



# Bridgwater Town Council

## Amenities Department

### TCPW01 – Street Washing and Related Services Invitation to Tender (ITT) Information



#### Contents

Section 1 - Information .....	2
Section 2 – Project Detail .....	2
Section 3 - Specification .....	5
Section 4 - Scope of Procurement .....	7
Section 5 - Procurement Process.....	8
Section 6 - Award Criteria.....	8
7. Pricing Schedule.....	9
7. Terms for Submission.....	12
7.1 Closing Date & Submission .....	12

7.2	Proposed Schedule of Events .....	12
7.3	Confidentiality and Disclaimer.....	13
7.4	Response/Return of Invitation to Tender.....	13
7.5	Questions.....	13
7.6	Material Misrepresentation .....	14
7.7	Collusive Bidding .....	14
7.8	Bribery.....	14
7.9	Relationship with Members of the Council .....	15
8.	Risk Register.....	15

## Section 1 - Information

Bridgwater Town Council wishes to appoint a suitably qualified provider to provide Street Washing and Related Services to Bridgwater Town Centre areas within Somerset for a term of three years with an option to extend year on year up to a maximum of a further two years.

It is intended that contracts should commence November 2024.

Please note that the specification for the service is supplied within this document:

- A Pricing Schedule is enclosed and requires completion and return.

Tenderers are required to demonstrate the provision of Street Washing and Related Services in accordance the Specifications provided within their tender:

- Safe storage, handling, fitting and disposal of chemicals
- Training of staff/operatives to maintain an effective Service.

As a call off arrangement is envisaged, no guarantees of purchases are provided.

## Section 2 – Project Detail

Bridgwater Town Council is pleased to invite tenders for Street Washing and related services as laid out in the invitation to tender, and more fully within the specification documents.

The tender documents comprise of the invitation to tender and the ITT documents. This procurement is being conducted under the Crown Commercial Services Contracts Finder procedure and advertised on Bridgwater Town Council's website.

This ITT sets out the information which is required to assess the suitability of applicants in terms of their relevant experience, past performance, technical skills, resources, management skills, and methodology to meet the requirements of Bridgwater Town Council for the project.

The successful applicant will be required to deliver services in accordance with all documents & specifications.

The successful applicant will be responsible for acting in the best interests of Bridgwater Town Council and collaborating with them in the delivery of this service.

A list of requirements is stipulated within the invitation to Tender and will be required as part of the submission of the Tender; failure to submit will invalidate your Tender. You must submit your fixed price on the TDAC06 form and all requested documents by noon on **20<sup>th</sup> September 2024**. Late or incomplete Tenders will not be considered. There must not be any markings showing your company name on the envelope and the envelope must be marked 'Street Washing and Related Services Tender.'

Queries should be submitted in writing to Bridgwater Town Council and by no later than **6<sup>th</sup> September 2024** through the tender email address and responses will be circulated the following week.

Any and all questions or requests for clarification should be submitted in writing through contracts finder or to a dedicated email [procurement@bridgwater-tc.gov.uk](mailto:procurement@bridgwater-tc.gov.uk)

Bridgwater Town Council will consider any request for clarification raised in relation to any of the Tender Documents and may issue general guidance or waive or amend any provision of the Tender Documents. Such general guidance, waiver or amendment will be posted on the contract's finder site.

Responses to any clarifications will be provided to all prospective Tenderers. The written response shall consist of two parts; firstly, the enquiry referred to anonymously and secondly the response.

The Council reserves the right to issue supplementary documentation at any time during the tendering process to clarify any issue or amend any aspect of the ITT. All such further documentation shall be deemed to form part of the ITT and supplement and/or supersede any part of the ITT to the extent indicated.

It is the responsibility of the Tenderer to ensure no previous clarifications or questions have been provided prior to the Tenderer submitting a tender. Failure to do so may result in important information being missed which could affect submissions.

Other than the person or persons identified within the Summary of Instructions, no other person has the authority to give any information or make any representation (express or implied) in relation to this ITT or any other matter relating to the Contract.

If it is necessary to amend the ITT documents prior to the submission of tender proposals, or to extend the tender period, all applicants will be notified by email.

Bridgwater Town Council may either waive or insist on strict compliance with any requirement set out within this ITT.

Bridgwater Town Council reserves the right not to contract or contract only in part with any applicant.

Applicants:

- Shall either destroy or return all documentation related to the tender process if Bridgwater Town Council so directs.
- Shall ensure that tenders are both technically and arithmetically correct. Should Bridgwater Town Council discover any arithmetical errors in the Applicant's tender prices then these shall be pointed out to the Applicant who shall immediately correct the errors, or they shall be asked to withdraw its tender or hold the prices submitted, at the discretion of Bridgwater Town Council.
- Shall not alter the ITT documents. Tender proposals will be deemed to comply entirely with the terms stated therein unless the Applicant states otherwise in writing. If any alteration is made or if these instructions are not fully complied with, the tender proposal may be rejected.
- Will be deemed to have satisfied themselves as to the sufficiency of their tender proposal and to have included in it all costs which may be incurred in the delivery of the services. They shall also be responsible for satisfying themselves as to the accuracy of all information associated with the contract and that all eventualities have been included.

The contract will be entered into based on the total tender package (exclusive of VAT).

Payment terms will be 30 days or as otherwise agreed with Bridgwater Town Council.

The information supplied within this ITT and accompanying documents reflects Bridgwater Town Council's current view of the services required. Whilst the information in this ITT has been prepared in good faith, it does not purport to be comprehensive or to have been independently verified. This ITT is issued on the basis that:

- Bridgwater Town Council does not accept any liability, responsibility, or duty of care to any tenderer for the adequacy, accuracy, or completeness of this ITT or for anything said or done in relation to the procurement to which this ITT relates.

- Bridgwater Town Council does not make any (express or implied) representation or warranty either about the information contained in this ITT or on which it is based, or about any written or oral information that may be made available to any applicant.
- Nothing contained in this ITT constitutes an inducement or incentive in any way to persuade an interested person to pursue its interest, submit a tender proposal or enter into any contract.
- Neither this ITT nor any information supplied by Bridgwater Town Council should be relied on as a promise or representation as to its future requirements.
- This ITT is neither an offer capable of acceptance nor is it intended to create a binding contract nor is it capable of creating such a contract by any subsequent actions.

Applicants should complete and return:

1. **TCPW04** – Application for Bridgwater Town Council Approved Contractor.
2. **TCPW05** - Tenderer Declaration Form.
3. **TCPW06** – Form of Tender.
4. **TCPWC07** – Pricing Schedule.
5. Any supplementary documentation requested within the covering letter.

### Section 3 - Specification

The pricing schedule in Form TCPW07 will provide details of locations and total square metres of areas to be cleaned. Each area to be cleaned at least once per annum, areas to be cleaned to be decided 1 month prior to scheduled clean.

In addition to the contracted works, one off visit may also be required which is usually for the removal of graffiti or urgent cleaning requirements. The Contractor should submit an hourly rate for this work.

There may also be a further requirement to revisit some areas to remove bird faeces; particularly in Bridgwater Town Centre during nesting season. A price per treatment for Fore Street and High Street will be required for this.

The successful contractor will be required to submit a method statement of how the proposed works will be undertaken, what control measures will be put into place for example:

- Location of work
- Description of work
- Risk Assessments
- Method Statement
- Plant & Equipment to be used

- Control Measures
- Staff Training
- Lone working and Dealing with Awkward Customers

The contractor shall pre-inspect all paved areas to evaluate the differing surfaces that require cleaning.

The contractor shall ensure that all treated areas are free of graffiti, trapped rubbish, grime, bird droppings, and chewing gum upon completion of the works.

The contractor shall also allow for the washing of street furniture within the specified cleaning areas. This shall include litter bins, benches and street signage. Any stains that cannot be removed fully should be given additional treatment to minimise its visual impact.

All operations will be undertaken in a manner, which will minimise the removal of sand and mortar from paving slabs and blocked paved surfaces.

Where sand is removed from block-paved areas during the cleaning operation, the contractor will be required to re-dress the area.

The Contractor should be aware that the street washing programme is a key element of Bridgwater Town Council and the finished results will be open to public scrutiny.

All operations will be undertaken outside normal working hours at a time to maximise efficiency and minimise inconvenience to the resident and business within the prescribed areas.

The site must be left clean and tidy upon completion of works and any waste materials to be removed from site.

Any works being carried out by the contractor will be inspected by the Council on a daily basis. When undertaking works, the Contractor must report any problems to the Council on a daily basis.

Forty-eight hours prior to street washing commencing, the contractor will leaflet all business premises in the relevant area stating our intentions and when it will begin. The Contractor will be expected to take necessary precautions to prevent any run-off or spray entering buildings, staining of windows or shop frontage.

Any soiling/damage caused by the street washing will be the responsibility of the Contractor to remedy and the Contractor will indemnify the Council against any damage arising from the carrying out of works as part of this contract.

The contractor must take into account predicted weather conditions and must not commence works when overnight temperatures are predicted to fall on or below freezing.

Within 14 days of the award of this contract the Contractor will submit for the Council's approval a programme of work, which will take into account for the first clean of the year being programmed for November.

The Contractor should be aware that cleaning should be achieved within specified times unless otherwise agreed by the Council

It is possible this contract or parts of the contracted works will be subject to cancellation and/or changes made to total areas to be street washed, and frequency, dependant on budgetary constraints and this will cause a downward movement in the overall contract value.

In the event that the contractor is unable to finish the work within the specified timescale, the Council reserves the right to terminate the contract.

The contractor shall be responsible for the provision and cost of all water used and shall price the work accordingly.

The contractor shall be liable for any additional expense incurred by the Council in arranging for the works to be carried out/completed by an alternative supplier.

The above list of work is not conclusive and continual work is not guaranteed. We reserve the right to alter, reduce and add to these requirements as necessary to meet the ongoing needs of the business. There may be a requirement during the contract term to provide services in other locations within Bridgwater. This will also be on a call off basis and cannot be guaranteed. All work issued will be placed by purchase order. Acceptance of a tender and any contract subsequently offered does not guarantee a minimum amount of work nor does it provide the right to exclusivity to the successful bidder. Washing Pricing Schedule

The list of work is not conclusive and continual work is not guaranteed. We reserve the right to alter, reduce and add to these requirements as necessary to meet the ongoing needs of the business. There may be a requirement during the contract term to provide services in other locations within Somerset this will also be on a call off basis and cannot be guaranteed. All work issued will be placed by purchase order. Acceptance of a tender and any contract subsequently offered does not guarantee a minimum amount of work nor does it provide the right to exclusivity to the successful bidder.

#### Section 4 - Scope of Procurement

Bridgwater Town Council wishes to appoint a principal contractor for the refurbishment and upgrades to Bridgwater Arts Centre. We are looking for a complete and costed solution for this work.



Bridgwater Town Council are looking for a high-quality solution for the refurbishment and upgrades to Bridgwater Arts Centre from high quality bidders that deliver a service that is demonstrably focused on the needs of Bridgwater Town Council. Tenderers are requested to study the specification document in detail and ensure that the specified requirements can be met that are stated within the document and thus your understanding of our requirements is reflected in your pricing schedule return.

Bridgwater Town Council wish to secure efficiencies and economies of scale by means of a procurement exercise for meeting the requirements detailed within this documentation, achieved through the **Most Economical Advantageous Tender** submitted.

The principal benefits anticipated by Bridgwater Town Council in this procurement include:

- Ability to maximise opportunities for best value and efficient services.
- To allow bidders to explore efficiencies, this may be possible by suggesting innovative and cost-effective solutions.
- Presentation of cost savings to Bridgwater Town Council to maximise economical operational efficiency and value for money.

The basis of the contract will include the Street Washing and Related Services.

Bridgwater Town Council is a public sector body, and we must observe various restrictions and decision-making processes.

## Section 5 - Procurement Process

This is a procurement exercise conducted in accordance with an open Procedure commonly used in public sector procurement exercises.

This procurement will take place via an Invitation to Tender for the contract. As part of the tender process, we may wish to conduct site visits to your references' sites identified to moderate the score given in Section 6. Bridgwater Town Council will advise Tenderers of such requests during the tender process.

## Section 6 - Award Criteria

Tenders will be evaluated against the award criteria detailed in **TCPW08**. The Council shall not be obliged to accept the lowest tender.

Each Tender will be checked initially for compliance with all requirements of the ITT.



During the evaluation period, the Council reserves the right to seek clarification in writing or by means of a clarification meeting from any or all of the Tenderers, to assist it in its consideration of Tenders.

The Council reserves the right to accept the whole, any part or no part of any Tender submitted.

## 7. Pricing Schedule

The successful tender will be chosen on the basis of the most economically advantageous tender. This will be based on the following criteria (not in order of priority) and the contractor is to demonstrate how this will be achieved. This information is to be included in the tender submission:

<b>CRITERIA</b>	<b>% WEIGHTING</b>
Provision of Name and Contact details of the person responsible for completing the Offer Schedule [comprised in Tenderer Questionnaire]	Mandatory Information
Self Certification Questionnaire [comprised in Tenderer Questionnaire]	Mandatory Information
Minimum Insurance Requirements as specified in this document [comprised in Tenderer Questionnaire]	Mandatory Information
Acceptance of the Council's terms and conditions without amendment, variation or qualification	Mandatory information
Quality	60%

20marks maximum	Please provide details of the service you can provide. Within your answer, please tell us your ability to meet our requirements. Include in your answer your past experience and any qualifications that make you suitable for this contract.
15 marks maximum	Please provide details of any equipment you intend to use to meet our requirements. Include in these details of the vehicles, plant and equipment you will use, and what arrangements you will have in place regarding the water supply including compliance with local water authorities or their agents. Also,

	include the number of staff you would have available to work on this contract.
10 marks maximum	Please tell us about your approach to Health and Safety and your ability to mitigate any health and safety issues.
5 marks maximum	Please provide details of any warranty you will provide with your services.
10 marks maximum	Social Value – Please explain how you will support the local environment and economy include in these details of any community engagement activities which you may be able to offer. Also, please include in your answer your approach to recycling and single use plastics. Include in your response your use of any hazardous chemicals and how you intend to protect the local environment from them.
Price	40%
TOTAL	100%

### Evaluation Notes

The Council will evaluate each Tender and award the contract to the supplier/s that offers the most economically advantageous tender proposal based upon the Councils' overriding requirements.

During the evaluation process the Council is at liberty to seek clarification on any aspect of a tender submission.

As part of this procurement the Council accepts no obligation in any way to award the contract to the lowest or any bidder; or consider any additional information received from suppliers other than that requested as part of the Tender.

Mandatory Information is not scored

Information scored on a Pass/Fail weighting must be provided. Unsatisfactory responses may result in your tender being disqualified

### Quality - Proposed Methodology

Tenderers must provide a full response to all of the questions relating to 'Quality' in the contractor questionnaire (schedule 5) and should set out how you will meet all of the requirements set out in the specification.

Tenderers are advised that it is compulsory to complete and return all the following documents, and failure to do so will mean that your tender is not considered.

1. Completion of Application for Bridgwater Town Council Approved Contractor (TCPW04)
2. Completion of Tenderer Declaration Form (TCPW05)
3. Completion of Form of Tender (TCPW06)
4. Completion of Pricing Schedule (TCPWC07)

Your responses comprise the formal offer to the Council and will form part of the resulting contract if your tender is selected for award.

Please note that the member of your organisation responsible for your submission and their contact details must be provided as part of the submission.

### Marking Scheme

Score out of 5 Quality	Score out of 10 Quality	Score out of 15 Quality	Description
0	0	0	No response received
1	1-3	1-3	Poor – missing key areas of information and failing to deal with the full scope of the requirement
2-3	4-6	4-7	Satisfactory – with many issues requiring clarification
4	7-8	8--11	Very Good –with some issues requiring clarification
5	9-10	12-15	Excellent – Outstanding with no reservations in adopting as supplier partner at this stage in the procurement

### **Section 5 - Pricing (40%)**

The tendered price must be set out to provide a detailed response to the price requirements set out in the Specification – information as required is detailed in the pricing schedule below.

There is no obligation on the Council to accept the lowest price of any tender.

**In the event of any extension to the initial contract period, the tendered rate will continue to apply without any increase being applied.**

## 7. Terms for Submission

### 7.1 Closing Date & Submission

The closing date and time for the receipt of submissions and all requested documentation relating to this tender is **12:00 hours (midday) on Friday 20<sup>th</sup> September 2024**. Late submissions will not be accepted.

Submissions will only be accepted if they are returned:

Via post to:

Bridgwater Town Council, High Street, Bridgwater, Somerset, TA6 3AS

Marked for the attention of: Scott Mason, Amenities Director.

Tender Documents can be found at Bridgwater Town Council's website:

[Bridgwater Town Council - Working with the community for the Community \(bridgwater-tc.gov.uk\)](http://bridgwater-tc.gov.uk)

### 7.2 Proposed Schedule of Events

The proposed schedule for the procurement process is as follows. However, the dates indicated, except for the return date should be regarded as indicative at this stage as Bridgwater Town Council reserves the right to extend and / or amend the timetable, as necessary. Any major changes will be discussed with potential tenderers.

Activity	Start Date	Finish Date
Invitation to Tender (ITT)	23 <sup>rd</sup> August 2024	20 <sup>th</sup> September 2024
Tenderers to submit any clarification questions	23 <sup>rd</sup> August 2024	6 <sup>th</sup> September 2024
BTC responds to any clarification questions	6 <sup>th</sup> September 2024	13 <sup>th</sup> September 2024
Submission Deadline	20 <sup>th</sup> September 2024 (12 noon)	
Tender evaluations	23 <sup>rd</sup> September 2024	27 <sup>th</sup> September 2024
Interviews (where required)	23 <sup>rd</sup> September 2024	27 <sup>th</sup> September 2024
Award of contract notification	Early October 2024	
Standstill period	30 <sup>th</sup> September 2024	11 <sup>th</sup> October 2024
Contract signing	Mid-October 2024	
Contract to start	November 2024	

### 7.3 Confidentiality and Disclaimer

This ITT is not an offer capable of acceptance but represents a definition of specific legal service requirements and an invitation to submit a response addressing such requirements.

Neither the issue of the ITT to you, your preparation and submission of a tender, or the subsequent receipt and evaluation of your tender by Bridgwater Town Council commits Bridgwater Town Council to award a contract to you or any other bidder, even if all requirements stated in the ITT are met. Bridgwater Town Council is not responsible directly or indirectly for any costs incurred by your firm in responding to this ITT and participating in Bridgwater Town Council's procurement process.

All firms shall keep strictly confidential all information contained in this ITT, and other information or documents made available to it by or on behalf of Bridgwater Town Council in connection with this ITT.

The firms shall not disclose, nor allow any such information to be disclosed. Submission of a formal response to this ITT will confirm your agreement to observe these confidentiality requirements.

Contact by the firms with Bridgwater Town Council during the bidding process should only be with the individuals named in the covering letter in Section 1 sent from Bridgwater Town Council as the Bridgwater Town Council tender contacts. Respondents shall not offer or give any consideration of any kind to any employee or representative of Bridgwater Town Council as an inducement or reward for doing, or refraining from doing, any act in relation to the obtaining or execution of this or any other contract with Bridgwater Town Council.

### 7.4 Response/Return of Invitation to Tender

Please provide a response to this ITT by completing the documents listed below and providing any additional or supporting information, which you consider appropriate. In completing the ITT, please adhere to the structure contained in this document and include "Not applicable" where appropriate.

Tenderers are advised that it is **compulsory** to complete and return all the following documents, and failure to do so will mean that your tender is not considered.

- 1. Completion of Application for Bridgwater Town Council Approved Contractor (TCPW04)**
- 2. Completion of Tenderer Declaration Form (TCPW05)**
- 3. Completion of Form of Tender (TCPW06)**
- 4. Completion of Pricing Schedule (TCPWC07)**

### 7.5 Questions

If you have any specific questions concerning this document or the process for submission of your proposal, then please email: [procurement@bridgwater-tc.gov.uk](mailto:procurement@bridgwater-tc.gov.uk). Only questions submitted to this email will be answered. It would be most helpful if queries could be submitted in one email rather than piecemeal within the deadline stated in 7.2 of this document.

All responses to received and any communication from tenderers will be treated in strict confidence.

## **7.6 Material Misrepresentation**

Bridgwater Town Council shall reply on the information provided by the bidder in relation to its offer. In providing the services as specified in the Invitation to Tender documents the successful bidder/tenderer shall comply with the contents of its offer as failure in this respect may constitute a material breach of contract.

## **7.7 Collusive Bidding**

Collusive bidding is unacceptable by Bridgwater Town Council. Any tenderer that is discovered by Bridgwater Town Council to be circumventing rules or the law during this tender process will automatically be disqualified from the tender process.

This applies to any bidder who:

- a).** Fixes or adjusts the amount of this bid by or in accordance with any agreement or arrangement with any other person, or
- b).** Communicates to any person other than Bridgwater Town Council the amount or approximate amount of his proposal (except where such disclosure is made in confidence to obtain quotations necessary for the preparation of the tender for instance), or
- c).** Enters into any agreement or arrangement with any other person that he shall refrain from bidding or as to the amount of any bid to be submitted, or
- d).** Offers or agrees to pay or give, or does pay or gives any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done, or causing or having caused to be done in relation to any Offer or proposed Offer for the Works/Services or any act or omission will be disqualified (without prejudice to any other civil remedies available to Bridgwater Town Council and without prejudice to any criminal liability which such conduct by a bidder may attract).

## **7.8 Bribery**

Bribery means any offence under the Bribery Act 2010 or related Laws creating offences in relation to offering, promising, or giving a bribe or requesting, agreeing to receive, or receiving a bribe.

The Contractor agrees with the Client that this Contract will operate based on zero tolerance being shown towards any Fraud and/or Bribery. The Contractor shall take all reasonable steps, in accordance with Good Industry Practice, to prevent Fraud and Bribery by Staff and the Contractor (including its shareholders, members, directors) in connection with the receipt of monies from the Client and with the operation of this Contract.

## **7.9 Relationship with Members of the Council**

If a candidate for any tender is to his knowledge related to any Member of the Council, the holder of any office under the Council, or any association with the Council, he, and the person to whom he is related shall disclose the relationship in writing to the Clerk. A candidate who fails to do so shall be disqualified for consideration.

Canvassing of Members of the Council or any committee, directly or indirectly, for any tender under the Council shall disqualify the candidate.

A Member of the Council or of any committee, shall not solicit for any person any appointment under the Council or recommend any person for such appointment but any such Member may give written testimonial of a candidate's ability, experience, or character for submission to the Council with an application for appointment.

## **8. Risk Register**

A Risk Register is currently being updated, however some of the key risks are noted below:

- Environmental impact
- Damage to Infrastructure
- Health and Safety Concerns