**REQUEST FOR QUOTATION FOR WILTSHIRE COUNCIL**

**URN Ref: AL1908**

**Title of Requirement:**

**melksham community campus soft landscaping maintenance**

**Submission Deadline: 12pm, 10th April 2024**

Project ref: AL1908

2024

**Request for Quotation for the provision of Soft Landscaping Maintenance at Melksham Community Campus**

Please find set out in this Request for Quotation (RfQ) document the specification and additional information enabling you to quote for the above opportunity.

This document contains the following sections:

**Part A** Instructions to Bidder

**Part B** General Information

**Part C** Quote Evaluation

**Part D** Background Information

**Part E** Service Specification

**Part F** Declarations

**Annex 1** Quote Evaluation Criteria

**Annex 2** Draft Contract

**Annex 3** Pricing Schedule

**Annex 4** Landscape Management Plan

**Annex 5** Landscape Maps

Those proposing to submit a quote are advised to read this document and all associated documentation very carefully to ensure they are fully aware of the nature and extent of the obligations to be accepted by them if awarded a contract.

Quotes must be submitted in accordance with the instructions given in this RfQ and no later than the deadline stated within this document.

All expressions of interest, quote submissions and enquiries regarding any aspect of this document or RfQ process in general must be directed through the e-procurement system.

# Instructions to Bidder

* 1. Procurement Process
     1. Wiltshire Council, ‘the Council’, is conducting the procurement using a Request for Quote process.
     2. Bidders that have received this document are those that have been invited to submit a quote for this opportunity. Such an organisation (whether a single organisation or a consortium) is referred to in this document as a ‘Bidder’.
     3. This process is a competitive procurement, and Bidders will be formally evaluated to determine a successful Bidder.
  2. Quote Timetable
     1. A timetable for the RfQ process is given below. Bidders should be aware that the dates are subject to change.

| **No.** | **Stage** | **Dates** |
| --- | --- | --- |
| **1** | Request for Quotation (RfQ) released to Bidders | 8th March 2024 |
| **2** | Site Visit | 14:00,  28 March 2024 |
| **3** | Bidder clarification deadline | 12 noon,  3April 2024 |
| **4** | RfQ submission closing date | 12 noon,  10 April 2024 |
| **5** | RfQ evaluation process | 15 – 19 April 2024 |
| **6** | Award decision announced | 22 April 2024 |
| **7** | Contract commencement date | 1 May 2024 |

* 1. Award Criteria
     1. Contracts will be awarded on the basis of most economically advantageous quote, as further defined in **Part C** of this RfQ.
     2. The evaluation process will be based on Bidder responses to the evaluation criteria described in **Annex 1** and in line with the evaluation methodology described in **Part C**.
  2. Contract Form and Term
     1. The draft Contract that the Council will use for contracting can be found at Annex 2.
     2. By submitting a quote, Bidders are agreeing to be bound by the terms of this RfQ and the Contract without further negotiation or amendment. Quotes must be submitted for this requirement based upon the terms and conditions of this RfQ and upon the terms of the Contract.
     3. The Contract will be for an initial term of 4 years 6 months until 31 October 2028, with an option to extend for any period up to a further 3 years, as defined andat the sole discretion of the Council. The Contract is scheduled to commence on 1 May 2024.
  3. Budget
     1. The Council has a budget of £40,000, exclusive of VAT for the initial term.
  4. Quote Prices
     1. Prices must be quoted in pounds sterling.
     2. Quotes must be submitted exclusive of Value Added Tax (VAT).
  5. Procurement Lead
     1. The procurement lead for this programme is:

Courtney Brock, Procurement Specialist

* 1. Communications
     1. The Council Procurement Team is the single point of contact for the procurement.
     2. All contact relating to this procurement must be undertaken through the e-procurement system. Any direct contact made with any member of the project team in relation to this procurement will be re-directed through the e-procurement system, and may jeopardise the continuing participation of the Bidder in the process.
  2. **Site Visit**
     1. There will be the opportunity to attend a site visit with Chris Enderby, from Enderby Associates who developed the Management Plan at 14:00 on Thursday 28 March. This will be the only availability for a site visit, and will be open to all interested suppliers at the same time, to ensure openness and transparency and that no one supplier gains an advantage from this visit that another might not have.
     2. If you wish to attend this site visit, please confirm your attendance to Dan Spencer, Melksham Community Campus Manager by 12 noon on Monday 25 March 2024.
  3. Bidder Clarifications
     1. Where Bidders require further information on details within this or other quote documentation, they must submit clarification questions to the procurement lead via the e-procurement system, and by the deadline date as shown in the timetable. Clarification questions received by any other means will not be answered.
     2. Responses to clarification questions will be anonymised and sent out to all other Bidders in line with the timeline at **A.2**.
  4. Council Clarifications
     1. The Council reserves the right to require Bidders to clarify their quote submissions.
     2. Where a clarification is provided by the Bidder, this will be taken into account for the purpose of evaluation.
  5. Quote Return Instructions
     1. Quote submissions must be received no later than the time and date specified within the timetable **(section A2)**. Quote submissions must be received via the e-procurement system.
     2. All documents submitted should be clearly and logically named, including the Bidder’s name and the question number to which that electronic file relates.
     3. Supporting documentation, appropriately cross-referenced, may also be submitted in support of the answers. Generic and promotional material should not be included, and will be ignored for the purpose of evaluation.
     4. Where a question has a stated word limit, any words submitted over and above the stated word limit for that response will be ignored for the purpose of evaluation.
     5. Diagrams and charts will not count towards any stated word counts, although should only be included where specifically relevant to the question, and must be within specified limits e.g. one A4 sheet.
  6. Language
     1. All quotes must be completed in English.
  7. Form of Bid
     1. The Bidder is required to complete all declarations contained at **Part F**. Failure to complete this may result in your quote being deemed non-compliant and not being evaluated.
  8. Signatures
     1. All documents requiring a signature must be signed by a duly authorised person.
  9. Contract Award
     1. If and when a contract award decision is reached, Bidders will be notified of that decision. Award decisions are not binding on the Commissioner and an award decision alone will not constitute any form of contract.
  10. **Council Rights**
      1. Without any liability to Bidders, the Council reserves the right to:
* Disqualify any quote that is not compliant with the instructions in this RfQ;
* Not to consider variant quotes;
* Amend the process, contract, specification, procurement timeline or withdraw this RfQ at any point;
* Cancel, withdraw or recommence the process at any stage; or
* Not to award any contract as a result of the process.
  + 1. The Council is not bound to accept the lowest or any quote. Contract award is subject to the formal approval process of the Council. Until all necessary approvals are obtained, no Contract shall be entered into.

# General Information

* 1. Canvassing
     1. If the Bidder or any person employed by the Bidder, whether or not to the Bidder’s knowledge:
        + Offers, gives or agrees to give to any person any gift or consideration of any kind as an inducement or reward for taking or for not taking action in relation to the Contract or any other contract with the Council; and/or
        + Canvasses any of the project team in connection with the project; and/or
        + Contacts any officer of the Council prior to the Contract being awarded about any aspect of the requirement in a manner not permitted by this document (including without limitation a contact for the purposes of discussing the possible transfer to the employment of the Bidder of such officer for the purpose of the project);

The Bidder will be disqualified (without prejudice to any other civil remedies available to the Council and without prejudice to any criminal liability which such conduct by a Bidder may attract).

* 1. **Conflict of Interest**
     1. All conflicts of interest and potential conflicts of interest will be monitored by the Strategic Procurement Hub. Where identified, the Council will take appropriate measures wherever possible to effectively remedy conflicts of interest arising so as to avoid any distortion of competition and to ensure equal treatment of all economic operators.
     2. Bidders are required to complete a conflict of interest declaration as part of their quote **(Part F)**.  Bidders are also under an ongoing obligation to update the Council as soon as possible should any declarations change.
     3. Where a conflict of interest is arising from involvement in the preparation of the quote procedure, a Bidder shall only be excluded from the procedure where there are no other means to ensure compliance with the duty to treat economic operators equally .
     4. Prior to any such exclusion, candidates or Bidders shall be given the opportunity to prove that their involvement in preparing the procurement procedure is not capable of distorting competition.
  2. Confidentiality
     1. Subject to the exceptions referred to below, this RfQ is being made available by the Council to the Bidder on the condition that the information contained within it is used solely in connection with this competitive procurement process and for no other purpose. Bidders must not copy, reproduce, distribute or pass the information to any other person at any time or allow any of these things to happen:
        + Bidders shall not use the information for any purpose other than for the purposes of submitting, or deciding whether to submit, a quote;
        + Bidders shall not discuss information or any aspect of this procurement process in the media nor make any media or publicity statement or comment in relation to it without the express consent of the Council in writing.
     2. Bidders shall treat all information relating to the procurement, the RfQ and their quote as confidential and where the information needs to be copied to parties supporting the Bidder, those parties shall treat it as confidential. Bidders may disclose, distribute or pass information to another person associated with their quote if either:
        + This is done for the sole purpose of enabling a quote to be submitted and the person receiving the information undertakes in writing to the Bidder to keep the information confidential on the same terms as set out in this RfQ; or;
        + The Bidder obtains the prior written consent of the Council in relation to such disclosure, distribution or passing of information.
     3. The Council may disclose detailed information relating to quotes to Council executives, joint commissioners, officers or advisors, stakeholders or any other relevant party.
     4. The Council also reserves the right to disseminate information that is materially relevant to the project to all Bidders, even if the information has only been requested by one Bidder, giving due regard to the confidentiality of the Bidder's quote at the relevant stages of the competition.
  3. Costs
     1. The Council accepts no liability to pay for any work undertaken by any Bidder or other organisation in connection with its quote or participating in this procurement process. All costs, expenses and liabilities incurred by Bidders in connection with the process and due diligence process shall be borne by Bidders.
  4. Freedom of Information Act, Environmental Information Regulations, Transparency Requirements, Debriefing and OJEU Publication
     1. The Council is subject to the requirements of the Freedom of Information Act 2000 (the ‘Act’) and the Environmental Information Regulations 2004 (‘EIR’). Accordingly, all information submitted to it may need to be disclosed by the Council in response to a request under either the Act or the EIR (a ‘Request’).
     2. In making any submission during this procurement process, each Bidder acknowledges and accepts that information contained therein may be disclosed by the Council under the Act or EIR without consulting the Bidder, although the Council will endeavour to consult with the Bidder and consider its views before doing so.
     3. If Bidders consider that any information made available to the Council is commercially sensitive, they should identify it within the relevant section of the form of quote and explain (in broad terms) what harm may result from disclosure, and the time period applicable to that sensitivity. Even where information made available to the Council is marked commercially sensitive, the Council shall be entitled (acting in its sole discretion) to disclose it pursuant to a Request. Please also note that information marked ‘confidential’ or equivalent by Bidders does not bind the Council to any duty of confidence by virtue of that marking.
     4. Exemptions to disclosure pursuant to a Request do exist and the Council reserves the right to determine (acting in its sole discretion) whether there is any available exemption and whether to disclose any information made available to it by Bidders pursuant to any Request. If you are unsure as to the Council’s obligations under the Act or EIR regarding the disclosure of sensitive information please seek independent legal advice.
     5. Where council goods or services are supplied by a third-party contractor, the service information is subject to the Act. The contractor’s organisation as a whole is not subject, only that part which relates to the service provided. Any information submitted to the Council may be considered for disclosure, therefore please ensure that only necessary information is submitted.
     6. The Council publishes all payments over £250 on the council website. This information includes supplier name and payment amount. This information is available on the following link: <http://www.wiltshire.gov.uk/open-data-payments>.
  5. Law
     1. This RfQ, the entire procurement process and any Contract arising from it shall be governed by and construed in accordance with the laws of England and in the event of any dispute relating thereto the parties hereto submit to the jurisdiction of the Courts of England.

# Quote Evaluation

* 1. Evaluation process
     1. This process is based on the closed RFQ procedure. Bidders must pass all “Pass/Fail” questions in the Selection Questionnaire [and any other Yes/No requirements as set out in the RFQ] in order for their quality and financial responses to be evaluated.
     2. Evaluation of quotes will be conducted in the following stages:
        + Quote compliance review (can be in the form of the Supplier Evaluation Questionnaire)
          1. Check for completeness and compliance
        + Qualitative and Financial evaluation of quotes
          1. Individual scoring by panel members
          2. Quote clarifications (if required)
     3. Moderation
     4. Award
  2. Quote Compliance Review
     1. Quotes will first be checked for completeness and compliance with the requirements before quality and financial responses are evaluated. Where in the opinion of the Council a quote is not complete or compliant then it may be deemed non-compliant, and the Bidder disqualified. In this event, further evaluation of the quote will not be undertaken.
     2. The compliance review will also include an assessment of any mandatory “Yes/No” criteria included as part of the RFQ. If any Yes/No criteria are assessed as “Fail” then the Bider will fail the entire RFQ and their financial responses will not be assessed.
  3. Quote Evaluation
     1. Subsequent to the quote compliance review, evaluators will complete an individual evaluation of quotes based on the responses received. Evaluators will be required to provide an explanation in support of each score. No prior information or knowledge of Bidders will be used, unless the information provided by a Bidder is known to be false or inaccurate.
     2. The evaluation methodology provides evaluators with a way of applying a clear rationale to their decision making, and will ensure equality in the treatment of Bidders.
     3. When the independent evaluation process has been completed by all of the evaluators, a moderation process will take place to agree a final moderated score for each question for each Bidder. When the moderation process is complete, a final moderated score will exist for each applicable question. This moderated scoring will have the relevant weighting applied and the total weighted score will be used to determine the successful Bidder.
     4. The quality questions are provided in **Annex 1**.
  4. Financial Evaluation
     1. The financial evaluation will be based on the Bidder’s completed **Annex 3 Pricing Schedule**. The financial evaluation will run alongside the qualitative evaluation.
     2. The Bidder must ensure they have checked their submitted pricing schedule for accuracy, including any formulae, and that there are no errors in calculations.
  5. Scored Pricing Schedule
     1. The pricing schedule score will be determined by assigning full marks (60%) to the lowest cost quote. All other quotes will be assigned marks in direct proportion to the lowest cost quote, using the following formula:

(Lowest cost quote / Quote being evaluated) x 60

Please complete the yellow cells in the pricing schedule (Refer to Annex 3 Pricing Schedule)

* 1. Scoring Matrices
     1. The following scoring matrices will be applied to quote submissions:
     2. **Pass/Fail Questions**

|  |  |
| --- | --- |
| **Assessment** | **Interpretation** |
| Pass | Either confirms compliance with / acceptance of the requirement or provides acceptable and appropriate evidence of capability and capacity |
| Fail | Does not confirm compliance with / acceptance of the requirement, or does not provide acceptable and appropriate evidence of capability and capacity |

* + - * Any quote response that results in an assessment of “Fail” for any “Pass/Fail” question will result in the quote being disqualified.
    1. **Scored Quality Questions**

|  |  |  |
| --- | --- | --- |
| **Mark** | **Classification** | **Description** |
| 0 | Unacceptable | For example:  The question is not answered or the response does not meet the minimum requirement or the point of the question has been completely missed. |
| 1 | Inadequate | For example:  The response exists but fails to meet the minimum requirement / standard and requires major revision to the proposal to make it acceptable. The response only partially answers the requirement with major deficiencies and little relevant detail proposed. The response contains significant shortcomings and / or is inconsistent or in conflict with other proposals. |
| 2 | Weak | For example:  The response only partially satisfies the requirement / standard with deficiencies apparent. Very theoretical and generic. Some useful information is provided but the response falls short of the minimum requirements expected. There is a low probability of success with significant deficiencies but considered correctable. |
| 3 | Satisfactory | For example:  The response is acceptable and meets the minimum requirement but remains basic with little supportive evidence. Response is sufficient but does not inspire or provide evidence to support. |
| 4 | Good | For example:  The response meets the expected requirement / standard and exceeds minimum expectations in all respects, including a level of detail and evidence that add value to the bid. Great probability of success and no significant weakness noted. |
| 5 | Excellent | For example:  The response is comprehensive and useful, which exceeds the specified performance or capability in a beneficial way to the Service Commissioner. High probability of success, no weakness noted. The response is innovative and includes a full description of techniques and measurements to be employed. |

* + 1. Scored questions with a minimum ‘score’ threshold will be scored as per the scoring matrix described at C.6. These questions are clearly identified as part of the evaluation methodology in **Annex 1**. Bidders are expected to achieve a minimum of an ‘Acceptable’ standard on each of these questions, or an equivalent minimum numerical score of 2. The Council reserves the right to reject any bid which does not meet the minimum threshold.
  1. Scoring Weightings
     1. Questions are split into sections with specified weightings, as below:

|  |  |
| --- | --- |
| **Section** | **Section Weighting** |
| Quality | 40% |
| Financial | 60% |
| **Total** | 100% |

* + 1. All questions that are scored using the 0-5 scales have specified weightings. The evaluation criteria including the individual question weightings are provided as **Annex 1**.
    2. Bidders’ scores for each question will be multiplied by the relevant weighting to give a weighted score for that question. The weighted scores will then be added together to give the total weighted score for each Bidder.
  1. Tiebreak Criteria
     1. Where there is a tie in the scoring between Bidders, the highest scoring Bidders for the following criteria will be used to determine the rankings:
        + Tiebreak criteria 1, Question 1
        + Tiebreak criteria 2, Question 2
     2. All Bidders who submit quote responses will receive appropriate feedback from the Council at the conclusion of the process.

# Background Information

* 1. Background Information about the Council
     1. Background information about the Council can be found within:
* Wiltshire Council’s Business Plan 2017–2027 – <http://www.wiltshire.gov.uk/council-democracy-business-plan>
* Wiltshire Council’s Constitution – <http://cms.wiltshire.gov.uk/ecCatDisplay.aspx?sch=doc&cat=13386&path=0>
* Wiltshire Council website – <http://www.wiltshire.gov.uk/>
  1. Wiltshire Council Aspirations
     1. The Council strives to improve the environment and quality of life in Wiltshire and its surroundings.
     2. This includes:
* energy and environmental aspirations; and
* social value; and
* addressing inequalities, including within supply chains, and with regards to the protected characteristics addressed within the Equality Act and in the Modern Slavery Act.
  1. Safeguarding
     1. The Council is committed to safeguarding all children, young people and vulnerable adults. The Council believes that all children, young people and vulnerable adults have an equal right to protection from abuse, regardless of their age, race, religion, ability, gender, language, background or sexual identity and consider the welfare of children, young people and vulnerable adults is paramount.
  2. Armed Forces Covenant
     1. The council is committed to the Armed Forces Covenant and encourages its suppliers to also add their support. Information can be accessed via: <https://www.gov.uk/government/collections/armed-forces-covenant-supporting-information>.
  3. Apprenticeships and Skills
     1. Apprenticeships are key to growing a skilled and competitive workforce that meets the needs of employers and drives business growth. The Council encourages its suppliers to consider apprenticeships where appropriate to the requirement.
  4. Growing the Local Economy
     1. The Council want to continue sustainable growth in local communities, and grow the skills of the local workforce so that the council can continue to attract and retain high value businesses in Wiltshire. The Council actively encourages quotes from small, medium enterprises (SME’s). The Council also encourages consideration by larger companies of opportunities and social value benefits they can offer to the local community.
  5. Melksham Community Campus
     1. Melksham Community Campus was constructed in 2022, at Market Place, Melksham SN12 6ES.
     2. During the construction of Melksham Community Campus a landscaping plan was accepted as part of the Wiltshire Council planning consent in response to Planning Condition 18 of application PL/2021/10087. This plan included trees, hedges, shrubs and border planting as well as some key planting features, such as the raised planter with seating at the entrance to the building.
     3. A Management Plan provided by Enderby Associates, which is provided at Annex 4 provides the basis for the Service Specification and information required to discharge the requirements of Planning Condition 18.

# Service Specification(s)

**General**

* 1. Wiltshire Council requires a supplier to undertake the soft landscaping requirements at Melksham Community Campus, Market Place, Melksham, SN12 6ES.
  2. Effective management of the landscaping will ensure the Council complies with the requirements of Planning Condition 18.
  3. To support the works required the necessary Landscape Maps can be found at Annex 5.

Landscape Proposals

* 1. The landscape strategy that was developed for the site, comprised the following principal elements:
* A row of closely spaced trees, with an upright form, along the southern elevation of the new building to break up the southern building elevation in rear views from the properties at Cedar Gardens (the residents requested that trees were not planted along their boundary) and the existing open space beyond the site boundary to the south east.
* Creation of a habitat area around the southern swale.
* Reinforcement of existing vegetation along the southern site boundary with the adjoining open space to enhance screening of the service yard.
* Partial replacement of the defunct hedgerow at the western end of the site (adjoining the western elevation of the new building) with a native hedgerow.
* Provision of a line of native trees on the west side of the public footpath (MELK20), west of the new building, to assimilate the new building and contribute to the policy ambition to provide tree planting along the southern and eastern sides of the existing playing field.
* Retention of the pond. It does not form part of the site or service requirements.
* Medium level shrub planting on the south western side of the pond, opposite the new library windows, to enhance screening and limit the influence of lighting on the darker western end of the pond.
* Fencing and new planting at the western end of the pond to exclude public access and enhance the more natural character and habitat at this end of the pond.
* Creation of a paved viewing area with seating on the south east edge of the pond, linked to the main building entrance.
* A line of trees within hard landscape opposite the north east side of the new building with trees along the approach road to assist with defining the entrance to the building, extending the parkland character from the existing parkland to the north east, complemented by the retention of the two mature Black pines (tree numbers T37 and T38) on the northern edge of the eastern car park. The ‘island’ would contain a grass depression as part of the surface water drainage strategy (subsequent changes to the drainage strategy meant that the depression is no longer required).
* Replacement of trees removed from within the parkland that are either diseased or need to be removed to accommodate the alterations to the access through the site from Market Place.
* Planting to enhance screening of the northern car park in views from the western end of Place Road.
  1. In addition, the proposals included proposals for the creation of a viewing mound along the southern side of the cricket ground west of the site.

**Maintenance and Management**

* 1. For practical purposes, landscape areas that fall within the application site boundary, but which have either not been subject to alterations, or which only contain limited works, are to be included as part of the maintenance and operations for the site. Specifically, these areas are:
* The area of undisturbed grassland on the former rugby pitch west of the new building (south of the raised bund). These are shown hatched on EML dwg. no. EML PEL 1099 01 Rev. C4.
* Areas of undisturbed grassland within the parkland area that extends either side of the access road from Market Place, including grass areas adjoining Melksham House extending northwards (between the access road to the northern car park and the bowling green).
  1. Management operations over this period will focus upon ensuring that planting becomes fully established. The need for any modifications will need to be kept under periodic review and adjustments made accordingly, with any changes being reported as part of the monitoring regime (as described E.43 and E.44).
  2. Any trees and shrubs that are removed, become diseased or fail within the Management Plan period shall be replaced in the next appropriate planting season with the same species and similar size as adjacent plants, unless otherwise agreed with the planning authority.
  3. All pruning and other debris created by the management works shall be removed from site and disposed of according to the council’s waste policies/requirements.
  4. Watering will be required periodically to trees, shrubs and hedges during the growing season (depending upon prevailing weather conditions) to ensure they establish successfully and flourish within the first 5 years. Watering shall ensure that the full depth of topsoil in planting areas is thoroughly saturated, with trees being watered thoroughly, via the inlets on the installed RootRain watering pipes, until the rooting zone is fully wetted. In periods of drought planting shall be watered at least once per week. The maintenance contractor will be responsible for assessing the watering requirements on a weekly basis (subject to prevailing weather conditions) during the growing season and acting accordingly.
  5. The following provides a summary of the management of the various landscape areas within the site. Further details of the timing of principal operations are set out in E.39 below.

Parkland

* 1. The parkland area that flanks the access road into the site from Market Place accommodates minor changes to the alignment of the access road and the introduction of footpaths. The only landscape works undertaken in the area comprises making good the edges of these elements with soiling and the laying of turf and the inclusion of some tree planting. These areas shall be maintained until fully established and handover, following which the areas shall be incorporated into the maintenance of the parkland. The new trees shall be monitored and watered as required until fully established. Any failures shall be replaced as originally specified.
  2. The small area of shrub planting adjoining the sub-station shall be kept weed free with any plants that fail being replaced by the same species. Shrubs that impede the adjoining footpath shall require occasional pruning.

Northern car park

* 1. All planting between the car park and Place Road shall be maintained in a weed-free condition with taller species encouraged to develop into a screen.
  2. The three trees shall be monitored and watered as required until fully established.
  3. Groundcover planting adjoining the car park will require occasional pruning to avoid infringing the parking areas. As these areas develop, they may be trimmed to form a more formal ‘boxed’ shape.

Soft landscape areas adjoining car parks

* 1. Planting around the periphery of the two car parks shall be maintained to encourage dense, weed-excluding cover. Any pruning shall be undertaken to reflect the nature and form of the species; clipping with hedge-cutters to uniform shapes shall be avoided. Planting adjoining roadways and paths will require occasional pruning to avoid infringing the adjoining areas.
  2. The edges between planting areas and grass area shall be defined by a clean, trimmed grass edge to a consistent flowing alignment.
  3. Grass areas shall be mown regularly with a mulching mower. If grass is too long for mulched arisings to be incorporated into the sward, the arisings shall be removed (‘boxed off’).
  4. Once native planting on the southern boundary has established (after circa 3 years) planting tubes/guards shall be removed.
  5. The existing tall laurel hedge along the northern side of the northern car park shall be pruned as required to prevent encroachment over the edge of the car park. The new section of laurel hedge beyond the north west edge of the northern car park shall be allowed to develop into an informal screen, pruned as necessary to retain an informal shape.
  6. All new trees shall be monitored and watered as required until fully established. Strimmer guards shall be replaced if damaged or have become too small.

Trees in cellular tree pits/building entrance area

* 1. The five trees within the cellular tree pits shall be monitored and watered as required until trees are fully established. Aeration grilles shall be inspected regularly and cleaned of any debris. Any litter/debris should be removed from within the tree grille and guards, and the seating area around the tree near the existing pond. Guards shall be maintained in perpendicular position.
  2. If salt is to be spread on adjoining surfaces it is important that this is kept away from the tree grilles to avoid contamination.
  3. Planting in the linear bed adjoining the north elevation of the building shall be maintained to a regular shape, with the height not to exceed 1.3m.

Infiltration pond

* 1. The wildflower grassland area (EM4 and EM8 seed mixes) within/adjoining the pond shall be cut annually in late August/early September with arisings raked off and removed 7 days after cutting (to allow seed to fall). Mow again in late autumn/winter or early spring if required. Care shall be taken to avoid cutting down the areas of marginal planting. Any pernicious weeds (such as docks) shall be spot treated with appropriate non-residual herbicide to avoid infestation.
  2. The line of new trees shall be monitored and watered as required until fully established. Strimmer guards shall be replaced if damaged or have become too small.
  3. The hawthorn hedge along the northern side of the pond shall be trimmed as necessary as it establishes to form a dense hedge of even proportions. It shall not exceed 1.3m high after cutting and not impinge on the adjoining path. Arisings shall be removed.

West elevation of building

* 1. Grass areas between the building and the public footpath shall be mown regularly with a mulching mower. If grass is too long for mulched arisings to be incorporated into the sward, the arisings shall be removed (‘boxed off’).
  2. The hedges shall be maintained as E.27 above. Any protective fencing within the hedge shall be removed once the hedges are fully established and have formed a barrier.
  3. The new trees west of the building shall be monitored and watered as required until fully established. Strimmer guards shall be replaced if damaged or have become too small.

Former rugby pitch/grass mound

* 1. The grass area west of the building and public footpath (the former rugby pitch) shall be maintained by regular mowing as an area of amenity grassland. This includes areas that were disturbed during the works and made good and seeded (A9 mix), and those areas that remained undisturbed (shown hatched on Landscaping Plan).
  2. The new mound shall also be maintained by regular mowing.
  3. Arisings will not need to be removed from these areas.

Landscape areas adjoining existing pond (within site boundary only)

* 1. The new hedge along the southern and western sides of the pond shall be maintained as E.27 above. Once the hedges are fully established any protective fencing within the hedge shall be removed.
  2. Shrub planting along the southern side of the pond shall be maintained to encourage dense, weed-excluding cover. Any pruning shall be undertaken to reflect the nature and form of the species; clipping with hedge-cutters to uniform shapes shall be avoided. The edge between planting area and grass shall be defined by a clean, trimmed grass edge to a consistent flowing alignment.
  3. The grassland area (EM10F mix) between the new hedge and existing pond shall not be cut and allowed to develop as tussocky grassland. Any pernicious weeds (such as docks) shall be spot treated with appropriate non-residual herbicide to avoid infestation.
  4. The new trees shall be monitored and watered as required until fully established. Strimmer guards shall be replaced if damaged or have become too small.

**Maintenance/Management Operations for Landscape Areas – Years 1 – 5**

* 1. The following Table provides a yearly planner of the works required to maintain and manage the soft landscaping at Melksham Community Campus.

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Operations** (each year unless otherwise **indicated in Notes)** | **Months** | | | | | | | | | | | | **Notes** |
| **J** | **F** | **M** | **A** | **M** | **J** | **J** | **A** | **S** | **O** | **N** | **D** |  |
| **Planting areas** | | | | | | | | | | | | | |
| Maintain shrub and groundcover areas within development free of weeds |  |  |  | ■ | ■ | ■ | ■ | ■ | □ |  |  |  |  |
| Herbicide/spot treatment to planting stations (800mm diameter) in matrix planting areas and along native hedge lines |  |  |  | ■ |  |  | ■ |  |  |  |  |  | Years 1-2; review need subsequently |
| Herbicide/spot treatment/removal of pernicious weeds (e.g. ragwort; creeping thistle; etc.) |  |  |  |  |  | ■ |  | ■ |  |  |  |  | Each year. Increase no. of operations to control infestations as required |
| Re-firm plants |  | ■ |  |  |  |  |  |  | ■ |  |  |  | Twice yearly until plants well established and soundly rooted |
| Watering shrubs and hedges |  |  |  | □ | □ | ■ | ■ | ■ |  |  |  |  | As required in years 1-5 (depending upon prevailing weather conditions) until plants are fully established |
| Watering trees |  |  |  | □ | □ | ■ | ■ | ■ |  |  |  |  | As required in years 1-5, (depending upon prevailing weather conditions) until trees are fully established |
| Check tree guys |  | ■ |  |  |  |  |  |  | ■ |  |  |  | Each year until fully stable |
| Check guards and shelters in matrix planting areas and native hedges; re-firm/re-stake as required |  | ■ |  |  |  |  |  |  | ■ |  |  |  | Each year until removed |
| Apply fertiliser top dressing to plants |  |  | ■ |  |  |  |  |  |  |  |  |  | Years 1-2\* |
| Remove guards and shelters |  |  |  | ■ |  |  |  |  |  |  |  |  | Year 3 or 4\* |
| Replace failed plants | ■ | ■ |  |  |  |  |  |  |  |  |  | ■ | Each year up to year 5 |
| Trim hedges | ■ | ■ |  |  |  |  | ■ |  |  |  |  |  | Trim hedges to even height (according to objectives and location). Cut native hedges in February; single species/foliage hedges in July (or August). Check for nesting birds prior to trimming in bird nesting season (March to August inclusive). |
| Control brambles in areas of native planting | ■ | ■ |  |  |  |  |  |  |  |  |  |  | Periodically spot treat brambles where necessary to prevent them encroaching into new planting |
| **Grass areas** | | | | | | | | | | | | | |
| Cut amenity grass in open grass spaces. This includes grass in the parkland area between Market Place access and Melksham House; verges leading to the northern car park; and the former rugby pitch and bund in the western part of the site (areas shown as seeded and areas hatched on EML Landscaping Plan). |  |  | □ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | □ |  | Cut grass regularly to maintain tight sward and tidy appearance throughout growing season; remove arisings (unless incorporated by mulching in all grass areas close to the new building and immediate approach near Melksham House). Arisings may remain in former rugby pitch areas. Adjust frequency according to growing season/growth rate of grass. |
| Maintain grass free circles (800mm dia.) around base of all new trees in grass and top up mulch |  |  |  | ■ |  |  |  |  | ■ |  |  |  | Years 1-3 |
| Cut down wildflower/meadow grass areas | □ | □ |  |  |  |  | □ | ■ | □ | □ |  |  | Follow seed suppliers recommended maintenance regime for establishment, according to mix. Once established meadow grass areas not to be cut between spring and late July/August. Cut when flowering has largely finished and leave arisings for 1 week before collecting and removing. Mow again in late autumn/winter or early spring if required. |
| Fertiliser/weed treatment to amenity grass areas, if required (not wildflower areas) |  |  |  | ■ |  |  |  |  | □ |  |  |  | Increase no. of treatments to control infestations/feed grass areas as required |
| **General** | | | | | | | | | | | | | |
| Litter collection | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | Collect and remove all litter from soft landscape areas |

\* Timing/duration of operations will be dependent upon establishment of planting/growth rates which will be dependent on climatic conditions. To be kept under review.

* Denotes optimum months for operations

□ Denotes other possible months for operations (depending upon seasonal requirements)

Management and Monitoring Arrangements

* 1. To maintain Melksham Community Campus to the required standard is of paramount importance.  To support this the Council may appoint external advisors to provide monitoring of the Services. The supplier commits to attend any necessary meetings in support of this requirement.
  2. The supplier and Council shall meet every quarter for Contract Review Meetings, the first such meeting to be held within one (1) month of the commencement date. At any time, the Council and supplier may agree to reduce the frequency of meetings, but not so that they should occur less frequently than every six (6) Months.

The purpose of each meeting shall be to:

* review and discuss any day to day issues arising out of the provision of the Services;
* overall performance;
* consider any improvements to the provision of the Services; and
* review and discuss any other matters relating to the provision of the Services.
  1. The adequacy of overall performance shall be reviewed by the Council in discussion with the supplier at each quarterly Contract Review Meeting.  This will not preclude more frequent dialogue between the supplier and Melksham Community Campus staff.
  2. The supplier will provide the Council with an annual summary (to be submitted in December) of the operations undertaken over the year and any specific issues that need to be addressed or additional operations required.
  3. The document shall also indicate if any changes to the planned management regime (as provided in E.39 above) are likely to be required during the forthcoming year supported, if necessary, by a marked-up plan.

# Declarations

* 1. **Declarations to be Submitted**
     1. Quotes must be submitted in the format contained in this documentation, and must be accompanied by the following signed declarations:-
        + Form of Quote
        + Conflict of Interest Declaration
     2. Please return the declarations by completing all of the templates in this section and uploading them as part of the quote response on the e-procurement system.

Form of Bid

**AL1908 – Soft Landscaping Maintenance at Melksham Community Campus**

|  |  |
| --- | --- |
| **Bidder Name:** |  |
| **Bidder Address:** |  |

I agree:

* That this offer and any contracts arising from it shall be subject to the terms of this RfQ and the terms and conditions of Contract set out by this RfQ; and
* To provide the requirements as specified in this RfQ and associated documents and for the period specified in the Contract; and
* If this offer is accepted, that any subsequent Contract will be executed within a reasonable number of days of being called upon to do so; and
* That this quote is made in good faith and that the Bidder has not fixed or adjusted the amount of the offer by or in accordance with any agreement or arrangement with any other person.

The total contract price (excluding VAT and inclusive of any optional extension periods) for the requirement specified within the RfQ is:

|  |  |
| --- | --- |
| **Total sum in £:** |  |
| **Total sum in words:** |  |

I warrant that I have all the requisite authority to sign this quote and confirm that I have complied with the requirements of this RfQ.

|  |  |
| --- | --- |
| **Signed:** |  |
| **Name and Role:** |  |
| **For and on behalf of:** |  |
| **Date:** |  |

Conflict of Interest Declaration

**AL1908 – Soft Landscaping Maintenance at Melksham Community Campus**

As part of the commissioning process, it is a requirement that any actual or potential conflicts of interest are managed appropriately.

An actual conflict of interest involves a material conflict between one or more interests, a potential conflict of interest if there is the possibility of a material conflict between one or more interests in the future.

A conflict of interest shall not be deemed to arise solely by virtue of a person's employment or engagement by the Council or other public body, although Bidders are requested to disclose such relationships for information purposes.

Please provide a description of any interest that is being declared for both the organisation and any relevant persons as set out below. If no potential conflict of interest is identified, please state this in the response:

|  |  |
| --- | --- |
| **Name of Organisation:** |  |
| **Please insert below EITHER details of interests held OR state ‘not applicable’** | |
| Details of interests held / not applicable: | |
| **Dates** **Applicable**: |  |

To the best of my knowledge and belief, the above information is complete and correct. I undertake to update the information as necessary.

|  |  |
| --- | --- |
| **Signed:** |  |
| **Name and Role:** |  |
| **For and on behalf of:** |  |
| **Date:** |  |

# Annex 1 – Quote Evaluation Criteria

The evaluation of the proposal will comprise 3 stages:

**Supplier Questionnaire**: This is a pass/fail section. If there are any responses which in the sole view of the council suggest that the potential provider would not either deliver the requirement or indicate that your organisation is not suitable to receive a contract from the council on the basis of the information provided, your bid may fail at this stage and your proposal may not be considered further.

**YES/NO Section**: The RFQ questionnaire contains mandatory Yes/No Questions.

Submissions which do not contain response to this question will be deemed non-compliant and not scored.

Any answer of “No” will redeem the Quote unsuccessful, as per sections C.1.1 and C.2.2 in the “quote evaluation” section of the RFQ.

|  |  |  |  |
| --- | --- | --- | --- |
|  |  |  |  |
| **Ref** |  | **Mandatory requirement** | **Supplier response Y/N** |
| **Structure** | | | |
| **1.0** | Are you, the supplier, BALI accredited? | **Yes** |  |

**Quality Question**: **40 %** of the total score for your proposal will be calculated from the Quality questions.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Question** | **Weighting** | **Scoring Method** | **Page Count** | **Required Attachments** | **Minimum Threshold (if applicable)** |
| 1. Please describe how you will deliver the Service, including  * how you will rectify any issues; * timeframes for completion of any issues or works; and * a list of any equipment that would be used to support the Service | 40% | 0-5 | 4 pages |  | Scored Quality Questions – Answer weighting: 2 (maximum marks available – 10) |
| 1. Please describe how you will ensure the safety of public whilst undertaking the works | 20% | 0-5 | 2 pages |  | Scored Quality Questions – Answer weighting: 2 (maximum marks available – 10) |
| 1. Please describe how you propose to monitor the Services to ensure the required standard is being delivered | 20% | 0-5 | 2 pages |  | Scored Quality Questions – Answer weighting: 2 (maximum marks available – 10) |
| 1. Please describe your company’s Customer Service and Escalation policies and how these translate to management of this contract. Please include any named officers | 10% | 0-5 | 1 page |  | Scored Quality Questions – Answer weighting: 2 (maximum marks available – 10) |
| 1. Please describe how you will ensure staff have the appropriate skills and experience to meet the Service needs. Please include any training requirements and frequency your staff undertake | 10% | 0-5 | 2 pages |  | Scored Quality Questions – Answer weighting: 2 (maximum marks available – 10) |

**Pricing**: **60 %** of the total score for your proposal will be calculated from the total price. The prices quoted are to be firm and not subject to any indexation or adjustment whatsoever.

Suppliers must enter a Price for each Item in the table and a Total Cost equaling the sum of all Item Prices. Form of Quotation and this will be used for the Cost section of the evaluation. Prices must be entered in pounds’ sterling. VAT must not be included in the Prices.

Price Score = (Lowest cost quote / Quote being evaluated) x 60

**Please complete the yellow cells in the pricing schedule (Refer to Annex 3 Pricing Schedule)**

# Annex 2 – Draft Contract

The Council will be using the Wiltshire Council standard terms and conditions for the purpose of contracting. These are available to view on the following link: <https://www.wiltshire.gov.uk/corporate-procurement-strategic-hub>.

The following documents will be included in the final contract with the successful Bidder:

* Contract terms as per attachment Form of Agreement for the Soft Landscaping Maintenance at Melksham Community Campus;
* Full specification as set out in this RfQ document; and
* Pricing model as submitted by the successful Bidder; and
* Successful Bidder’s quote quality question response