



Essential Reference Paper B

To avoid the release of any commercially sensitive information, all references to other local authorities, companies, costs and photographs have been removed.

East Herts Council

Grounds Maintenance Phase A

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Contents

1.0	Introduction.....	1
2.0	Contract Position.....	3
2.1	Current Contract	3
2.2	In-House Delivery	3
2.3	Procurement for 2019 Contract	4
2.4	Current Market for Procurement of the Services	5
2.5	Procurement Process.....	6
3.0	An Outline of the Current Financial Position and Performance	10
3.1	Current Financial Position	10
3.2	Review of Performance Standards	11
4.0	Cost Estimate	24
5.0	Potential Cost Reductions	26
6.0	A detailed analysis of the risks.	29
7.0	Recommendations.....	31
7.1	Procure a new contract	31
7.2	Procurement Procedure	31
7.3	Budgets.....	32
7.4	Litter Bins and Dog Bins	32
7.5	Soft Market Testing	32
7.6	Task and Finish Group Decisions	33

Appendices

Appendix A – Cost Estimate

Appendix B - Photos



1.0 Introduction

- 1.0.1 East Herts Council's (EHC) current grounds maintenance contract expires on 31 December 2019 and the Council therefore needs to procure a replacement contract. As a precursor to the necessary procurement process the Council wishes to review the services currently delivered. This review will consider the range of services currently undertaken by the Council, any savings that could be made, the current market for contracted grounds maintenance services and the standards currently achieved by the Council. EHC has commissioned WYG to undertake this review and our findings are outlined in this report.
- 1.0.2 EHC covers an area of 477 square kilometres (184 square miles) and comprises around one third of the area of the County of Hertfordshire where it is one of ten district councils within the County. It is predominantly a rural district, with attractive towns and villages set in a rolling landscape.
- 1.0.3 EHC has a dispersed settlement pattern that includes the five market towns of Bishop's Stortford, Buntingford, Hertford, Sawbridgeworth and Ware. Each of the towns provides a range of services to the surrounding rural area. There are also some hundred villages and hamlets of varying sizes.
- 1.0.4 The Council manages approximately 120 open spaces including 40 parks along with a proliferation of smaller highway and residential grass and shrub plots.
- 1.0.5 The current grounds maintenance Contract is delivered by John O'Conner (GM) Ltd and was initially let for a period of 6 years and nine months. It was extended in December 2013 for a further five (5) years and terminates in December 2019. The contract currently covers:
- grassed areas, ornamental fine turf, sports facilities (including bowling greens, sports pitches and tennis courts)
 - amenity grass areas
 - hedge maintenance
 - shrub bed maintenance
 - planting and maintenance of annual bedding schemes
 - maintenance and inspection of ditches, pond and watercourses
 - weed control
 - cleansing of paths, car parks and internal roads



- maintenance and inspection of children's play areas and equipment
- grass cutting, shrub and hedge maintenance on highway verges (under contract to the County Council)
- grounds maintenance of social housing estates on behalf of a local Housing Association.



2 Contract Position

2.1 Current Contract

2.1.1 As noted in the Introduction, the current Grounds Maintenance Contract is delivered by John O'Conner (GM) Ltd and was let for a period of 6 years and nine months. It was extended in December 2013 for a five-year period and will terminate on 31 December 2019. Further extension of the contract is not allowed, as the Council has previously exercised an extension period, so the services will need to be procured for commencement in December 2019.

2.2 In-House Delivery

2.2.1 One option at the end of outsourced contracts is for councils to run the services using in-house resources. In this scenario, the Council would be taking on many risks that are currently outsourced, for example HR and Health and Safety; and the cost of labour would inevitably rise, particularly taking into account the costs of the Local Government Pension Scheme (LGPS).

2.2.2 Under this arrangement all staff would be employed and managed by the Council, and the Council would manage the vehicle fleet and organise the workload. It would also be responsible for undertaking the 'client' role and engaging with the public.

2.2.3 WYG has considerable knowledge of in-house service delivery: indeed, just over half of WYG's local authority clients deliver services in this way (reflecting the general National picture). Additionally, WYG has assisted one council in taking a previously outsourced operation back in-house and therefore understands the challenges in doing so.

2.2.4 We understand that EHC does not currently have a significant manual workforce; the Council could therefore face a considerable challenge in terms of setting up an in-house arrangement for these services (compared to some other authorities that have retained some manual services in-house). The Council would need to develop HR procedures and policies, including gradings and a job evaluation system, that reflect the needs of a manual workforce.

2.2.5 We have not reviewed the contractor's TUPE list, because this will be supplied for the procurement of the contract, however it is likely that the costs of employment in-house would be greater than the present level of costs. It is also unlikely that the Council would be able to manage sickness



absence, in terms of an in-house operation, better than private sector operations achieve. Private sector contractors regularly achieve absenteeism rates below 5%, but in our experience in-house operations often struggle to achieve this.

- 2.2.6 In-house delivered services would require the provision of plant and equipment to operate the services. The Council does not currently operate a sizeable vehicle fleet, so is unlikely to hold Operator's Licenses and does not have adequate arrangements in place for maintenance, licensing, insurance etc. for an operation of this kind. This is a serious matter in terms of bringing an operation such as this in-house; although contractual arrangements could be set up for maintenance etc.
- 2.2.7 Finally, we are unsure as to whether there would be sufficient capacity within the Council to deal with the needs of an enlarged workforce, meaning that additional on-going staff resources might be needed in this regard. If these services were brought in-house, there would be impacts on the workloads of the Council's support services including HR, health and safety, procurement, payroll, finance, insurance, and ICT.
- 2.2.8 We would see Health and Safety as a major concern if the services were brought in-house. Day-to-day grounds maintenance operations carry an inherent level of risk – from the machinery used, from the weather conditions, and from having to work on the highway. Health & Safety management is a major consideration when contemplating returning operations such as these in-house, and we are sure the Council would incur some one-off costs in putting new processes into place for new operations (e.g. risk assessments).
- 2.2.9 Having met with Officers and Members, it is our understanding that having had a history of outsourced provision of the services and the risks associated with bringing the services in-house, this is not an option that is attractive to the Council. On this basis the Council proposes to procure a new contract, and we believe that this is a sensible decision.

2.3 Procurement for 2019 Contract

- 2.3.1 The Council should not underestimate the time required to procure a new contract, which could take in excess of 12 months, including a period for the contractor to mobilise. In particular, the Council will need to consider the following prior to undertaking the procurement process:



- Decide the nature of the services required;
- Design a procurement strategy;
- Produce the tender documentation (Conditions of Contract, Standard Selection Questionnaire (SQ), Invitation to Tender, Specification, Pricing Schedules, Performance Mechanism and Evaluation Model);
- The current market and their ability to produce tenders;
- Council decision making process;
- Tender award by the Council; and
- Contractor mobilisation.

2.3.2 In our experience, for a contract of this nature, contractors would require a minimum of 3 months to mobilise (including vehicle/plant purchase).

2.4 Current Market for Procurement of the Services

2.4.1 The most recent grounds maintenance procurement that WYG has worked on was the project which resulted in a local Council awarding a grounds maintenance contract to a national company in 2017. We believe this procurement was a good indication of the current market for these services. We have also worked with a number of clients recently, who have reviewed the current market and considered their procurement options.

2.4.2 The local Council received interest from national grounds maintenance contractors; and interest from some local contractors.

2.4.3 This resulted in a strong list of contractors that successfully passed pre-qualification. We would not expect EHC's position to be much different from that of this Council. Certainly, for pre-qualification we would expect strong interest from national companies, and local companies that we are not yet aware of. An example of a local grounds maintenance company which might show pre-qualification interest advertises that it provides grounds maintenance services to local organisations. There are also some regional operators.

2.4.4 Having said that we would expect strong interest for this contract, we are also aware that the waste, recycling, street cleansing and grounds maintenance market will be relatively busy over the next 18 months. Not all of them will include grounds maintenance, but the national bid teams will



be busy.

2.4.5 On this basis, it will be important to ensure the contract remains attractive to the bidding market throughout the procurement process.

2.4.6 In our experience, the best way to gauge potential interest in this contract, would be to undertake a soft market testing exercise in the early stages of the procurement process, meeting with key contacts from the companies. We often undertake this exercise with clients, and would use it as an opportunity to advertise the contract to grounds maintenance companies operating locally; and to understand their views of the contract. This will also be an opportunity to meet with the market to understand the factors that will ensure the contract remains attractive throughout the procurement. Meeting with potential service providers will inform the Council on many contract considerations, for example:

- Optimum contract length;
- Funding provision;
- Specific contract clauses (e.g. remedy and default, security);
- Terms and conditions;
- Plant and equipment;
- Services.

2.4.7 Undertaking this process should ensure that potential suppliers are aware of the opportunity and have been able to shape the process and documents to ensure it is attractive to them.

2.5 Procurement Process

2.5.1 In order to procure the grounds maintenance services, the Council will be required to decide which procurement process it is going to use, and then undertake this process in accordance with EU procurement guidelines.

2.5.2 Essentially there are four procurement processes available to the Council, some of which we do not feel are appropriate for a contract of this nature. We discuss each of the four processes as follows:

Restricted Procedure



- 2.5.3 The Restricted Procedure is often considered to be the simplest of the procurement procedures. Essentially potential service providers would be required to pre-qualify for inclusion in the process based on their ability to undertake the contract, and would then be asked to submit a tender in response to the Council's Specification and suite of procurement documents. The Council would then clarify any queries with the tenders, using the official clarification process, before awarding the contract in accordance with a set evaluation model/process.
- 2.5.4 The Restricted Procedure is usually less resource-hungry than the other processes, because there are no meetings with potential suppliers during the procurement, and therefore no negotiation. The lack of meetings/negotiation in the Restricted Procedure does however mean that the Council must be totally clear in its documents as to what services are required. The procedure does not allow for any refining of requirements once the documents have been issued.
- 2.5.5 From what we currently understand of the Council's requirements, we are sure the Council could make decisions in advance of procurement which would enable the Restricted Procedure to be used for this contract. Soft market testing would help finalise the Council's requirements, and our expertise would also help the Council make the decisions required to use the Restricted Procedure.

Open Procedure

- 2.5.6 The Open Procedure is very similar to the Restricted Process, as potential service providers would be required to submit tenders in response to documents describing the Council's precise requirements; and there would be no opportunity for meetings/dialogue. The main difference between the Restricted Procedure and the Open Procedure is that there is no pre-qualification, meaning that any aspiring provider could submit a tender, which would then need to be assessed against the Council's evaluation model. This could result in a large number of tenders, or tenders from companies that are not capable of undertaking a contract of this nature. The Open Procedure is often used in cases where timescales are tight.
- 2.5.7 For the same reasons that we believe the Restricted Procedure could be used, the Open Procedure is also an option for EHC. We do believe, however, that it would be preferable to pre-qualify tenderers, in order to develop a list of potential providers that are able to undertake the contract, thus the Restricted Procedure is preferred to the Open Procedure.

Competitive Dialogue



- 2.5.8 The Competitive Dialogue Procedure is really designed for complex procurement projects, and particularly those where some elements of the contract or services have yet to be decided upon. The procedure enables the procuring authority to dialogue with potential suppliers, using a staged process, in order to refine its requirements. This staged approach usually results in a number of submission stages (often 3) which require evaluation, and deselection of tenderers is common at each stage.
- 2.5.9 As a result, the procedure can be resource-hungry both in terms of consultant time and officer involvement and also can take significantly more time than other procedures. Competitive Dialogue can be very useful if the Council is unclear as to the specifics of the services it wishes to procure, or if significant market expertise is required to narrow the range of service delivery options.

Competitive Procedure with Negotiation

- 2.5.10 The Competitive Procedure with Negotiation (CPN) is a relatively new procedure, but is currently being used to procure a number of similar contracts. The procedure essentially enables procuring authorities to engage with suppliers before finally awarding a contract.
- 2.5.11 CPN incorporates elements of the Restricted Procedure with elements of the Competitive Dialogue Procedure. Typically, pre-qualified potential service providers are invited to submit tenders in response to a clear Specification and suite of documents. The authority then reserves the right to immediately award the contract based on those tenders; or to meet with tenderers to discuss their solutions and then call for final submissions. Evaluation and award is undertaken in accordance with a clearly declared methodology.

Overall

- 2.5.12 On balance, we see the advantages of CPN as it would enable the Council to receive tenders which could include a small number of provisional items and options, which would then be discarded or taken up for final tenders; however, we can also make a case for the Restricted Procedure, if the Council is able to decide its requirements prior to commencing the procurement process.
- 2.5.13 To give the Council confidence in the timetable for either procedure, we have produced outline procurement timetables for the Restricted Procedure and Competitive Procedure with Negotiation:



Restricted Procedure		Competitive Procedure with Negotiation	
Development of contract documentation	To December 2018	Development of contract documentation	To September 2018
Placing of contract notice	December 2018	Placing of contract notice	September / October 2018
Shortlisting from questionnaires (SQs)	February 2019	Shortlisting from questionnaires (SQs)	November 2018
Inviting tenders	March 2019	Inviting tenderers	November 2018
Evaluating tenders	May 2019	Receiving initial tenderers	January / February 2019
Contract award	June 2019	Evaluating initial tenders	March 2019
Mobilisation	June – December 2019	Negotiations	April 2019
Contract start date	December 2019	Inviting final tenders	Late April 2019
		Evaluating final tenders	May 2019
		Contract award	June 2019
		Mobilisation	June 2019 – December 2019
		Contract start date	December 2019

2.5.14 The timescales for both procedures demonstrate that the Council has sufficient time to undertake soft market testing prior to procurement, and to further consider a number of the current service elements (e.g. litter and dog bins).



3 An Outline of the Current Financial Position and Performance

3.1 Current Financial Position

3.1.1 Overall, the current grounds maintenance contract costs EHC approximately £1(x)m per annum. For clarity, this is the sum of money paid to John O'Connor and summarised by the Council's monthly valuation reports.

3.1.2 We have been provided with the valuation reports for April 2017 to December 2017, and the agreed sums are indicated in Table 1. This represents the total cost of the contract, including ad-hoc non-routine work, some backdated costs which are used to balance the monthly invoices and defaults which are issued to the contractor (which it has to be said are minimal):

Table 1: Annual Costs for the GM contract based on Monthly Valuation Reports

Valuation Report	Dayworks Costs	Backdated Costs	Contractor Defaults	Routine Works	Monthly Total
April 2017					
May 2017					
June 2017					
July 2017					
August 2017					
September 2017					
October 2017					
November 2017					



December 2017					
January 2018					
February 2018					
March 2018					
Total (April – December)					

**NB – EHC currently pays the contractor 60% of the routine costs of the contract in April – September each year; then 40% of the routine costs in October – March.*

3.1.3 For the purposes of the cost comparison work, we will be assessing the routine work undertaken by John O'Connor according to the December Valuation sheet, which amounts to approximately £(x) per annum; this ensures our work is representative. The Council should however be careful when declaring what cost the procurement is expected to achieve, because this is only based on the December Valuation bill.

3.1.4 We have reduced this £(x)m by £(x) (Network Homes) and £(x) (Bowling Green) which is the annual amount the Council will be reducing the work by, when the Bowling Green and Network Homes work is ceased. This leaves the core comparison figure for the current routine contract as £(x).

3.2 Review of Performance Standards

3.2.1 An important consideration in estimating contract costs such as these, is to fully understand the standards being achieved. In this regard, we conducted inspections (on an unannounced basis) on the 8th and 9th February 2018, across a selection of land uses. Particular focus was given to the main town and village centres across the Districts, particularly to understand the standards achieved for street cleansing and grounds maintenance.

3.2.2 WYG also conducted grounds maintenance inspections (on an unannounced basis) on Wednesday 17th January 2018.



- 3.2.3 To assess the quality of grounds maintenance currently being delivered, observations across a selection of parks and open spaces were made. Although such a methodology cannot be considered as thorough as a comprehensive performance assessment, it does provide an accurate snapshot of the current situation with regard to grounds maintenance at the locations visited, as well as a useful picture of general performance.
- 3.2.4 Particular attention was paid to areas in Hertford, Ware, Bishops Stortford and Sawbridgeworth. The grounds maintenance inspection included but was not limited to, playgrounds, sports pitches, grass cutting (in particular on verges), hedges and shrub maintenance.
- 3.2.5 Survey notes and associated photos can be found in Appendix B, while a summary of our findings is outlined below.

Hertford

- 3.2.6 Overall, grounds maintenance in Hertford was seen to be a very high standard. A variety of sites were inspected from grass verges, small playgrounds and public wooded areas though to large multi-purpose parks such as Hartham common. Across these sites very little was observed in terms of litter, detritus, graffiti or fly-posting; and as well as this grass, hedges and shrubs appeared well maintained resulting in aesthetically pleasing areas for the public to enjoy. It was noted that there are a lot of bins available to the public and for most litter bins there is also a dog waste bin within close proximity, which could possibly be combined (-). The only other improvement would be refreshing paintwork to some street furniture, in particular bins, and some play equipment and painted floors in playgrounds to give it a fresher appearance.
- 3.2.7 A large part of our observations involved parks and playgrounds as these are likely to attract the most amount of people. Our observations included large playgrounds and parks such as Hartham Common as well as smaller residential playgrounds such as Campfield Road and Foxholes Avenue.
- 3.2.8 Several smaller parks, likely to serve mainly local residents, were observed. Often these can be overlooked and less well maintained, however in Hertford maintenance was still to a very good standard as highlighted by the examples below:
- 3.2.9 In Sacombe Road open space (-) a few bits of litter were observed amongst the trees and a split black sack was left next to a litter bin, however the majority of the park was litter free. The



playground and fitness trail equipment was in very good condition and inviting to use, as were tables, benches and signage. The grass was well maintained however there was no clear fitness trail due to the grass all being one height, but we feel this is a minor issue. The small wooden picket fence along one boundary of the park was also damaged in several places, however due to its location amongst the trees this would not easily be noticed by the public.

3.2.10 In the Watermill Lane play area (-) standards were again high with well-maintained grass despite the park having a very uneven surface; though a small patch devoid of grass had developed in the football goal. On the base of one piece of play equipment there was some damage to the wooden poles allowing woodchip to spill onto the grass and some fading graffiti in the playground, but overall it was a nice inviting area to use.

3.2.11 Hertford Castle (-) which we understand is maintained partly by the Town Council was a particularly pleasant site, with the waterways flowing through and manicured gardens it appeared a popular place to visit for members of the public. The site was almost completely litter free and even at this time of year shrub beds were appealing and hedges well shaped. Grassed areas were well maintained and cut to a good height with the exception of a few places devoid of grass along the water's edge particularly around the benches making some of them difficult to get to without getting muddy, however some attempt to address this had been made by placing rubber mats.

3.2.12 The Ridgeway was a particularly nice site evidenced by its Green Flag Award (-). The decorative hedges and shrub beds were aesthetically pleasing and very well maintained. The basketball court had some weed growth along the edges; considerable graffiti was however present in the seating areas. The play equipment was in very good condition and all looked inviting to use and the grass was maintained to a very good height.

3.2.13 Bentley Road play area (-) overall was a nice site although perhaps not as well maintained as some of the other sites. Generally, the hard surfaces were in good condition and pathways clearly defined although weeds and grass growth was beginning to grow through the play surfaces in places, but this was minor. The grass height and shrub maintenance were not as well maintained as observed elsewhere but still adequate; and play equipment, although functional, could do with a fresh coat of paint to make it more inviting.



- 3.2.14 Sadlers Farm open space (-) was the least well maintained site observed during the Hertford inspections. Litter was observed amongst much of the vegetation and particularly large accumulations of primarily plastic bottles in the area surrounding the goal posts. It was also noted that there were considerable fly-tips behind the houses on Farm Close or at least these houses were possibly storing things on the park property this may be more of an enforcement issue than a grounds maintenance issue.
- 3.2.15 Campfield Road M.U.G.A (-) and Campfield Road play area (-) were both inspected and were seen to be a good standard. Grass was maintained at a good height; playground equipment was well maintained and very little was observed in terms of litter. There was some graffiti in the roof of the seating area and a few weeds growing through the basketball hoop play surface but these are minor criticisms.
- 3.2.16 The Foxholes Avenue playground and surrounding woodland (-) were predominantly free from litter and generally well maintained. The only criticisms relate to significant detritus on the paved paths through the woodland areas and the layer of moss growth on the playground surface which was incredibly slippery.
- 3.2.17 Hartham common is a very large multifunctional site posing various grounds maintenance challenges. Overall the site was very well maintained, grass was at a very good height and the site was predominately free from litter, detritus, graffiti and fly-posting (-). The majority of the pathways had very clearly defined edges (-) with the only exception being an area near to the leisure centre where significant damage had been caused to the grass by vehicles causing the spread of detritus onto the pathways (-). The skate park was especially clean and notably free from graffiti (-). The playground area (-) grass coverage was somewhat patchy and weed growth was present through some of the play surface mats. The shrubs and hedges around the perimeter of the playground were devoid of any foliage at this time of year giving a slightly unattractive look and some play equipment was in need of fresh paintwork. The site has multiple sports facilities including 3G artificial football pitches, a basketball court, tennis courts and multiple grass football pitches. Overall the sports facilities were seen to be very well maintained with clear markings and good play surfaces. It was evident that on-going maintenance was occurring to the grass football pitches to ensure they are playable throughout the season. On the 3G artificial football pitches, accumulations of litter were observed behind all of the goals presumably left over from weekend games; and on the basketball court, litter and small weed growth was observed around the edges



of the court. The waterways and banks were clear of litter and vegetation; this combined with the location of seating provided pleasant areas for the public to enjoy.

3.2.18 Grass verge maintenance across Hertford appeared to be at a very high standard. Numerous verges were inspected amongst residential areas and along main roads. Of the grass verges inspected the majority appeared very neat and tidy (-) with grass maintained to a very good height suggesting that cutting frequencies are sufficient. Only one example of less well maintained verges was observed, this was on Campfield Road (-) but it is possible this is due a cut soon. Generally, grass edges were well maintained with little or no overgrowth onto pavements, there were a couple of examples of less defined edging however this is a minor criticism (-). Of all the verges observed very few had any litter and none had any shredded litter suggesting that verges are properly litter picked prior to cutting.

3.2.19 Hedges and shrubs were observed in a variety of locations along the roadside. Of the shrubs observed all but one appeared very well kept, neat, tidy, predominantly free from litter and attractive for this time of year (-); the only exception to this was a shrub along Vixen Drive (-) which was overgrown and obstructing a large portion of the pavement.

Ware

3.2.20 Similar to Hertford, grounds maintenance in Ware was seen to be a very high standard. Very little was observed in terms of litter, detritus, graffiti or fly-posting and grass, shrub and hedge maintenance was very good. Again, it was noted that for most litter bins there is also a dog waste bin within close proximity.

3.2.21 Post Wood and the Presdales Recreation ground (-) consists of a large wooded area popular with dog walkers surrounding several grass pitches. Overall the area was very well maintained, no litter was observed other than a couple of bits around the car park perimeter and despite the high number of dogs no dog fouling was evident suggesting signage and dog bins are sufficient. The football pitches were well marked out with clearly visible lines and generally grass coverage was very good with just a slightly sparse area in the goal mouth. It was however evident that maintenance is on-going to ensure the surface remains playable throughout the season. There were a few large branches on one of the far pitches but it is assumed these would be removed prior to use.



- 3.2.22 King George's Field (-) was very well maintained, the vast expanses of grass were cut to a good height and decorative shrubs and hedges well maintained providing a very nice look. Path edges were reasonably clearly defined with only minor encroachment from the grass on some paths. The fitness trail and play equipment was generally in very good condition and looked inviting to use however a couple of items, such as the football goal posts, could do with some fresh paintwork. Instances of litter, detritus and fly-posting were minimal if any, however there were a few instances of graffiti on benches, bins and on the basketball hoop.
- 3.2.23 The Bourne Play Area (-) was a particularly pleasant area; located in a small strip of woodland amongst residential housing it is a very good use of the space. The grass is well maintained to a good height, though slightly sparse in a few areas such as around bins. The play equipment was well maintained and looked clean and inviting to use. Paths were in very good condition and had clearly defined edges. Very few instances of litter were observed, although a faded missing cat poster was found on the playground fence and a small graffiti tag on the water outlet.
- 3.2.24 The Buryfield Play area (-) was a nice a well maintained open space close to the centre of town. The grass area was well maintained to a good height with clear defined edges and very little encroachment onto pathways, although there was slight encroachment onto the paving around the benches. The shrub beds surrounding the playground were very attractive, particularly for this time of year and the beds had reasonably well defined edges with the grass and pavements. Play equipment looked clean and inviting and little or no litter, detritus, graffiti or fly-posting were observed.
- 3.2.25 Kibes Lane Burial Ground is an interesting and attractive grounds feature in the town centre. The site was seen to be very well maintained with clearly defined edges, weed free paved seating areas and very attractive decorative shrub and hedgerow features. The grass was well maintained to a good height with a few slightly worn areas where members of the public regularly walk through but this is a minor criticism of a very nice site.

Bishops Stortford

- 3.2.26 Overall grounds maintenance in Bishops Stortford was observed to be a good standard with very little in terms of litter, detritus, graffiti or fly-posting. Litter tended to be encountered most often in



relatively more difficult to reach locations such as along water courses and on roundabouts servicing busy roads. Grass and shrub maintenance also tended to be managed well.

- 3.2.27 The Grange Paddocks was well maintained with very good pitches, sturdy goal posts and correct and clear line markings (-). Grass coverage of the pitches was complete and at an appropriate length, with the exception of some thinning under goal posts nearest to the sport centre (-). The children's playground was well maintained with all moving pieces such as the roundabout and swings fully functional and in good condition (-). The climbing frame was also well maintained and the sandpit it stands in was clear of litter. Seating within the play area was in good condition with good grass coverage around the base (-). Exercise equipment all appeared clean and the moving parts were well lubricated. Grass coverage was relatively good and free from litter photo (-). The running track that circled the park was marked with faint lines so was hard to see and follow but was otherwise generally clear from litter or obstructions (-)
- 3.2.28 Ward Crescent play area was maintained to a satisfactory standard. The single goal post was partly rusted (-) but was sturdy and grass coverage was complete and at an appropriate length. The play area was generally in good condition with all moving parts fully functional and free from litter, rust or graffiti (-). Rubber mats were in place under the equipment and none had any major gaps (-). Fencing around the play area was good and the gates were easy to open and well lubricated (-).
- 3.2.29 The Northern Parkland is a large well maintained open space with several goal posts (-). Generally grass coverage was very good across the site and maintained to a good height. The smaller goalpost was partly rusted (-) and there were some large muddy depressions devoid of grass coverage and containing gravel under the posts (-). There were no line markings between the full-size goal posts or around the smaller post. The basketball hoop was in good condition and the court surface was clear of moss or damage (-). All the equipment in the playgrounds was in good condition with no obvious damage and well lubricated moving parts (-), the exception being one climbing frame that had a small amount of graffiti present (-). Grass coverage in the play areas was good and at an appropriate length (-) except for directly underneath the roundabout which had grown fairly long (-). Fencing around the play areas was sturdy and gap free (-) and seating was in good condition with only minor superficial stains on some (-).
- 3.2.30 Thorley Wedge was generally well maintained, free from litter and the large expanses of grass at a good height. The site had full size sturdy goal posts that were rust free and were backed either side



by high fencing (-). Much of the football pitch was covered in perforated rubber tiles and devoid of line markings (-). Grass had been able to grow up through the tiles but grass coverage was greatly reduced in areas that receive the most footfall such as under the goal posts (-). Play equipment was well maintained with all moving parts functional and only superficial damage observable in terms of graffiti on the climbing frame (-). Rubber matting was placed under most of the play equipment, some of these panels had come apart which could pose trip hazards (-): under the climbing frame, in particular, the rubber matting had holes large enough to pose trip hazards (Photo -). The fencing around the play area was stable and damage free (-) and seating areas were in generally good condition with the exception of some small litter accumulations and graffiti.

3.2.31 Southern Country Park is a large multi-use open space with a variety of grounds maintenance requirements. The site was seen to be maintained to a good standard with grass at a good height despite the site being quite wet. There were two full-size sturdy posts with good grass coverage, however there were some divots in the surface of the field (-). The cricket pitch was in good condition and was roped off from the public. The park has two different areas one for children and one which allows dogs. The children's play area was large in size and contained equipment in excellent condition with all moving parts functional and well lubricated (-). The exception of this would be the slackline equipment which was missing the line (-). The pebble pit that contained several of the climbing frames was well maintained with an even coverage of stones across the pit and no litter (-). The largest issue with the play area was the grass surface around the equipment was very waterlogged (-). The grass in the dog area was in similar waterlogged condition (-). Gates into and out of the park and dog area were sturdy and functional (-). The park has a large lake with several streams. The stream adjacent to Moor Hall Lane had significant levels of litter in the water and on the banks (-), however no litter was observed in the lake itself (-). The benches found across Southern Country Park were in good condition if somewhat muddy. The areas directly under the benches were free from litter but grass coverage was low (-), and some benches around the lake had marshy ground underneath (-). The raised walkways around the lake in Southern Country Park were very clean and free from mud even with their proximity to marshy ground (-).

3.2.32 Waytemore Road Play Area was reasonably well maintained although improvements could be made. The site has two goal posts both of which were sturdy (-), pitch markings were lacking but the grass was at an appropriate length. Rubber tiles had been placed between the goal posts and in places come apart leaving gaps that could pose trip hazards during play (-). Horticulture and



shrubs were limited in number but of the two observed one appeared mostly dead and both were rather unkempt (-). The play equipment was mostly well maintained generally appearing damage free (-). The roundabout was in good condition (-) but was stiff and difficult to move suggesting that more lubrication or maintenance is required. Rubber matting was observed under most play equipment with some having developed gaps that could pose as a trip hazard (-).

3.2.33 Castle Park was not as well maintained as the others inspected, generally grass was at a good height but there were several issues with litter, graffiti and the condition of play equipment; however, we understand that this is maintained by Bishops Stortford Town Council under a separate arrangement. The basketball court surface was in good condition however the backboard had graffiti on it. The tennis courts were all in good condition with sturdy nets, ground free from litter and blemishes (-) but part of a fence leading to the entrance of the tennis courts was damaged and the grating was no longer connected to the outer fence in places (-). The younger children's playground had a wide variety of equipment all in good condition with all moving parts functional. Surfaces under the equipment varied with moss growth on some rubber surfaces (-) and under one piece of equipment significant weed growth and some litter (-). Some grassy areas in the playground had a number of mole hills which could prove a trip hazard (Photos -). Leaf litter in this playground was fairly significant with large coverage near trees where it spreads from grassed areas onto play surfaces (-). Playground fencing was in good condition except for a few zip ties and the gates were easy to open (-). The equipment aimed at older age groups had some minor damage where part of a wooden structure had rotted (-) and a number of small holes created by animal burrowing or removal of equipment pose trip hazards (-). The skating half pipe was covered in graffiti and under the half pipe litter had accumulated (-). Graffiti was also observed on walls, trees and climbing apparatus around the park (-) and litter around some tree bases (-). The river that bisects the park had litter lining the banks at most points along the water course (-). South of the park, where the park meets the road, there was significant stagnant water where large amounts of litter had accumulated (-). Benches around Castle Park varied in condition; the three in the children's fenced play area had a few pieces of litter underneath and quite significant leaf litter spread around them (-). Benches near to the river had much lower grass coverage, a few pieces of scattered litter and some were staining by bird fouling (-). The sheltered seating area by the basketball hoops was in poor condition with several pieces of litter (-) and a high coverage of graffiti (-). Additional benches around the park were in good condition with a few stains and bits of surrounding litter (-). Castle Park had a reasonable variety of shrubs and bushes; most were neat



and aesthetically pleasing without obstructing the pathway (-). The tall hedge surrounding the castle base was trimmed to a particular shape that was maintained around the entire bush (-).

- 3.2.34 Turners Crescent Play Area was generally well maintained; all equipment was free from rust, sharp edges, loose parts, graffiti or litter (-) and moving parts were well lubricated and functional. The fences around the play area were sturdy, damage free (-) but did have some litter underneath (-). The bench at Turners Crescent was sturdy and damage free with patches of slightly longer grass directly underneath the seat (-). The path running through Turners Crescent Play Area was clean with only a few minor cracks and twigs across it and grass cutting was fairly good around the path edges (-).
- 3.2.35 The Wilson Close/ Rhodes Avenue Play area was one of the smallest play areas surveyed in Bishop's Stortford. Equipment here was in good condition and grass coverage was nearly complete around all the equipment and to a good length. The gate and fence was in good condition although the paint had begun to wear off (-). The bench was in good condition and with good grass coverage underneath (-)
- 3.2.36 Trinity Street Play Area was well maintained overall. The hillside slide was clean (-) and other equipment functional. Around some equipment that did not have rubber matting such as the stepping stones there was an absence of grass (-). Fencing here was also in good condition (-).
- 3.2.37 Red, White & Blue Park could do with some attention particularly around the seating area. The Picnic bench had had fire damage (-) and several graffiti tags (-) and there was significant litter surrounding the bench (-). The ground around the bench was also muddy and low in grass coverage. Hedges and shrubs either side of the pathway running through the Park had been managed to ensure the pathway was not obstructed (-). The river running had several pieces of litter visible on the banks and around the fencing separating the path from the river, it was also noted that in places this fence poorly maintained (-). Other fencing in the park was in better condition with no obvious damage and the gate was sturdy and functional (-).
- 3.2.38 Mercers Avenue Green Space had the largest variety of managed shrubs and bushes in the survey. It was clear that shrubs had been meticulously trimmed and shaped to be aesthetically pleasing (--



). There was however some litter between and within the bushes upon close inspection (-). The paved and gravel footpaths around Mercers Avenue Green Space were very well maintained (-) although minor moss growth could be seen between some stones on the paved path (-).

3.2.39 Road Verges surveyed in Bishops Stortford were all well maintained with appropriate grass length and an absence of litter or detritus. The highway verge on Great Hardham road by Windhill was in good condition on both sides with good grass length (-), there was minor leaf litter accumulation on the left side which had also trapped a small bit of litter (-) and mild detritus on the path but was otherwise good (-). The highway verges further down Great Hardham Road by Oriole Way were also in good condition with good grass length (-).

Sawbridgeworth

Grounds maintenance in Sawbridgeworth varied between the different locations surveyed, generally all the areas were in reasonably good condition with only a few minor issues to be addressed.

3.2.40 Vantorts Close Play Area & Open Space had a variety of equipment all well maintained, graffiti free and with no obvious litter around or underneath. All moving parts worked well (-) and the sandpit was clean and free from litter (-). Grass in and out of the play area was generally well maintained although had grown long under some equipment (-). The goal post was sturdy and rust free but had a lack of grass directly underneath it (-). The basketball court was clear of any litter or detritus and grass cutting was good (-). Bins around the park are in good condition with no graffiti or damage. The bench in the play area was in good condition but thick moss had begun to grow underneath (-). The pathway was generally clear with just a few small bits of litter and leaf litter either side (-). Sheering Mill Lane Play Area was well maintained overall with appropriate lengths of grass around the play area (-). Around some equipment there were depressions in the ground which could cause trip hazards (-). All equipment was in good condition and bins were damage free and clean (-). Benches around the play area were sturdy but some had minor fire damage where they had been melted in the past (-).

3.2.41 Bullfields Play Area was in good overall condition although there was room for improvement; however, we understand that this is maintained by a third party under a separate arrangement. Grass around the play area was generally longer than what would be expected in a play area (-) but equipment was all functional and damage free (-). Some rubber panelling under equipment had gaps in it which could prove a trip hazard (-). The basketball court was in good condition; the



concrete surface was clean and grass around the edges was maintained well (-). Some graffiti could be seen on a wall near the basketball hoop (-) and the seating area at the far end of the park had significant amounts of graffiti some being offensive in nature (-). The fences and gates for this park were sturdy but some flyposting was observed (-).

3.2.42 Reedings Way (Edens Mount) play area was the worst play area observed throughout Sawbridgeworth. Pathways were covered in moss and twigs (-) and play equipment was stiff and rusted (-). Grass length was generally ok but there were some depressions that could be a trip hazard (-). Fencing around the play area was damaged in places (-).

Conclusions

3.2.43 From our inspections of in Hertford, Ware, Bishops Stortford and Sawbridgeworth it appears that grounds maintenance in East Hertfordshire is on the most part to a very high standard. Of the grass observed all seemed to be cut to a satisfactory height and no evidence of shredded litter was found suggesting that appropriate measures are in place to litter pick before cutting.

3.2.44 Sports pitches were at a very good standard for this time of year and season. Pitch markings were clear, grass coverage was sufficient and it was evident that maintenance was on-going to rectify areas where grass coverage was wearing and ensure the surfaces stayed playable.

3.2.45 Generally, the playgrounds were well maintained; small improvements could be made through re-painting some pieces of play equipment, graffiti removal and maintenance to some areas of rubber matting.

3.2.46 Hedge and shrub maintenance was very good across the district with very few instances of unkempt or overgrown vegetation observed. There were also plenty of noteworthy examples where hedge and shrub maintenance was excellent such as at Castle Gardens at Bishops Stortford and Southern Country Park.

3.2.47 There were a few sites where litter accumulations were observed but this was not widespread across the district and was mostly restricted to difficult to reach areas such as waterway banks, amongst hedges and vegetation and to corners of parks and open spaces which are out of view from the main pathways used by the public. It was, however, noted that there are what seems sufficient litter bins available and in many instances litter bins have a separate dog fouling bin



within close proximity.



4 Cost Estimate

- 4.0.1 As stated in the section above which outlines the Council's financial position regarding the grounds maintenance contract, the routine services which we are comparing to our understanding of the current market, amounts to £(x) per annum. The Council does pay the contractor for ad-hoc work above this routine requirement, but undertaking a cost comparison on this work could be misleading as it is changeable from month to month.
- 4.0.2 For the purposes of comparison, we have used the Council's December Valuation spreadsheet, and the embedded calculations, to undertake our cost estimate. To this, we have inputted our own unit rates, which represent the unit rates we believe potential contractors could use for a procurement undertaken in the current market.
- 4.0.3 As with any cost estimation exercise, the Council should be aware that our estimates include some interpretation of the current markets, to generate rates which are representative for the Council. The Council should also be aware that the bidding market is constantly changing, and can be impacted by factors such as the amount of work on the market at the time of procurement, the attractiveness of individual tenders, price factors (fuel, labour etc.) and even the process being used by the Council to procure a contract. The Council should therefore treat these estimates with the appropriate degree of caution; and remember that it is based on the December Valuation sheet supplied to us.
- 4.0.4 Based on our interpretation of the frequencies, and our understanding of the market for these services; we would expect the routine December Valuation services to cost the Council in the region of £(x) per annum, if procured. Our full cost estimate is included as Appendix A.
- 4.0.5 This is compared to the current December Valuation of £(x) per annum cost of providing these services, suggesting (allowing for our degree of caution described earlier) that the Council could expect costs to increase for the new contract if the services were to be procured in the current market place.
- 4.0.6 There are a number of reasons this could be the case:



- Contract Age: Due to the contract extensions previously given to the contractor, the current rates are based on relatively old unit rates, even though these will have been increased each year in accordance with the indexation of the contract, and reviewed at extension points.
- Pensions: recent tenders are often based on the fact that some of the staff members have what are referred to as 'grandfather rights' meaning that those staff may now have access to join the LGPS where there is a TUPE transfer. No such provisions existed when the EHC contract was last tendered: and so, all other things being equal, this would mean a rise in costs when the contract is re-tendered; and since our estimate takes into account this fact for re-tendered prices, the current EHC price could be somewhat lower.
- Living Wage: the EHC contract was tendered for when the minimum wage was set at a much lower level than the current Living Wage: and again, since our assessment is for current contract prices which include the effect of the Living Wage, the current EHC price should be somewhat lower.
- Contract management: The current contract attracts very few defaults. This suggests the contract is working well, and our observations support this; however, in a new tender process, bidders may need to build in contingency for higher levels of remedy and default in order to manage risk.
- Surety of work: Having been contracted to John O'Connor for a significant period of time, the contractor will have gained an understanding of the contract and the levels of demand required. Therefore, the turnover for John O'Connor is a known factor, so as an organisation they are able to make the contract as efficient as possible, whilst delivering a regular turnover and profit. A new contractor would have to consider the commercial risk of the contract.

4.0.7 Having said that prices could be expected to rise, the Council should remember that market forces will affect the procurement, and therefore the prices actually tendered. So, whilst an increase looks likely, that rise may not be to the extent indicated by our estimate.

4.0.8 In a competitive process, some contractors will be keener than others to win the contract and would be expected to tender accordingly; we would also expect a keen tender from the current contractor, who has knowledge of the actual costs of undertaking the work, where profits can be made and the financial risks of the contract.



5 Potential Cost Reductions

5.0.1 As part of our work, we were also asked to consider overall cost savings that could be delivered by the Council. In terms of cost savings, the nature of grounds maintenance services and particularly those procured competitively, means that often the only savings that can be made in terms of how services are operated, would be to reduce services and therefore standards. In simple terms this means undertaking less grounds maintenance or other services undertaken by the department (e.g. litter bin emptying).

5.0.2 At this stage, there are a few aspects of the service that seem to have options for reducing costs:

Capital Provision

5.0.3 It is likely that as much as half of the cost of the new contract will be attributed to the capital purchase of plant and equipment. An option for the Council is to offer the successful contractor capital borrowing at a lower rate than the contractor would be able to secure on the open market; which would reduce the cost of plant and equipment provision for the contract.

5.0.4 We have worked with contractors on recent procurements who have wanted to take up this borrowing option and have offered significant savings to the Council, but this is specific to each contractor; and we have worked with other contractors which have not been able to offer significant savings using this facility.

Verge Cutting

5.0.5 Currently the County Council has set its verge cutting standards at a level which ensures the grass height is safe for the public, but no better. This means the grass verges that are the responsibility of the County Council should be cut to 250mm (rural verges) and 150mm (urban verges); with the County Council paying EHC to undertake the work at the appropriate rate

5.0.6 As with many local authorities around the country, EHC has traditionally believed that these standards are not good enough and has asked its contractor to cut the verges to 150mm (rural verges) and 80mm (urban verges) to improve the standards. This improvement currently costs EHC approximately an additional £114k per annum.



5.0.7 In terms of delivering cost savings, the Council could revert the verges grass cutting to the standards required by the County Council. The Council could either hand responsibility back to the County Council to undertake the cutting, to its standards and using its own resources; or could simply revert to the County Council's standards for the new contract. In both cases this could save in the region of £100k, because it is likely the Council would need to invest some additional resource into its customer service team to handle any increase in complaints; so the full £114k saving would be unlikely to be delivered.

General Grass Cutting

5.0.8 In addition to verge cutting, the Council has various other grass areas in its contract (e.g. general amenity, box mowing high amenity). The only way to reduce grass cutting costs on a contract like this, is to cut the grass less frequently and ultimately lower the standards that will be delivered around the district.

5.0.9 This could be considered before the procurement process commences, but we have not observed any great desire to reduce standards by the stakeholders at this stage.

Network Homes

5.0.10 The Council currently undertakes grass cutting and other works for Network Homes. The housing association has decided to tender these works, so as a result the Council will be removing this work from the new contract; the Council will not be tendering for the work.

5.0.11 Whilst this is not a cost saving, simply a reduction in the overall service, removal of these items does reduce the workload and take with it some operational risk.

Bowling Green



- 5.0.12 Under the new contract, the Council will not be responsible for maintaining the bowling green located at Wellfields. Responsibility for this facility has been handed to the incumbent bowling club, with an annual payment being made to the club from the Council.
- 5.0.13 Again, this is not a cost saving, simply a reduction in the overall service, but does reduce the workload and take with it some operational risk.

Arboriculture Service

- 5.0.14 Currently the Council undertakes both routine and ad-hoc arboriculture work using a range of local contractors. The Council is due to re-tender this work (by procurement of a schedule of rates), and has the option to include this service in the new grounds maintenance contract.
- 5.0.15 Many of the national and local contractors that will be interested in the grounds maintenance contract, are able to undertake arboriculture works, and adding this to the contract could be attractive to contractors. The Council could benefit from the service being tendered and therefore exposed to competition in the overall package of works. The addition of arboriculture services is certainly something that should be discussed with potential contractors during the proposed soft market testing exercise.

Litter & Dog Bin Provision

- 5.0.16 Currently the Council spends approximately £(x)k per annum emptying and cleaning litter and dog waste bins covered by the grounds maintenance service. Our observations around the district, and the view of many of the stakeholders, show that in most cases litter bins and dog bins are provided in tandem; there are very few instances where a litter bin is not supported by a dog bin.
- 5.0.17 The reclassification of dog waste permits the co-collection of litter and properly sealed dog waste in the same containers. Many Councils have made this move as a cost saving measure as it allows containers to be emptied by the same vehicle, thus preventing multiple visits to the same site, and has the potential to reduce maintenance costs by decreasing the overall number of containers. By way of an example, in April last year another hertfordshire district council made the decision to



remove a number of dedicated dog waste bins and replace these with litter bins for the collection of both litter and dog waste, and we know many other authorities that accept dog waste in litter bins.

5.0.18 This provision should be reviewed before commencement of the procurement process. It may be that not all these bins are required, without decreasing the standards in parks for example.

6.0 A detailed analysis of the risks.

6.0.1 All major projects are open to risks, especially procurement projects which by their nature require contractors to submit prices for services; and in doing so estimate the costs of undertaking the work. It is hard to remove risks completely, but many of the risks associated with this project can be mitigated.

6.0.2 Table 2 below outlines some of the key risks to the project at this stage, and any mitigation that can be put in place to reduce the risk.

Table 2: Risks and Mitigation for the Procurement Process

Risk	Description	Mitigation
Bidders	There is a risk that the bidding market may not engage with the procurement, and the council will not have a strong list of potential contractors.	<ul style="list-style-type: none"> - Soft market testing to understand the factors that will keep bidders keen - Correct procurement process - Good documentation - Clear requirements and T&Cs
Affordability	The contract increases significantly in cost by procurement of a new contract	<ul style="list-style-type: none"> - Our work has shown that an increase in costs is likely - Good procurement process and documentation will help - Cost cutting options - Enabling some negotiation in the procurement process



		<ul style="list-style-type: none"> - Specification consideration
Depot availability	John O'Connor is due to vacate the depot at the end of the current contract, for it all to be used for the waste contract	<ul style="list-style-type: none"> - The Council has negotiated with the E&NH waste contractor, to retain the grounds maintenance depot space - Contract required?
Mobilisation	Not enough time for the contractor to mobilise for contract commencement	<ul style="list-style-type: none"> - Timetable planning - Currently looking comfortable - Good procurement process and good documentation



7.0 Recommendations

7.1 Procure a new contract

- 7.1.1 The current contract finishes in December 2019 and new arrangements will need to be put in place to replace the existing contract; and the Council does not have any options for extending the current arrangement with John O'Connor.
- 7.1.2 For the reasons discussed (e.g. human resources, health and safety, vehicles and equipment) we do not see in-house delivery of the services as a viable option; or one which the stakeholders wish to consider further.
- 7.1.3 On this basis, we believe the Council should procure a new contract, using one of the procurement procedures discussed, to commence at the end of the current contract.

7.2 Procurement Procedure

- 7.2.1 We have discussed the various procurement procedures available to the Council, and their characteristics. On the basis that the services are not complex, or require a large number of options we do not recommend the Competitive Dialogue Procedure; which can be costly in terms of expert time and internal resources. We also do not believe the Open Procedure provides the Council any advantages, as it involves limited pre-qualification and is very similar to the Restricted Procedure other than this factor. This leaves the Restricted Procedure and the Competitive Procedure with Negotiation as the recommended procedures for this procurement.
- 7.2.2 Given the timetables outlined in this report, we do not believe the Council needs to decide between these two procedures until it has undertaken some soft market testing. The soft market testing may highlight a preferred procedure for the bidding market, which will increase the attractiveness of the contract; the process may also refine some of the Council's thinking in terms of options, and reduce the need for Dialogue with bidders. In any case, the Council has time to consult the market before selecting the appropriate procedure, so this is what we recommend.



7.3 Budgets

- 7.3.1 Our work has shown that the Council could expect the costs of the contract to increase, and should therefore make provision for an increase when setting future budgets. As discussed in this report, there are areas where the Council could consider making savings, and this could reduce the impact of any increases in cost.
- 7.3.2 It is also the case that through a competitive procurement process (Restricted Procedure or Competitive Procedure with Negotiation) the Council could expect more competitive tenders than our estimate indicates, and this will become clearer through soft market testing. The Council could also expect a strong bid from the current contractor, who has an in-depth knowledge of how costs and risks are able to be managed on the contract, which will help maintain a competitive procurement process.

7.4 Litter Bins and Dog Bins

- 7.4.1 One of the areas where cost reduction could be considered, is the provision of litter and dog bins. Currently the Council places litter and dog bins next to each other in most locations. Legislation changes mean that these facilities could be combined for the new contract, not necessarily in every location, but perhaps in some places. Our cost estimation exercise has shown that the items covering litter bins and dog bins, could be expected to increase significantly for the new contract, as current unit rates are significantly more than the existing John O'Connor rates; so reviewing this provision prior to procurement would seem a sensible proposal.
- 7.4.2 Having reviewed the round sheets submitted by the current contractor, it also seems that most dog bins are half full when they are serviced; this would suggest that a degree of amalgamation is a possibility, or reducing the frequency of emptying.
- 7.4.3 Our recommendation is that this service is reviewed in more detail before procurement.

7.5 Soft Market Testing

- 7.5.1 Soft market testing is a very useful tool for the Council prior to making procurement procedure decisions, defining the services to be procured during the process and how the procurement documents should be written.



7.5.2 Essentially, we would support the Council in meeting with potential service providers, before the contract is advertised to the market. This gives the Council the opportunity to meet potential bidders to ask them about things that will affect the success of the procurement, for example:

- Which procurement procedure would be preferred by the market
- What contract term should the Council consider
- Contract terms & conditions
- Procurement timescales
- Mobilisation
- Indexation
- Financing the service and prudential borrowing
- Contract securities (Bond / Parent Company Guarantee)
- Lots and options (e.g. arboriculture, County Council verge cutting)
- Reducing costs of the current Specification

7.5.3 Given the timescales outlined in this report, we would strongly recommend the Council undertakes a soft market testing exercise, to fully understand the bidding market for this contract. We will build this into the overall procurement timescale, when planning for Phase B of the project.

7.6 Task and Finish Group Decisions

7.6.1 The timeline for using the Competitive Procedure with Negotiation requires an earlier commencement than using the Restricted Procedure (September 2018), so using this as the proposed scenario, how Task & Finish Group sessions could fit with the early stages of procurement:

Soft market testing	April/May 2018
Task and Finish 1	<p>T&F Group to Consider:</p> <ul style="list-style-type: none"> • Length of contract • The scope of the contract – maintain attractiveness to market • Inclusion of related services (e.g. arboriculture) • Style of Specification • The quality of service and



	performance standards
Task and Finish 2	<p>T&F Group to Consider:</p> <ul style="list-style-type: none"> • Dog bins and litter bin provision • Understanding of County Council verge cutting contract – and the decisions that shall be made during procurement • Cost saving options • Additional levels of sports pitch standards
Development of contract documentation	August 2018 to September 2018
Task and Finish 3	<p>T&F Group to Consider:</p> <ul style="list-style-type: none"> • Sign-off the contract documentation (if required)
Placing of contract notice	September / October 2018
Shortlisting from questionnaires (SQs)	November 2018
Inviting tenderers	November 2018
Receiving initial tenderers	January/February 2019
Task and Finish 4	<p>T&F Group to Consider:</p> <ul style="list-style-type: none"> • Decision regarding the County Council



Appendices

Appendix A – Cost Estimate

(Based on the December 2017 Valuation)

Appendix B – Photos