REDACTED]	Trustmark Accreditation	1/8/11	1/8/12
	Please provide copies of the certificates you have given above or other proof of the qualifications.				Enclosed

Section G: **Tender Schedule**

1.	Area of Operation												
1.1	<p>We are looking to appoint a minimum of two and a maximum of three providers to be admitted to the framework in each area of Shropshire.</p> <p>Please indicate the areas where you wish to be considered for being invited to quote for future works, you may apply for more than one area:-</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Oswestry Area</td> <td style="width: 40%; text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Market Drayton and Wem Area</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Shrewsbury & Atcham Area</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>South Shropshire Area</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Bridgnorth Area</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>All areas administered by Shropshire Council</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	Oswestry Area	<input type="checkbox"/>	Market Drayton and Wem Area	<input type="checkbox"/>	Shrewsbury & Atcham Area	<input type="checkbox"/>	South Shropshire Area	<input type="checkbox"/>	Bridgnorth Area	<input type="checkbox"/>	All areas administered by Shropshire Council	<input type="checkbox"/>
Oswestry Area	<input type="checkbox"/>												
Market Drayton and Wem Area	<input type="checkbox"/>												
Shrewsbury & Atcham Area	<input type="checkbox"/>												
South Shropshire Area	<input type="checkbox"/>												
Bridgnorth Area	<input type="checkbox"/>												
All areas administered by Shropshire Council	<input type="checkbox"/>												

2. Pricing Schedule					
Please give details of the price for the calendar year 2012, which would be charged for the specification given below. All prices should exclude VAT					
2.1	Please complete the pricing template for a large school, shown below.				
Activity	Detail	Unit	Quantity	Price per Annum	Comments
Maintain: Grassed Areas	a. Amenity	Sq.m.	40,057	£	
	b. Fine Turf	Sq.m.	500	£	
Sports Turf Areas	c. Rugby	Sq.m.	6,900	£	
	d. Senior Football	Sq.m.	10,120	£	
	e. Hockey	Sq.m.	5,060	£	
	f. Running Track	Sq.m.	2,928	£	
	g. Cricket outfield	Sq.m.	10,540	£	
Fine Turf sports	h. Cricket Table	Sq.m.	500	£	
Wicket Preparation	i. Senior Wicket Preparation	No.	15	£	
	j. Synthetic Wicket	No.	1	£	
	k. Nets-practice bays	No.	2	£	
Goals-Pairs	l. Rugby	No.	1	£	
	m. Senior Football	No.	2	£	
	n. Hockey	No.	1	£	
Marking Pitches	o. Rugby	No.	1	£	
	p. Senior Football	No.	2	£	
	q. Hockey	No.	1	£	
	r. Rounders	No.	4	£	
	s. Training Grids 10mx10m	No.	2	£	
Athletics	t. Running Track (400m/6lane)	No.	1	£	
	u. Discus	No.	1	£	
	v. Shot	No.	1	£	
	w. Javelin	No.	1	£	
Hard Play Area		Sq.m.	2,625	£	
Boundary Hedges	Inner Face 0-1m High – 1 Side & top	lin.m.	243	£	
	0-2m High – 1 side only	lin.m.	130	£	
	0-2m High – 1 Side & top	lin.m.	137	£	
	Outer Face 0-1m High – 1 Side Only	lin.m.	243	£	
	0-2m High – 1 side only	lin.m.	137	£	
Total Price				£	

Commercial Information

2.2	<p>Please give details of the price for the calendar year 2012, which would be charged for the specification given below. All prices should exclude VAT</p> <p>Please complete the pricing template for a medium school, shown below.</p>				
Activity	Detail	Unit	Quantity	Price per Annum	Comments
Maintain: Grassed Areas	a. Amenity	Sq.m.	15,646	[REDACTED]	
	b. Rough grass	Sq.m.	357		
Sports Turf Areas	c. Junior football/5-a-side/grids	Sq.m.	1,500	[REDACTED]	
Wicket Preparation	d. Grass Practice strips	No.	1	[REDACTED]	
Goals-Pairs	e. Junior Football	No.	1	[REDACTED]	
Marking Pitches	f. Junior Football	No.	1	[REDACTED]	[REDACTED]
Jumping Pits		Sq.m.	10	[REDACTED]	
Athletics	Running Track (200m/4lane)	No.	1	[REDACTED]	Initial mark Remark
Hard Play Area		Sq.m.	930	[REDACTED]	
Beds and Borders	Type D	Sq.m.	208	[REDACTED]	
Plant Maintenance	Shrubs	Sq.m.	208	[REDACTED]	
Ornamental Hedges	Inner Face 0-2m High – 1 Side & top	lin.m.	170	[REDACTED]	
	Outer Face 0-2m High – 1 side only	lin.m.	170	[REDACTED]	
Total Price				[REDACTED]	

2.3	Please give details of the price for the calendar year 2012, which would be charged for the specification given below. All prices should exclude VAT Please complete the pricing template for a small school, shown below.				
Activity	Detail	Unit	Quantity	Price per Annum	Comments
Maintain: Grassed Areas	a. Amenity	Sq.m.	4,022		
	b. Rough grass	Sq.m.	31		
Goals-Pairs	c. Junior Football	No.	1		
Marking Pitches	d. Junior Football	No.	1		Initial mark Remark
	e. Rounders	No.	1		Initial mark Remark
Athletics	Running Track (60m/6lane)	No.	1		Initial mark Remark
Hard Play Area		Sq.m.	465		
Beds and Borders	Type A	Sq.m.	31		
Plant Maintenance	Shrubs	Sq.m.	31		
Boundary Hedges	Inner Face 0-1m High – 1 Side & top	lin.m.	135		
	0-2m High – 1 side only	lin.m	77		
	Outer Face 0-1m High – 1 side only	lin.m.	90		
Total Price					

3.	Ability to Deliver Service
	<p>The Model Specification is enclosed and is a guide for the type of work you may be invited to quote for if accepted onto the framework. Please indicate that you have read and agree to adhere to the standards laid out in the Model Specification:</p> <p style="text-align: right;">YES</p> <p>Please indicate any areas where you have concerns and would wish to seek further clarification or instruction:-</p>

4. Contract Experience and References					
4.1	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	[REDACTED]	[REDACTED]	[REDACTED]	Primary School maintenance	2001 - present
2	[REDACTED]	[REDACTED]	[REDACTED]	Grounds maintenance in Care Homes	2001 - present
3	[REDACTED]	[REDACTED]	[REDACTED]	Football pitch maintenance & general ground maintenance.	2004 - present
4	[REDACTED]	[REDACTED]	[REDACTED]	General grounds maintenance	2003 – present
5	[REDACTED]	[REDACTED]	[REDACTED]	Grass maintenance at Ellesmere Lake & The Racecourse, Oswestry	2004 - present
6	[REDACTED]	[REDACTED]	[REDACTED]	Work on astro turf pitch	2005 - present
7	[REDACTED]	[REDACTED]	[REDACTED]	Grounds maintenance in various primary schools	2001 - present
8					



9					
10					

4.2	<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 services.</p> <p>We are able to provide a wide range of services . We deliver a quality service which meets or exceeds our customer's expectations by focusing on our core values of Timeliness, Information, Professionalism, Attitude and Completion. We will take all reasonable steps to minimise the inconvenience caused whilst we undertake works. We expect our staff to be polite and courteous to members of the community and ensure that we are easy to do business with.</p> <p>Our commitment is:</p> <ul style="list-style-type: none"> • To deliver excellent customer care performance • To ensure all parties are aware of any unavoidable disruption caused by our works • To protect property and the surrounding environment whilst undertaking work • To maintain site controls to protect both customers and employees from injury • To ensure that works are completed in a timely and professional manner • To ensure that the area is left tidy with all excess materials being removed from site • To respond to customer enquiries in a polite and courteous manner • To keep the customer informed of any delays • To promote getting the job right first time to prevent unnecessary return visits <p>Timeliness – We will work efficiently and strive to meet all planned timescales and keep our customers up to date with any changes</p> <p>Information – We will ensure that our customers will be provided with clear information on all our work in a timely, accurate and user friendly manner.</p> <p>Professionalism – We will provide a professional, high quality service, right first time approach.</p> <p>Attitude – We will show how we care by being courteous and considerate, listening and admitting when we get it wrong.</p> <p>Completion – We will commit to exceeding customer expectations – recognising the importance of leaving the customer with a great and lasting impression.</p> <p>Benbow Garden Services Ltd has been in existence since 1997 employed by [REDACTED]</p> <p>[REDACTED]</p> <p>Our company undertakes regular contracts, both private and commercial/public authorities offering grass maintenance, planting, pruning, tree work, wood chipping, turfing, reseeding and all other garden and ground work as well as fencing, digger work, concreting and slabbing.</p> <p>OUR REPUTATION IS YOUR GUARANTEE</p>

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5.1	<p>How would you work with schools to maintain a biodiverse environment?</p> <p>Any work that we undertake at schools we liaise closely with appropriate staff to discuss all environmental issues prior to commencement of work.</p>
5.2	<p>What sustainable materials do you use within your work?</p> <p>All materials are bought locally and wherever possible are made from sustainable products e.g. bark chips, (recycled ourselves).</p> <p>Benches (furniture etc) from recycled materials when possible.</p>

5.3	<p>How would you reduce the need to use herbicides?</p> <p>We only use herbicides where necessary, digging out weeds helps reduce need for them.</p>
5.4	<p>Who or how many of your staff holds a Certificate of Competence for using pesticides?</p> <p>One. [REDACTED]</p>

6.	Safeguarding
6.1	<p>Are any of your staff CRB checked? If so, please give details of their role and frequency of check.</p> <p>Yes Renewed September 2011 Checked 3 yearly</p> <p> All members of our grounds maintenance staff</p> <p></p>
6.2	<p>Please detail any procedures you have in place to make your staff aware of safeguarding issues (e.g. informing them not to have unsupervised contact with children)</p> <p>As a Chair of Governors I understand the importance of safeguarding children. At regular staff meetings this is on the agenda as a reminder to all staff.</p>



Tender Response Document

**YMC 032 – FRAMEWORK ARRANGEMENT FOR THE
PROVISION OF GROUNDS MAINTENANCE FOR THE
USE BY SCHOOLS**

Name of TENDERING
ORGANISATION
(please insert)

Bloomin' Gardens & Landscapes LTD

Shropshire Council Tender Response Document

Contract Description:

The framework is for providing a grounds maintenance service to schools. The framework is split into five geographic regions and we are looking to appoint two – three contractors for each area of the framework.

The contract will be for an initial period of two years, with option to extend for a further two year period. It will start on 1 January 2012.

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: [REDACTED], Procurement Officer, [REDACTED] or via email quoting the contract reference to 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
You must sign all 4 certificates in sections A1 to A4		
B	Applicant Organisation Details	9
C	Financial & Insurance Information	10
D	Outstanding Claims & Contract Terminations	11
E	Health & Safety and Equal Opportunities	14
F	Accreditations and Skills Level	20

G	Tender Schedule	21
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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.

Section / Question No.	Selection Criteria
Section B / Q 1 & 2	Applicant details – For information only
Section C / Q 1 & 2	Adequate Financial Stability & Insurance
Section D / Q 1 & 2	Adequate Outstanding Claims & Terminations
Section E / Q 1 & 2	Adequate Health & Safety and Equal Opportunities
Section F / Q 1	Adequate Accreditations and Skills Level

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 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
Price 40% (400 marks)		
Section G / Q 2	Price	40% / 400 max marks
Total for price		40% / 400 max marks
Quality 60% (600 marks)		
Section G / Q 3	Ability to Deliver Service	20% / 200 max marks
Section G / Q 4	Relevant experience & Health & Safety Policy record	20% / 200 max marks
Section G / Q 5	Environmental, Sustainability & other issues	15% / 150 max marks
Section G / Q 6	Safeguarding Issues	5% / 50 max marks
Total for quality		60% / 600 max marks

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
Excellent	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	
Good	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	
Acceptable	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	

Minor Reservations	4	<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>
	3	
Serious Reservations	2	<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>
	1	
Unacceptable	0	<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 400. 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.

The price will be evaluated by the total cost of providing a grounds maintenance service for a year to the three school situations detailed in the pricing section of the tender document.

Where a tenderer has not included a price for a particular element, the mean average of tenders that do complete this section will be used. The situations of the three schools are indicative, and may vary from actual requirements. If insufficient pricing information is given, then it may not be possible to evaluate the tender and it will be excluded.

Section A:
1. Form of Tender

Form of Tender

Shropshire Council

Tender for the framework for grounds maintenance for use by schools

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 inclusion into a framework arrangement for the provision of a grounds maintenance 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 09 September 2011

Designation ...Director

Company Bloomin' Gardens & Landscapes LTD

Address ...107 Ibstock Rd, Ellistown, Leics. LE67 1EE

Post Code LE67 1EE

Tel No



Fax No 01530 550100

E-mail address the gardeners@bloomin-gardens.co.uk

Web address www.bloomin-gardens.co.uk

Section A:
2. Non-Canvassing Certificate

Non-Canvassing Certificate

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

We hereby certify that 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.

We further hereby undertake that 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 Director

(For and on behalf of Bloomin' Gardens & Landscapes LTD)

Date 09/09/11

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:

We certify that this is a bona fide Tender, intended to be competitive and that 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.

We also certify that We have not done and undertake that 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 Director

(For and on behalf of Bloomin' Gardens & Landscapes LTD)

7/1/2022/11/1

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.

	
	Status Director

(For and on behalf of Bloomin' Gardens & Landscapes LTD)

Date 09/09/11

Section B: **Applicant Organisation Details**

1.	Applicant Details
1.1	<p>Name of contracting Company/Organisation: Bloomin' Gardens & Landscapes LTD</p> <p>Address: Portwood Industrial Estate Church Street Church Gresley Swadlincote Derbyshire</p> <p>Postcode: DE11 9PT Tel: [REDACTED]</p> <p>Email: the gardeners@bloomin-gardens.co.uk</p>
1.2	<p>Registered name (if different from above):</p> <p>Registered Office Address: 107 Ibstock Rd. Ellistown, Leics.</p> <p>Postcode: LE67 1EE</p> <p>Company registration number: 04840130</p>
1.3	<p>Details of the individual completing this application and to which we may correspond:</p> <p>Name: [REDACTED]</p> <p>Job title: Director</p> <p>Correspondence Address: Bloomin' gardens & Landscapes Ltd. Portwood Industrial Estate Church Street Church Gresley Swadlincote Derbyshire</p> <p>Postcode: DE11 9PT</p>

	Tel: [REDACTED] Email: thegardeners@bloomin-gardens.co.uk	
1.4	Type of Organisation (please <u>tick</u> all those appropriate):	
(a)	Sole trader	
(b)	Partnership	
(c)	Private Limited Company	✓
(d)	Public Limited Company	
(e)	Charity/Social enterprise	
(f)	Franchise	
(g)	Public Sector Organisation	
1.5	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> If No, Please confirm you are an enterprise which employs more than 250 people	YES N/A

2.	Company History/Background	
2.1	Date Company established: January 2001 as a partnership 21/07/2003 as a private limited company	
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>
2.4	<p>How many years has your company been providing grounds maintenance?</p> <p style="text-align: center;">10 years</p>
2.5	<p>Total number of employees: ■</p>
2.6	<p>Total number of employees engaged solely in the provision of grounds maintenance?</p> <p>■</p>

Section C: **Financial & Insurance Information**

1.	Insurance Details	
*	<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	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 09/04/2011</p> <p>Expiry date of the policy 09/04/2012</p> <p>Policy number/reference XXXXXXXXXX</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	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 09/04/2011</p> <p>Expiry date of the policy 09/04/2012</p> <p>Policy number/reference XXXXXXXXXX</p> <p>Conditions/Exceptions</p> <p>.....</p> <p>.....</p>	
1.3	Please enclose photocopies of your Certificates of Insurance	Enclosed

	duly signed as authentic copies of the originals	YES																				
2.	Financial Details																					
*	<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. (Please insert figures – do not refer to attached accounts)</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>Account s Enclosed</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>2008/09</td><td>██████</td><td>██████</td><td>YES</td></tr> <tr> <td>2009/10</td><td>██████</td><td>██████</td><td>YES</td></tr> <tr> <td>2010/11</td><td>██████</td><td>Awaiting final figure</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>			Account s Enclosed	<u>Year</u>	<u>Turnover</u>	<u>Profit(Loss)</u>		2008/09	██████	██████	YES	2009/10	██████	██████	YES	2010/11	██████	Awaiting final figure	YES
<u>Company</u>			Account s Enclosed																			
<u>Year</u>	<u>Turnover</u>	<u>Profit(Loss)</u>																				
2008/09	██████	██████	YES																			
2009/10	██████	██████	YES																			
2010/11	██████	Awaiting final figure	YES																			
2.2	<p>Please show below your company's turnover in the provision of grounds maintenance, in the last three financial years. (Please insert figures – do not refer to attached accounts)</p> <table border="1"> <thead> <tr> <th><u>Year</u></th><th>Turnover in relation to grounds maintenance</th></tr> </thead> <tbody> <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> <p>(If exact figures are not available please provide your best estimate of the figures required)</p>		<u>Year</u>	Turnover in relation to grounds maintenance	2008/09	██████	2009/10	██████	2010/11	██████												
<u>Year</u>	Turnover in relation to grounds maintenance																					
2008/09	██████																					
2009/10	██████																					
2010/11	██████																					

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

1.	Outstanding Claims / County Court Judgements	
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	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**

1.	Health & Safety at Work	
*	<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 & 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: http://www.hse.gov.uk/</i></p> <p><i>Looking after your Business: http://www.hse.gov.uk/business/</i></p> <p><i>Getting Started Step-by-step: http://www.hse.gov.uk/business/must-do.htm</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 & Safety at Work Act 1974)</p> <p>Please tick here if copy enclosed ✓</p>	YES
1.2	<p>Do you currently hold any external health and safety accreditations, such as CHAS (Contractors Health and Safety Assessment Scheme), or equivalent?</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: SAFEcontractor</p> <p>Reference No: N00158652</p> <p>Date accreditation expires or is to be renewed: 22/09/2011</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	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>All our working practices are Risk Assessed annually and all new contract sites are site specific assessed before works commenced – included in documents submitted.</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>All staff have a basic H & S induction, all have gained NVQ2 in Amenity Horticulture in the last 12 months covering H & S as part of the course. The directors pass on any relevant regulation changes/updates and all staff regularly have update training on plant / machinery.</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? Please give details below: All H & S issues are monitored by the directors and records kept inhouse.	NO

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" data-bbox="432 257 1015 456"> <tr> <td colspan="2" data-bbox="432 293 820 371" style="text-align: right;">Total</td></tr> <tr> <td data-bbox="432 293 820 371">No. of accidents reported under RIDDOR last year</td><td data-bbox="820 293 1015 371">0</td></tr> <tr> <td data-bbox="432 371 820 456">No. of accidents reported under RIDDOR this year</td><td data-bbox="820 371 1015 456">0</td></tr> </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>Regular staff meetings/bulletins. Open communication between staff and management, best practice recognised and implemented across the company. Any issues/concerns are acknowledged and dealt with to a solution agreeable to both parties including training, retraining or change of practice.</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</p>							

	<p>consultant to help you.</p> <p>Both directors come from a local government background and have attended many courses and are both highly qualified in their field.</p> <p>They regularly check the HSE website and have access to industry publications advising of new practice.</p> <p>If advice was needed they would contact the local HSE representative.</p> <p>http://www.hse.gov.uk/</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> http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/</p> <p><i>Useful links for guidance & Information -</i> http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/guidance-for-small-and-medium-size-businesses/related-links/</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"> - Sex Discrimination Act 1975 - Equal Pay Acts 1970 and 1983 - Race Relations Act 1976 	Enclosed YES

	<ul style="list-style-type: none"> - Disability Discrimination Acts 1995 and 2005 - Employment Equality (Religion or Belief) Regulations 2003 - Employment Equality (Sexual Orientation) Regulations 2003 - 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"> - Promote equality of opportunity between disabled persons and other persons - Eliminate unlawful harassment and discrimination - Promote positive attitudes towards all people - Encourage participation by disabled people - 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). - Take active steps to promote equality of opportunity between men and women when carrying out their functions and activities - To promote good race relations <p>How do you promote disability equality, gender equality and race equality towards both users and employees as part of your operations?</p> <p>Bloomin' gardens is committed to eliminating discrimination and encouraging diversity amongst our work force. Our aim is that our work force will be truly representative of all sections of society and each employee feels respected and able to give their best.</p> <p>As part of this all staff have access to our "Equality & Diversity Policy", this forms part of our induction and ongoing training and development system.</p> <p>Within this training and a strong part of our company ethos is that our employees approach and deal with each client or member of the public without prejudice or discrimination.</p> <p>At present our clients include organisations who work and support children and young adults, people with a range of mental and physical health issues, substance abuse problems and elderly clients who live in Almshouses or are tenants under a housing association.</p> <p>We are aware that each client be judged individually and their needs be assessed, recognised and valued.</p> <p>As a company we are prepared to cope, and do so on a regular basis, with certain restrictions which may apply when providing our service within the contract specifications but under no circumstances would this affect our standard of workmanship for your clients.</p> <p>Equality in the workplace is good management practice and makes sound business sense; we encourage all employees to follow the principles of our policies when delivering our services in the public domain.</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>(NB Organisations with less than 5 employees are not required to respond to questions 2.7, 2.8 and 2.9)</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>All our job adverts are placed in the local job centres and utilise their on line facilities and as such fulfil their equality and diversity guidelines. We encourage all applicants and interview all who possess the required qualifications and/or experience regardless of gender, religion, race etc. 25% of our staff are female. We encourage young people on work placements and have utilised the “New deal” plan to get long term non workers back into the workforce.</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. Policy included</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:

Accreditations and Skills Level

1.	Accreditations				
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. CHAS, Institute of Groundsmanship, or EU Equivalent.</p> <p>Please state whether the award belongs to the company or an individual.</p>				
	Name of Awarding Organisation/Body	Level of Accreditation	Date Achieved	Date of Expiry/ Renewal	
	SAFEcontractor [REDACTED] – Member of the Institute Of Groundsmanship [REDACTED] – Member of the Institute of Horticulture	accredited	2008	09/2010	
	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. ISO 9001:2000 or EU Equivalent.				
	Name of Awarding Organisation/Body	Registration Number	Name of Quality Assurance System	Date Achieved	Date of Expiry/ Renewal
	Please provide copies of the certificates you have given above or other				

	proof of the qualifications.	NO
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Section G: **Tender Schedule**

1.	Area of Operation												
1.1	<p>We are looking to appoint a minimum of two and a maximum of three providers to be admitted to the framework in each area of Shropshire.</p> <p>Please indicate the areas where you wish to be considered for being invited to quote for future works, you may apply for more than one area:-</p> <table style="width: 100%;"> <tr> <td style="text-align: center;">Oswestry Area</td><td style="text-align: center;"><input type="checkbox"/></td></tr> <tr> <td style="text-align: center;">Market Drayton and Wem Area</td><td style="text-align: center;"><input type="checkbox"/></td></tr> <tr> <td style="text-align: center;">Shrewsbury & Atcham Area</td><td style="text-align: center;"><input type="checkbox"/></td></tr> <tr> <td style="text-align: center;">South Shropshire Area</td><td style="text-align: center;"><input type="checkbox"/></td></tr> <tr> <td style="text-align: center;">Bridgnorth Area</td><td style="text-align: center;"><input type="checkbox"/></td></tr> <tr> <td style="text-align: center;">All areas administered by Shropshire Council</td><td style="text-align: center;"><input checked="" type="checkbox"/></td></tr> </table>	Oswestry Area	<input type="checkbox"/>	Market Drayton and Wem Area	<input type="checkbox"/>	Shrewsbury & Atcham Area	<input type="checkbox"/>	South Shropshire Area	<input type="checkbox"/>	Bridgnorth Area	<input type="checkbox"/>	All areas administered by Shropshire Council	<input checked="" type="checkbox"/>
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South Shropshire Area	<input type="checkbox"/>												
Bridgnorth Area	<input type="checkbox"/>												
All areas administered by Shropshire Council	<input checked="" type="checkbox"/>												

2.	Pricing Schedule				
	Please give details of the price for the calendar year 2012, which would be charged for the specification given below. All prices should exclude VAT				
2.1	Please complete the pricing template for a large school, shown below.				
Activity	Detail	Unit	Quantity	Price per Annum	Comments
Maintain: Grassed Areas	a. Amenity	Sq.m.	40,057		
	b. Fine Turf	Sq.m.	500		
Sports Turf Areas	c. Rugby	Sq.m.	6,900		
	d. Senior Football	Sq.m.	10,120		
	e. Hockey	Sq.m.	5,060		
	f. Running Track	Sq.m.	2,928		
	g. Cricket outfield	Sq.m.	10,540		
Fine Turf sports	h. Cricket Table	Sq.m.	500		
Wicket Preparation	i. Senior Wicket Preparation	No.	15		
	j. Synthetic Wicket	No.	1		
	k. Nets-practice bays	No.	2		
Goals-Pairs	l. Rugby	No.	1		
	m. Senior Football	No.	2		
	n. Hockey	No.	1		
Marking Pitches	o. Rugby	No.	1	£195.0	
	p. Senior Football	No.	2		
	q. Hockey	No.	1		
	r. Rounders	No.	4		
	s. Training Grids 10mx10m	No.	2		
Athletics	t. Running Track (400m/6lane)	No.	1	£	
	u. Discus	No.	1		
	v. Shot	No.	1		
	w. Javelin	No.	1		
Hard Play Area		Sq.m.	2,625		
Boundary Hedges	Inner Face 0-1m High – 1 Side & top	lin.m.	243		
	0-2m High – 1 side only	lin.m.	130		
	0-2m High – 1 Side & top	lin.m.	137		
	Outer Face 0-1m High – 1 Side Only	lin.m.	243		
	0-2m High – 1 side only	lin.m.	137		
Total Price					

2.2	<p>Please give details of the price for the calendar year 2012, which would be charged for the specification given below. All prices should exclude VAT</p> <p>Please complete the pricing template for a medium school, shown below.</p>				
Activity	Detail	Unit	Quantity	Price per Annum	Comments
Maintain: Grassed Areas	a. Amenity	Sq.m.	15,646	[REDACTED]	
	b. Rough grass	Sq.m.	357		
Sports Turf Areas	c. Junior football/5-a-side/grids	Sq.m.	1,500	[REDACTED]	
Wicket Preparation	d. Grass Practice strips	No.	1	[REDACTED]	
Goals-Pairs	e. Junior Football	No.	1	[REDACTED]	
Marking Pitches	f. Junior Football	No.	1	[REDACTED]	
Jumping Pits		Sq.m.	10	[REDACTED]	
Athletics	Running Track (200m/4lane)	No.	1	[REDACTED]	
Hard Play Area		Sq.m.	930	[REDACTED]	
Beds and Borders	Type D	Sq.m.	208	[REDACTED]	
Plant Maintenance	Shrubs	Sq.m.	208	[REDACTED]	
Ornamental Hedges	Inner Face 0-2m High – 1 Side & top	lin.m.	170	[REDACTED]	
	Outer Face 0-2m High – 1 side only	lin.m.	170	[REDACTED]	
Total Price				[REDACTED]	

2.3	Please give details of the price for the calendar year 2012, which would be charged for the specification given below. All prices should exclude VAT Please complete the pricing template for a small school, shown below.				
Activity	Detail	Unit	Quantity	Price per Annum	Comments
Maintain: Grassed Areas	a. Amenity	Sq.m.	4,022	██████	
	b. Rough grass	Sq.m.	31	£██████	
Goals-Pairs	c. Junior Football	No.	1	██████	
Marking Pitches	d. Junior Football	No.	1	██████	
	e. Rounders	No.	1	██████	
Athletics	Running Track (60m/6lane)	No.	1	██████	
Hard Play Area		Sq.m.	465	██████	
Beds and Borders	Type A	Sq.m.	31	██████	
Plant Maintenance	Shrubs	Sq.m.	31	██████	
Boundary Hedges	Inner Face 0-1m High – 1 Side & top	lin.m.	135	██████	
	0-2m High – 1 side only	lin.m	77	██████	
	Outer Face 0-1m High – 1 side only	lin.m.	90	██████	
Total Price				██████	

3.	Ability to Deliver Service
	<p>The Model Specification is enclosed and is a guide for the type of work you may be invited to quote for if accepted onto the framework. Please indicate that you have read and agree to adhere to the standards laid out in the Model Specification:</p> <p style="text-align: right;">YES</p> <p>Please indicate any areas where you have concerns and would wish to seek further clarification or instruction:-</p>

4.	Contract Experience and References				
4.1	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	[REDACTED]	[REDACTED]	[REDACTED]	ALL GROUNDS MAINTENANCE OF 100 SITES / WINTER GRITTING	2002 - PRESENT
2	[REDACTED]	[REDACTED]	[REDACTED]	GROUNDS MAINTENANCE AND SPORTS FACILITY MARKING OUT	2008- PRESENT
3	[REDACTED]	[REDACTED]	[REDACTED]	GROUNDS MAINTENANCE	2002- PRESENT
4	[REDACTED]	[REDACTED]	[REDACTED]	GROUNDS MAINTENANCE AND SPORTS FACILITY MARKING OUT	2006 - PRESENT
5	[REDACTED]	[REDACTED]	[REDACTED]	GROUNDS MAINTENANCE	2002- PRESENT
6	[REDACTED]	[REDACTED]	[REDACTED]	GROUNDS MAINTENANCE	2009- PRESENT
7	[REDACTED]	[REDACTED]	[REDACTED]	GROUNDS MAINTENANCE AND SPORTS FACILITY	2008- PRESENT

		DUFFIELD		MARKING OUT	
8					
9					
10					

4.2	<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 services.</p> <p>Bloomin' Gardens was formed in April 2001, by [REDACTED] and [REDACTED], who had previously worked together for over 15 years at [REDACTED].</p> <p>Through years of hard work, on the job training and gaining the required college qualifications, [REDACTED] was promoted to the position of grounds maintenance manager and [REDACTED] was his works supervisor, managing a workforce of over 50 personnel and many large contracts.</p> <p>After being successful in these positions in April 2001 they decided to branch out on their own and Bloomin' Gardens was formed with one small van, two mowers and several hand tools from their sheds they began their first job. By July 2003 they were advised to become a Limited Company.</p> <p>The company now employs fully qualified, highly skilled gardeners, tree surgeons, hard landscaper and an administrator servicing our domestic division clients and our commercial clients including the NHS, local authorities, parish councils, schools and industrial properties.</p> <p><i>The contract will be overseen by [REDACTED] – their CV's are below.</i> All of our operatives are highly trained, experienced and qualified in many horticultural tasks, all staff are first aid qualified and have a minimum qualification of NVQ 2 in Amenity Horticulture and between them hold the following qualifications:</p> <p>City & Guilds in Horticulture, National Diploma in Horticulture, NPTC PA1, PA2,PA6,PA6W,CS30,CS31,CS32,CS33,CS38,CS39,COTS certification, NVQ level 4 in management, ILM certificate</p>

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	<div>Certificates</div> <div>Interests</div> <div>[Redacted Content]</div>
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Personal Information

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5.	Environmental and Sustainability Issues
5.1	<p>How would you work with schools to maintain a biodiverse environment?</p> <p>We understand that opening up a school environment to the world around will benefit both the staff and pupils and visitors to the school.</p> <p>We have aided schools in applying for and sucessfully gaining grants to improve grounds.</p> <p>We have designed and built 2 wildlife gardens in the last 2 years – one of which is being used by other schools in the vicinity.</p> <p>We regularly give advise on gaining and maintaining wild areas or veg plots being used as a teaching aid.</p> <p>We can design areas within the school grounds to be more environmentally friendly and to encourage wildlife.I.E animal habitats, bog gardens, ponds etc.</p>

5.2	<p>What sustainable materials do you use within your work?</p> <p>We only use reputable suppliers and try where possible to present our clients with materials from sustainable sources.</p> <p>We are committed to providing a quality service in a manner that ensures a safe and healthy workplace for our employees and minimises our potential impact on the environment. We will operate in compliance with all relevant environmental legislation and we will strive to use pollution prevention and environmental best practices in all we do.</p> <p>We will:-</p> <ul style="list-style-type: none"> • integrate the consideration of environmental concerns and impacts into all of our decision making and activities, • promote environmental awareness among our employees and encourage them to work and travel in an environmentally responsible manner, • train, educate and inform our employees about environmental issues that may affect their work, • reduce waste through re-use and recycling and by purchasing recycled, recyclable or re-furnished products and materials where these alternatives are available, economical and suitable, • promote efficient use of materials and resources especially through sustainable sources throughout our company including water, electricity, office materials, raw materials and other resources, particularly those that are non-renewable, looking towards alternative fuelled vehicles i.e LPG, • avoid unnecessary use of hazardous materials and products, seek substitutions when feasible, and take all reasonable steps to protect human health and the environment when such materials must be used, stored and disposed of, • purchase and use environmentally responsible products accordingly, • where required by legislation or where significant health, safety or environmental hazards exist, develop and maintain appropriate emergency and spill response programmes, • communicate our environmental commitment to clients, customers and the public and encourage them to support it, • Strive to continually improve our environmental performance and minimise the social impact and damage of activities by periodically reviewing our environmental policy in light of our current and planned future activities.
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5.3	<p>How would you reduce the need to use herbicides?</p> <p>As a company we effectively try to reduce the use of herbicides and only use “Roundup Probiactive”, generally considered totally safe. We never use residual herbicides unless requested by the client.</p> <p>We would advise on methods to reduce herbicide use such as utilising weed suppressant fabric and mulch, regular maintenance of shrub beds to lower weed growth.</p> <p>Bloomin' Gardens maintains procedures for identifying, examining and evaluating the environmental effects over which it could be expected to have an influence when providing its services. A list of significant environmental aspects is maintained and reviewed annually such as fuel and pesticide usage. Bloomin' Gardens has procedures to record all applicable environmental legal requirements and uses the DEFRA website to update regularly anything concerning legislation, regulations, codes and policies relating to the environmental aspects of activities, products and services.</p> <p>Any additional information that comes into the office will be logged and distributed to staff.</p> <p>Bloomin' Gardens want to demonstrate a commitment to continual improvement in environmental performance where that is possible and practicable.</p> <p>These objectives and targets wherever practicable will be measurable and will seek to quantify the commitment to continual improvement in environmental performance over defined time scales.</p> <p>The directors are responsible for setting the targets and the relevant timescale to achieve the target.</p>
5.4	<p>Who or how many of your staff holds a Certificate of Competence for using pesticides?</p> <p>9 STAFF</p>

6.	Safeguarding
6.1	<p>Are any of your staff CRB checked? If so, please give details of their role and frequency of check.</p> <p>Any staff who currently work in schools or NHS facilities with vulnerable clients hold CRB full disclosure certificates</p>
6.2	<p>Please detail any procedures you have in place to make your staff aware of safeguarding issues (e.g. informing them not to have unsupervised contact with children)</p> <p>This subject and company guidelines are covered in staff induction and reiterated when a new contract is awarded.</p>



Tender Response Document

**YMC 032 – FRAMEWORK ARRANGEMENT FOR THE
PROVISION OF GROUNDS MAINTENANCE FOR THE
USE BY SCHOOLS**

Name of TENDERING
ORGANISATION
(please insert)

Fastrack Maintenance Ltd

Shropshire Council Tender Response Document

Contract Description:

The framework is for providing a grounds maintenance service to schools. The framework is split into five geographic regions and we are looking to appoint two – three contractors for each area of the framework.

The contract will be for an initial period of two years, with option to extend for a further two year period. It will start on 1 January 2012.

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: [REDACTED], Procurement Officer, [REDACTED] or via email quoting the contract reference to 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
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A2	Non-Canvassing Certificate	6
A3	Non-Collusive Tendering Certificate	7
A4	Declaration of Connection with Officers or Elected Members of the Council	8
You must sign all 4 certificates in sections A1 to A4		
B	Applicant Organisation Details	9
C	Financial & Insurance Information	10
D	Outstanding Claims & Contract Terminations	11
E	Health & Safety and Equal Opportunities	14
F	Accreditations and Skills Level	20

G	Tender Schedule	21
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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.

Section / Question No.	Selection Criteria
Section B / Q 1 & 2	Applicant details – For information only
Section C / Q 1 & 2	Adequate Financial Stability & Insurance
Section D / Q 1 & 2	Adequate Outstanding Claims & Terminations
Section E / Q 1 & 2	Adequate Health & Safety and Equal Opportunities
Section F / Q 1	Adequate Accreditations and Skills Level

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 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
Price 40% (400 marks)		
Section G / Q 2	Price	40% / 400 max marks
Total for price		40% / 400 max marks
Quality 60% (600 marks)		
Section G / Q 3	Ability to Deliver Service	20% / 200 max marks
Section G / Q 4	Relevant experience & Health & Safety Policy record	20% / 200 max marks
Section G / Q 5	Environmental, Sustainability & other issues	15% / 150 max marks
Section G / Q 6	Safeguarding Issues	5% / 50 max marks
Total for quality		60% / 600 max marks

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
Excellent	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	
Good	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	
Acceptable	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	

Minor Reservations	4	<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>
	3	
Serious Reservations	2	<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>
	1	
Unacceptable	0	<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 400. 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.

The price will be evaluated by the total cost of providing a grounds maintenance service for a year to the three school situations detailed in the pricing section of the tender document.

Where a tenderer has not included a price for a particular element, the mean average of tenders that do complete this section will be used. The situations of the three schools are indicative, and may vary from actual requirements. If insufficient pricing information is given, then it may not be possible to evaluate the tender and it will be excluded.

Section A:
1. Form of Tender

Form of Tender

Shropshire Council

Tender for the framework for grounds maintenance for use by schools

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 inclusion into a framework arrangement for the provision of a grounds maintenance 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 **Gary Jones**

Date **9th September 2011**

Designation **Managing Director**

Company **Fastrack Maintenance Ltd**

Address **The Briars, 7 Broomhall Close, Oswestry, Shropshire**

Post Code **SY10 7HF**

Tel No **[REDACTED]** Fax No **01691 653067**

E-mail address **sales@fastrackmaintenance.co.uk**

Web address **www.fastrackmaintenance.co.uk**

Section A:
2. Non-Canvassing Certificate

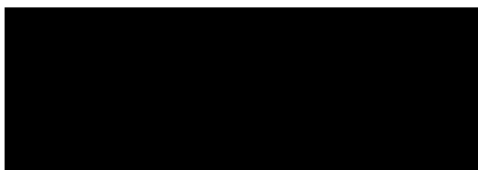
Non-Canvassing Certificate

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.

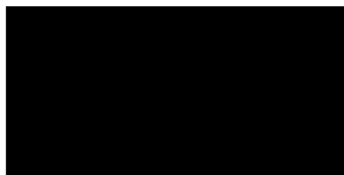
I/We further hereby undertake that I/We will not in the future canvass or solicit any member officer or employee of the Council in connection with the award of this Tender or any other Tender or proposed Tender for the Services and that no person employed by me/us or acting on my/our behalf will do any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

Signed (1)



Status **Director**

Signed (2)



Status **Director**

(For and on behalf of **Fastrack Maintenance Ltd**)

Date **9th September 2011**

Section A:
3. Non-Collusive Tendering Certificate

Non-collusive Tendering Certificate

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

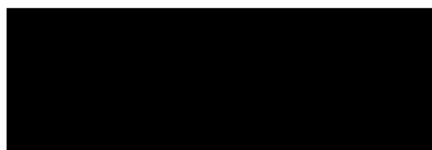
The essence of selective tendering is that the Council shall receive bona fide competitive Tenders from all persons tendering. In recognition of this principle:

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:-

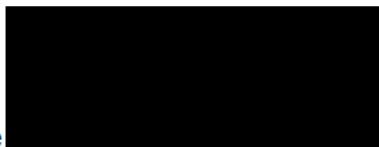
- (a) communicating to a person other than the Council the amount or approximate amount of my/our proposed Tender (other than in confidence in order to obtain quotations necessary for the preparation of the Tender for insurance); or
- (b) entering into any agreement or arrangement with any other person 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 **Director**

Signe



Status **Director**

(For and on behalf of Fastrack Maintenance Ltd)

Date **9th September 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 Director

Signe

Status Director

(For and on behalf of **Fastrack Maintenance Ltd**)

Date **9th September 2011**

Section B: **Applicant Organisation Details**

1.	Applicant Details
1.1	<p>Name of contracting Company/Organisation: Fastrack Maintenance Ltd</p> <p>Address: The Briars 7 Broomhall Close Oswestry Shropshire</p> <p>Postcode: SY10 7HF</p> <p>Tel: [REDACTED]</p> <p>Email: sales@fastrackmaintenance.co.uk</p>
1.2	<p>Registered name (if different from above):</p> <p>Registered Office Address: The Briars 7 Broomhall Close Oswestry Shropshire</p> <p>Postcode: SY10 7HF</p> <p>Company registration number: 03864568</p>
1.3	<p>Details of the individual completing this application and to which we may correspond:</p> <p>Name: [REDACTED]</p> <p>Job title: Managing Director</p> <p>Correspondence Address: The Briars 7 Broomhall Close Oswestry Shropshire Postcode: SY10 7HF</p> <p>Tel: 01691 653017</p> <p>Email: sales@fastrackmaintenance.co.uk</p>

1.4	Type of Organisation (please <u>tick</u> all those appropriate):	
(a)	Sole trader	
(b)	Partnership	
(c)	Private Limited Company	✓
(d)	Public Limited Company	
(e)	Charity/Social enterprise	
(f)	Franchise	
(g)	Public Sector Organisation	
1.5	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> If No, Please confirm you are an enterprise which employs more than 250 people	YES NO

2.	Company History/Background	
2.1	Date Company established: 25 th October 1999	
2.2	Is the applicant a subsidiary of another company as defined by the Companies Act 1985?	NO
2.3	If YES to 2.2 give the following details of the Holding/Parent Company: Registered Name: Registered Address: Postcode: Registration Number:	
2.4	How many years has your company been providing grounds maintenance? <div style="text-align: right;">11 years</div>	
2.5	Total number of employees: ■	
2.6	Total number of employees engaged solely in the provision of grounds maintenance? ■	

Section C: **Financial & Insurance Information**

1.	Insurance Details	
*	<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	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 1st February 2011</p> <p>Expiry date of the policy 1st February 2012</p> <p>Policy number/reference XXXXXXXXXX</p> <p>Conditions/Exceptions N/A</p> <p>.....</p> <p>.....</p>	
1.2 (a)	Please confirm that you hold a minimum of £5,000,000 Employer's Liability Insurance	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 1st February 2011</p> <p>Expiry date of the policy 1st February 2012</p> <p>Policy number/reference XXXXXXXXXX</p> <p>Conditions/Exceptions N/A</p> <p>.....</p> <p>.....</p>	
1.3	Please enclose photocopies of your Certificates of Insurance duly signed as authentic copies of the originals	Enclosed YES

2.	Financial Details																				
*	<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. (Please insert figures – do not refer to attached accounts) 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>Account s Enclosed</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>2008/09</td><td>████████</td><td>████████</td><td>YES</td></tr> <tr> <td>2009/10</td><td>████████</td><td>████████</td><td>YES</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>			Account s Enclosed	<u>Year</u>	<u>Turnover</u>	<u>Profit(Loss)</u>		2008/09	████████	████████	YES	2009/10	████████	████████	YES	2010/11	████████	████████	YES
<u>Company</u>			Account s Enclosed																		
<u>Year</u>	<u>Turnover</u>	<u>Profit(Loss)</u>																			
2008/09	████████	████████	YES																		
2009/10	████████	████████	YES																		
2010/11	████████	████████	YES																		
2.2	<p>Please show below your company's turnover in the provision of grounds maintenance, in the last three financial years. (Please insert figures – do not refer to attached accounts)</p> <table border="1"> <thead> <tr> <th><u>Year</u></th><th>Turnover in relation to grounds maintenance</th></tr> </thead> <tbody> <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> <p>(If exact figures are not available please provide your best estimate of the figures required)</p>	<u>Year</u>	Turnover in relation to grounds maintenance	2008/09	████████	2009/10	████████	2010/11	████████												
<u>Year</u>	Turnover in relation to grounds maintenance																				
2008/09	████████																				
2009/10	████████																				
2010/11	████████																				

Section D:

Outstanding Claims and Contract Terminations

1.	Outstanding Claims / County Court Judgements	
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	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. N/A	
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. N/A	

Section E:

Health & Safety and Equal Opportunities

1.	Health & Safety at Work	
*	<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 & 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: http://www.hse.gov.uk/</i></p> <p><i>Looking after your Business: http://www.hse.gov.uk/business/</i></p> <p><i>Getting Started Step-by-step: http://www.hse.gov.uk/business/must-do.htm</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 & 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 hold any external health and safety accreditations, such as CHAS (Contractors Health and Safety Assessment Scheme), or equivalent?</p>	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:</p> <p>Reference No:</p> <p>Date accreditation expires or is to be renewed:</p> <p>Please tick here if a copy of certificate attached <input type="checkbox"/></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>	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). N/A	
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>Please see attached some examples of what has been assessed in our generic risk assessment pack attached and safe working procedures contained within Health & Safety Policy & Procedures Manual.</p> <p>Examples of Risk Assessments that have been assessed:</p> <ul style="list-style-type: none"> Applying liquid spray weedkiller Works in proximity to the public highway Work near water Grass cutting (Petrol Mower) Grass cutting (Petrol Strimmer / Brush Cutter) Hedge Cutting (Petrol Hedge Trimmer) Hand Tools / Equipment (non-powered) Grass cutting (Ride on Mower) Tractor Driving Grass cutting (Trailed Gang Mower) Clearing up cuttings / waste (Petrol Blower) High Pressure Water Cleaners Rotavating Working at Height Ladders / Step Ladders Exposure to Noise Exposure to Vibration Slips, Trips and Falls Working with Hazardous Substances Young Persons (16 – 18 Year Olds) Fire First Aid Manual Handling 	
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>Our staff receive in-house inductions and tool box talks, but also are trained and certificated by manufacturers in the safe operation of machinery i.e Hayter, John Deere,</p>	

	<p>Etesia. [REDACTED] is our Training and Plant Coordinator – his role is to train staff in the safe use of machinery from trimmers to ride on mowers and to carry out routine checks and inspections of all plant and machinery.</p> <p>All staff are also given a general safety induction when starting with the company, they are required to participate in tool box talks, method statement and risk assessment briefings for site-specific issues. We also provide site-specific safety inductions to deal with specific hazards and general awareness training</p>	
1.10	<p>Does your company monitor:</p> <p>(a) Accidents</p> <p>(b) Ill health caused by work</p> <p>(c) Health & Safety Performance</p>	<p>YES</p> <p>YES</p> <p>YES</p>
1.11	<p>Does your company have a recognised health & safety management system?</p> <p>Please give details below:</p> <p>The management of health & safety is covered by the Management of Health & Safety at Work Regulations 1999. Further information is contained in the appropriate Approved Code of Practice.</p> <p>Fastrack Maintenance Ltd will in accordance with the above regulations, carry out the following activities to provide health and safety for our employees.</p> <ul style="list-style-type: none"> • Assess the risks to the health & safety of each employee and of anyone else who may be affected by the work activity. The identification of all foreseeable hazards and risks will enable the necessary preventative and protective control measures to be implemented. • Each assessment will outline the hazards and risks associated with each working activity and highlight the controls to be instigated to minimise the risks and hazards identified. • This risk assessment will be recorded and copies issued to all those affected. • Appoint a competent person(s) to assist in health and safety matters. • Ensure that effective arrangements are put in place for the planning, organisation, control and monitoring & review of health and safety. • Develop plans and procedures for dealing with emergencies and for work in dangerous areas. • Provide adequate information and training, and consultation with employees on health and safety matters. <p>The Works Supervisor will bring to the attention of the workforce all the necessary precautions detailed within the risk assessment.</p>	<p>YES</p>

	<p>The Works Supervisor will monitor the operations to ensure that each operative is acting in accordance with the details outlined in the written assessment.</p> <p>The Company will make arrangements and/or liaise with contractors for putting into practice all the control measures which have been identified as being necessary in the risk assessment and any associated method statements.</p> <p>A health surveillance programme for employees will be provided where the risk assessment shows it to be necessary.</p> <p>Emergency procedures will be set up to provide employees with information they can understand concerning health and safety matters.</p> <p>The Company will co-operate with other sub-contractors sharing the workplace and will ensure that operatives have adequate health and safety training and are capable enough at their jobs to avoid risks.</p> <p>Temporary, new and young workers will be given particular health and safety instructions and report any dangerous aspects.</p> <p>Before commencing work on a new site, all employees will receive a site safety induction by a competent person. The competent person may be the General Manager, Works Supervisor or Principal Contractor.</p> <p>For more information please see our comprehensive Company Health & Safety Policy and Procedures Manual.</p>							
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><tr><td colspan="2">Total</td></tr><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></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>Consultation with employees is undertaken in a number of ways, including regular staff meetings, Health and Safety forms an important part of these meetings. Toolbox talks are also used to inform staff of the risks and hazards associated with specific projects and employees are encouraged to participate and offer suggestions as to how the hazards may be managed on site. Senior managers also regularly meet and discuss health and safety issues amongst other items. Employees are made to</p>	YES						

	<p>feel that they have a say and are encouraged to voice their opinions in meetings and when discussing items on a one to one basis with managers/supervisors on site.</p> <p>All employees are also encouraged to voice their view during their initial safety inductions and any subsequent site-specific inductions. We have specific procedures established for the creation of a staff safety committee, though at this time, it has not been implemented.</p>	
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. N/A	
1.16	If YES to 1.14 how do you ensure they are competent? N/A	
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>Our company uses the facilities of external Health & Safety Consultants such as Safety Services Direct when the requirement arises to obtain competent health and safety advice.</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> http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/</p> <p><i>Useful links for guidance & Information -</i> http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/guidance-for-small-and-medium-size-businesses/related-links/</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> <ul style="list-style-type: none"> - 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 - Human Rights Act 1998 - Equality Act 2006 	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"> - Promote equality of opportunity between disabled persons and other persons - Eliminate unlawful harassment and discrimination - Promote positive attitudes towards all people - Encourage participation by disabled people - 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). - Take active steps to promote equality of opportunity between men and women when 	

	<p>carrying out their functions and activities</p> <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>The Company's policies, procedures and business decisions aim to promote equal treatment for both employees and internal and external customers regardless of their age, race, gender, disability or religious beliefs.</p> <p>All recruitment documentation and advertisements include a statement informing interested people that the organisation encourages applicants from all sectors of the community.</p> <p>We ensure that all internal and external communication activities promote equality of opportunity.</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. 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?	NO
2.6	If YES to 2.5, please give details. N/A	
2.7	<p>(NB Organisations with less than 5 employees are not required to respond to questions 2.7, 2.8 and 2.9)</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>Eliminating all types of discrimination (please see Equal Opportunities and Diversity Policies)</p> <ul style="list-style-type: none"> • All employees are provided with awareness training in Equality and Diversity and the organisation's policies relating to such matters to ensure all staff receive clear guidance and increase their knowledge of these important matters. • All employees have a duty to adhere to and foster the aims and objectives of the Company's Equal Opportunities and Diversity Policies. • There are clear policies and procedures for dealing with both external and internal complaints of discrimination in the workplace. (see attached Grievance, harassment, external complaints policies and procedures). • Any employees found guilty of unlawful discrimination will be dismissed from the Company. • Staff involved in recruitment, selection and progression procedures and decisions receive appropriate awareness training in equal opportunities and diversity to ensure they understand their responsibilities regarding non discriminatory practices when carrying out their duties. • The Company monitors its performance regarding equality and diversity in the workplace to ensure it meets the required standards of the relevant policies. • Regularly monitoring the Company's labour force for trends and barriers to equality of opportunity and management performance in this area, especially relating to recruitment, selection and progression. We encourage and welcome applicants from diverse backgrounds and sectors of the community to join our Company. <p>Job advertisements will be widely publicised so as to encourage applications from all suitably qualified and experienced people. In order to attract applications from all sections of the community, the Company will endeavour to ensure that advertisements are not restricted to areas or publications which would exclude or disproportionately reduce applications from a particular gender, religion, age group or racial group and should avoid prescribing requirements as to marital status or age. All job advertisements placed on behalf of the Company will state the Company's commitment to equality of opportunity.</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><u>Fastrack Maintenance Ltd - Dedicated Grievance Procedure</u></p> <p>Informal Procedure</p>

If an employee feels that they have suffered direct or indirect discrimination (i.e in relation to race or ethnic origin, disability, gender, sexual orientation, religion or belief, or age) (they are encouraged to attempt to raise and solve the issue informally before commencing the formal procedures detailed below.

Informal steps that may be taken by the employee include talking to their manager about the issue, or talking directly to any individual who the employee feels is responsible for the discrimination. This can be done verbally or by letter, and can be with the accompaniment of a colleague or trade union representative.

Where the informal procedure is used, both parties should keep a written record of the meeting including what was discussed and any proposed action.

If the employee feels unable to deal with the issue informally, or if informal steps have failed to solve the problem, the employee should raise the matter according to the formal procedure detailed below.

Formal Procedure

Written Statement

Formal Grievances should be detailed in writing, and submitted to the Designated Officer without unreasonable delay. The Grievance should contain the actions or policy that the employee believes is discriminatory and all relevant facts surrounding the action or policy, including any relevant dates, names and witnesses. The employee should indicate what they feel the Company should do and any other suggestions or information that they believe will assist in resolving the issue.

Where the Grievance concerns the Designated Officer it should be submitted instead to the employee's relevant superior or such other person of equal or greater seniority.

Grievance Meeting

The employee will then be invited to a formal meeting to discuss the Grievance. The formal meeting will be held without unreasonable delay, and, usually no longer than 5 working days after submission of the Grievance in writing.

The meeting must not take place if the appropriate manager has not had a reasonable opportunity to consider their response to the information.

The employer should establish the facts by collecting documents, identifying any relevant people to interview and taking statements before memories start to fade. Any requests for anonymity and confidentiality should be taken seriously.

The employee may, following a reasonable request, be accompanied by a colleague, a suitably certified trade union representative or an official employed by a trade union. The companion may not, however, answer questions on behalf of the employee.

The employee's chosen companion will be able to address the meeting to put or sum up the employee's case as well as confer with the employee during the meeting. They may not, however, answer questions on the employee's behalf, address the meeting if

	<p>the employee does not wish them to do so or prevent the Company from explaining their case.</p> <p>The appropriate manager, employee and their companion shall make every effort to attend the meeting.</p> <p>If possible the employee should explain how they think the Grievance could be resolved.</p> <p>If a full investigation of the matter is required then the meeting should be adjourned to a later date before a decision is taken about how to deal with the employee's Grievance.</p> <p>Outcome of the meeting</p> <p>Following the meeting, and investigation, and without unreasonable delay the appropriate manager shall set out in writing the action they intend to be taken in order to resolve the Grievance (if appropriate).</p> <p>The Company shall also inform the employee in writing of their right to appeal if they are not satisfied with the action taken.</p> <p>Any action taken shall be monitored and reviewed, as appropriate, to ensure it effectively deals with the issue.</p> <p>Appeal</p> <p>If the employee is dissatisfied with the decision they have the right to raise an appeal by submitting a written request to the Designated Officer, which should include the grounds for appeal. The appeal request must be submitted within 5 working days of the employee receiving the confirmation as to the outcome of the Grievance meeting.</p> <p>The Company will invite the appellant employee to another meeting to discuss their appeal, to be held within a reasonable time of receiving the request for an appeal, at a time and place which shall be notified to the employee in advance. The appeal will be dealt with impartially and, wherever possible, will be chaired by a manager who has not previously been involved in the case and is of increased seniority to the one who dealt with the original Grievance.</p> <p>The employee has the statutory right to be accompanied at the appeal meeting. The outcome of the appeal meeting shall be communicated to the employee in writing within 5 working days. Decisions made at this point are final and the Grievance procedure is concluded.</p> <p>Records and Confidentiality</p> <p>The Company shall be responsible for taking notes of the proceedings of each meeting during the Grievance procedure. Copies of meeting notes will be provided to the employee.</p> <p>All Grievances will be handled with as high a degree of confidentiality as is practicable, with special consideration for the often sensitive nature of grievances falling under this</p>
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	<p>Policy.</p> <p>Confidential records of the Grievance will be kept in the employee's personnel file in accordance with Data Protection legislation.</p> <p>For further more detailed information please refer to our Company Equal Opportunities Policy With Grievance & Disciplinary Procedures</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>	N/A

Section F: **Accreditations and Skills Level**

1.	Accreditations				
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. CHAS, Institute of Groundsmanship, or EU Equivalent.</p> <p>Please state whether the award belongs to the company or an individual.</p>				
	Name of Awarding Organisation/Body	Level of Accreditation	Date Achieved	Date of Expiry/ Renewal	
	Please provide copies of the certificates you have given above or other proof of the qualifications.				Enclosed NO
1.2	<p>Please state any formal quality assurance systems relevant to this contract, which your company operates i.e. ISO 9001:2000 or EU Equivalent.</p> <p>Our Company has it's own ISO 9001 2000 Quality Management System please see attached.</p>				
	Name of Awarding Organisation/Body	Registration Number	Name of Quality Assurance System	Date Achieved	Date of Expiry/ Renewal
	N/A	N/A	N/A	N/A	N/A
	Please provide copies of the certificates you have given above or other proof of the qualifications.				Enclosed YES

Section G: **Tender Schedule**

1.	Area of Operation
1.1	<p>We are looking to appoint a minimum of two and a maximum of three providers to be admitted to the framework in each area of Shropshire.</p> <p>Please indicate the areas where you wish to be considered for being invited to quote for future works, you may apply for more than one area:-</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;">Oswestry Area</div> <div style="width: 10%; text-align: center;"><input checked="" type="checkbox"/></div> <div style="width: 45%;"></div> </div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;">Market Drayton and Wem Area</div> <div style="width: 10%; text-align: center;"><input checked="" type="checkbox"/></div> <div style="width: 45%;"></div> </div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;">Shrewsbury & Atcham Area</div> <div style="width: 10%; text-align: center;"><input checked="" type="checkbox"/></div> <div style="width: 45%;"></div> </div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;">South Shropshire Area</div> <div style="width: 10%; text-align: center;"><input checked="" type="checkbox"/></div> <div style="width: 45%;"></div> </div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;">Bridgnorth Area</div> <div style="width: 10%; text-align: center;"><input checked="" type="checkbox"/></div> <div style="width: 45%;"></div> </div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;">All areas administered by Shropshire Council</div> <div style="width: 10%; text-align: center;"><input checked="" type="checkbox"/></div> <div style="width: 45%;"></div> </div>

2.	Pricing Schedule				
	Please give details of the price for the calendar year 2012, which would be charged for the specification given below. All prices should exclude VAT				
2.1	Please complete the pricing template for a large school, shown below.				
Activity	Detail	Unit	Quantity	Price per Annum	Comments
Maintain: Grassed Areas	a. Amenity	Sq.m.	40,057		
	b. Fine Turf	Sq.m.	500		
Sports Turf Areas	c. Rugby	Sq.m.	6,900		
	d. Senior Football	Sq.m.	10,120		
	e. Hockey	Sq.m.	5,060		
	f. Running Track	Sq.m.	2,928		
	g. Cricket outfield	Sq.m.	10,540		
Fine Turf sports	h. Cricket Table	Sq.m.	500		
Wicket Preparation	i. Senior Wicket Preparation	No.	15		
	j. Synthetic Wicket	No.	1		
	k. Nets-practice bays	No.	2		
Goals-Pairs	l. Rugby	No.	1		
	m. Senior Football	No.	2		
	n. Hockey	No.	1		
Marking Pitches	o. Rugby	No.	1		
	p. Senior Football	No.	2		
	q. Hockey	No.	1		
	r. Rounders	No.	4		
	s. Training Grids 10mx10m	No.	2		
Athletics	t. Running Track (400m/6lane)	No.	1		
	u. Discus	No.	1		
	v. Shot	No.	1		
	w. Javelin	No.	1		
Hard Play Area		Sq.m.	2,625		
Boundary Hedges	Inner Face 0-1m High – 1 Side & top	lin.m.	243		
	0-2m High – 1 side only	lin.m.	130		
	0-2m High – 1 Side & top	lin.m.	137		
	Outer Face 0-1m High – 1 Side Only	lin.m.	243		
	0-2m High – 1 side only	lin.m.	137		
Total Price					

2.2	Please give details of the price for the calendar year 2012, which would be charged for the specification given below. All prices should exclude VAT Please complete the pricing template for a medium school, shown below.				
Activity	Detail	Unit	Quantity	Price per Annum	Comments
Maintain: Grassed Areas	a. Amenity	Sq.m.	15,646		
	b. Rough grass	Sq.m.	357		
Sports Turf Areas	c. Junior football/5-a-side/grids	Sq.m.	1,500		
Wicket Preparation	d. Grass Practice strips	No.	1		
Goals-Pairs	e. Junior Football	No.	1		
Marking Pitches	f. Junior Football	No.	1		
Jumping Pits		Sq.m.	10		
Athletics	Running Track (200m/4lane)	No.	1		
Hard Play Area		Sq.m.	930		
Beds and Borders	Type D	Sq.m.	208		
Plant Maintenance	Shrubs	Sq.m.	208		
Ornamental Hedges	Inner Face 0-2m High – 1 Side & top	lin.m.	170		
	Outer Face 0-2m High – 1 side only	lin.m.	170		
Total Price					

2.3	Please give details of the price for the calendar year 2012, which would be charged for the specification given below. All prices should exclude VAT Please complete the pricing template for a small school, shown below.				
Activity	Detail	Unit	Quantity	Price per Annum	Comments
Maintain: Grassed Areas	a. Amenity	Sq.m.	4,022	■■■■■	
	b. Rough grass	Sq.m.	31	■■■■■	
Goals-Pairs	c. Junior Football	No.	1	■■■■■	
Marking Pitches	d. Junior Football	No.	1	■■■■■	
	e. Rounders	No.	1	■■■■■	
Athletics	Running Track (60m/6lane)	No.	1	■■■■■	
Hard Play Area		Sq.m.	465	■■■■■	
Beds and Borders	Type A	Sq.m.	31	■■■■■	
Plant Maintenance	Shrubs	Sq.m.	31	■■■■■	
Boundary Hedges	Inner Face 0-1m High – 1 Side & top	lin.m.	135	■■■■■	
	0-2m High – 1 side only	lin.m	77	■■■■■	
	Outer Face 0-1m High – 1 side only	lin.m.	90	■■■■■	
Total Price				■■■■■	

3.	Ability to Deliver Service
	<p>The Model Specification is enclosed and is a guide for the type of work you may be invited to quote for if accepted onto the framework. Please indicate that you have read and agree to adhere to the standards laid out in the Model Specification:</p> <p style="text-align: right;">YES</p> <p>Please indicate any areas where you have concerns and would wish to seek further clarification or instruction:-</p>

4.	Contract Experience and References				
4.1	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	[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED]	Grounds Maintenance services to a high profile Victorian Park, carrying out the grass cutting to the large open plan areas and box mowing to ornamental grassed areas and bowling greens. Supply and planting of winter and summer bedding plants. Maintenance and irrigation of bedding plant displays. Total and selective weed control. Shrub bed pruning and maintenance. Hedge pruning. Leaf collection. Provision of on site park attendants to open and close park, maintain public conveniences, carry out routine litter collections and play park inspections. Our Company have been awarded the Heart of England in Bloom “Gold Award” in 2005, 2006, 2007, 2008, 2009 and 2010 for the standard of maintenance of Cae-Glas Park, a standard not previously achieved by the previous contractors or DLO. In 2005 we were the winners of the Heart of England in Bloom overall large town category.	01/04/2002-01/042012

2	[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED]	Grounds Maintenance services to the prestigious and renowned Alder Hey Children's Hospital and associated clinics in Liverpool to a performance specification. This involves the grass cutting to the ornamental grassed areas, shrub bed pruning and maintenance, weed control to hard surfaces, regular litter collections and bin emptying, winter gritting and snow clearing call out service.	01/06/2006 – 01/08/2015
3	[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED]	Grounds Maintenance services to various schools ranging from infant and primary schools to secondary schools within the Shropshire local authority area. This involves the grass cutting to the playing fields, ornamental grassed areas, shrub bed pruning and maintenance, hedge cutting, weed control to hard surfaces, line marking to grassed and hard surfaces.	01/04/2006
4	[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED]	Grounds Maintenance services to secondary schools and academies within the Wolverhampton City Council local authority area. This involves the grass cutting to the playing fields, ornamental grassed areas, shrub bed pruning and maintenance, hedge cutting, weed control to hard surfaces, line marking to grassed and hard surfaces.	01/04/2005- 01/04/2015
5	[REDACTED]	[REDACTED] [REDACTED] [REDACTED]	[REDACTED]	Grounds Maintenance services to the prestigious Bishop Heber High School. This involves the	01/10/2010- 01/10/2015

		<div></div> <div></div>		grass cutting to the playing fields, ornamental grassed areas, shrub bed pruning and maintenance, hedge cutting, weed control to hard surfaces, line marking to grassed and hard surfaces.	
6					
7					
8					
9					
10					

4.2	<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 services.</p> <p>We believe our Company is well placed to undertake this contract as our Company has the necessary experience of providing grounds maintenance services in sensitive areas such as Ministry of Defence Housing Estates, Hospitals (Alder Hey), Schools ([REDACTED]) in Contract Experience and References 4.1. as you will see we have held our contracts for a long duration and these have been extended as our clients are pleased with the service that we provide them with.</p> <p>Our Company maintains over [REDACTED] . From Infant and Primary Schools to Secondary Schools and Academies.</p> <p>Our Company believes that both students and parents first impression of a School is often based on its appearance. Attractive grounds are essential in achieving the right setting and atmosphere for students to flourish and prosper and to attract future prospective students – this is where we firmly believe in providing the highest possible standards as such discerning clients as yourselves would expect and deserve. Schools who have changed over to our Company have found that we provide them with a superior grounds maintenance service.</p> <p>Our Company provides the maintenance of all types of grass cutting (cylinder, rotary, cut & collect) from large extensive areas to the smallest of areas, shrub bed and border maintenance, bedding plant displays, hedge cutting, weed control, pest control, litter control, line marking of sports facilities, maintenance of sports facilities, maintenance of synthetic surfaces, arboriculture, winter gritting/snow clearance and both hard and soft landscaping.</p> <p>Our staff are fully trained and possess extensive experience, holding full certification for the machinery that they operate. PA1 & PA6 Weed Control Certificates, full CRB Disclosure and CSCS Health & Safety Certificates. All staff wear our distinctive corporate uniforms, possess identification cards and are provided with extensive personal protective equipment. We invest in an extensive modern environmentally friendly fleet & equipment. We embrace technology and to that extent each vehicle in our fleet is equipped with an onboard tracking system, this enables our Company to know precisely where each vehicle is during each working day, and enables us to provide our clients with precise valuable information such as the dates, times/length of time our grounds maintenance teams spend on their sites.</p> <p>Each Team Leader is provided with an Apple i Phone, this provides constant communications with our office and clients, downloading of works schedules /specifications, e-mail and internet access on the move.</p> <p>We have a full ISO9001 : 2000 Quality Management System, Health & Safety Policy and Procedures, Risk Assessments and Method Statements, Environmental Policy and Equal Opportunities Policy, all of these documents can be provided electronically upon request.</p>

Please see attached equipment list below that would be available to perform this contract if we were successful.

Hayter LT324 Triple Cylinder Ride On Mower x 1
Hayter T424 Five Unit Cylinder Ride On Mower x 2
Hayter R324T Batwing Ride On Rotary Mower x 1
Hayter TM749 Trailed Gang Mower x 1
Etesia Bahia Ride On Rotary Cut & Collect Mower x 1
Kubota Tractor on grassland tyres x 1
New Holland T5040 Tractor x 1
Ryetec Side Arm Flail / Hedgecutter x 2
Trimax Stealth Roller Mower x 1
Dennis FT610 Cylinder Mower c/w cassettes x 2
John Deere 220A Cylinder Mower c/w scarifier unit x 1
Etesia Pro 51k Pedestrian Rotary Mower Collect x 6
Scag Pedestrian Mower x 2
Sisis Aeration Equipment x 2
Sisis Autoturfman x 1
Sisis Synthetic Turf Maintenance Equipment x 2
Batwing Chain Harrows x 2
Grassland Rollers x 2
Yamaha Grizzly 550 all terrain vehicle x 1
Trailed Salt Spreader x 2
Fleet Line Markers x 5
Stihl FS310 Strimmer/Brushcutters x 8
Stihl Hedgecutter HS81R x 6
Stihl Pole Hedgecutter HL100 x 2
Stihl Handheld Blower BG86 x 5
Stihl Backpack Blower BR600 x 3
Stihl Chainsaw x 3
Victa Edging Machines x 2
Mercedes Sprinter 311CDI MWB x 4
Ford Transit 350 MWB x 1
Ford Transit Connect SWB x 1
Renault Master MWB x 1
Ifor Williams LM146 Dropside Flat Trailer x 2
Ifor Williams LM126 Dropside Flat Trailer x 2
Ifor Williams LM166 Dropside Beaver Tail Trailer x 1
Ifor Williams P6e Trailer x 1
Hand Tools : Pruners, loppers, hand shears, edging shears, bow saws, pole saws, rakes, spades, forks, shovels, edging irons, hoes, mattocks, picks, sledgehammers, wheelbarrows, knapsack sprayers.

5.	Environmental and Sustainability Issues
5.1	<p>How would you work with schools to maintain a biodiverse environment?</p> <p>We would work with schools to maintain a biodiverse environment, by assisting Schools in developing areas such as wildlife, nature/conservation areas, wild flower areas. Enabling wildlife to flourish within the school environment, this provides schools with an “outdoor classroom” as an educational resource, to teach children about wildlife, the environment and the wildlife’s natural habitat.</p>
5.2	<p>What sustainable materials do you use within your work?</p> <p>Our Company uses timber, wherever practical, from a temperate sustainable resource and certified as such from an independent inspection agency accredited by the Forest Stewardship Council (FSC).</p> <p>Imported soil conditioners will be free from peat and be produced from recycled and renewable materials free from weed seeds, disease and fungal organisms.</p> <p>We cover beds with recycled chippings from our operations to reduce the use of herbicides</p> <p>Recycled paper is used in offices and consumption of paper usage is kept to a minimum.</p> <p>All materials will be accurately ordered to minimise waste.</p> <p>Where possible the use of recycled materials and other environmentally friendly options will be investigated.</p>

5.3	<p>How would you reduce the need to use herbicides?</p> <p>We reduce the use of herbicides by digging up weeds where practical, and spot treating what is left and we cover beds with recycled chippings from our operations to reduce the use of herbicides. Where practicable strimming will take place instead of the use of herbicides.</p>
5.4	<p>Who or how many of your staff holds a Certificate of Competence for using pesticides?</p> <p>All Team Leaders / Foreman have PA1 PA6 Certificates of Competence for the safe use of pesticides.</p>

6.	Safeguarding
6.1	<p>Are any of your staff CRB checked? If so, please give details of their role and frequency of check.</p> <p>All staff are CRB Checked to enhanced level. Each member of Management, Foreman/Team Leaders and grounds maintenance operatives are all CRB Checked. CRB Checks are made bi-annually.</p>
6.2	<p>Please detail any procedures you have in place to make your staff aware of safeguarding issues (e.g. informing them not to have unsupervised contact with children)</p> <p>All staff are made aware through our Company Induction process of safeguarding issues.</p> <p>Staff are made aware of not having any unsupervised contact with children.</p>



Tender Response Document

**YMC 032 – FRAMEWORK ARRANGEMENT FOR THE
PROVISION OF GROUNDS MAINTENANCE FOR THE
USE BY SCHOOLS**

Name of TENDERING
ORGANISATION
(please insert)

Littlehales Environmental

Shropshire Council Tender Response Document

Contract Description:

The framework is for providing a grounds maintenance service to schools. The framework is split into five geographic regions and we are looking to appoint two – three contractors for each area of the framework.

The contract will be for an initial period of two years, with option to extend for a further two year period. It will start on 1 January 2012.

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: [REDACTED], Procurement Officer, [REDACTED] or via email quoting the contract reference to 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
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A2	Non-Canvassing Certificate	6
A3	Non-Collusive Tendering Certificate	7
A4	Declaration of Connection with Officers or Elected Members of the Council	8
You must sign all 4 certificates in sections A1 to A4		
B	Applicant Organisation Details	9
C	Financial & Insurance Information	10
D	Outstanding Claims & Contract Terminations	11
E	Health & Safety and Equal Opportunities	14
F	Accreditations and Skills Level	20
G	Tender Schedule	21

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.

Section / Question No.	Selection Criteria
Section B / Q 1 & 2	Applicant details – For information only
Section C / Q 1 & 2	Adequate Financial Stability & Insurance
Section D / Q 1 & 2	Adequate Outstanding Claims & Terminations
Section E / Q 1 & 2	Adequate Health & Safety and Equal Opportunities
Section F / Q 1	Adequate Accreditations and Skills Level

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 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
-------------------------------	-----------------------	--

Price 40% (400 marks)		
Section G / Q 2	Price	40% / 400 max marks
Total for price		40% / 400 max marks
Quality 60% (600 marks)		
Section G / Q 3	Ability to Deliver Service	20% / 200 max marks
Section G / Q 4	Relevant experience & Health & Safety Policy record	20% / 200 max marks
Section G / Q 5	Environmental, Sustainability & other issues	15% / 150 max marks
Section G / Q 6	Safeguarding Issues	5% / 50 max marks
Total for quality		60% / 600 max marks

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
Excellent	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	
Good	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	
Acceptable	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	
Minor Reservations	4	<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>
	3	
Serious Reservations	2	<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>
	1	

Unacceptable	0	<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 400. 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.

The price will be evaluated by the total cost of providing a grounds maintenance service for a year to the three school situations detailed in the pricing section of the tender document.

Where a tenderer has not included a price for a particular element, the mean average of tenders that do complete this section will be used. The situations of the three schools are indicative, and may vary from actual requirements. If insufficient pricing information is given, then it may not be possible to evaluate the tender and it will be excluded.

Section A:
1. Form of Tender

Form of Tender

Shropshire Council

Tender for the framework for grounds maintenance for use by schools

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 inclusion into a framework arrangement for the provision of a grounds maintenance 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 ...7/9/2011.....

Designation ...Partner.....

Company...Littlehailes Environmental.....

Address ...

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

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

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.....

Signed (2)

Status.....



(For and on behalf of)

Date

Section B: **Applicant Organisation Details**

1.	Applicant Details	
1.1	<p>Name of contracting Company/Organisation: Littlehales Environmental</p> <p>Address: The Brinks Ratlinghope Shrewsbury</p> <p>Postcode: SY5 0SP</p> <p>Tel: [REDACTED]</p> <p>Email: [REDACTED]</p>	
1.2	<p>Registered name (if different from above):</p> <p>Registered Office Address:</p> <p>Postcode:</p> <p>Company registration number:</p>	
1.3	<p>Details of the individual completing this application and to which we may correspond:</p> <p>Name: [REDACTED]</p> <p>Job title: Partner</p> <p>Correspondence Address: The Brinks Ratlinghope Shrewsbury Postcode: SY5 0SP</p> <p>Tel: [REDACTED]</p> <p>Email: [REDACTED]</p>	
1.4	Type of Organisation (please <u>tick</u> all those appropriate):	
(a)	Sole trader	
(b)	Partnership	y
(c)	Private Limited Company	
(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)</p> <p><i>*An SME can be defined as an enterprise which employs fewer than 250 people</i></p>	YES

	If No, Please confirm you are an enterprise which employs more than 250 people	YES/NO
--	--	--------

2.	Company History/Background	
2.1	Date Company established: 1984	
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>	
2.4	How many years has your company been providing grounds maintenance? 17..... years	
2.5	Total number of employees:  _____	
2.6	Total number of employees engaged solely in the provision of grounds maintenance?  _____	

Section C: **Financial & Insurance Information**

1.	Insurance Details	
*	<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	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 ...28 October 2010</p> <p>Expiry date of the policy ...27 October 2010</p> <p>Policy number/reference [REDACTED]</p> <p>Conditions/Exceptions Please see policy</p>	
1.2 (a)	Please confirm that you hold a minimum of £5,000,000 Employer's Liability Insurance	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 Insurance UK</p> <p>Date policy taken out 28 October 2010</p> <p>Expiry date of the policy 27 October 2011</p> <p>Policy number/reference [REDACTED]</p> <p>Conditions/Exceptions Please see policy</p>	

1.3	Please enclose photocopies of your Certificates of Insurance duly signed as authentic copies of the originals	Enclosed YES																												
2.	Financial Details																													
*	<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. (Please insert figures – do not refer to attached accounts) 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>Account s Enclosed</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>2008/09</td> <td>£ [REDACTED]</td> <td>[REDACTED]</td> <td>NO</td> </tr> <tr> <td>2009/10</td> <td>£ [REDACTED]</td> <td>[REDACTED]</td> <td>NO</td> </tr> <tr> <td>2010/11</td> <td>£ [REDACTED]</td> <td>[REDACTED]</td> <td>NO</td> </tr> <tr> <td></td> <td>[REDACTED]</td> <td>[REDACTED]</td> <td></td> </tr> <tr> <td></td> <td>.....</td> <td>.....</td> <td></td> </tr> </tbody> </table> <p>(If exact figures are not available please provide your best estimate of the figures required)</p>		<u>Company</u>			Account s Enclosed	<u>Year</u>	<u>Turnover</u>	<u>Profit(Loss)</u>		2008/09	£ [REDACTED]	[REDACTED]	NO	2009/10	£ [REDACTED]	[REDACTED]	NO	2010/11	£ [REDACTED]	[REDACTED]	NO		[REDACTED]	[REDACTED]			
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2010/11	£ [REDACTED]	[REDACTED]	NO																											
	[REDACTED]	[REDACTED]																												
																												
2.2	<p>Please show below your company's turnover in the provision of grounds maintenance, in the last three financial years. (Please insert figures – do not refer to attached accounts)</p> <table border="1"> <thead> <tr> <th><u>Year</u></th> <th>Turnover in relation to grounds maintenance</th> </tr> </thead> <tbody> <tr> <td>2008/09</td> <td>[REDACTED]</td> </tr> <tr> <td>2009/10</td> <td>[REDACTED]</td> </tr> <tr> <td>2010/11</td> <td>[REDACTED]</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 grounds maintenance	2008/09	[REDACTED]	2009/10	[REDACTED]	2010/11	[REDACTED]																				
<u>Year</u>	Turnover in relation to grounds maintenance																													
2008/09	[REDACTED]																													
2009/10	[REDACTED]																													
2010/11	[REDACTED]																													

Section D:

Outstanding Claims and Contract Terminations

1.	Outstanding Claims / County Court Judgements	
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	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

1.	Health & Safety at Work	
*	<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 & 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: http://www.hse.gov.uk/</i></p> <p><i>Looking after your Business: http://www.hse.gov.uk/business/</i></p> <p><i>Getting Started Step-by-step: http://www.hse.gov.uk/business/must-do.htm</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 & Safety at Work Act 1974)</p> <p>Please tick here if copy enclosed <input type="checkbox"/></p>	YES
1.2	<p>Do you currently hold any external health and safety accreditations, such as CHAS (Contractors Health and Safety Assessment Scheme), or equivalent?</p>	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:</p> <p>Reference No:</p> <p>Date accreditation expires or is to be renewed:</p> <p>Please tick here if a copy of certificate attached <input type="checkbox"/></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>	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.) Ride cutting for Severn Gorge Countryside Trust Green hay transfer for Tarmac Bayston Hll Steel fabrication work for Shropshire Rights of Way</p>					
1.8	Do you have a health and safety training programme for employees?	NO				
1.9	If YES to 1.8 please state what training has been given.					
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: We are in the process of signing up to CHAS and this means we we be reviewing our Health and Safety every 12 months	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? <div style="text-align: center;"> Total <table border="1" style="margin: auto;"> <tr> <td>No. of accidents reported under RIDDOR last year</td> <td>none</td> </tr> <tr> <td>No. of accidents reported under RIDDOR this year</td> <td>none</td> </tr> </table> </div>		No. of accidents reported under RIDDOR last year	none	No. of accidents reported under RIDDOR this year	none
No. of accidents reported under RIDDOR last year	none					
No. of accidents reported under RIDDOR this year	none					
1.13	Does your company consult with employees on health and safety? If YES, please give details below. Verbally and through risk assessments	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>██████████ welding and fabrication</p> <p>████████████████████</p>	
1.16	<p>If YES to 1.14 how do you ensure they are competent?</p> <p>Check they have the relevant certification and insurance</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>Through trade press releases</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> http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/</p> <p><i>Useful links for guidance & Information -</i> http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/guidance-for-small-and-medium-size-businesses/related-links/</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 - Human Rights Act 1998 - Equality Act 2006</p>	Enclosed YES/NO
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> <p>- Promote equality of opportunity between disabled persons and other persons - Eliminate unlawful harassment and discrimination - Promote positive attitudes towards all people - Encourage participation by disabled people - 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). - Take active steps to promote equality of opportunity between men and women when carrying out their functions and activities - 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>	
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>(NB Organisations with less than 5 employees are not required to respond to questions 2.7, 2.8 and 2.9)</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/NO</p> <p>YES/NO</p> <p>YES/NO</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>	
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>Confirmed</p>	YES

Section F: **Accreditations and Skills Level**

1.	Accreditations				
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. CHAS, Institute of Groundsmanship, or EU Equivalent.</p> <p>Please state whether the award belongs to the company or an individual.</p>				
	Name of Awarding Organisation/Body	Level of Accreditation	Date Achieved	Date of Expiry/ Renewal	
	Please provide copies of the certificates you have given above or other proof of the qualifications.				Enclosed YES/NO
1.2	<p>Please state any formal quality assurance systems relevant to this contract, which your company operates i.e. ISO 9001:2000 or EU Equivalent.</p>				
	Name of Awarding Organisation/Body	Registration Number	Name of Quality Assurance System	Date Achieved	Date of Expiry/ Renewal
	Please provide copies of the certificates you have given above or other proof of the qualifications.				Enclosed NO

Section G:

Tender Schedule

1.	Area of Operation
1.1	<p>We are looking to appoint a minimum of two and a maximum of three providers to be admitted to the framework in each area of Shropshire.</p> <p>Please indicate the areas where you wish to be considered for being invited to quote for future works, you may apply for more than one area:-</p> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 50%;">Oswestry Area</div> <div style="width: 10%; text-align: center;"><input type="checkbox"/></div> <div style="width: 40%; text-align: center;">y</div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 50%;">Market Drayton and Wem Area</div> <div style="width: 10%; text-align: center;"><input type="checkbox"/></div> <div style="width: 40%; text-align: center;">y</div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 50%;">Shrewsbury & Atcham Area</div> <div style="width: 10%; text-align: center;"><input type="checkbox"/></div> <div style="width: 40%; text-align: center;">y</div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 50%;">South Shropshire Area</div> <div style="width: 10%; text-align: center;"><input type="checkbox"/></div> <div style="width: 40%; text-align: center;">y</div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 50%;">Bridgnorth Area</div> <div style="width: 10%; text-align: center;"><input type="checkbox"/></div> <div style="width: 40%; text-align: center;">y</div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 50%;">All areas administered by Shropshire Council</div> <div style="width: 10%; text-align: center;"><input type="checkbox"/></div> <div style="width: 40%; text-align: center;">y</div> </div>

2. Pricing Schedule					
Please give details of the price for the calendar year 2012, which would be charged for the specification given below. All prices should exclude VAT					
2.1	Please complete the pricing template for a large school, shown below.				
Activity	Detail	Unit	Quantity	Price per Annum	Comments
Maintain: Grassed Areas	a. Amenity	Sq.m.	40,057		
	b. Fine Turf	Sq.m.	500		
Sports Turf Areas	c. Rugby	Sq.m.	6,900		
	d. Senior Football	Sq.m.	10,120		
	e. Hockey	Sq.m.	5,060		
	f. Running Track	Sq.m.	2,928		
	g. Cricket outfield	Sq.m.	10,540		
Fine Turf sports	h. Cricket Table	Sq.m.	500		
Wicket Preparation	i. Senior Wicket Preparation	No.	15		
	j. Synthetic Wicket	No.	1		
	k. Nets-practice bays	No.	2		
Goals-Pairs	l. Rugby	No.	1		
	m. Senior Football	No.	2		
	n. Hockey	No.	1		
Marking Pitches	o. Rugby	No.	1		
	p. Senior Football	No.	2		
	q. Hockey	No.	1		
	r. Rounders	No.	4		
	s. Training Grids 10mx10m	No.	2		
Athletics	t. Running Track (400m/6lane)	No.	1		
	u. Discus	No.	1		
	v. Shot	No.	1		
	w. Javelin	No.	1		
Hard Play Area		Sq.m.	2,625		
Boundary Hedges	Inner Face 0-1m High – 1 Side & top	lin.m.	243		
	0-2m High – 1 side only	lin.m.	130		
	0-2m High – 1 Side & top	lin.m.	137		
	Outer Face 0-1m High – 1 Side Only	lin.m.	243		
	0-2m High – 1 side only	lin.m.	137		
Total Price					

Please give details of the price for the calendar year 2012, which would be charged for the specification given below. All prices should exclude VAT					
2.2	Please complete the pricing template for a medium school, shown below.				

Commercial Information

Activity	Detail	Unit	Quantity	Price per Annum	Comments
Maintain: Grassed Areas	a. Amenity	Sq.m.	15,646	■	
	b. Rough grass	Sq.m.	357		
Sports Turf Areas	c. Junior football/5-a-side/grids	Sq.m.	1,500	■	
Wicket Preparation	d. Grass Practice strips	No.	1	■	
Goals-Pairs	e. Junior Football	No.	1	■	
Marking Pitches	f. Junior Football	No.	1	■	
Jumping Pits		Sq.m.	10	■	
Athletics	Running Track (200m/4lane)	No.	1	■	
Hard Play Area		Sq.m.	930	■	
Beds and Borders	Type D	Sq.m.	208	■	
Plant Maintenance	Shrubs	Sq.m.	208	■	
Ornamental Hedges	Inner Face 0-2m High – 1 Side & top	lin.m.	170	■	
	Outer Face 0-2m High – 1 side only	lin.m.	170	■	
Total Price				■	

2.3	Please give details of the price for the calendar year 2012, which would be charged for the specification given below. All prices should exclude VAT Please complete the pricing template for a small school, shown below.				
Activity	Detail	Unit	Quantity	Price per Annum	Comments
Maintain: Grassed Areas	a. Amenity	Sq.m.	4,022	■	
	b. Rough grass	Sq.m.	31	■	
Goals-Pairs	c. Junior Football	No.	1	■	
Marking Pitches	d. Junior Football	No.	1	■	
	e. Rounders	No.	1	■	
Athletics	Running Track (60m/6lane)	No.	1	■	
Hard Play Area		Sq.m.	465	■	
Beds and Borders	Type A	Sq.m.	31	■	
Plant Maintenance	Shrubs	Sq.m.	31	■	
Boundary Hedges	Inner Face 0-1m High – 1 Side & top	lin.m.	135	■	
	0-2m High – 1 side only	lin.m	77	■	
	Outer Face 0-1m High – 1 side only	lin.m.	90	■	
Total Price				■	

3.	Ability to Deliver Service
	<p>The Model Specification is enclosed and is a guide for the type of work you may be invited to quote for if accepted onto the framework. Please indicate that you have read and agree to adhere to the standards laid out in the Model Specification:</p> <p style="text-align: right;">YES</p> <p>Please indicate any areas where you have concerns and would wish to seek further clarification or instruction:-</p>

4.	Contract Experience and References				
4.1	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	[REDACTED]	[REDACTED]	[REDACTED]	Grounds maintenance	2009
2	[REDACTED]	[REDACTED]	[REDACTED]	“	2008
3	[REDACTED]	[REDACTED]	[REDACTED]	“	2009
4	[REDACTED]	[REDACTED]	[REDACTED]	“	2005
5	[REDACTED]	[REDACTED]	[REDACTED]	“	2006
6	[REDACTED]	[REDACTED]	[REDACTED]	“	2006
7	[REDACTED]	[REDACTED]	[REDACTED]	“	2010
8	[REDACTED]	[REDACTED]	[REDACTED]	“	2005
9	[REDACTED]	[REDACTED]	[REDACTED]	“	2008
10	[REDACTED]	[REDACTED]	[REDACTED]		2008

4.2	<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 services.</p> <p>Littlehailes Environmental is a family run business and has been trading since 1984.</p> <p>We pride ourselves on ability to respond quickly to problems that arise on site and provide advice on how to improve grounds to suit the clients needs.</p>

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5.	Environmental and Sustainability Issues
5.1	<p data-bbox="268 197 1125 230">How would you work with schools to maintain a biodiverse environment?</p> <p data-bbox="268 286 1236 320">Encourage schools to reduce herbicide usage and have dedicated wild life areas</p>
5.2	<p data-bbox="268 857 941 891">What sustainable materials do you use within your work?</p> <p data-bbox="268 1010 786 1043">Street furniture used from recycled material.</p> <p data-bbox="268 1070 422 1104">Wood mulch.</p> <p data-bbox="268 1131 534 1164">Green waste compost.</p>

5.3	<p>How would you reduce the need to use herbicides?</p> <p>Strim round posts, benches trees etc .</p> <p>Wood mulch shrub beds</p>
5.4	<p>Who or how many of your staff holds a Certificate of Competence for using pesticides?</p> <p>2</p>

6.	Safeguarding
6.1	<p data-bbox="268 210 1428 241">Are any of your staff CRB checked? If so, please give details of their role and frequency of check.</p> <p data-bbox="268 360 300 392">No</p>
6.2	<p data-bbox="268 866 1406 934">Please detail any procedures you have in place to make your staff aware of safeguarding issues (e.g. informing them not to have unsupervised contact with children)</p> <p data-bbox="268 1052 1321 1084">Avoid working during school break periods thus reducing the risk with contact with pupils.</p>



Tender Response Document

**YMC 032 – FRAMEWORK ARRANGEMENT FOR THE
PROVISION OF GROUNDS MAINTENANCE FOR THE
USE BY SCHOOLS**

Name of TENDERING
ORGANISATION
(please insert)

P & W Maintenance Contracting Ltd.

Shropshire Council Tender Response Document

Contract Description:

The framework is for providing a grounds maintenance service to schools. The framework is split into five geographic regions and we are looking to appoint two – three contractors for each area of the framework.

The contract will be for an initial period of two years, with option to extend for a further two year period. It will start on 1 January 2012.

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: Steph Birch, Procurement Officer, 01743 252051 or via email quoting the contract reference to 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
You must sign all 4 certificates in sections A1 to A4		
B	Applicant Organisation Details	9
C	Financial & Insurance Information	10
D	Outstanding Claims & Contract Terminations	11
E	Health & Safety and Equal Opportunities	14
F	Accreditations and Skills Level	20
G	Tender Schedule	21

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.

Section / Question No.	Selection Criteria
Section B / Q 1 & 2	Applicant details – For information only
Section C / Q 1 & 2	Adequate Financial Stability & Insurance
Section D / Q 1 & 2	Adequate Outstanding Claims & Terminations
Section E / Q 1 & 2	Adequate Health & Safety and Equal Opportunities
Section F / Q 1	Adequate Accreditations and Skills Level

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 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
Price 40% (400 marks)		
Section G / Q 2	Price	40% / 400 max marks
Total for price		40% / 400 max marks
Quality 60% (600 marks)		
Section G / Q 3	Ability to Deliver Service	20% / 200 max marks
Section G / Q 4	Relevant experience & Health & Safety Policy record	20% / 200 max marks
Section G / Q 5	Environmental, Sustainability & other issues	15% / 150 max marks
Section G / Q 6	Safeguarding Issues	5% / 50 max marks
Total for quality		60% / 600 max marks

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
Excellent	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	
Good	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	
Acceptable	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	

Minor Reservations	4	<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>
	3	
Serious Reservations	2	<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>
	1	
Unacceptable	0	<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.

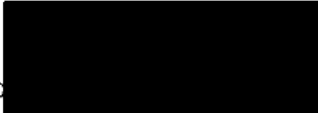


Price Evaluation and scoring

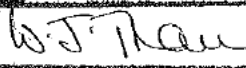
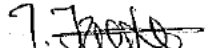
The most competitively priced tender will receive the maximum mark for price being 400. Less competitive tenders will receive a % of the maximum mark that represents the difference in cost between that tender and the most competitively priced tender.

The price will be evaluated by the total cost of providing a grounds maintenance service for a year to the three school situations detailed in the pricing section of the tender document.

Where a tenderer has not included a price for a particular element, the mean average of tenders that do complete this section will be used. The situations of the three schools are indicative, and may vary from actual requirements. If insufficient pricing information is given, then it may not be possible to evaluate the tender and it will be excluded.

Section A:
1. Form of Tender

<u>Form of Tender</u>	
Shropshire Council	
Tender for the framework for grounds maintenance for use by schools	
<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 inclusion into a framework arrangement for the provision of a grounds maintenance 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 ...8 th Sept 2011.....	
DesignationManaging Director.....	
Company.....P & W Maintenance contracting Ltd.....	
AddressWeston Farm, Weston Lane ,	
..... Oswestry.....	
Shropshire	
Post CodeSY10 9ER.....	
Tel No 	Fax No01691 680274.....
E-mail address ...info@p-wcontracting.co.uk.....	
Web addresswww.p-wcontracting.co.uk.....	

SHROPSHIRE COUNCIL Legal & Democratic
12 SEP 2011
TENDER No JMC032
SIGNATURES



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 ofP & W Maintenance Contracting Ltd.....)		
Date8 th September 2011.....		

Section A:
3. Non-Collusive Tendering Certificate

Non-collusive Tendering Certificate

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

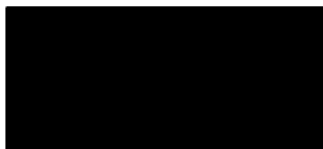
The essence of selective tendering is that the Council shall receive bona fide competitive Tenders from all persons tendering. In recognition of this principle:

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:-

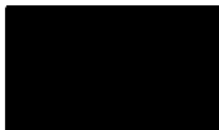
- (a) communicating to a person other than the Council the amount or approximate amount of my/our proposed Tender (other than in confidence in order to obtain quotations necessary for the preparation of the Tender for insurance); or
- (b) entering into any agreement or arrangement with any other person 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 ofP & W Maintenance Contracting.co.uk.....)

Date8th September 2011.....

Section A:
2. Non-Canvassing Certificate

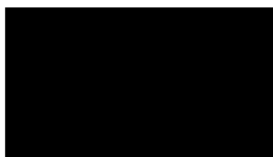
Non-Canvassing Certificate

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 and W Maintenance Contracting Ltd.**)



Date8th Sept 2011.....

Section B: Applicant Organisation Details



1.	Applicant Details																			
1.1	<p>Name of contracting Company/Organisation: P & W Maintenance Contracting Ltd.</p> <p>Address: Weston Farm, Weston Lane, Oswestry, Shropshire</p> <p>Postcode: SY10 9ER</p> <p>Tel: [REDACTED]</p> <p>Email: marketing@p-wcontracting.co.uk</p>																			
1.2	<p>Registered name (if different from above):</p> <p>Registered Office Address:</p> <p>Lower House Farm, Deytheur, Llansantffraid, Powys</p> <p>Postcode: SY22 6TE</p> <p>Company registration number: [REDACTED]</p>																			
1.3	<p>Details of the individual completing this application and to which we may correspond:</p> <p>Name: [REDACTED]</p> <p>Job title: Marketing Co Ordinator</p> <p>Correspondence Address:</p> <p>Weston Farm, Weston Lane, Oswestry, Shropshire</p> <p>Postcode: SY10 9ER</p> <p>Tel: [REDACTED]</p> <p>Email: [REDACTED]</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: 75%;">Sole trader</td> <td style="width: 20%;"></td> </tr> <tr> <td>(b)</td> <td>Partnership</td> <td></td> </tr> <tr> <td>(c)</td> <td>Private Limited Company</td> <td></td> </tr> <tr> <td>(d)</td> <td>Public Limited Company</td> <td style="text-align: center;">✓</td> </tr> <tr> <td>(e)</td> <td>Charity/Social enterprise</td> <td></td> </tr> <tr> <td>(f)</td> <td>Franchise</td> <td></td> </tr> </table>		(a)	Sole trader		(b)	Partnership		(c)	Private Limited Company		(d)	Public Limited Company	✓	(e)	Charity/Social enterprise		(f)	Franchise	
(a)	Sole trader																			
(b)	Partnership																			
(c)	Private Limited Company																			
(d)	Public Limited Company	✓																		
(e)	Charity/Social enterprise																			
(f)	Franchise																			

Commercially Sensitive Information

(g)	Public Sector Organisation	
1.5	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>	YES/NO
	If No, Please confirm you are an enterprise which employs more than 250 people	YES/NO

2.	Company History/Background	
2.1	Date Company established: 4th MAY 1989	
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:	
2.4	How many years has your company been providing grounds maintenance? <div style="text-align: right;">.... 22..... years</div>	
2.5	Total number of employees: _____ 	
2.6	Total number of employees engaged solely in the provision of grounds maintenance? 	

Section C: Financial & Insurance Information

1.	Insurance Details	
*	<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	Please Confirm that you hold a minimum of £5,000,000 Public Liability Insurance	
(a)		YES/NO
(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 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>	
1.2	Please confirm that you hold a minimum of £5,000,000 Employer's Liability Insurance	
(a)		YES/NO
(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 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

2. Financial Details

***** Why do we need to know this?

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.

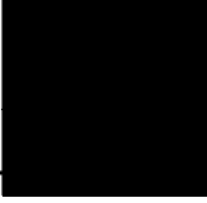
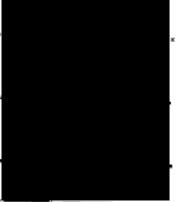

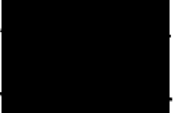

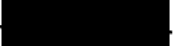
How the Council evaluates this information will vary given the nature of the contract to be awarded.

2.1

Please provide a brief summary of your annual turnover and profit in the last 3 years. **(Please insert figures – do not refer to attached accounts)**

Also provide copies of your last 3 years audited accounts.

If audited accounts are not available please provide copies of your management accounts


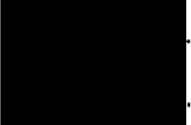
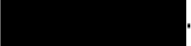
<u>Company</u>			Account s Enclosed
<u>Year</u>	<u>Turnover</u>	<u>Profit(Loss)</u>	
2008/09	£... 	£... 	YES/NO
2009/10	£... 	£... 	YES/NO
2010/11	£... 	£... 	YES/NO

(If exact figures are not available please provide your best estimate of the figures required)

2.2

Please show below your company's turnover in the provision of grounds maintenance, in the last three financial years.

(Please insert figures – do not refer to attached accounts)

<u>Year</u>	Turnover in relation to grounds maintenance
2008/09	£... 
2009/10	£... 
2010/11	£... 

(If exact figures are not available please provide your best estimate of the figures required)

Section D:
Outstanding Claims and Contract Terminations

1.	Outstanding Claims / County Court Judgements	
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.	

2.	Contract Terminations/Deductions	
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

1.	Health & Safety at Work	
*	<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 & 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: http://www.hse.gov.uk/</i></p> <p><i>Looking after your Business: http://www.hse.gov.uk/business/</i></p> <p><i>Getting Started Step-by-step: http://www.hse.gov.uk/business/must-do.htm</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 & 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 hold any external health and safety accreditations, such as CHAS (Contractors Health and Safety Assessment Scheme), or equivalent?</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:</p> <p>Reference No:</p> <p>Date accreditation expires or is to be renewed:</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	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/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 & Safe Systems of work. Enclosed:- Examples include</p> <p>Risk Assessments Syringes, Salt Operations, Environmental Issues, Ride on, Mower and Strimmer operations.</p>	
1.8	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 & Safety awareness, Human Focus for several Health & Safety course, achieving ROSPA Accreditation. We also partner with Clients who are working with the HSE to increase Health & 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>	
1.10	Does your company monitor: (a) Accidents (b) Ill health caused by work	YES/NO

Personal Information

	(c) Health & Safety Performance	YES/NO YES/NO						
1.11	<p>Does your company have a recognised health & safety management system?</p> <p>Please give details below:</p> <p><i>Our H & S Management system is specific to P & W. We revise our system annually with our Health & Safety Consultants. In addition our Health & Safety Policy/Statement is reviewed Annually. Next Renewal Date 6th April 2012</i></p> <p><i>Please see Enclosed</i></p> <p><i>H & S Procedures Directory – 2011</i></p> <p><i>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.</i></p> <p><i>Annual Audit 2011 by our consultants in addition to our Chas & Achilles Assessment.</i></p> <p><i>Construction Safety Services (NW) Ltd.</i> <i>Health & Safety Advisers</i> <i>Office 6</i> <i>Phoenix House</i> <i>Kidglove Road</i> <i>Golborne</i> <i>Warrington</i> <i>WA3 3DP</i> <i>Telephone 01942 729770</i> <i>Personal Advisor [REDACTED] MIOSH- MIIRSM</i> <i>Telephone [REDACTED]</i></p>	YES/NO						
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? See enclosed</p> <table border="1"> <tr> <td colspan="2">Total</td> </tr> <tr> <td>No. of accidents reported under RIDDOR last year</td> <td>Nil</td> </tr> <tr> <td>No. of accidents reported under RIDDOR this year</td> <td>Nil</td> </tr> </table>	Total		No. of accidents reported under RIDDOR last year	Nil	No. of accidents reported under RIDDOR this year	Nil	
Total								
No. of accidents reported under RIDDOR last year	Nil							
No. of accidents reported under RIDDOR this year	Nil							
1.13	<p>Does your company consult with employees on health and safety?</p> <p>If YES, please give details below.</p> <ol style="list-style-type: none"> <i>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.</i> <i>2) We include a Employee Representative in the Company Health & Safety Meetings.</i> <i>3) Tool Box talks that are undertaken at site.</i> <i>4) Induction Talks</i> <i>5) Suggestion Box</i> 	YES/NO						
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>
1.16	<p>If YES to 1.14 how do you ensure they are competent?</p> <p>All Sub Contractor must complete our Health & Safety Questionnaire to be entered on to our Approved Contractors List. Each application is reviewed by the Management Team and reassessed annually. Before commencement on of work on site The Managing Director [REDACTED] must sign his approval. It is not the policy of our company to use Sub contractors on Grounds Maintenance contracts.</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><i>We employ a Health & Safety supervisor to control day to day site requirements. [REDACTED] Who has completed the General Health & Safety Management Course. Certificate enclosed.</i></p> <p>In addition we employ the services of construction Safety Services N.W. <i>Construction Safety Services (NW) Ltd.</i> <i>Health & Safety Advisers</i> <i>Office 6, Phoenix House, Kidglove Road, Golborne Warrington WA3 3DP</i> <i>Telephone 01942 729770 Fax 01942 729730 E Mail enq@cssnw.org.uk</i> <i>Our Personal Adviser is [REDACTED] MIOSH MIIRSM</i> <i>C.V.Enclosed.</i> <i>Tel: [REDACTED]</i></p> <p><i>Services Provided Include:-</i> <i>Health & Safety Advise, Risk Assessments Consultation, Training, Regular Site Visits with written report.</i></p>

2.	Equal Opportunities	
<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> http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/</p> <p><i>Useful links for guidance & Information -</i> http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/guidance-for-small-and-medium-size-businesses/related-links/</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"> - 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 - Human Rights Act 1998 - Equality Act 2006 	<p>Enclosed YES/NO</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"> - Promote equality of opportunity between disable persons and other persons - Eliminate unlawful harassment and discrimination - Promote positive attitudes towards all people - Encourage participation by disabled people - 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). 	

	<ul style="list-style-type: none"> - Take active steps to promote equality of opportunity between men and women when carrying out their functions and activities - To promote good race relations <p>How do you promote disability equality, gender equality and race equality towards both users and employees as part of your operations?</p> <p>Enclosed Equal Opportunities and Diversity Policy Statement enclosed. Through our Advertisements for Situations Vacant we include 'We are an Equal Opportunities Employer'</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.	
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.	
2.7	<p>(NB Organisations with less than 5 employees are not required to respond to questions 2.7, 2.8 and 2.9)</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/NO</p> <p>YES/NO</p> <p>YES/NO</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>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. N.A.</p> <p>Confirmed</p>	YES/NO

Section F: Accreditations and Skills Level

1.	Accreditations				
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. CHAS, Institute of Groundsmanship, or EU Equivalent.</p> <p>Please state whether the award belongs to the company or an individual.</p>				
	Name of Awarding Organisation/Body	Level of Accreditation	Date Achieved	Date of Expiry/ Renewal	
	Institute of Groundsman BALI	Corporate Member	17-03-11	16-03-12	
		Membership number [REDACTED]	31-03-11	31-03-12	
	Achilles Verify Constructionline	Supplier number [REDACTED]	31-01-11	31-01-12	
		Registration Number [REDACTED]	30-10-10	30-10-11	
	Chas Accreditation	[REDACTED] Verification	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. ISO 9001:2000 or EU Equivalent.				
	Name of Awarding Organisation/Body	Registration Number	Name of Quality Assurance System	Date Achieved	Date of Expiry/ Renewal
	QMS International plc	[REDACTED]	ISO9001	17-03-2000	16-03-2020
			Original Approval Current Approval	17-03-2010	
	Please provide copies of the certificates you have given above or other proof of the qualifications.				Enclosed YES/NO

Section G: **Tender Schedule**

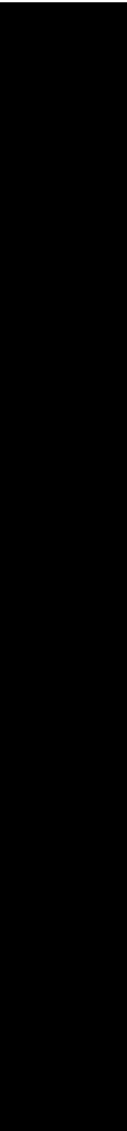
1.	Area of Operation
1.1	<p>We are looking to appoint a minimum of two and a maximum of three providers to be admitted to the framework in each area of Shropshire.</p> <p>Please indicate the areas where you wish to be considered for being invited to quote for future works, you may apply for more than one area:-</p> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div>Oswestry Area</div> <div><input type="checkbox"/></div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div>Market Drayton and Wem Area</div> <div><input type="checkbox"/></div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div>Shrewsbury & Atcham Area</div> <div><input type="checkbox"/></div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div>South Shropshire Area</div> <div><input type="checkbox"/></div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div>Bridgnorth Area</div> <div><input type="checkbox"/></div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div>All areas administered by Shropshire Council</div> <div><input checked="" type="checkbox"/></div> </div>

2. Pricing Schedule					
Please give details of the price for the calendar year 2012, which would be charged for the specification given below. All prices should exclude VAT					
2.1	Please complete the pricing template for a large school, shown below.				
Activity	Detail	Unit	Quantity	Price per Annum	Comments
Maintain: Grassed Areas	a. Amenity b. Fine Turf	Sq.m. Sq.m.	40,057 500		A=20 cuts per annum B=24 cuts per annum
Sports Turf Areas	c. Rugby d. Senior Football e. Hockey f. Running Track g. Cricket outfield	Sq.m. Sq.m. Sq.m. Sq.m. Sq.m.	6,900 10,120 5,060 2,928 10,540		Harrow & Spike Harrow & Spike Harrow & Spike Harrow & Spike Harrow & Spike
Fine Turf sports	h. Cricket Table	Sq.m.	500		
Wicket Preparation	i. Senior Wicket Preparation j. Synthetic Wicket k. Nets-practice bays	No. No. No.	15 1 2		
Goals-Pairs	l. Rugby m. Senior Football n. Hockey	No. No. No.	1 2 1		
Marking Pitches	o. Rugby p. Senior Football q. Hockey r. Rounders s. Training Grids 10mx10m	No. No. No. No. No.	1 2 1 4 2		Per grid per annum
Athletics	t. Running Track (400m/6lane) u. Discus v. Shot w. Javelin	No. No. No. No.	1 1 1 1		
Hard Play Area		Sq.m.	2,625		Sweeping and Line mark Operations
Boundary Hedges	Inner Face 0-1m High – 1 Side & top 0-2m High – 1 side only 0-2m High – 1 Side & top	lin.m. lin.m. lin.m.	243 130 137		
	Outer Face 0-1m High – 1 Side Only 0-2m High – 1 side only	lin.m. lin.m.	243 137		
Total Price					

Commercial Information

2.2	<p>Please give details of the price for the calendar year 2012, which would be charged for the specification given below. All prices should exclude VAT</p> <p>Please complete the pricing template for a medium school, shown below.</p>				
Activity	Detail	Unit	Quantity	Price per Annum	Comments
Maintain: Grassed Areas	a. Amenity b. Rough grass	Sq.m. Sq.m.	15,646 357		A= 20 Cuts per annum B= 4 Cuts per annum
Sports Turf Areas	c. Junior football/5-a-side/grids	Sq.m.	1,500		Harrow & Spike
Wicket Preparation	d. Grass Practice strips	No.	1		
Goals-Pairs	e. Junior Football	No.	1		
Marking Pitches	f. Junior Football	No.	1		
Jumping Pits		Sq.m.	10		
Athletics	Running Track (200m/4lane)	No.	1		
Hard Play Area		Sq.m.	930		
Beds and Borders	Type D	Sq.m.	208		
Plant Maintenance	Shrubs	Sq.m.	208		
Ornamental Hedges	Inner Face 0-2m High – 1 Side & top	lin.m.	170		
	Outer Face 0-2m High – 1 side only	lin.m.	170		
Total Price					


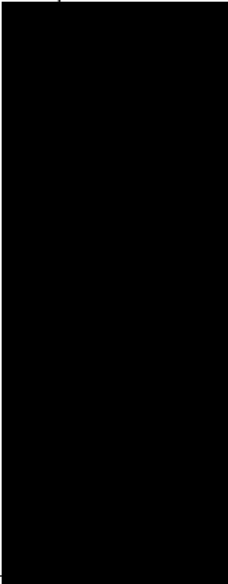


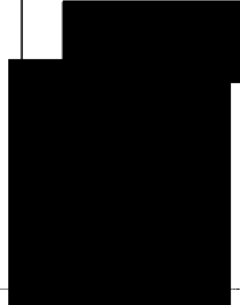
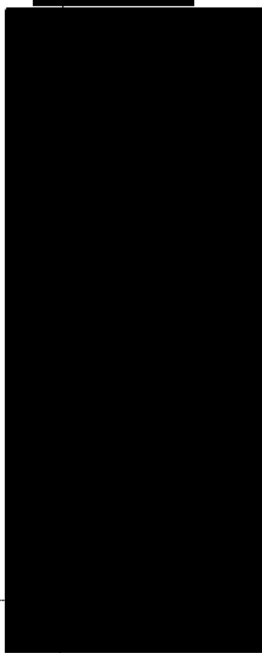


Commercial Information

2.3	Please give details of the price for the calendar year 2012, which would be charged for the specification given below. All prices should exclude VAT Please complete the pricing template for a small school, shown below.				
Activity	Detail	Unit	Quantity	Price per Annum	Comments
Maintain: Grassed Areas	a. Amenity	Sq.m.	4,022		
	b. Rough grass	Sq.m.	31		
Goals-Pairs	c. Junior Football	No.	1		
Marking Pitches	d. Junior Football	No.	1		
	e. Rounders	No.	1		
Athletics	Running Track (60m/6lane)	No.	1		
Hard Play Area		Sq.m.	465		
Beds and Borders	Type A	Sq.m.	31		
Plant Maintenance	Shrubs	Sq.m.	31		
Boundary Hedges	Inner Face 0-1m High – 1 Side & top	lin.m.	135		
	0-2m High – 1 side only	lin.m	77		
	Outer Face 0-1m High – 1 side only	lin.m.	90		
Total Price					

3.	Ability to Deliver Service
	<p>The Model Specification is enclosed and is a guide for the type of work you may be invited to quote for if accepted onto the framework. Please indicate that you have read and agree to adhere to the standards laid out in the Model Specification:</p> <p style="text-align: right;">YES/NO</p> <p>Please indicate any areas where you have concerns and would wish to seek further clarification or instruction:-</p>

4.	Contract Experience and References					
4.1	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.					
1	[Redacted]	[Redacted] Senior Technical Officer Highways Telephone [Redacted] E Mail [Redacted]	t	Approx [Redacted] per year	We provide a complete Grounds Maintenance Service to Powys County Council covering some 1,800 sq miles. Contractual Obligations include Grass cutting on Housing Estates and Industrial Areas, Verge Grass cutting on Trunk roads. Shrub bed maintenance, Weed clearance including Spraying from Knapsack and Quad Bike. Arboriculture works, Bedding Planting and Hanging Baskets, Hedge cutting by both Hand and Tractor. In addition we undertake Clearance of Rights of Way and Bridle paths. Toilet cleaning, Play Area Inspections, Grip and Gully cleaning, various fencing works and Hedge Planting.	June 1998 Current
2	[Redacted]	[Redacted] Education and Leisure Officer. Tel [Redacted] E Mail [Redacted]	Approx [Redacted] per annum.	Grounds Maintenance to 90 schools both Primary & Secondary. Works include Grass Cutting, Hedge and control and maintenance Artificial	January 2009 To Current	

3	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	Turf maintenance, Fencing works, Removal of weeds, flower beds maintenance	April 2006 to Current.
4	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	Individual Grounds Maintenance Service. Plus Environmental Improvement works.	April 2011
5	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	Grounds Maintenance Service contract includes Grass cutting, plus additional Works as and when requested by the client including Gritting & Turf laying service.	[REDACTED]
6	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	Grounds Maintenance Service Flintshire Clwyd Alyn Social Housing Sites Wrexham Clwyd Alyn Social Housing Sites Welshpool Clwyd Alyn	[REDACTED]

7				<p data-bbox="175 425 239 604">Social Housing Sites</p> <p data-bbox="272 313 901 604"> Grounds Maintenance Urban Contract Our operations require us to carry out to a high standard up-graded grounds maintenance regime to 93 specific areas including council offices, tourist attractions, enterprise parks and public buildings. Operations include cylinder mow cutting and disposal of arisings and maintenance, shrub bed maintenance, hanging baskets, tree maintenance and weed control </p>	
8				<p data-bbox="941 425 1005 604">Full Grounds Maintenance Service including the new development for TUI Adventure services. Contract includes Ornamental Lawn Cutting, Litter & Leaf Clearance, Hedge & Shrub Bed Maintenance, Weed control. Turf laying Service. Previous Client The</p>	

Personal & Commercial Information

9	[REDACTED]	[REDACTED]	<p>Grounds Maintenance Service plus Additional works such as Burial Services, & Landscaping works</p> <p>Oswestry Town Green - Renamed Wilfred Owen Green</p> <p>Development of Waste Ground to a fully landscaped Town Green public space. i.e. Site clearance, Soiling, seeding, planting, construction & installation of timber play equipment, street furniture, construction of labyrinth. Play mound with slide.</p> <p>As part of this contract we undertake Grounds Maintenance for 1 year.</p>	<p>April 1992 to Date</p> <p>1st March 2010</p> <p>Grounds Maintenance June 2010</p>
10	[REDACTED]	<p>Landscaping project followed by 1 years Grounds Care and Play Equipment Maintenance</p>		

4.2

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 services.

P&W Maintenance Contracted was formed in 1989 by its current Managing Director, [REDACTED]. He was keen to set up a company to deliver a High Quality and Value for Money Grounds Maintenance and Landscaping Service.

P & W Maintenance Contracting Limited now employ over 70 staff [REDACTED]

The majority of these clients have retained our services for many years. Two new additions to our Client portfolio are [REDACTED]

In addition, we undertake Landscaping projects for [REDACTED] and [REDACTED]

We provide the Grounds Maintenance service to 90 Schools for [REDACTED] Council, 65 schools in the [REDACTED]

All staff who work on school establishments receive enhanced CRB checks.

Our experience of delivering service to these schools gives us confidence to believe that we are well placed to undertake this Contract. To deliver this service each School is considered as an Individual Client, Our Contract Management teams deal direct to the Head teacher or nominated representative and we aim to ensure that each school is served by the same operational team, throughout the 12 month period. This we believe helps both the school and ourselves develop an excellent working relationship and allows our staff to take ownership of their schools.

We have developed systems and processes that enable our Management and Supervisory teams to cover Service delivery, Quality monitoring, Health, Safety and Environment. We have highly motivated, flexible and skilled operational teams who deliver an excellent service in a safe and courteous manner. They are supported by our administration team who will assist the schools in providing information, communication and support.

Our Staff share in [REDACTED] philosophy of Good service. We believe in personal contact with our Clients and where possible end users. Our Management team are contactable 24/7 and we pride ourselves on our response to our Clients when urgent actions are required. We have qualified staff and the necessary plant and material to provide responsive maintenance such as Tree Works, Snow clearance and Salt & Gritting operations. Last year we provided over 2,000 bags of Salt to 90 Schools in Shropshire.

All the above factors give us the confidence that we would be able to provide an excellent value for money service to Shropshire Schools.

5.3	<p>How would you reduce the need to use herbicides?</p> <p><i>We encourage the use of Hand Hoe, and Hand weed operations in shrub beds.</i></p> <p><i>Thicken up planting to include ground cover. Mulching of beds.</i></p> <p><i>Regular brushing of kerb lines to discourage weed seed germination.</i></p> <p><i>Only use weed free topsoil/compost/mulches for planting operations</i></p> <p><i>Removal of weeds from site before allowed to seed, ie bag up and remove from site.</i></p> <p><i>Use grass types which give good cover and compete with weeds at seedling stage.</i></p> <p><i>Mowing areas /strimming obstructions not leaving bands of unmown grass/weeds</i></p>
5.4	<p>Who or how many of your staff holds a Certificate of Competence for using pesticides?</p> <p><i>Approx 60% of staff hold necessary certificates. We do have annual training plan for each member of staff and this % would be likely to increase year on year.</i></p>

6.	Safeguarding
6.1	<p>Are any of your staff CRB checked? If so, please give details of their role and frequency of check.</p> <p><i>All staff including Managers, Supervisors and Operational staff who are likely to be involved in working or visiting schools receive Enhanced CRB Checks.</i></p> <p><i>The checks are updated 3 yearly.</i></p>
6.2	<p>Please detail any procedures you have in place to make your staff aware of safeguarding issues (e.g. informing them not to have unsupervised contact with children)</p> <p><i>Pre start Contract induction would cover behaviour of Staff on Clients sites and in particular on School sites this would be a specific item in the induction.</i></p> <p><i>Periodic Tool Box talks would include a reminder to staff of the special requirements of working with schools and children.</i></p>

Personal Information

[REDACTED]
ADJ Limited
Singletons Farm
Midge Hall Lane
Leyland
Lancashire
PR26 6TN

Shropshire Council
Commissioning & Procurement
Shirehall
Abbey Foregate
Shrewsbury
SY2 6ND

Date: 12th October 2011

Dear [REDACTED]

**YMC 032 – FRAMEWORK ARRANGEMENT FOR THE PROVISION OF GROUNDS
MAINTENANCE FOR THE USE BY SCHOOLS COMMENCING 1 JANUARY 2012 FOR A
PERIOD OF 2 YEARS WITH AN OPTION TO EXTEND FOR A FURTHER 2 YEARS**

**CATEGORY: LARGE SCHOOLS
GEOGRAPHICAL AREA: ALL AREAS**

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

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 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

[REDACTED]
Procurement Manager
[REDACTED]

Personal Information

[REDACTED]
Fastrack Maintenance Ltd
The Briars
7 Broomhall Close
Oswestry
Shropshire
SY10 7HF

Shropshire Council
Commissioning & Procurement
Shirehall
Abbey Foregate
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[REDACTED]

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[REDACTED]
Littlehales Environmental
The Brinks
Ratlinghope
Shrewsbury
SY5 0SP

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[REDACTED]

Personal Information

[REDACTED]
Benbow Garden Services Ltd
The Laurels
City Lane
Four Crosses
Llanymynech
Powys
SY22 6RJ

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**CATEGORY: MEDIUM SCHOOLS
GEOGRAPHICAL AREA: OSWESTRY, MARKET DRAYTON & WEM, SHREWSBURY &
ATCHAM**

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Mr [REDACTED]
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SY10 7HF

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[REDACTED]
P & W Maintenance Contracting Ltd
Weston Farm
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Oswestry
Shropshire
SY10 9ER

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**CATEGORY: MEDIUM SCHOOLS
GEOGRAPHICAL AREA: SOUTH SHROPSHIRE & BRIDGNORTH AREAS**

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Mr [REDACTED]
Bloomin Gardens & Landscapes Ltd
Portwood Industrial Estate
Church Street
Church Gresley
Swadlincote
Derbyshire
DE11 9PT

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