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## Part 2: Specification

Contract Reference: RBGKEW1448

Art Installers and Transportation Framework

(This document is for information)

## **1. About RBG Kew**

Royal Botanic Gardens, Kew (RBG Kew) is a world-leading plant science institute and top class Botanic Gardens, enjoyed by a wide range of people, which inspires a love of plants, nature and care for the environment. Our mission is to build an understanding of plants and fungi and contribute to solving some of the most critical challenges facing humanity today. RBG Kew has two UK sites, Kew Gardens in West London and Wakehurst in West Sussex.

The Kew Gardens and Wakehurst Programming teams curate and produce a varied programme of festivals, exhibitions and events across the year creating exciting connections with Kew Science, Horticulture and history. We work closely with artists, creative practitioners and external partners to animate the gardens for all our visitors and we are passionate about the opportunities our sites hold for unique and unexpected artistic and horticultural responses.

## **2. Scope of the requirements**

The purpose of this procurement exercise is to develop a Framework Agreement of between 1 and 3 approved Art installation and Transportation companies (Suppliers) to work with RBG Kew.

We expect the suppliers to provide installation and transportation services for artworks at Kew Gardens and Wakehurst. These could include a suspended centrepiece artwork within the Temperate House as part of our Annual Autumn Festival and support with Temporary exhibitions in the Shirley Sherwood Gallery situated at Kew Gardens.

### **2.1. Nature of work**

For each programme, a Supplier will be selected by RBG Kew from the framework via one of the “Call Off Procedures” detailed in Part 1: ITT, Schedule 2.

As per the Call Off procedures, the Supplier or Suppliers will respond to a Brief issued by RBG Kew. Depending on the programme, the Brief may be for any or all of the following programme deliverables:

- Art Transportation
- Fabrication of framework and or hanging systems
- Art installation

The Brief will detail the number of each programme deliverables required, as well as any particular requirements for the specific programme.

The Supplier will be able to use subcontractors to deliver some elements of the work, but the expectation is that the Supplier will have the facilities and team to deliver at least 50% of the programme deliverables themselves. The Supplier shall be responsible for the management of any subcontractor and shall notify RBG Kew that they are using subcontractors. RBG Kew shall reserve the right to reject any subcontractors they deem unsuitable.

### **2.2. Scale of Work**

We anticipate using the framework agreement for the following projects over the course of the maximum 4 years of the contract:

Project/Event	Frequency	Estimated budget (ex VAT) per project
Autumn Festival	Annual (September/October)	£40-70,000 (excluding VAT)
Shirley Sherwood Gallery Projects	Approximately one to two per year	£5-30,000
Other projects	Occasional	£3- 100,000
Summer 2028 (contingency for as yet unconfirmed programme)		£900,000

We may also choose to use this framework for any unforeseen requirements in addition to those detailed above and including projects at our Wakehurst site. A contingency value of £100,000 has been added to the total contract value to cover off these unforeseen requirements.

All Suppliers should be aware that being selected for the framework is not a guarantee of work.

## 2.3 Previous Experience

Kew is seeking Suppliers which have previous experience delivering projects safely and to budget at similar venues. Prior experience with the following is essential:

- Working in outdoor environments
- Working in listed buildings
- Working in heritage environments or locations which are archaeologically sensitive and ecologically protected
- Working at height in a complex location with restricted access

## 3. Services

The successful Supplier must be able to provide the following services.

### 3.1. Art Transportation

- Crating of artworks
- Transport Artwork from agreed location to RBG Kew
- Unload and unpack crates
- Condition checking of artworks
- Provide storage of crates
- Repack crates
- Transport artwork from RBG Kew to agreed Location

### 3.2. Fabrication

- Construction and deconstruction of false walls, including supply of materials
- Manufacturing of exhibition furniture to support the display of artworks, such as concrete bases or plinths and any wall mounted display units.
- Fabrication of metal frames for artworks to be suspended from ceilings

### 3.3. Art Installation & De-installation

- Design the installation methodology for artworks, for example this could include the design of a frame for artworks to be suspended from ceilings

- Undertake (or commission) a structural engineering assessment for the artwork installation and any required methodology or enabling works
- Supply/ hire all equipment and materials required for installation and deinstallation. Including but not limited to MEWPs to provide access for working at height
- Installation of any enabling works when necessary
- Installation of artworks including working at height or difficult locations
- Deinstall of artwork
- Deinstall of any enabling works when utilised

## **4. Practical Considerations**

### **4.1 Fabrication**

The Deliverables should be:

- Constructed off-site as far as possible
- Finished to a high quality
- Robust enough to be resist damage and wear and tear for the duration of the programme, from installation to deinstallation

### **4.2 Transportation**

The Supplier will be overall responsible for all practical aspects and costs of the transport of the Artwork including but not limited to:

- making relevant customs declarations
- obtaining import and export licences and other consents
- paying duties and taxes if applicable
- taking all necessary steps to ensure timely clearance and limit the risk of delays of the Installation Dates

### **4.3 Site Access**

The Access Gate to RBG Kew Premises and the Delivery Route across RBG Kew premises are limited and will be agreed in advance for each specific programme.

### **4.4 Storage**

The Supplier shall not be permitted to store anything on site following the Installation Dates and must remove from RBG Kew premises at the end of each of the Installation Dates any personal belongings.

### **4.5 Enabling Works**

The Supplier will be responsible for undertaking any enabling works required prior to Installation. Enabling works include, but are not limited to, undertaking a feasibility study, a structural engineering report and construction of a metal frame. It would also include any preparatory work and making good in the installation location, in addition to any structural engineering report required for siting heavy artworks or suspension of artworks from ceilings.

## **5. Potential Locations**

The most common locations for this contract are listed below. However, there may be a requirement for services at other locations during the term of this contract.

### **5.1 Kew Gardens**

#### **The Temperate House**

The Temperate House, a Grade I Listed Building and part of RBG Kew's built environment which affords it the World UNESCO Heritage Site status. Both the building itself and the living collections growing within it are unique and irreplaceable.

The Supplier cannot alter the fabric of the building (including but not limited to dismantling or drilling into walls or affixing articles thereto), other than as necessary to hang the artworks as agreed following preparation of the structural engineering assessment.

The supplier must take into account the weight being placed on the floor of the Temperate House, and how the fabric of the floor will be protected.

The interior of the Temperate House is subject to climactic conditions such as:

- temperatures between 10 and 30 degrees Celsius
- water and spray from horticultural hoses
- gusts of wind entering through the vent windows.

The hanging methodologies must be designed and installed to withstand these conditions.

The relevant sections of the Temperate House will be closed to visitors for the duration of the Installation and Deinstallation dates.

### **The Shirley Sherwood Gallery**

The Shirley Sherwood Gallery of Botanical Art was established in 2008 comprising 6 individual gallery spaces which are used for the display of a variety of contemporary art installations.

The Supplier cannot alter the fabric of the building other than as necessary to hang the artworks as agreed following preparation of the structural engineering assessment. The supplier must take into account the weight being placed on the floor or suspended from the ceiling of The Shirley Sherwood Gallery. The Supplier should take into account how the fabric of the floor will be protected and how the ceiling, walls and floors would be made good.

The interior of The Shirley Sherwood Gallery is subject to environmental conditions suitable for the display of historic and fragile materials:

- temperatures between 18 and 21 degrees Celsius
- humidity between 45-55%

The hanging methodologies must be designed and installed to withstand these conditions.

The Shirley Sherwood Gallery will be closed to visitors for the duration of the Installation and Deinstallation dates.

### **The Princess of Wales Conservatory**

Part of RBG Kew's built environment which affords it the World UNESCO Heritage Site status. Both the building itself and the living collections growing within it are unique and irreplaceable.

The Supplier cannot alter the fabric of the building (including but not limited to dismantling or drilling into walls or affixing articles thereto), other than as necessary to hang the artworks as agreed following preparation of the structural engineering assessment.

The interior of the Princess of Wales Conservatory is subject to climactic conditions such as:

- temperatures exceeding 22 degrees Celsius
- Humidity exceeding 80%

- water and spray from horticultural hoses

## 5.2 Wakehurst

A wild botanic garden in the heart of Sussex, home to the Millennium Seed Bank, over 500 acres of diverse landscapes and plants from across the globe. There are no specific locations identified for regular requirements at Wakehurst

## 6. Health & Safety

For RBG Kew to fully discharge its duties under the Construction (Design and Management) Regulations 2015, the Supplier will need to provide relevant health and safety documentation including Risk Assessments and Method Statements (RAMS) concerning the Artworks during Installation, Deinstallation and Festival Dates, with particular reference to design and fabrication.

For all programme deliverables, RBG Kew expects the Supplier to follow the accepted health and safety guidelines for different materials. For example, that all fabric used should be flame retardant, wood should be sanded down to remove rough edges etc.

Prior to installation, the Supplier must provide a full schedule of all works to be carried out alongside a risk assessment and method statement relating specifically to the installation and deinstallation.

All work must be completed in line with RBG Kew's Supplier's Code of Practice (Appendix 1, which sets out guidance and requirements relating to health and safety when working for and at RBG Kew sites and which the Supplier will read and acknowledge prior to work commencing. Some examples of considerations within the Code are as follows:

- Fire safety – no naked flame permitted. Fixtures, fittings and the surfaces of all walls and ceilings should be made of Class 0 materials or at least of materials which, when tested in accordance with BS 476 achieve Class 1 surface spread of flame. Drapes or curtains should not be placed across escape routes or exits. Hot works require a work permit. Fire extinguishers to be provided by person in charge of event
- Vehicle movement, loading and unloading - control of around the site, a loading plan
- Lone working – to always be avoided
- Working hours – comply with the working time directive
- Safeguarding children and vulnerable adults' considerations
- Equipment – RBG Kew tools and ladders are not lent out, Suppliers have to bring their own if required
- Trip hazards – there should be no obstructions or trip hazards present such as trailing cables

In addition to the Supplier's Code of Practice (CCoP) and depending on the nature of the work, Suppliers can expect that they will need to provide the following:

- PAT certificates for all electrics used on site
- Manual Handling certification
- Working at Heights certification
- Proven experience of art handling to accepted museum standards
- COSHH sheets for any hazardous substances brought on site, as well as a storage plan
- Details of any live or dead plant materials being brought on site
- Lists of personnel attending site
- Vehicle registrations for vehicles being brought to site
- Machinery certification such as IPAF
- Weights and measurements of particularly heavy equipment or materials

Suppliers shall also expect to be responsible for undertaking any necessary maintenance work to anything they install on our sites for the duration of the programme.

RBG Kew is committed to providing and maintaining healthy and safe working practices and environments for all employees, students, volunteers, temporary workers, suppliers and visitors. Suppliers will be expected to co-operate at all times and to work safely in accordance with all relevant and current health & safety legislative requirements.

## **7. Project management**

Successful Suppliers will be expected to provide excellent project management throughout including:

- A dedicated project manager
- A clear and consistent timeline, with clearly defined stages of sign-off
- A transparent budget
- Commitment to regular project meetings as well as occasional site visits

## **8. Timescales**

The Supplier will be required to meet RBG Kew delivery deadlines for various programme components (including for example Creative Response, Design iterations, etc.) and to be responsive to RBG Kew's requests for amendments and additional information. Approval deadlines will be set out at the beginning of a project and failure to meet these may result in a reduction in fee.

## **9. Sustainability**

RBG Kew has been the proud holder of the international standard for environmental management systems (ISO14001) since October 2005 and we were the first World Heritage status site to be accredited. As such, the Supplier is asked to support RBG Kew to actively reduce our environmental impact and work with us to achieve the goals in our **Sustainability Strategy**

### **9.1. Minimum mandatory requirements**

- The Supplier must comply with RBG Kew's environmental and sustainability policy (including a commitment to prevent pollution and minimise environmental risk through the delivery of the work)
- The Supplier must complete an annual sustainability supplier survey to allow RBG Kew to track sustainability commitments of its supply chain

### **9.2. Sustainability Expectations**

- All supplies should be recycled, recyclable and non-toxic whenever possible. For example:
  - Avoid PVC
  - Paper should contain 100% recycled content
  - All timber related products should be sourced within the UK and be Forest Stewardship Council certified
- The Supplier should report their scope 1, scope 2 and scope 3 carbon footprint annually (ideally publicly, but emissions data made available to RBGK would be sufficient). Vehicles should be compliant with the ULEZ specification

### **9.3. Sustainability innovation**

- The supplier should strive for additional support of sustainability and social value through the contract delivery.
- Examples could include: An in-house sustainability advisor with time allocated to support sustainability through this contract), development of a contract-specific sustainability report, provision of high quality apprenticeships within the contract, or sustainability certifications such as B-corp, or plans to align with nature-related impact reporting guidelines such as TNFD.

## **10. Insurance**

The Supplier shall be expected to maintain, with a reputable insurance company, various insurances, including but not limited to:

- professional indemnity insurance to a minimum value of £2m;
- public liability insurance to a minimum value of £10m; and
- employers' liability or equivalent to a minimum value of £5 million

RBG Kew may require the insurance values to be increased for particularly complex installations.

The Supplier will provide to RBG Kew copies of relevant certificates as requested.

## **11. Policies**

### **11.1. Equality, Diversity & Inclusion**

RBG Kew is committed to equality of opportunity for all in the delivery of a good, service or works and employment. We aim to ensure that our policies, strategies, procedures, services and all aspects of what we do incorporate equality objectives.

This is in line with equality key equality legislation that expects public authorities to eliminate unlawful discrimination and promote equality of opportunity in employment and in the provision of goods, facilities and services. Where functions and services are carried out by an external

supplier, RBG Kew remains responsible for meeting equality duties. We will take equality issues into account at all stages of our procurement process and we expect organisations that deliver goods or provide services on our behalf to promote equal opportunities within their businesses.

We are committed to ensuring that suppliers delivering services on our behalf share our equality vision and adopt anti discriminatory practices. People, partners and businesses working or providing services on our behalf must adhere to our equality principles and demonstrate all necessary steps are taken to provide equal access in employment and service delivery in accordance with equality legislation.

### **11.2. Other applicable policies**

The successful suppliers must comply with the following RBG Kew policies (Appendices 2 to 5):

- Safeguarding policy
- Health and safety policy
- Statutory Garden Regulations
- Biosecurity Guidelines

## **12. Payment profile**



RBG Kew will define payment milestones at the outset of each programme and make these clear to the Supplier. Milestones are attached to specific deliverables: for example signing agreements, delivering satisfactory responses to a brief, delivering satisfactory design concepts, installing and deinstalling on site to RBG Kew's approval.

The Supplier shall invoice RBG Kew by sending payment milestone invoices to the project manager, following the receipt of a Purchase Order number from RBG Kew. RBG Kew payment terms are strictly 30 days from receipt of a valid invoice. Invoices must show the correct Purchase Order Number received from RBG Kew.

## Appendices

Appendix 1	Contractors Code of Practice
Appendix 2	Safeguarding policy
Appendix 3	Health and safety policy
Appendix 4	Statutory Garden Regulations
Appendix 5	Biosecurity Guidelines

These appendices are provided as separate documents.