

Pontefract Academies Trust
Barracks Business Centre
Wakefield Road
Pontefract WF8 4HH

INVITATION TO TENDER

12 April 2019

Dear Potential Bidder

INVITATION TO TENDER (ITT) for provision of Grounds Maintenance Services across the Trust

- 1 Your organisation along with others is invited to offer a tender for provision of the above, to the specification outlined in the attached documents. Enclosed are:

Document 1 Instructions and information on the tendering procedures.

Document 2 Specification of the Requirement.

Document 3 Declaration and information to be provided by tenderer.

Attachment 1 Terms & Conditions including Schedule 1

Attachment 2 Evaluation Criteria and Scoring

- 2 Please read the instructions on the tendering procedures carefully. Failure to comply with them may invalidate your tender which must be returned by the date and time given below.
- 3 An electronic copy of your tender must be received by tender@patrust.org.uk no later than **7 May 2019 at 12 noon**. Late tenders will **not** be considered.
- 4 If having read the enclosed specification you decide not to submit a tender, I would be grateful if could send your reasons (though you are under no obligation to do so) to tender@patrust.org.uk, at the above address marked 'No Tender'.
- 5 Please contact me if you have any questions about the tendering procedure. The enclosed Document 1 also contains details for providing you with further information or clarification of the Trust's requirement.

I look forward to your response.

Yours sincerely

Debbie Samwell
Director of Finance and Estates

INSTRUCTIONS AND INFORMATION ON TENDERING PROCEDURES

- 1 These instructions are designed to ensure that all tenders are given equal and fair consideration. It is important therefore that you provide all the information asked for in the format and order specified. Please contact Debbie Samwell, Director of Finance and Estates on 01977 232158 if you have any doubts as to what is required, or you have difficulty in providing the information requested. Pre-tender negotiations are **not** allowed.

Contract Period

- 2 The contract is to be for a period of **1 June 2019 to 31 August 2022**.

Incomplete Tender

- 3 Tenders may be rejected if the information asked for in the ITT and Specification is not given at the time of tendering.

Returning Tenders

- 4 All bids should be sent electronically to tender@patrust.org.uk. The Trust will send a confirmation of receipt of bid email.

Tenders must be delivered by **7 May 2019 at 12 noon**.

Receipt of Tenders

- 5 Tenders will be received up to the time and date stated. Those received before the due date will be retained unopened until then. It is the responsibility of the tenderer to ensure that their tender is delivered not later than the appointed time.

Acceptance of Tenders

- 6 By issuing this invitation the Trust is not bound in any way and does not have to accept the lowest or any tender and reserves the right to accept a portion of any tender, unless the tenderer expressly stipulates otherwise in their tender.

Inducements

- 7 Offering an inducement of any kind in relation to obtaining this or any other contract with the Trust will disqualify your tender from being considered and may constitute a criminal offence.

Confidentiality of Tenders

- 8 Please note the following requirements, you must not:
 - Tell anyone else what your tender price is or will be, before the time limit for delivery of tenders.
 - Try to obtain any information about anyone else's tender or proposed tender before the time limit for delivery of tenders.

- Make any arrangements with another organisation about whether or not they should tender, or about their or your tender price.

Failure to comply with these conditions may disqualify your tender.

Costs and Expenses

- 9 You will not be entitled to claim from the Trust any costs or expenses which you may incur in preparing your tender whether or not your tender is successful.

Debriefing

- 10 Following the award of contract, debriefing will be included in the letter sent to unsuccessful bidders.

Evaluation Criteria

- 11 The tender process will be conducted in a manner that ensures tenders are evaluated fairly to ascertain the most economically advantageous tender.
- 12 Your capability to perform the contract will be evaluated using selection and award criteria set out in Annex 1.

Freedom Of Information

- 13 The Trust is committed to open government and to meeting their responsibilities under the Freedom of Information Act 2000. Accordingly, all information submitted to the Trust may need to be disclosed in response to a request under the Act. If you consider that any of the information included in your tender is commercially sensitive, please identify it and explain (in broad terms) what harm may result from disclosure if a request is received, and the time period applicable to that sensitivity. You should be aware that, even where you have indicated that information is commercially sensitive, we may still be required to disclose it under the Act if a request is received. Please also note that the receipt of any material marked 'confidential' or equivalent by the Trust should not be taken to mean that we accept any duty of confidence by virtue of that marking. If a request is received, we may also be required to disclose details of unsuccessful tenders.

Tender Period

- 14 Due to the intensive evaluation process, the Trust requires tenders to remain valid for the period specified in Document 4.

Basis of the Contract

- 15 The specification in Document 2, and the terms and conditions in Document 3, together with any special requirements, will form the basis of the contract between the successful tenderer and the Trust.

Timetable

- 17 This timetable is provisional and may be subject to change but will be adhered to by the Trust as far as reasonably possible.

ACTIVITY	TIMESCALE
Advertise/Invitations sent	12/04/2019
Start of clarifications stage / any questions about the specification or procurement process	12/04/2019
End of clarifications stage	25/04/2019
Site Visits starting at Orchard Head JI&N School Pontefract	01/05/2019 @ 9.30am
Submission deadline for receipt of bids	07/05/2019@ noon
Inform bidders of award	10/05/2019
Stand still period	10/05/2019-31/05/2019
Award contract	01/06/2019

Format of Bids

- 18 Tenderers should present their proposals in the following format:

Section 1 Table of Contents

Section 2 Management Summary

Section 3 Meeting the Specification

Section 4 Cost and Charging Arrangements

Section 5 Declarations, Undertakings and Attachments (see Document 4)

Conclusions

- 19 Whilst every endeavour has been made to give tenderers an accurate description of the Trust's requirement, tenderers should make their own assessment about the methods and resources needed to meet those requirements.

SPECIFICATION OF REQUIREMENT

Background Information on the Trust

Pontefract Academies Trust was incorporated in April 2013 and incorporates two secondary schools and six primary schools all within the locality of Pontefract.

The Trust places a high degree of importance and value in the appearance of its academies, this includes the highest standards of grounds maintenance.

1. Service Requirement

- 1.1 The Trust requires a Contractor to undertake a grounds maintenance service in accordance with horticultural best practice.
- 1.2 The Contractor will be responsible for the provision of skilled horticultural craftsmen to undertake the services of grass cutting, hedge maintenance, leaf and litter control, pruning, weed control, sport pitch maintenance and associated works.
- 1.3 The Contractors staff employed on this contract must be trained on environmentally friendly gardening practices to be applied in carrying out the service. This should include topics such as waste and energy saving practices, waste minimisation, use of products based on renewable raw materials; chemical product and container handling and management etc.

2. The Site

- 2.1 A map detailing site locations is provided as Annex A to this specification.
- 2.2 Over the period of the contract there may be changes to the overall sites as buildings/sites are taken out of use (either temporarily or permanently) or new buildings / sites are brought into use, or for other reasons.
- 2.3 Coverage

The King's School

The King's School is a secondary school accommodating up to 1,050 students. The school is situated over approximately 36,473 square metres and includes small grassed areas, pavements, paths, sports pitches, car parks and shrubbery. The boundary is approximately 1,151 square metres.

Carleton High School

Carleton High School is a secondary school accommodating up to 1,050 students. The school is situated over approximately 66,993 square metres and includes small grassed areas, pavements, paths, sports pitches, car parks and shrubbery. The boundary is approximately 1,432 square metres.

Carleton Park J&I School

Carleton Park J&I School is a primary school accommodating up to 210 pupils. The school is situated over approximately 5,573 square metres and includes small grassed areas, pavements, paths, sports pitches, car parks and shrubbery. The boundary is approximately 491 square metres.

Larks Hill J&I School

Larks Hill J&I School is a primary school accommodating up to 210 pupils. The school is situated over approximately 6,339 square metres and includes small grassed areas, pavements, paths, sports pitches, car parks and shrubbery. The boundary is approximately 474 square metres.

The Rookeries JI&N School

The Rookeries JI&N School is a primary school accommodating up to 315 pupils and up to 26 nursery children. The school is situated over approximately 6,881 square metres and includes small grassed areas, pavements, paths, sports pitches, car parks and shrubbery. The boundary is approximately 504 square metres.

De Lacy Primary School

De Lacy Primary School is a primary school accommodating up to 315 pupils and up to 52 nursery children. The school is situated over approximately 8,928 square metres and includes small grassed areas, pavements, paths, car parks and shrubbery. The boundary is approximately 655 square metres.

Orchard Head JI&N School

Orchard Head JI&N School is a primary school accommodating up to 315 pupils and up to 78 nursery children. The school is situated over approximately 8,928 square metres and includes small grassed areas, pavements, paths, sports pitches, car parks and shrubbery. The boundary is approximately 655 square metres.

Halfpenny Lane JI&N School

Halfpenny Lane JI&N School is a primary school accommodating up to 420 pupils and up to 78 nursery children. The school is situated over approximately 5,790 square metres and includes small grassed areas, pavements, paths,

sports pitches, car parks and shrubbery. The boundary is approximately 628 square metres.

3. General Requirements

- 3.1 Tasks specified to be carried out on a regular basis, must be suitably spaced out over the period and must meet with the Trust Estates Manager approval. The scheduling of these tasks must be available for inspection and the Contractor shall make any adjustments as deemed necessary by the Trust Estates Manager.
- 3.2 The Contractor should avoid using machinery close to school buildings during school hours. In particular, the Contractor will cease all noisy work during examination periods and comply with wishes expressed by the Trust Estates Manager. The noise emission level of machinery used in connection with this contract shall not exceed the noise levels specified in the EU Noise Directive (2000/14/EC) as amended.
- 3.3 Machinery must not be used by the Contractor in close proximity to school students/pupils and if in the Contractor's opinion a potentially dangerous situation exists, the Contractor will remove his machinery from the premises and contact the Trust Estates Manager.
- 3.4 The Contractor is to avoid soil, grass cuttings or moss from grassed or soil areas being carried onto buildings, paths and roads. Where this has occurred, the area should be cleaned and materials removed immediately.
- 3.5 All pruning, hedge cuttings and arisings shall be removed from the premises by the Contractor and disposed of in a proper manner at the Contractor's expense. No burning on any premises of any material is permitted.
- 3.6 Machinery used on turf areas shall not spill or drip oil or fuel. All hand machinery should be shielded to prevent spillage of oil or fuel.
- 3.7 All guards, safety flaps and safety devices must be used in their correct position at all times.
- 3.8 The Contractor shall consider in every instance whether the use of any form of chemical (for uses including but not limited to fertilizer, pesticide and herbicide) is strictly necessary before application. Use of pesticides and artificial fertilisers shall be minimised, by for example switching to natural methods of controlling weeds, insects and fungi wherever possible and maintaining soil fertility. The Contractor shall whenever possible substitute all slow renewables, such as peat, with organic wastes such as compost, manure, leaf mold, bark chippings and coir.
- 3.9 If pesticides are to be used these may only be applied out of school hours or in the holiday periods when the premises are not in use by students leaving sufficient time for them to be fully absorbed before use of the areas. Spraying must not take place in environmental study areas. Any pesticide used must not be allowed to foul ditches or drains.
- 3.10 All chemicals must be kept safe under lock and key when not in use. Empty containers must be removed from site and disposed of in a manner approved in

the relevant regulations. All chemicals must be kept in their original, clearly labelled containers. Relevant Duty of Care notices will be provided to ensure that spent pesticide containers have been disposed of as per current legislation.

- 3.11 All chemicals must be approved by the Trust Estates Manager prior to use and used strictly in accordance with the manufacturer's instructions and in accordance with the relevant regulations or subsequent amendments for the purposes of use, storage and disposal. COSHH Risk Assessments must be produced for all pesticides used. Operatives must produce their NPTC Certificate of Competence before applying any pesticides.
- 3.12 The Contractor will be responsible for reinstating any areas damaged by herbicide drift, including damage to any plants or turf. Such damage will be reinstated within five days of the Contractor receiving the Trust Estates Manager instruction and any labour or materials required will be provided by the Contractor at his own expense.
- 3.13 The Contractor will be responsible for replacing any plants, including trees and shrubs damaged by strimmers or mowers. Such damage will be reinstated within five days of the Contractor receiving the Trust Estates Manager instruction and any labour or materials required will be provided by the Contractor at his own expense.
- 3.14 When irrigation is required for example to aid the establishment of new turf or plants the Contractor shall provide all necessary hosepipes and fittings, spray nozzles and sprinklers and fittings necessary for connecting to the water supply. The Contractor shall be required to dismantle all irrigation equipment on completion.
- 3.15 The Contractor's representative is to report to the Premises Manager (Secondary Schools) or Office Manager (Primary Schools) on arrival on every visit prior to commencing any works. A report is required to be completed for every day of attendance detailing the tasks undertaken and submitted to the Trust Estates Manager for signature. Failure to provide this report will count as non-attendance.
- 3.16 The Contractor will monitor and review the performance of the services on an ongoing basis and is required to meet formally once every two months with the Director of Finance and Estates and the Trust Estates Manager to discuss delivery of services and to plan the following months schedule of work.
- 3.17 The Contractor should only undertake services as instructed by the Trust Estates Manager and not any other member of the school's personnel, unless directed by the Trust Estates Manager.

4. Grass Cutting

4.1 Works Specification

- i) Using appropriate equipment grassed areas are to be cut down in line with horticultural best practice on a weekly basis between April and September and one per month in March and October. Immediately following each cut clear cuttings from paths, paved areas. All waste grass cuttings removed from paths

and paved areas shall be collected in appropriate container then removed from site and disposed of at contractor's own tip.

- ii) Where grass areas abut planted areas such as shrub, rose or annually planted beds, the grass edge shall be cut back to the original line of the bed using long handled shears or approved mechanical means every time the grass is cut.
- iii) Grass that abuts buildings, walls, fences, hard surfaces, trees, posts and other obstructions shall be cut level with the surrounding grass areas at each cut. Redefine edges with half-moon cutter or similar.
- v) Should the Contractor allow the grass to exceed 75mm, despite ground conditions being suitable for mowing and except when areas have been made inaccessible through building works etc, when cutting resumes all arisings must be removed and disposed of at the contractor's own expense, in an environmentally preferable manner. The Contractor shall contact the Trust Estates Manager as soon as grass cutting operations substantially fall out of specification and advise on a suitable work programme to rectify the situation.

5. Maintenance of Grassed Areas

5.1 General Information

- i) The Contractor shall maintain all grassed areas.
- ii) The Contractor shall inspect all areas of the sites to be cut prior to work commencing and shall remove and dispose of, where appropriate, items and obstructions which might cause damage or injury and litter or debris which may become shredded during grass cutting operations. Any equipment removed prior to cutting shall be returned to their original position prior to leaving the site.
- iii) The Contractor shall ensure that all machines engaged in grass cutting operations are sharp and properly set so as to produce a true and even cut. All equipment shall be suitable for the grass cutting operation to be carried out and shall only be used in compliance with the manufacturer's recommendations and current relevant Health and Safety legislation
- iv) For clarification, 'grass cutting' includes cutting the clover, weeds and other vegetation that makes up the grass sward.
- v) All grassed areas on the sites shall be cut within 24 hours of commencement. This includes the strimming of obstacles and is to ensure that lawn areas achieve uniformity. Strimming of grassed areas near vehicles shall be carried out with due care and attention, to ensure that there is no damage caused to vehicles. Should any damage be caused, strimming is to be stopped and the Trust Estates Manager should be informed immediately, before continuing with the strimming required.
- vi) During periods when ground conditions of any site or part of a site, are so wet as to prevent grass cutting occurring without causing damage to the grass or ground levels, the Contractor shall cease grass cutting operations at either the whole site, or the part of the site which is too wet to cut. The Trust Estates Manager shall be notified immediately of this action. The Contractor shall be required to resume work as soon as ground conditions allow, undertaking

whatever works are necessary and using appropriate machinery for the length of grass to promptly bring the grass area or areas to the specified standard.

- vii) Should the Contractor cause damage to the grass or ground levels during mowing operations, the area shall be reinstated within 48 hours unless ground or weather conditions are not suitable. The Contractor shall ensure that the Trust Estates Manager is kept informed as to the progress of the reinstatement.
- viii) Should the Contractor cause damage during grass cutting to other parts of the site such as hard areas, buildings, inspection covers, trees/plants or to personal property such as vehicles then the Trust Estates Manager should be informed immediately, and the necessary action taken to rectify the damage.
- ix) On areas that are inaccessible to ride-on mowers, for example where grass abuts walls/buildings, and around obstacles such as trees, smaller or pedestrian mowers or trimmers shall be used to avoid damage. Strimming in areas that adjoin Car Parking Spaces should be carried out early in the morning and prior to the arrival of staff. Strimming should commence by 7am for the areas adjoining car parking spaces, to reduce the potential damage to vehicles, on a scheduled basis, this area shall be coned off in consultation with the Trust Estates Manager or a member of his/her staff.
- x) If there are flowering bulbs naturalised within the grass these areas shall not be cut until 6-8 weeks after the completion of flowering. The arisings from this initial cut shall be removed and disposed of, in an environmentally preferable manner.
- xi) Where moles are present at a site the contractor shall ensure that all mole hills are brushed evenly into the grass sward before grass cutting commences.
- xii) On occasions it will not be possible to cut certain grass areas due to temporary obstructions caused by building works etc. When this occurs, the Contractor shall mow as close as possible to the obstruction. Where building work requires large areas of the site to be made inaccessible by barriers, hoarding etc, but the grass within the hoarding is unaffected by the construction works, the contractor shall liaise with the Trust Estates Manager to ascertain whether safe access can be arranged to ensure grass cutting can continue.
- xiii) The Contractor shall note that, during recent years, climatic conditions have caused excessive rates of grass growth or 'flushes' to occur at certain times of the year. The Contractor shall have made due allowance in the cutting rates for maintaining the grass to the specified standard during these times.
- xiv) During drought conditions the Trust Estates Manager may decide to raise the height of cut or suspend mowing entirely and confirmation of this decision will be given to the Contractor in writing. When cutting is to resume the Trust Estates Manager will issue a written instruction accordingly.

6. Hardsurface / Tarmac Areas / Rugby/Football/Hockey

6.1 General Information

- i) The Grounds Maintenance Contractor is required to carry out weed control at borders of these areas as frequently as required to maintain weed free.

- ii) Pesticides shall not be applied to shrub borders without the approval of the Trust Estates Manager.
- iii) The Contractor is required to clean, prepare, repaint and erect all rugby/football/hockey posts prior to the start of the season.
- iv) The Contractor is required to take down rugby/football/hockey posts at the end of the season and to ensure the post holes are covered.

6.2 Works Specification

- i) Kill off all weed growth from hardsurface and tarmac areas and remove once dead from site. If herbicides are to be used, all Service Operators, Supervisors and Service Managers carrying out services at the School are required to be fully trained and certified for using herbicides, under the requirement of the Food and Environmental Protection Act 1985, to NPTC PA1 and PA6 certification, all chemicals used must be approved under the Control of Pesticides Regulation 1986 (COPR).

7. **Maintenance of Shrub Borders**

7.1 General Information

- i) The Contractor shall maintain the shrub borders to be free from weeds. For clarification 'weeds' shall include annual weeds, perennial weeds, woody weeds, self sown saplings, unwanted climbers and suckers.
- ii) Pesticides shall not be applied to shrub borders without the approval of the Trust Estates Manager.
- iii) Hedgecutters may not be used for pruning purposes on any shrubs.
- iv) Evergreen shrubs should not be clipped or shaped with shears without the prior approval of the Trust Estates Manager.
- v) On commencement of the contract, prior to any pruning taking place. The Contractor shall ascertain from the Trust Estates Manager the pruning requirements for all the borders.

7.2 Works Specification

Shrub & Rose Beds

- i) Every month between 1st of March and 31st October remove all weeds from borders by hand ensuring all roots are eradicated. Remove all litter, debris, dead or diseased plant material and leaves from the borders and dispose of at Contractor's own tip. Lightly fork the soil surface where required to remove any footprints and relieve compaction but avoiding damage to the roots of adjoining plants and leave the area in a neat, raked condition with the soil edge thrown up.
- ii) Borders which contain mulch should, at the end of each maintenance visit, have any mulch which has fallen onto the surrounding area swept back onto the bed and then the mulch evenly redistributed across the border.

- iii) Pruning shall be carried out at the appropriate time during the year in accordance with current best horticultural practice for each particular plant species using sharp, suitable tools, ensuring all cuts are clean. If any doubt arises regarding the pruning of a particular plant, the Trust Estates Manager should be consulted. All pruned material shall be removed from site and disposed of at the contractor's own tip.
- iv) Where ivy is present in a border as ground cover it shall be pruned to control its infestation of other plants.
- v) During the year, the Contractor must inspect and allow for cutting back and removing any growth from borders that causes a nuisance or danger to persons or traffic, or that obscures light to buildings. This includes plants or weeds overhanging pathways, growing up over windows, obstructing parking bays, signs or drivers' sight lines.
- vi) During the year, the Contractor must inspect and allow for removal of all unvariegated growth on variegated plants. The unvariegated shoots should be cut back to their point of origin and disposed of.
- vii) During the year, the Contractor must inspect and allow for removal of all epicormic growth from the base of all trees present in shrub borders.

8. Hedge Maintenance

8.1 General Information

- i) The Contractor shall ensure that all machines and equipment used in hedge cutting are appropriate for the task and are adequately sharp to ensure no damage occurs to the hedging plants.
- ii) When cutting commences on an individual hedge, it shall be completed in entirety before moving onto cutting another hedge. If for any reason this is not possible the Contractor shall advise the Trust Estates Manager immediately.
- iii) Immediately on completion of hedge cutting, or at the end of each working day, all arisings shall be removed from the site and disposed of at the Contractor's own tip.
- iv) Where hedges are of a height that necessitates working from a scaffold, the Contractor shall inform the Trust Estates Manager for approval before the contractor provides and erects scaffolding to carry out required works, ensuring compliance with all the appropriate regulations.
- vi) The Contractor shall avoid carrying out hedge cutting works during the nesting season. The Contractor shall be responsible for ascertaining, on an annual basis, when the nesting season occurs.

8.2 Works Specification

- i) Trim hedges using shears and, or hand operated hedge trimmer. Trim carefully and neatly with the width at the top less than the base. All hedges shall but cut

in line with window eye line level, to ensure full daylight capabilities to the window. Cut back to previous year's growth.

- ii) On completion of cutting each hedge, remove all weeds, brambles, litter and debris from the base of the hedge and dispose.
- iii) Once every 3 months, between 1st March and 31st October, remove all weeds, brambles, litter and debris from the base of the hedge and dispose.
- iv) During the year, the Contractor must inspect and allow for cutting back and removing any growth from the hedge line that causes a nuisance or danger to persons or traffic. This includes vegetation overhanging pathways, growing up over windows, obstructing parking bays, signs or drivers' sight lines.
- v) Hedges planted after commencement of the Contract shall require an alternative maintenance schedule whilst they become established, which shall be provided by the Trust Estates Manager.

9. Weed Control

- 9.1 Every 6 months spray all weeds in hard paved areas, along fence lines, around tree bases and around obstacles in turfed areas with an approved non-residual weed killer ensuring no damage is done to treated area or surrounding grass.
- 9.2 Kerb edging shall be swept clean prior to weed killer application and all arisings to be removed from site and disposed of at the Contractors own tip.
- 9.3 The treated strip around obstacles and along fence lines shall be between 100-150mm wide.
- 9.4 No weed spraying should take place in or near study areas.
- 9.5 The application of any pesticide should only take place during the appropriate weather conditions, i.e. not during wet or windy weather, or if the threat of rain appears imminent.

10. Fence line Maintenance

- 10.1 Once per year, cut back all vegetation coming through and over from adjoining land. Cut back to original fence line and remove arisings to Contractor's own tip.
- 10.2 During the year, the Contractor shall inspect and allow for cutting back and removing any growth through the fence lines that causes a nuisance or danger such as brambles or nettles.

11. Tree Base Maintenance and visual inspection

- 11.1 During the year the Contract shall ensure tree bases remain weed and litter free.
- 11.2 After any storm the Contractor is required to inspect trees for potential hazards and notify these to the Trust Estates Manager.
- 11.3 The Contractor must not conduct work on any trees of the Trust.

12. Leaf Collection

- 12.1 From the second week in October until mid-December leaves will be cleared by the Contractor from all soft areas ensuring the accumulation of leaves and corses are removed from site, so as not to spread to areas already cleared.

13. Sports Pitch Marking and Maintenance

- 13.1 Details of the Trust sports facilities are set out in Annex B of this specification.

13.2 Winter Sports Pitches Football and Rugby

- i) The winter sport season commences in September and extends to April.
- ii) On one occasion per year, during August, clean off all goal posts, back boards and cross bars, prepare and repaint with 1 coat of approved primer and one coat of white gloss paint applied as per the manufacturer's instructions.
- iii) On one occasion per year during August, erect all goal posts, back boards and cross bars provided by site. All posts to be vertical to the ground, securely and safely erected.
- iv) At the end of the season, during April (exact date to be determined by the Trust Estates Manager) take down and store (correctly to avoid damage) all goal posts, back boards and cross bars provided. Make safe goal post sockets with caps or plugs to be provided by the Contractor and installed flush with surrounding soil level.

13.3 Winter Sports Pitch Marking

- i) Prior to the start of the Autumn Term, set out all pitches in accordance with the sport's governing bodies' requirements and as agreed with Trust Estates Manager.
- ii) Before any marking or remarking is undertaken the Contractor shall ensure that the surface to be marked is free of all dust, litter, grass, leaves and debris. Mowing must be programmed to precede line marking.
- iii) No herbicide shall be used in line marking operations unless specifically requested by the Trust Estates Manager.
- iv) All lines to be marked using equipment that produces straight even width lines of equal pigmentation using an approved non toxic white lining compound. At all times marked lines must be 50mm wide and clearly visible from a distance of 30m. Ensure all markings are accurate, with true angles and curves.
- v) The Contractor shall overmark pitches as often as required between September and April inclusive to ensure that all lines are maintained throughout the season at 50mm wide and are constantly clearly visible from 30m.
- vi) No pitch markings will be burnt in using any other materials except for branded marking compounds.

13.4 Training Grids on Rugby Field

- i) Training Grids will be required for the duration of the Winter Sports Season.
- ii) The Contractor should note that training grids comprise of a series of connecting squares. As a guide, the average size of each square is 10 x 10 metres.
- iii) The specification for the marking out of grids is the same as that for Winter Sports pitches.

13.5 Summer Marking

- i) The Athletics season commences during April and extends to the end of July.
- ii) Prior to the start of the Spring Term, set out all Athletics Tracks and facilities in accordance with the sport's governing bodies' requirements and as agreed with School staff.
- iii) Before any marking or remarking is undertaken the contractor shall ensure that the surface to be marked is free of all dust, litter, grass, leaves and debris. Mowing must be programmed to precede line marking.
- iv) No herbicide shall be used in line marking operations unless specifically requested by the Trust Estates Manager.
- v) All lines to be marked using equipment that produces straight even width lines of equal pigmentation using an approved non toxic white lining compound. At all times marked lines must be 50mm wide and clearly visible from a distance of 30m. Ensure all markings are accurate, with true angles and curves.
- vi) The Contractor shall overmark facilities as often as required between April and July inclusive to ensure that all lines are maintained throughout the season at 50mm wide and are constantly clearly visible from 30m.
- v) No pitch markings will be burnt in using any other materials except for branded marking compounds.

13.6 Throwing Events

- i) The specification for the marking of throwing events is the same as that for Athletic Tracks.
- ii) Once during April, May, June and July, edge up and cut back all grass around all hard surfaced throwing circles.

13.7 Cricket Wickets

- i) On one occasion during April, May, June and July the Contractor shall sweep, gather up and dispose of loose material and debris and roll the matting end to end with an approved (no more than 500kg) roller or heavy cylinder mower. This work should be programmed to ensure optimum results, bearing in mind prevailing weather and ground conditions.

- ii) During April to July inclusive, mow a 3m wide band around the wicket and box off with an approved mower as often as necessary to ensure the grass does not exceed 25mm.
- iii) Once during April, renew markings on cricket wicket in accordance with the sports governing bodies requirements using an approved non-toxic white lining compound. Lines to be between 12.5mm and 18mm wide and clearly visible from a distance of 22m. No pitch markings will be burnt in using any other materials except for branded marking compounds.
- iv) Overmark boundary line as often as required to ensure that the line is maintained throughout the season at 12.5mm-18mm wide and is clearly discernible at a distance of 22m.
- v) The Contractor shall report any damage or wear to the Trust Estates Manager.
- vi) During April to July inclusive carryout repairs to the wicket end as often as required to prevent damage.

13.8 Cricket Practice Nets

- i) Erect cricket nets on fixed frame during April to be agreed with School and dismantled at the end of period July.
- ii) Check all posts, frames and nets for safety and adjust, reporting any damages to the Trust Estates Manager and the site representative.
- iv) Once during each of the following April, May, July and July trim back grass around the base of cricket nets using long handled shears or approved mechanical equivalent.
- v) Lay portable mats as directed by Trust Estates Manager and store at the end of the season.

13.9 Jumping Pits

- ii) During April, dig out discoloured or polluted sand. Where pits are situated in grass, redefine the edge of the pit using a half moon tool or approved equivalent and remove arisings. Fork to depth of 350mm to loosen sand and remove all weeds and debris, remove all arisings to Contractor's own tip. Provide clean, non-staining wind-blown sand to make level with perimeter edging.
- ii) Lift and clean area around take off board and repaint annually. Any decaying or damaged timber edging should be reported in writing to the Trust Estates Manager.
- iii) Once per month during, April, May, June and July, at equidistant periods, return all spilled sand back into the pit. Fork to full depth to loosen sand and remove rubbish, weeds and debris on each occasion.

13.10 Scarify Sports Fields

- i) Using approved tractor mounted machinery or pedestrian equivalent, scarify to prevent build-up of dead grass, thatching, weed and moss infestation.

Scarification shall be undertaken in two passes at 90 degrees of each other. The raking depth shall not exceed 3mm and arisings shall be removed by the Contractor.

13.11 Spiking of Sports Fields

- i) Using approved machinery, aerate sports field areas by making two passes at right angles to each other across the whole of the agreed area travelling at the manufacturer's recommended speed, to a depth of 100mm.
- ii) Where hollow tines are used, cores shall be immediately collected and disposed of by the contractor

13.12 Harrowing of Sports Fields

- i) Using a tractor drawn flexible chain harrow, make two passes at right angles to each other across the whole of the agreed area and travelling at the manufacturer's recommended speed.

14. Snow / Ice Clearance

- 14.1 Each school requires a professionally managed snow and ice clearance service to the premises. Where snow or heavy frost is forecast, the Contractor shall take reasonable preventative measures to maintain safe surfaces for pedestrian and vehicle users. All drives and car parks on each site shall be free of snow and ice and kept in an anti-slip condition. Particular care shall be taken during snow clearance not to damage the School property.

15. Woodland Area

- 15.1 The natural growth of the woodland area is to be encouraged and grounds maintenance services to this area are therefore limited.

Grounds Maintenance Specification

Annex A

Map of Site(s)

https://www.pontefractacademiestrust.org.uk/?page_id=2490

Annex B

Sports Markings

The King's School

- 3 x Ruby Pitches
- 2 x Hockey/Football pitches
- Cricket
- 400M Running Track
- 2 x Rounder's pitch

Carleton High School

- 2 x Ruby Pitches
- 2 x Football
- 2 x Training Grids with 10 boxes each (10m x 10m) for rugby
- Cricket
- 400M Running Track
- x Rounder's pitch
- 1 x Softball
- 1 x Shot Putt
- 1 x Javelin
- 1 x Discuss

Carleton Park J&I School

- 9 A Side Football pitch
- Sports Day Marking – 60m sprint track

Larks Hill J&I School

- 9 A Side Football pitch
- Rounder's
- Sports day marking – 200m oval running track
- Javelin

The Rookeries JI&N School

- 9 A Side Football pitch
- Sports day marking – 200m oval running track

De Lacy Primary School

- Sports Day Marking – 60m sprint track

Orchard Head JI&N School

- 9 A Side Football pitch
- Sports Day marking – 200 m oval running track

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Halfpenny lane JI&N School

- 2 x 9 A Side Football pitches
- Sports day marking 200m oval running track

4 Costs

- 4.1** Please give a detailed breakdown of costs (excluding VAT) on the document attached in paragraph 4.2 below.



Pricing
Schedule.xlsx

4.2

- 4.3** The successful tenderer should provide details of discounts for prompt payment.

5 VAT

- 5.1** Please state clearly when submitting prices whether or not VAT will be charged.
- 5.2** Where the contract price agreed between the Trust and contractor is inclusive of any VAT, further amounts will not be paid by the Trust should a vatable supply claim be made at any later stage.
- 5.3** Where the overall contract price is exclusive of VAT, the Trust will pay any VAT incurred at the prevailing rate (currently 20%). If the VAT rate changes the Trust will pay any VAT incurred at the new rate.
- 5.4** It is the responsibility of tenderers to check the VAT position with HMRC before submitting a bid.

DECLARATIONS AND INFORMATION TO BE PROVIDED BY THE TENDERER

Declarations

- 1 (Name of tenderer) declares that we accept the Trust's standard terms and conditions included at Document 3 as the basis of the contract; and
- 2 declare that we have not communicated to any other party the amount or approximate amount of the tender price other than in confidence and for the express purpose of obtaining insurances or a bond in connection with this tender. The tender price has not been fixed nor adjusted in collusion with any third party, and
- 3 declare that the tender will remain valid until *(insert a date)* and that we are not entitled to claim from the Trust any costs or expenses incurred in preparing the tender or subsequent negotiations whether or not the tender is successful.

signed on behalf of the Tenderer

Undertaking

The Trust requires all tenderers to make full and frank disclosure to the Trust in the form of a signed undertaking in respect of any or all of the following:

- a) any state of bankruptcy, insolvency, compulsory winding up, administration, receivership composition with creditors or any analogous state of relevant proceedings;
- b) any convictions for a criminal offence committed by the tenderer (or being a company, by its officers or any representative of the company);
- c) any acts of grave misconduct committed by the tenderer (or being a company, by its officers or any representative of the company) in the course of their business or profession/the company's business;
- d) any failure by the tenderer (or being a company, by its officers or any representative of the company) to fulfil their obligations relating to payment of Social Security contributions; and
- e) any failure by the tenderer (or being a company, by its officers or any representative of the company) to fulfil their obligations relating to payment of taxes.

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Attachment 1

Terms and Conditions

CONTRACT FOR GROUNDS MAINTENANCE

THIS CONTRACT IS DATED ..****Insert Date, in manuscript, the Trust Signed the Contract Here****

Parties

- 1) **Pontefract Academies Trust("the Trust"); and**
- 2) ******enter company name and registered number**** whose registered office is at ****enter the full address**** ("the Contractor")**

Recitals

The Contractor has agreed to provide condition surveys in accordance with their detailed specification and on the terms and conditions set out in this Contract.

The Trust's reference number for this Contract is PAT2019_10.

1 Interpretation

1.1 In this Contract the following words shall mean:-

"the Services"	the services to be performed by the Contractor as described in Schedule 1;
"the Contract Manager"	Ian Corbett, Trust Estates Manager, Pontefract Academies Trust
"the Contractors Contract Manager"	<i>*** name of the Contractors Contract Manager***</i>
"Confidential Information"	means all information which has been designated as confidential by either party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including but not limited to information which relates to the business, affairs, properties, assets, trading practices, services, developments, trade secrets, Intellectual Property Rights, know-how, personnel, customers and suppliers of either party and commercially sensitive information which may be regarded as the confidential information of the disclosing party.
"Contracting Department"	any contracting Department as defined in Regulation 5(2) of the Public Contracts (Works, Services and Supply) (Amendment) Regulations 2000 other than

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	the Trust;
"Contractor Personnel"	all employees, agents, consultants and contractors of the Contractor and/or of any Sub-contractor;
"Trust's Confidential Information"	all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel, and suppliers of the Trust, including all IPRs, together with all information derived from any of the above, and any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered to be confidential;
"Environmental Information Regulations"	the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issues by the Information Commissioner or relevant Government Department in relation to such regulations;
"FOIA"	the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such legislation;
"Her Majesty's Government"	means the duly elected Government for the time being during the reign of Her Majesty and/or any department, committee, office, servant or officer of such Government
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000;
"Personal Data"	shall have the same meaning as set out in the Data Protection Act 2018;
"Property"	means the property, other than real property, issued or made available to the Contractor by the Trust in connection with the Contract.
"Request for Information"	a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations;
"Working Day"	any day other than a Saturday, Sunday or public holiday in England and Wales.
1.2	References to "Contract" mean this contract (and include the Schedules). References to "Clauses" and "Schedules" mean clauses of and schedules to this Contract. The provisions of the Schedules shall be binding on the parties as if set out in full in this Contract.
1.3	Reference to the singular include the plural and vice versa and references to any

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gender include both genders. References to a person include any individual, firm, unincorporated association or body corporate.

2 Commencement and Continuation

The Contractor shall commence the Services on ***enter start date*** and, subject to Clause 10.1 shall complete the Services on or before ***enter end date***

****Add the following line if the contract will be signed late after the start date of the contract**** _

This Contract shall be deemed to have been effective from ***enter same start date as above***.

3 Contractor's Obligations

- 3.1 The Contractor shall promptly and efficiently complete the Services in accordance with the provisions set out in Schedule 1.
- 3.2 The Contractor shall comply with the accounting and information provisions of Schedule 2.
- 3.3 The Contractor shall comply with all statutory provisions including all prior and subsequent enactments, amendments and substitutions relating to that provision and to any regulations made under it.

4 Trust's Obligations

The Trust will comply with the payment provisions of Schedule 2 provided that the Trust has received full and accurate information and documentation as required by Schedule 2 to be submitted by the Contractor for work completed to the satisfaction of the Trust.

5 Changes to the Trust's Requirements

- 5.1 The Trust shall notify the Contractor of any material change to the Trust's requirement under this Contract.
- 5.2 The Contractor shall use its best endeavours to accommodate any changes to the needs and requirements of the Trust provided that it shall be entitled to payment for any additional costs it incurs as a result of any such changes. The amount of such additional costs to be agreed between the parties in writing.

6 Management

- 6.1 The Contractor shall promptly comply with all reasonable requests or directions of the Contract Manager in respect of the Services.
- 6.2 The Contractor shall address any enquiries about procedural or contractual matters in writing to the Contract Manager. Any correspondence relating to this Contract shall quote the reference number set out in the Recitals to this Contract.

7 Contractor's Employees and Sub-Contractors

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- 7.1** Where the Contractor enters into a sub-contract with a supplier or contractor for the purpose of performing its obligations under the Contract, it shall ensure that a provision is included in such a sub-contract which requires payment to be made of all sums due by the Contractor to the sub-contractor within a specified period not exceeding 30 days from the receipt of a valid invoice.
- 7.2** The Contractor shall take all reasonable steps to satisfy itself that its employees or sub-contractors (or their employees) are suitable in all respects to perform the Services. This includes suitability to undertake regular works in schools through undertaking Disclosure and Barring Service (DBS) checks and providing the Trust with this information.
- 7.3** The Contractor shall immediately notify the Trust if they have any concerns regarding the propriety of any of its sub-contractors in respect of work/services rendered in connection with this Contract.
- 7.4** The Contractor, its employees and sub-contractors (or their employees), whilst on Trust premises, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time.
- 7.5** The Contractor shall ensure the security of all the Property whilst in its possession, during the supply of the Services, in accordance with the Trust's reasonable security requirements as required from time to time.

8 Copyright

Copyright in all reports and other documents and materials arising out of the performance by the Contractor of their duties under this Contract are to be assigned to and shall vest in the Trust absolutely. This condition shall apply during the continuance of this Contract and after its termination howsoever arising.

9 Warranty and Indemnity

- 9.1** The Contractor warrants to the Trust that the obligations of the Contractor under this Contract will be performed by appropriately qualified and trained personnel with reasonable skill, care and diligence and to such high standards of quality as it is reasonable for the Trust to expect in all the circumstances. The Trust will be relying upon the Contractor's skill, expertise and experience in the performance of the Services and also upon the accuracy of all representations or statements made and the advice given by the Contractor in connection with the performance of the Services and the accuracy of any documents conceived, originated, made or developed by the Contractor as part of this Contract. The Contractor warrants that any goods supplied by the Contractor forming a part of the Services will be of satisfactory quality and fit for their purpose and will be free from defects in design, material and workmanship.
- 9.2** Without prejudice to any other remedy, if any part of the Services is not performed in accordance with this Contract then the Trust shall be entitled, where appropriate to:
- 9.2.1** require the Contractor promptly to re-perform or replace the relevant part of the Services without additional charge to the Trust; or
- 9.2.2** assess the cost of remedying the failure ("the assessed cost") and to deduct from any sums due to the Contractor the Assessed Cost for the period that such failure continues.

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- 9.3** The Contractor shall be liable for and shall indemnify the Trust in full against any expense, liability, loss, claim or proceedings arising under statute or at common law in respect of personal injury to or death of any person whomsoever or loss of or damage to property whether belonging to the Trust or otherwise arising out of or in the course of or caused by the provision of the Services.
- 9.4** The Contractor shall be liable for and shall indemnify the Trust against any expense, liability, loss, claim or proceedings arising as a result of or in connection with any breach of the terms of this Contract or otherwise through the default of the Contractor
- 9.5** All property of the Contractor whilst on the Trust's premises shall be there at the risk of the Contractor and the Trust shall accept no liability for any loss or damage howsoever occurring to it.
- 9.6** The Contractor shall ensure that it has adequate insurance cover with an insurer of good repute to cover claims under this Contract or any other claims or demands which may be brought or made against it by any person suffering any injury damage or loss in connection with this Contract. The Contractor shall upon request produce to the Trust, it's policy or policies of insurance, together with the receipt for the payment of the last premium in respect of each policy or produce documentary evidence that the policy or policies are properly maintained.

10 Termination

- 10.1** This Contract may be terminated by either party giving to the other party at least 3 months' notice in writing.
- 10.2** In the event of any breach of this Contract by either party, the other party may serve a notice on the party in breach requiring the breach to be remedied within a period specified in the notice which shall be reasonable in all the circumstances. If the breach has not been remedied by the expiry of the specified period, the party not in breach may terminate this Contract with immediate effect by notice in writing.
- 10.3** In the event of a material breach of this Contract by either party, the other party may terminate this Contract with immediate effect by notice in writing.
- 10.4** This Contract may be terminated by the Trust with immediate effect by notice in writing if at any time: -
- 10.4.1** the Contractor passes a resolution that it be wound-up or that an application be made for an administration order or the Contractor applies to enter into a voluntary arrangement with its creditors; or
- 10.4.2** a receiver, liquidator, administrator, supervisor or administrative receiver be appointed in respect of the Contractor's property, assets or any part thereof; or
- 10.4.3** the court orders that the Contractor be wound-up or a receiver of all or any part of the Contractor's assets be appointed; or
- 10.4.4** the Contractor is unable to pay its debts in accordance with Section 123 of the Insolvency Act 1986.
- 10.4.5** there is a change in the legal or beneficial ownership of 50% or more of the Contractor's share capital issued at the date of this Contract or there is a change

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in the control of the Contractor, unless the Contractor has previously notified the Trust in writing. For the purpose of this Sub-Clause 10.4.5 "control" means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person by means of the holding of shares or the possession of voting power.

- 10.4.6** the Contractor is convicted (or being a company, any officers or representatives of the Contractor are convicted) of a criminal offence related to the business or professional conduct
 - 10.4.7** the Contractor commits (or being a company, any officers or representatives of the Contractor commit) an act of grave misconduct in the course of the business;
 - 10.4.8** the Contractor fails (or being a company, any officers or representatives of the Contractor fail) to fulfil his/their obligations relating to the payment of Social Security contributions;
 - 10.4.9** the Contractor fails (or being a company, any officers or representatives of the Contractor fail) to fulfil his/their obligations relating to payment of taxes;
 - 10.4.10** the Contractor fails (or being a company, any officers or representatives of the Contractor fail) to disclose any serious misrepresentation in supplying information required by the Trust in or pursuant to this Contract.
- 10.5** Nothing in this Clause 10 shall affect the coming into, or continuance in force of any provision of this Contract which is expressly or by implication intended to come into force or continue in force upon termination of this Contract.

11 Status of Contractor

- 11.1** In carrying out its obligations under this Contract the Contractor agrees that it will be acting as principal and not as the agent of the Trust.
- 11.2** The Contractor shall not say or do anything that may lead any other person to believe that the Contractor is acting as the agent of the Trust.

12 Confidentiality

- 12.1** Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Contract, each party shall:
 - 12.1.1** treat the other party's Confidential Information as confidential and safeguard it accordingly; and
 - 12.1.2** not disclose the other party's Confidential Information to any other person without the owner's prior written consent.
- 12.2** Clause 12 shall not apply to the extent that:
 - 12.2.1** such disclosure is a requirement of Law placed upon the party making the disclosure, including any requirements for disclosure under the FOIA or the Environmental Information Regulations pursuant to Clause 13 (Freedom of Information);
 - 12.2.2** such information was in the possession of the party making the disclosure without

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obligation of confidentiality prior to its disclosure by the information owner;

12.2.3 such information was obtained from a third party without obligation of confidentiality;

12.2.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract; or

12.2.5 it is independently developed without access to the other party's Confidential Information.

12.3 The Contractor may only disclose the Trust's Confidential Information to the Contractor Personnel who are directly involved in the provision of the Project 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.

12.4 The Contractor shall not, and shall procure that the Contractor Personnel do not, use any of the Trust's Confidential Information received otherwise than for the purposes of this Contract.

12.5 The Contractor shall ensure that their employees, servants or such professional advisors or consultants are aware of the Contractor's obligations under this Contract.

12.6 Nothing in this Contract shall prevent the Trust from disclosing the Contractor's Confidential Information:

12.6.1 for the purpose of the examination and certification of the Trust's accounts; or

12.6.2 for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Trust has used its resources.

12.7 The Trust shall use all reasonable endeavours to ensure that any employee, third party or Sub-contractor to whom the Contractor's Confidential Information is disclosed pursuant to clause 12 is made aware of the Trust's obligations of confidentiality.

12.8 Nothing in this clause 12 shall prevent either party from using any techniques, ideas or know-how gained during the performance of the Contract in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of Intellectual Property Rights.

13 Freedom of Information

13.1 The Contractor acknowledges that the Trust is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Trust to enable the Trust to comply with its information disclosure obligations.

13.2 The Contractor shall and shall procure that its Sub-contractors shall:

13.2.1 transfer to the Trust 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;

13.2.2 provide the Trust with a copy of all Information in its possession, or power in the

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form that the Trust requires within five Working Days (or such other period as the Trust may specify) of the Trust's request; and

13.2.3 provide all necessary assistance as reasonably requested by the Trust to enable the Trust 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.

13.3 The Trust shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Contract or any other agreement whether any Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations.

13.4 In no event shall the Contractor respond directly to a Request for Information unless expressly authorised to do so by the Trust.

13.5 The Contractor acknowledges that (notwithstanding the provisions of Clause 13) the Trust 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 Project:

13.5.1 in certain circumstances without consulting the Contractor; or

13.5.2 following consultation with the Contractor and having taken their views into account;

provided always that where 13.5.1 applies the Trust 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.

13.6 The Contractor shall ensure that all Information is retained for disclosure and shall permit the Trust to inspect such records as requested from time to time.

14 Access and Information

The Contractor shall provide access at all reasonable times to the Trust's internal auditors or other duly authorised staff or agents to inspect such documents as the Trust considers necessary in connection with this Contract and where appropriate speak to the Contractors employees.

15 Transfer of Responsibility on Expiry or Termination

15.1 The Contractor shall, at no cost to the Trust, promptly provide such assistance and comply with such timetable as the Trust may reasonably require for the purpose of ensuring an orderly transfer of responsibility upon the expiry or other termination of this Contract. The Trust shall be entitled to require the provision of such assistance both prior to and, for a reasonable period of time after the expiry or other termination of this Contract.

15.2 Such assistance may include (without limitation) the delivery of documents and data in the possession or control of the Contractor which relate to this Contract, including the documents and data, if any, referred to in the Schedule.

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- 15.3** The Contractor undertakes that it shall not knowingly do or omit to do anything which may adversely affect the ability of the Trust to ensure an orderly transfer of responsibility.

16 **Amendment and variation**

No amendment or variation to this Contract shall be effective unless it is in writing and signed by or on behalf of each of the parties hereto. The Contractor shall comply with any formal procedures for amending or varying contracts which the Trust may have in place from time to time.

17 **Assignment and Sub-contracting**

The benefit and burden of this Contract may not be assigned or sub-contracted in whole or in part by the Contractor without the prior written consent of the Trust. Such consent may be given subject to any conditions which the Trust considers necessary. The Trust may withdraw its consent to any sub-contractor where it no longer has reasonable grounds to approve of the sub-contractor or the sub-contracting arrangement and where these grounds have been presented in writing to the Contractor.

18 **The Contract (Rights of Third Parties) Act 1999**

This Contract is not intended to create any benefit, claim or rights of any kind whatsoever enforceable by any person not a party to the Contract.

19 **Waiver**

No delay by or omission by either Party in exercising any right, power, privilege or remedy under this Contract shall operate to impair such right, power, privilege or remedy or be construed as a waiver thereof. Any single or partial exercise of any such right, power, privilege or remedy shall not preclude any other or further exercise thereof or the exercise of any other right, power, privilege or remedy.

20 **Notices**

Any notices to be given under this Contract shall be delivered personally or sent by post or by facsimile transmission to the Contract Manager (in the case of the Trust) or to the address set out in this Contract (in the case of the Contractor). Any such notice shall be deemed to be served, if delivered personally, at the time of delivery, if sent by post, 48 hours after posting or, if sent by facsimile transmission, 12 hours after proper transmission.

21 **Dispute resolution**

- 21.1** The Parties shall use all reasonable endeavours to negotiate in good faith and settle amicably any dispute that arises during the continuance of this Contract.

- 21.2** Any dispute not capable of resolution by the parties in accordance with the terms of Clause 21 shall be settled as far as possible by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure.

- 21.3** No party may commence any court proceedings/arbitration in relation to any dispute arising out of this Contract until they have attempted to settle it by mediation, but any such mediation may be terminated by either party at any time of such party wishing to

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commence court proceedings/arbitration.

22 Discrimination

22.1 The Contractor shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation or otherwise) in employment.

22.2 The Contractor shall take all reasonable steps to secure the observance of Clause 22.1 by all servants, employees or agents of the Contractor and all suppliers and sub-contractors employed in the execution of the Contract.

23 Law and Jurisdiction

This Contract shall be governed by and interpreted in accordance with English Law and the parties submit to the jurisdiction of the English courts.

As witness the hands of the parties

Authorised to sign for and on
behalf of the Trust

Authorised to sign for and on
behalf of the Contractor

Signature

Signature

Name in CAPITALS

Name in CAPITALS

Position in Organisation

Position in Organisation

Address in full

Address in full

Date

Date

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Schedule 1 Eligible expenditure see example below

1 Table

Task	Cost	Total	Invoice date
Grounds Maintenance – School-Month			
Grand Total (excluding VAT)			.

***'VAT will be payable at the prevailing rate'

- 2** The Contractor shall maintain full and accurate accounts for the Service against the expenditure headings in the Table. Such accounts shall be retained for at least 6 years after the end of the financial year in which the last payment was made under this Contract. Input and output VAT shall be included as separate items in such accounts.
- 3** The Contractor shall permit duly authorised staff or agents of the Trust or the National Audit Office to examine the accounts at any reasonable time and shall furnish oral or written explanations of the account if required. The Trust reserves the right to have such staff or agents carry out examinations into the economy, efficiency and effectiveness with which the Contractor has used the Trust's resources in the performance of this Contract.
- 4** One invoice shall be prepared by the Contractor on completion of the Service and shall be detailed against the expenditure headings set out in the Table. The Contractor or his or her nominated representative or accountant shall certify on the invoice that the amounts claimed were expended wholly and necessarily by the Contractor on the Service in accordance with the Contract and that the invoice does not include any costs being claimed from any other body or individual or from the Trust within the terms of another contract.
- 5** The invoice shall be sent, within 30 days of the end of the Contract to finance@patrust.org.uk, quoting the Contract reference number/order number which will be provided by the Trust. The Trust undertakes to pay correctly submitted invoices within 30 days of receipt. The Trust shall not be responsible for any delay in payment caused by an incomplete or illegible invoice.
- 6** The Contractor shall have regard to the need for economy in all expenditure. Where any expenditure in an invoice, in the Trust's reasonable opinion, is excessive having due regard to the purpose for which it was incurred, the Trust shall only be liable to reimburse so much (if any) of the expenditure disallowed as, in the Trust's reasonable opinion after consultation with the Contractor, would reasonably have been required for that purpose.
- 7** If this Contract is terminated by the Trust due to the Contractors insolvency or default at any time before completion of the Service, the Trust shall only be liable under paragraph 1 to reimburse eligible payments made by, or due to, the Contractor before the date of termination.
- 8** The Trust shall not be obliged to pay the invoice until the Contractor has carried out all the elements of the Service specified as in Schedule 1.

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- 9** It shall be the responsibility of the Contractor to ensure that the invoice covers all outstanding expenditure for which reimbursement may be claimed. On payment of the invoice by the Trust all amounts due to be reimbursed under this Contract shall be deemed to have been paid and the Trust shall have no further liability to make reimbursement of any kind.

End of Schedule 1

Example scoring system for Award Stage

Attachment 2

Evaluation scoring matrix

The following is an example of the type of scoring matrix that could be used for bids in the Award Stage.

0-5 scoring system:

Assessment	Score	Summary	Interpretation
Excellent	5	Very strong evidence of appropriate knowledge, skills or experience.	As well as addressing all, or the vast majority of, bullet points under each criteria heading, it will demonstrate a deep understanding of the project. All solutions offered are linked directly to project requirements and show how they will be delivered and the impact that they will have on other areas/stakeholders.
Good	4	Sufficient evidence provided of appropriate knowledge, skills or experience. Have confidence in their ability to deliver the required service	Will reflect that bidders will have addressed, in some detail, all or the majority of the bullet points listed under each criteria heading. Evidence will have been provided to show not only what will be provided but will give some detail of how this will be achieved. Bidders should make clear how their proposals relate directly to the aims of the project and be specific, rather than general, in the way proposed solutions will deliver the desired outcomes
Acceptable	3	Reasonable evidence of appropriate knowledge, skills or experience. Meets requirements in many areas but not all.	Will again address the majority of the bullet points under each criteria heading but will lack some clarity or detail in how the proposed solutions will be achieved. Evidence provided, while giving generic or general statements, is not specifically directed toward the aims/objectives of this project. Any significant omission of key information as identified under each criteria heading will point towards a score of 3.
Minor Reservation	2	Some evidence of appropriate knowledge, skills or experience. Meets requirements in some areas but with important omissions	Will reflect that the bidder has not provided evidence to suggest how they will address a number of bullet points under the evaluation criteria heading. Tenders will in parts be sketchy with little or no detail given of how they will meet project requirements. Evidence provided is considered weak or inappropriate and is unclear on how this relates to desired outcomes.
Serious Reservations	1	Very little evidence of appropriate knowledge skills or experience	Will reflect that there are major weaknesses or gaps in the information provided. The bidder displays poor understanding and there are major doubts about fitness for purpose.
Unacceptable	0	No evidence/response	Will result if no response is given and/or if the response is not acceptable and/or does not cover the required criteria.

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Example scoring and weighting grid

Your capability to perform the contract will be evaluated using the criteria set out below and the scoring matrix above. The highest scoring bid will be consider the most economically advantageous tender and the successful bidder (subject to the standstill period).

Scoring Grid example

	Assessment Criteria (should clearly state expected outcomes in each heading)	Weighting	Assessment Score (0-5)	Total score
Ref	Requirements met	30		
	Specification requirements met			
Ref	References	5		
	Two positive references from educational establishments where grounds maintenance contracts have been delivered			
Ref	Price and Costs	65		
	Price excluding VAT per pricing schedule			
	TOTAL	100		