## RAMPTON PARISH COUNCIL

## **Invitation to Tender**

# For Concrete Skate Park in Rampton, Cambridgeshire

Closing date and time for submission of tenders:

Friday 27th August 2021

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#### **KEY DATES**

Tender return date no later than Friday 27th August, 16:00hrs.

**Tenders must be sent by post or hand delivered to:** The Parish Clerk, Lantern House Barn, The Green, Rampton, Cambs, CB24 8QB

#### **CONTACT**

Rampton Parish Council Contact for this procurement is:

Moyra Mould, Parish Clerk. Tel: 01954 200 345 / 07981 967 951

email: ramptonparishclerk@gmail.com

## PART A – INTRODUCTION, BACKGROUND AND INSTRUCTIONS FOR TENDERERS

#### **SECTIONS 1 - 5**

The following five sections set out some background to Rampton Parish Council (RPC)'s requirements including an outline procurement timetable, the instructions to be followed by tenderers and the evaluation process to be followed by RPC in the assessment of offers.

#### INTRODUCTION AND BACKGROUND INFORMATION

#### 1.1 INTRODUCTION / CONTEXT OF REQUIREMENT

The creation of a skate park in Rampton, Cambridgeshire, seeks to provide a local facility where fun, creativity, learning new skills and meeting others whilst keeping safe are encouraged. The project is focusing mostly on giving new opportunities to the younger generation of the village as well as others living nearby.

The local Parish Council RPC and its subcommittee Ramps4Rampton are leading the project. The RPC is allowing the skate park to be built on the village recreational ground which belongs to the RPC.

The local community from Rampton and nearby villages have already expressed their support in the project. The project team is now looking for an experienced skate park builder to work with.

The selected partner will have a good knowledge and experience of successfully securing funds from local grants and other national funds available.

The tenderer will ensure that any equipment installed is well designed, limits the opportunity for vandalism and has low maintenance aspects in order to ensure fewer maintenance re-visits. Equipment provided should demonstrate ease of maintenance and access to serviceable parts.

The project design will ensure that the installations are safe and fit for purpose, as well as being enjoyable for those who use the facilities. There will be varied and interesting skate aspects provided, thus maintaining a healthy, safe and enjoyable facility for all.

The project will provide a good range of facilities and will make the site accessible, attractive and sustainable for the neighbourhood.

The design brief and RPC's key requirements are detailed is Section 6 (Specification).

#### 1.2 SCOPE OF REQUIREMENT

The project comprises various stages detailed below. Most dates are indicative. Please note that the dates in **bold** are fixed and are not indicative:-

Stage	Description	Key Dates
Stage 1 – Tender Stage/ Initial design	The tenderer is to design the skate park based upon the design brief in section 6.	Submission of Tender 16:00Hrs 27 Aug 2021
	Responsibility of Rampton Parish Council (RPC). The tender submissions to be assessed by RPC and Ramps4Rampton and a short list of tenderers selected	Short listed tenderers should expect to be advised by 17 Sept 2021
Stage 2 - consultation	Short-listed tenderers will be invited to a consultation meeting.	Expected to be 8 Oct 2021
	<b>Responsibility of RPC.</b> Winning tenderer to be selected	Expected to be 15 Oct 2021
Stage 3 – Minor design changes and final design	The winning tenderer is to undertake minor changes to the skate park design based upon feedback from RPC. The final design is to be submitted to RPC for approval.	Final design to be available for submission to RPC by 05 Nov 2020
	<b>Responsibility of RPC.</b> Written Council authority confirms approval for contract to be issued.	Expected to be 12 Nov 2020
Stage 4 – contracts signed	Parties sign construction contract, subject to planning consent and successfully raising funds (Responsibility of RPC)	Expected by 19 Nov 2020
Stage 5 - Construction	The winning tenderer is to construct the new skate park in accordance with the contract.	Possible Construction Start Date Jan 2022.
		Successful completion of construction expected to be Mar 2022

#### 1.3 STAGES OF WORK

Success in being shortlisted will allow tenderers to take part in a tenderers' consultation meeting when they may present their proposals to RPC and Ramps4Rampton.

Success in being selected as the winning tenderer will only initially allow the contractor to undertake the consultation and minor design change stages, to the point of submitting the final design to RPC for approval.

Before signing a contract to build the skate park and proceeding with the construction stage the Contractor's revised design proposals must receive appropriate formal approval at a RPC meeting. Approval to proceed with the construction stage will thus be strictly on the following basis

- If RPC approves the final design it shall confirm this in writing which will give the contractor the authority to proceed to the construction stage.
- It shall be at RPC's sole discretion whether to proceed to award the contract to the successful tenderer.

In submitting a tender the tenderer understands and confirms he accepts that (given this phased approach to contract award) the contract will be awarded on the above basis.

RPC WILL REIMBURSE THE SHORTLISTED CONTRACTORS DESIGN COSTS OF UP TO £1,500 PLUS VAT ON PRODUCTION OF PROOF OF EXPENDITURE, IF RPC PULLS OUT DUE TO FUNDING OR PLANNING ISSUES.

#### 1.4 Financial stability of preferred tenderer

Tenderers should note paragraph 3.4 of section 3 which highlights that once a preferred tenderer is identified part of final due diligence will involve an assessment of financial stability of that tenderer.

#### 1.5 Budget

RPC has identified that a total sum of between £100,000.00 and £130,000.00 +vat is likely to be required for a project of that size.

RPC has agreed to put a small amount of money towards the project with the remainder been raised via local and national grants applications.

RPC is looking to secure the maximum amount of output from the successful tenderer(s) for the available maximum budget. The tenders will be marked on a 100% quality basis and price will <u>not</u> form part of the evaluation. However the quantity, scale and volume of each solution will be part of the evaluation and thus the more a tenderer is able to offer within his tender the greater the likelihood of scoring higher marks. Fixed prices are required from tenderers.

#### PROCUREMENT PROCESS AND TIMETABLE

#### 2.1 PROCUREMENT PROCESS

Detailed instructions about the submissions of tenders are set out in Section 4 - Instructions to Tenderers.

All bids received will be evaluated in accordance with the process described in **Section 3 – Evaluation of Offers** 

Once the successful tenderer is identified, he will be sent two copies of the (unsigned) contract document and instructions for contract completion will be included with that letter.

Section 5 below details the Conditions of Tender and Section 7 details the Conditions of Contract. The successful contractor will be required to comply with both. The latter will constitute the Conditions that will apply to any contract awarded at the end of this tender process.

There is no binding agreement between RPC and the successful tenderer until a signed and dated contract is in place.

#### 2.2 PROCUREMENT TIMETABLE

The timetable below sets out the pre-contract key dates in the procurement process. Most dates are indicative. Please note that the dates in **bold** are fixed and are not indicative:

#### PRE-CONTRACT TIMETABLE

Tender release date	13 July 2021
Submission of Tender Document	16:00Hrs 27 Aug 2021
Tenderers Consultation Meeting	Expected to be Friday 8 Oct 2021.
Deadline for Assessment of Tenders	12 Nov 2021
Award of Contract (subject to Planning and	19 Nov 2021
fundraising Approval)	

#### 2.3 TENDERERS' CONSULTATION MEETING

Short-listed tenderers will be invited to attend in-person or via teleconference a 'Tenderers' Consultation Meeting' expected to be on Friday 8 Oct 2021. Tenderers are requested to supply a contact name and number of a representative who is able to attend the tenderers' consultation meeting. Please could you supply this information as soon as possible after the tender release date by e-mailing or contacting:-

#### **Moyra Mould**

Tel: 01954 200 345

Email: ramptonparishclerk@gmail.com

#### **EVALUATION OF OFFERS**

Evaluation of offers will be carried out by a panel of Parish Councillors (and where appropriate other individuals/organisations selected by RPC) and members of Ramps4Rampton to ensure an appropriate breadth of experience and understanding of the issues covered by the tender submission.

#### 3.1 SELECTION CRITERIA

A number of selection criteria will be applied to the responses given by tenderers to the Business Questionnaire at Section 10. These selection criteria are the minimum criteria that RPC will require all its appointed service providers to meet or exceed and so are of a "pass/fail" nature.

The selection criteria are as follows:

	Qualifying Criteria		Assessment	
a)	Compliance with tendering procedure	Tenderers must submit a tender in accordance with the tendering process, complete with a signed Form of Tender and Pricing Schedule (Section 8) and Tendering Certificate (Section 9). A bid that is not fully compliant with the tendering process, and/ or without the Form of Tender and Pricing Schedule/ Tendering certificate appropriately signed will fail.	Pass / Fail	
b)	Insurance Tenderers must have the minimum levels of insurance which are as follows:		Pass / Fail	
		£5m Public Liability Insurance		
		£5m Employer's Liability Insurance	Insurance	
		£1m Professional Indemnity Insurance		
		or be willing to increase their current insurance levels to the above levels if they are successful. Paragraph 4.5 of Section 10		
		Any tenderer who does not meet the minimum insurance levels and is not willing to increase their insurance policies if awarded the contract will fail.		
c)	Health & Safety (H&S)	Tenderers are required to demonstrate their approach to H&S matters, by providing a copy of their H&S policy. Tenderers must also confirm that a) they have not encountered any Health and Safety Executive or Local Authority enforcing action in the last three years or b) if enforcing action has occurred in the last three years, it must be demonstrated that appropriate steps have been taken to rectify such problems (Paragraph 8 of Section 10) Any tenderers who cannot demonstrate the above will fail.	Pass / Fail	

	Qualifying Criteria		Assessment
d)	Experience and References	· ·	
e)	Ability to help with the project funding	Tenderers must be able to demonstrate their ability to help identifying, applying and securing funds for the project.  Any tender that exceeds the maximum budget will fail	Pass/ Fail
f)	Minimum scored standard of 'Safety of Design'	rachact of the "Sataty of Decide" (mathod statement	

#### 3.2 AWARD CRITERIA

Award Criteria will be based upon 100% of marks being allocated to Quality (non price) aspects which will be assessed by evaluation of a tenderer's response to the Method Statements and supporting information.

## Quality (non-price) - Method Statements and supporting information (100% of the final score)

Quality will be measured by an assessment of a tenderer's response to the Method Statement questions (with supporting information) set out in Section 11. The responses to Method Statements will be assessed by an evaluation panel of suitably qualified and experienced Parish Councillors together with (where appropriate) other individuals/organisations appointed by RPC. The individuals on the evaluation panel will award scores for the Method Statements reflecting their reasoned professional judgement as to the merits of each response. Overall, Method Statement evaluation will account for 100% of the total tender score.

Each response will be awarded a separate score out of 5, with 0 being the lowest and 5 the highest score. The definitions of each level of scoring are as follows:

0	Non-compliant response The tenderer fails to meet the requirement and/or tenderer response has not provided relevant information to answer or indicate a solution to the required contract requirements.
1	Unacceptable response The tendered response is partially compliant, but with serious deficiencies in the solution offered. This indicates there would be serious difficulties or inability in delivering the contract requirements.
2	Unsatisfactory response The tenderer response is partially compliant, with shortfalls in the solution offered. This indicates that not the all requirements of the contract would be met and there would be difficulty in delivering the contract requirements.
3	Acceptable response The tenderer response is compliant. This indicates that all the basic contractual requirements are met, but not exceeded and the contract would be delivered.
4	Good response The tenderer response is compliant clearly indicating that the tenderer can deliver the entire contract requirement and the solution offers some limited benefits beyond the stated requirements.
5	Excellent Response The tenderer response is compliant indicating that the tenderer has a comprehensive understanding of the contract requirements and the proposed solution will meet the contract standard and provide significant additional benefits beyond the stated requirement.

#### 3.3 Marking of quality (non-price) aspects of the tender

The table below summarises the Method Statement Questions that will be evaluated and their associated weightings. Quality will be assessed by evaluating tenderers responses to one or more specific method statement questions (the method statement question headings are listed in column A) and full questions listed in Section 11). The maximum percentage mark available for each individual method statement question is in Column B) and these will be scored using the 0-5 scale defined above.

A) Specific Questions (refer to Section 11 of Tender)	B) % score available per question
Design – 80%	
Q1 Design Integrity,	20%
Q2 Flow & Features	20%
Q3 Routing and Relationship of features.	10%
Q4 Range of use	10%
Q5 Safety of Design	10%
Q6 Suitability	10%
Construction and Safety – 18%	
Q7 Construction detail	8%
Q8 Warranty	5%
Q9 Health & Safety	5%
Other Factors - 2%	
Q10 Quality of Tender Submission	2%

#### **Example of non price scoring**

A worked example of the scoring of the quality aspects follows *(the scores are hypothetical)*. Formula applied -

% weight x points scored ÷ 5 (latter being maximum points available)

Method Statement Question	% weight	Points scored	Marks awarded
Q1 – Design Integrity	20%	2	8
Q2 – Flow	20%	4	16
Q3 – Routing	10%	3	6

#### 3.4 Awarding the contract

Tenderers should note that in the event that a bid is considered to be fundamentally unacceptable on any issue, then regardless of its other merits, that bid will be rejected. Throughout the evaluation process, the right is reserved to seek clarifications from tenderers, where considered necessary to achieve a complete understanding of the proposals received.

Following the initial evaluation of offers, tenderers may be invited to meet with Parish Councillors and Ramps4Rampton to clarify their bid in more detail. This may include an invitation to make a presentation in support of the bid.

Once the preferred tenderer (highest scoring tenderer) for each lot is identified, RPC will undertake an assessment of the preferred tenderer's financial stability as part of final due diligence checks. In the event of any undue or serious concerns over the preferred tenderer's financial stability RPC will discuss such issues with the preferred tenderer. In the event of serious concerns over the preferred tenderer's financial stability which cannot be reconciled/ satisfied RPC reserves the right to not proceed with the contract award with the highest scoring tenderer and to proceed to contract award with the next highest scoring tenderer that does not present an unacceptable level of financial risk that cannot be reconciled/ satisfied. Where credit rating information is not available for any particular organisation e.g. for a partnership, RPC reserves the right to request specific tenderers to provide their audited accounts / other financial data, and the information provided will be reviewed by RPC.

Once bid evaluation is complete, tenderers will be notified simultaneously and as soon as possible of any decision made by RPC over short listing or contract award.

Following notification of the award decision, the successful tenderer will be required to execute a written Agreement. Instructions for the completion of that contract will be provided to the successful contractor by RPC.

Tenderers must not undertake work or enter into any commitments for the subject matter of this tender in advance of the written Agreement being properly completed.

#### **INSTRUCTIONS TO TENDERERS**

- 4.1 We require you to submit **ONE PAPER** copy of your tender (and would suggest that you keep a further copy for your own records). We also require **ONE USB MEMORY STICK COPY** (certified virus free) to be submitted (**NOT via email**) in order that the submission can be shared easily among the evaluating officers.
- 4.2 Your offer itself should be set out as follows:

Please complete the sections in this document which request such completion:

- Section 8 Form of Tender and Pricing Schedule
- Section 9 Tendering Certificate
- Section 10 Business Questionnaire and related documents
- Section 11 Method Statements and Supporting Information
- APPENDIX B Warranty Form
- APPENDIX C Reference Page
- 4.3 Only the information contained within this invitation to tender document, or the accompanying documentation, or otherwise communicated in writing to tenderers, should be considered by you when making your offer.
- 4.4 Your total tender submission, as detailed above must be submitted as follows:-

The Parish Clerk
Rampton Parish Council
Lantern House Barn
The Green
Rampton
Cambs
CB24 8QB

The tender package or envelope must not bear any mark identifying the name of the tenderer. PLEASE NOTE this includes franking.

The return envelope/ package must bear the words "tender for concrete skate park in Rampton, Cambridgeshire" If courier or other special delivery services are used please ensure that the outside of any additional packaging also bears the above words. Your submission will be rejected if it is possible for the receiving officer to identify the sender.

- 4.5 The closing date for the submission of your tender is 16:00hrs on 27 August 2021. This time and date must also be shown on the return envelope. Tenders submitted after the time and date shown will be rejected and returned to the tenderer, unless clear evidence of posting (by first class post on a day preceding the closing date) is available. Tenders may not be submitted by e-mail.
- 4.5 If you require further information concerning the tender process or the nature of the proposed contract, please in the first instance put your query by email to Moyra Mould, Parish Clerk ramptonparishclerk@gmail.com
- 4.6 Should questions arise during the tendering period that in our judgement are of material significance, we will write to *all tenderers* to explain the nature of the question, and our formal reply. All tenderers

should then take that reply into consideration when preparing their own bids, and we will evaluate bids on the assumption that they have done so.

4.7 Tenderers should note that any questions raised after 27 Aug 2021 may not be answered.

#### **CONDITIONS OF TENDER**

#### 5.1 REPRESENTATIONS

A tenderer may contact the Contact Officers identified at the front of this document to obtain any further information about the requirements of the contract or the tendering procedures if these are not evident or clear from the documents supplied to tenderers.

No representation by any member, officer or Agent of RPC, nor any representation at all other than one contained in the contract documents about any matter which has a bearing on the contract shall constitute a term or condition of the contract nor a representation which gives the contractor grounds for rescinding the contract or claiming damages for misrepresentation.

#### 5.2 TENDERS EXCLUDED

No tender will be considered for acceptance if the tenderer has indulged or attempted to indulge in any corrupt practice or canvassed the tender with any member, officer or Agent of RPC. If a tenderer has, unknown to these bodies, indulged or attempted to indulge in such practices and the tender is accepted, then grounds shall exist for the termination of the contract and the claiming of damages from the contractor.

It is unlikely that any tender will be accepted which (a) is incomplete or inaccurately or inadequately completed or which purports to impose conditions other than those provided in the contract documents and (b) is delivered out of time or in a manner other than specified in these Instructions.

#### 5.3 FORM OF TENDER

The tender will be set out as described in the preceding section 4, Instructions to Tenderers.

#### 5.4 ACCEPTANCE

Acceptance of tender will be determined by RPC. RPC is not bound to accept the lowest or any tender.

The successful tenderer shall be required to sign and return to RPC two copies of the written contract document which shall then be signed, dated and completed by RPC (and one completed original returned to the Contractor).

#### 5.5 CANVASSING

Any tenderer who directly or indirectly canvasses any member or official or agent of RPC concerning the award of the Contract or who directly or indirectly obtains or attempts to obtain information from any such person concerning any other Tender or proposed Tender for the Services shall be disqualified. The Tendering Certificate at Section 9 must be completed and returned.

#### 5.6 COLLUSIVE TENDERING

In submitting a tender against this contract, the Tenderer confirms that he has not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person. The Tenderer also certifies that at no time, before or following the submission of the tender, has the Tenderer carried out any of the following acts: i) communicating to a person other than the person calling for the tenders the amount or approximate amount of the proposed tender, except where such disclosure, in confidence, of the approximate amount of the tender is necessary to obtain insurance premium quotations required for the preparation of the tender; ii) entering into any agreement or arrangement with any person that he shall refrain from tendering or as to the amount of any tender to be submitted; iii) offering or paying or giving or agreeing to give any sum of money 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 other tender or proposed tender for the said work any act

or thing of the sort described above. The context of this clause the word 'person' includes any persons and any body or association, corporate or unincorporated and 'any agreement or arrangement' includes any such transaction, formal or informal and whether legally binding or not.

#### 5.7 FREEDOM OF INFORMATION ACT AND DATA PROTECTION

The Freedom of Information Act 2000 requires RPC to disclose information it holds on request even where that information was collected prior to 2005. Information will only not be disclosed where a statutory exemption applies. In providing information to RPC tenderers therefore accept that such information may be disclosable under the Act and should not provide information as part of this tender on an "in confidence" basis. Any information that the tenderer considers should not be disclosed because an exemption applies should be clearly marked as such and the reasons for claiming an exemption provided. However the final decision as to whether information should be disclosed or not (including the application of the public interest test) shall remain the decision of RPC. RPC shall retain information gathered as part of this tender exercise in accordance with its Retentions and Deletions Policy.

Where applicable, the tenderer shall (and shall procure that any person (e.g. a sub-contractor or consultant or professional advisor) involved in this tender) be registered under the Data Protection Act 2018 ("DPA") and observe all their obligations under the DPA which arise in connection with this tender. Where the tenderer is processing personal data (as defined by the DPA) as a data processor for or in relation to BPC the tenderer shall ensure that it has in place appropriate technical and organisational measures to ensure the security of the personal data (and to guard against unauthorised or unlawful processing of the personal data and against accidental loss or destruction of, or damage to, the personal data), as required under the Sixth Data Protection Principle in Schedule 1 to the DPA. From time to time RPC may require the tenderer to provide RPC with such information as BPC may reasonably require in order to satisfy itself that the Contractor is complying with its obligations under the DPA and the tenderer shall promptly notify RPC in writing of any breach of the measures required to be put in place by this Invitation to Tender.

#### 5.8 PUBLIC RIGHTS OF AUDIT

The Audit Commissions Act 2014 and the Accounts and Audit Regulations 2015 entitles members of the public, for a limited period each year, access to RPC's records so that they can audit them. For the purposes of this exercise, RPC's records include contracts that RPC has with its suppliers. Tenderers should note that any contract awarded at the conclusion of this procurement may be disclosed to a member of the public during the audit period. RPC will take reasonable steps to ensure that data falling within the ambit of the DPA and any commercially confidential material that would, in RPC's judgement, fall within an exemption provided under the Freedom of Information Act 2000 is not disclosed.

## 5.9 GOVERNMENT TRANSPARENCY INITIATIVE - PUBLICATION OF TENDER DOCUMENTS AND CONTRACTS

The Government has set out the need for greater transparency across public sector organisations to enable the public to hold public bodies and politicians to account. As part of this initiative Government is asking local authorities to publish on line all tender documents for new tendered contracts valued over £500 and the resulting contracts. Tenderers tendering for this contract should be aware that if their tender is successful the resulting contract may be disclosed to members of the public. In some circumstances limited redactions will be made to comply with existing law.

#### 5.10 QUALIFICATION

Tenders should not be qualified, conditional or accompanied by statement that might be construed as rendering the tender equivocal. Qualified, conditional tenders may not be considered. RPC's decision as to whether or not a tender is in an acceptable form will be final.

No alteration or addition shall be made to the Form of Tender, pricing schedules or any part of the Invitation to Tender except where expressly allowed or as provided in the paragraph below.

Tenderers must obtain for themselves all information necessary for the preparation of their tender and satisfy themselves that the quality and standards specified by themselves or RPC are appropriate. Information supplied to tenderers by RPC or contained in RPC publications is supplied only for general guidance in the preparation of the tender. Tenderers must satisfy themselves as to the accuracy of any such information and no responsibility is accepted (or warranty given) by RPC for any loss or damages of whatever kind and howsoever caused arising from the use by tenderers of such information.

Tenders and supporting documents shall be in English and any contract subsequently entered into and its formation, interpretation and performance shall be subject to and in accordance with the law of England and subject to the exclusive jurisdiction of the English Courts.

#### 5.11 WARRANTIES

In submitting its tender, the tenderer warrants, represents and undertakes to RPC that:

- All information, representations and other matters of fact communicated (whether in writing or otherwise) to RPC by the tenderer, its staff or agents in connection with or arising out of the tender are true, complete and accurate in all respects, both as at the date communicated and as at the date of tender submission;
- It has made its own investigations and research and has satisfied itself in respect of all matters (whether actual or contingent) relating to the tender and that it has not submitted the tender and will not be entering into the contract (if the same be awarded to the tenderer by RPC) in reliance upon any information, representation or assumption which may have been made by or on behalf of RPC;
- It has full power and authority to enter into the contract and perform the obligations specified in the Contract Documents and will, if required, produce evidence of such to RPC;
- It is of sound financial standing and has and will have sufficient working capital, skilled staff, equipment and other resources available to it to perform the obligations specified in the Contract Documents; and
- It will not at any time during the duration of the contract or at any time thereafter claim or seek to
  enforce for the purposes of this contract, any lien, charge, or other encumbrance over property of
  what nature owned or controlled by RPC and which is for the time being in the possession of the
  tenderer.

### PART B - RPC'S SERVICE REQUIREMENTS

### **SECTIONS 6 - 7**

This part sets out RPC's service requirements and comprises the Specification for the Service and the Contract Documents (these will apply to any contract that may be placed as the result of this Invitation to Tender).

#### **SPECIFICATION**

#### **Design Brief**

#### Introduction

Rampton Recreational Ground is owned and managed by Rampton Parish Council.

Two potential positions for the new concrete skate park have been identified and are shown on the attached location plan.

#### **New Skate Park – The Requirement**

The footprint of the new Skateboard/Skate facility is likely to be between 400 and 500 sq metres in area.

Section 1 paragraph 1.2 of the Invitation to Tender details the main stages and the requirement of the tenderer and further stages after the award of tender, these stages are summarised as follows:-

Stage 1 – Tender Stage/ Initial design

Stage 2 – consultation

Stage 3 – Minor design changes and final design

Stage 4 – contracts signed

Stage 5 - Construction

#### **RPC Key Requirements**

- 1. The submitted design <u>must</u> be within one of the location specified on the attached location plan. The area shown is the maximum footprint. However if the tenderer wishes to submit a design which has a smaller footprint then this is acceptable
- 2. The design submitted should be of suitable quality and clarity to be incorporated into the Planning Application for formal consent for the works that will be submitted as soon as practically possible after the selection of the contractor
- 3. There is a requirement to **light** the skate park for use in the evening however the lighting should be designed to minimise disturbance to nearby residences and it should be on a timer and or motion sensor. It would be worth considering the lighting to be located so the MUGA already there benefits from it.
- 4. All elements of the submitted design are subject to approval by RPC.
- 5. The design must cater for scooter and skateboard users.
- 6. All edges should be finished in metal where appropriate to prevent damage to the concrete.
- 7. Surface drainage must be incorporated in the design.
- 8. Skate park designs incorporating features constructed below ground will be permitted but must take into account any buried services or features.
- 9. The maximum height above the existing ground level for any feature included in the skate park design must be no higher than 2 metres
- 10. Construction will require the building of a temporary access surface across a grass open space to get to site.
- 11.RPC would like to see as many as possible of the following elements incorporated into the design:
  - o Jump Box 1200mm high
  - o Quarter Pipe Extension 1800mm high

- o Quarter pipe 1200 mm high
- o Curved quarterpipe with hips 1200mm high
- o 360<sup>0</sup> Rollover 500mm high
- o Jumpbox 1200mm high
- o Hipped Mellow driveway 600mm high
- o Plinth ledge 420mm high
- o Round flatbar 370mm high
- o 150mm Manny pad 4m long
- o Roll in 1650mm hihg
- o Penny bank extension 2000mm high
- o Flatbank 1200 mm high
- o 2 x benches
- o 2 x litter bins
- o 2 x table tennis tables

#### TIMESCALES AND CONSTRAINTS

If the project is approved by RPC it is desired to have the skate park completed by the end of March 2022.

#### **PAYMENT PROFILE**

**Arrangements for payments will be agreed with RPC** and be in accordance with the provisions of the JCB Minor Works Contract with Contractors Design 2011

#### **COST IN USE**

Please submit with your tender an advisory note on cost in use and anticipated maintenance costs for the structure and equipment provided. These costs will not form any part of this contract and will not be scored

#### **SECTION 6, SCHEDULE 1**

#### Payment Profile

The payment arrangements for the project shall be as follows: -

- Subject to prior agreement at the time of signature of the construction contract, stage or periodic payments may be made throughout the contract.
- Final Payment to be made on the successful construction of the skate park (**Stage 5**) within the agreed timescale and after a joint inspection has been carried out to determine any remedial works that need to be carried out. RPC reserves the right to apply a retention of **10%** of total contract value pending completion of any remedial works.

RPC reserves the right to impose **Liquidated and Ascertained Damages** if construction is not completed within the agreed timescale

#### SITE WORK SPECIFICATION

#### **CONTENTS**

#### PART 1 GENERAL

- 1.1 ENTRY ONTO THE SITE
- 1.2 SURVEY OF HIGHWAYS, PROPERTIES, LANDS AND CROPS
- 1.3 LEVELS AND REFERENCE POINTS
- 1.4 SITE FENCING AND GATES
- 1.5 INTERFERENCE WITH LAND INTERESTS
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- 1.16 SITE COMPOUND
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#### PART 2 EXCAVATION, BACKFILLING AND RESTORATION

- 2.1 EXCAVATION
- 2.2 TOPSOIL FOR RE-USE
- 2.3 FILLING ABOVE GROUND
- 2.4 DEWATERING AND TEMPORARY WORKS

#### **PART 1 – GENERAL**

#### 1.1 ENTRY ONTO THE SITE

- 1. Site specific constraints are contained within the Project Briefs (1 to 5), please see section 6 (Design Briefs) of this document.
- 2. RPC has right of access to the Site.
- 3. The Contractor shall keep all public highways and footways affected by the Works clear of construction debris.
- 4. The Contractor shall provide and use high-pressure wheel-cleaning equipment to prevent material being deposited onto the public highway at all exit and entry points from the Site.
- 5. The condition of all roads and footpaths, either public or privately owned, which are to be used as accesses to the Site shall be inspected and recorded by the Contractor and agreed with BPC before the construction commences. The Contractor shall repair all such roads and footpaths upon Completion to a condition at least as good as before the work commenced.
- 6. The Contractor shall satisfy himself of the adequacy of the Site access for his intended method of construction and equipment, and, where deemed necessary, provide any additional protection or temporary measures.
- 7. Access to the Site is described in the Project Brief, any vehicular access must be undertaken using a suitably competent and experienced banksman as access points are used by or are near to pedestrian footpaths.
- 8. Access to the Site shall be managed by the Contractor to avoid undue disturbance to the properties in the vicinity of the Site. The Contractor shall confine his access on the Site to the areas where Works are required and on routes agreed with RPC.
- 9. Footpaths adjacent to the Site shall remain open for the duration of the Works or if this not possible, proper temporary diversions should be installed. 7 days clear notice is required for any footpath closure or diversion
- 10. Sufficient Site signage must be provided to ensure safe operation of the Site. The location and form of signage shall be agreed with RPC.
- 11. All construction plant shall be cleaned before entering the Site.

#### 1.2 SURVEY OF HIGHWAYS, PROPERTIES, LANDS AND CROPS

A survey shall be carried out as described under 1.6.3

#### 1.3 LEVELS, REFERENCE POINTS AND SETTING OUT

- 1. All levels shall be based on Ordnance Datum Newlyn.
- 2. All levels for the Skate park to be established and set out on Site by the Contractor and agreed with BPC
- 3. No levels shall be provided by RPC

#### 1.4 SITE FENCING AND GATES

1. Where existing gates or fencing has to be removed the Contractor shall reinstate them before Completion. The Contractor shall erect and maintain temporary fencing/gates until reinstatement is completed.

#### 1.5 INTERFERENCE WITH LAND INTERESTS

- 1. Dogs will not be permitted within the limits of the Site.
- 2. No person shall reside on the Site.
- 3. No fires shall be allowed on Site or on any land owned by RPC.

#### 1.6 PROTECTION AGAINST DAMAGE

#### Structures

- 1. The Contractor shall ensure that no damage is caused to any existing structure as a result of his Works. The Contractor shall undertake, in the presence of RPC's staff, a photographic survey of the Site prior to commencement of the Works. A record of the survey shall be issued to RPC prior to the mobilisation of the Contractor's plant onto the Site.
- 2. If damage is caused the Contractor shall, at his own expense, reinstate the structure to its original condition as indicated by the photographic survey.

#### **Footways and Landscaped Areas**

3. The Contractor shall ensure that no damage is caused to any existing footways/paths and landscaped/grassed areas including existing trees as a result of the Works. The Contractor shall undertake, in the presence of RPC's staff, a photographic survey of the Site prior to commencement of the Works. A record of the survey shall be issued to RPC prior to the mobilisation of the Contractor's plant onto the Site. Where damage has occurred and is identified as being caused as a result of the Works being undertaken by the Contractor, the Contractor will be liable at his own expense for the:

- a. Temporary measures required to prevent further deterioration to the area and surrounding area of damaged pavement or landscaped/grassed area.
- b. Protective measures required to prevent deterioration to areas of pavement or landscaped areas identified to potentially fail due to the activities of the Contractor.
- 4. If damage is caused the Contractor shall, at his own expense, reinstate the highways pavement (inc. footways), landscaped/grassed area to its original condition as indicated by the photographic survey and agreed with RPC.

#### 1.7 WORKS AFFECTING WATERCOURSES

#### Flood Defence Requirements

#### **Control of Pollution**

- 1. Consent to discharge water under the provisions for Control of Pollution in the Water Resources Act 1991 shall be obtained by the Contractor.
- 2. The Contractor may be subject to prosecution should pollution enter any watercourse.

#### **Water Resources**

- 4. Consent to abstract water under the Water Resources Act 1991 shall be obtained by the Contractor if required.
- 5. Any abstraction by the Contractor shall not reduce the ability of existing abstractors to exercise their rights.

#### 1.8 APPARATUS OF STATUTORY UNDERTAKERS, HIGHWAY AUTHORITIES AND OTHERS

- 1. The Contractor shall be responsible for liaising with RPC and any services providers or owners of underground apparatus as to the location of any buried services or apparatus.
- 2. The Contractor is responsible for ensuring buried services are not damaged or disrupted.

#### 1.9 ENVIRONMENT AND SUSTAINABILITY

- 1. The Contractor shall ensure that spillage or leakage of fuel and lubricants and the washing of construction is prevented within the Site. In the event of accidental spillage the Contractor shall immediately undertake all Works necessary to contain the spillage and minimise the area of contamination at his own expense. All polluted or contaminated materials shall be disposed of off Site in approved tips at the Contractor's own expense. The Contractor shall maintain adequate stocks of oil absorbent material.
- 2. Any pollution incident shall be immediately reported by the Contractor to the Environment Agency. Contact telephone number: 0800 80 70 60 (24 hours). The Contractor's workforce and any Subcontractors should be made aware of the emergency telephone number.
- 3. Prior to construction (and not at the tender stage) the Contractor shall demonstrate in a written Method Statement his proposals to minimise environmental impact and satisfy the following requirements:
  - Avoidance of pollution of any waters, (surface or underground)
  - Avoidance of pollution of any land
  - Preservation of flora and fauna
  - Avoidance of nuisance of sounds, vibrations and dust

#### 1.10 STATEMENTS OF ACCOUNT

Interim and Final Statements of Account submitted by the Contractor to the Contract Administrator

#### 1.11 WORKING HOURS

The Contractor shall not carry out work on the Site outside the hours of 8am and 5pm Monday to Friday. No Works are to be carried out on Saturday and Sunday without RPC's written consent.

#### 1.12 SAFETY

- 1. The Contractors responsibilities in relation to Health and Safety includes, but is not limited to the items listed in this section (Section 1.12).
- 2. The Contractor shall take full responsibility for the safety of the Site, his Site operations (including operations carried out by any subcontractors) and methods of construction/working and provide method statements and risk assessments prior to any site operations taking place.
- 3. The Contractor shall ensure that all employees and their subcontractors comply with current Health and Safety Legislation and Codes of Practices including, but not limited to; the Health and Safety at Work Act 1974, the Control of Substances Hazardous to Health Regulations 2002 and the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995.
- 4. The Contractor must ensure that their duties as Designer and Principal Contractor under the Construction (Design and Management) Regulations 2007 (CDM) are met.

- 5. The Contractor shall include for the provision of temporary Site safety fencing and warning posts and markers for overhead and underground power cables and other services.
- 6. The Contractor shall ensure that all relevant and necessary personal protective equipment shall be worn at all times.
- 7. The Contractor shall take full responsibility for traffic safety and pedestrian management during the works and must provide adequate barriers and temporary signing to ensure carriageway and footway users are clearly directed and may negotiate the works in safety.
- 8. The Contractor shall be responsible for ensuring that the stability of any river banks are not compromised by the weight and positioning of plant and materials.

#### 1.13 NOISE AND VIBRATION

- 1. During construction, the best practical means of reducing noise to a minimum as defined in the Control of Pollution Act 1974 and the Health and Safety at Work, Act 1974 shall be employed at all times. The Contractor shall observe the recommendations set out in BS 5228-1:2009+A1:2014.
- 2. The Contractor shall furnish such information as may be requested by BPC in relation to noise levels emitted by constructional plant.
- 3. The Contractor shall arrange the Works so as to minimise noise pollution to properties in the vicinity of the Site.

#### 1.14 **DUST**

The Contractor shall take all reasonable measures to control dust, such as the regular damping down of earth Works, haul roads and access tracks with water from an approved source if necessary.

#### 1.15 SUPERVISOR

The Contractor shall employ directly, (not as a sub-Contractor's employee) a competent supervisor full time for the Works who shall ensure that the Works are constructed in accordance with the requirements of the Specification.

#### 1.16 SITE COMPOUND

The Contractor shall establish and maintain a Site compound for welfare facilities and storage of materials close to the Site area as agreed with RPC. Toilet facilities are to be provided within 500m of all construction operations, and urinating in the open will not be permitted.

#### PART 2 - EXCAVATION, BACKFILLING AND RESTORATION

#### 2.1 EXCAVATION

- 1. Where excavated materials are intended for reuse in the Works, but not immediately required, they shall be stored in temporary stockpiles in locations approved by RPC and in accordance with any requirements of the authority granting the planning permission.
- 2. No temporary or permanent stockpiling shall be allowed adjacent to existing trees or underground services.
- 3. No temporary stockpiling shall be above 2.0m in height.
- 4. The Contractor shall excavate and place 'selected for reuse' and 'non-selected' materials separately.
- 5. The Contractor shall have all excavated material categorised as either 'acceptable ' or 'unacceptable' prior to disposal, or certificates of disposal shall be presented to RPC for Approval.

#### 2.2 TOPSOIL FOR RE-USE

No topsoil shall be imported onto the Site, topsoil excavated as part of the Works shall be re-used unless instructed by RPC.

#### 2.3 TREES

- Contractor shall ensure that no trees or hedgerows are damaged or removed without the express permission of RPC. Any trees or hedgerows that are removed without the express permission of RPC will need to be replaced with similar at the Contractor's cost.
- The Contractor will ensure that there will be no excavation near or with the tree root system. However any excavation required near the tree root system must be with RPCs consent. The Contractor must erect a root protection fence which the Contractor will not cross with heavy plant or machinery.
- Where the Contractor has the consent from RPC to cross over an area containing tree roots then a trackway system must be laid over the area to provide adequate protection from vehicular loadings.

The Contractor shall observe the recommendations set out in the British Standards at all times (BS5837, Trees in relation to design, demolition and construction).

#### 2.4 FILLING ABOVE GROUND

- 1. The Contractor shall employ only construction equipment and working methods, which are suited to the materials to be handled. He shall be responsible for maintaining the nature of materials during the construction works.
- 2. The Contractor shall ensure that he does not adversely affect the stability of excavations or fill by his methods of stockpiling materials, use of equipment or method of construction.
- 3. No topsoil or fill materials shall be removed from the Site without the permission of RPC. Should the Contractor be permitted to remove acceptable material from the Site to suit his operational procedure, then he shall make good any consequent deficit of material arising therefrom.
- 4. If for any reason the surface of earth fill material becomes smooth or dry, such that, in the opinion of BPC, it cannot be properly bonded with the succeeding layer, then the Contractor shall water the surface and, if necessary scarify, before recommencing filling operations.

#### PART 3 - LANDSCAPING & SKATE PARK STRUCTURE.

#### 3.1 GATES

Gates installed within fencing perimeters must be reliable, virtually maintenance free and vandal resistant, for example Easygate.

#### 3.2 SURFACING

All ground surface to be concrete with suitable grills and drainage to ensure no standing water collects on site

#### 3.3 SUSTAINABILITY OF MATERIALS

All timber and wood-derived products for supply or use in the performance of this contract must be independently verifiable as from a legal and sustainable source. RPC will require evidence throughout the Contract about the source of the timber or timber products used.

#### 3.4 POST-INSTALLATION INSPECTION

The Management of Health and Safety at Work Regulations 1999 recommends that owners and managers of premises should undertake a risk assessment of their facilities - this includes the skate park. The Designer/Contractor must undertake a RoSPA (or Equivalent) Risk Assessment of the completed design/construction. This inspection and assessment has to be carried out by the Contractor or representative with either RoSPA (or Equivalent) and a representative of RPC. Risk Assessment to be undertaken within 7 days of completing the project and at the end of the defects correction period.

#### 3.5 DEFECTS CORRECTION PERIOD

All equipment, structures and associated groundwork will have a minimum defects correction period of 12 months. During this period the Contractor will maintain any part of the works which has failed or is defective at their own expense.

#### **CONTRACT DOCUMENTS**

#### **CONTRACT DOCUMENTS**

Any queries about any terms should be raised and clarified with the Contact Officer prior to tender submission.

#### **Contract Stage 5 – (Construction)**

The contract is the JCT Minor Works Building Contract with Contractors Design 2011 as amended in agreement with the RPC Contract Administrator

# PART C – TENDER DOCUMENT SECTIONS 8 – 11

Tenderers will have either received this document electronically or had an electronic copy via postal means to enable you to submit a tender. Tenderers are required to supply one hard copy of their Tender and an electronic copy of the completed Tender Document on USB memory stick (certified virus free) in a format compatible with Microsoft Word 2013 and Excel.

Tenderers are asked to make their response to RPC's requirements by completing the following Sections 8 to 11

Tenderers should cross reference any other documents submitted with the Tender to the applicable section in this Tender Document so that it is easy for the evaluation team to identify the Tenderer's full response to each requirement.

#### FORM OF TENDER AND PRICING SCHEDULE

#### **UNCONDITIONAL AND IRREVOCABLE OFFER TO RPC**

Re: Invitation to Tender for Concrete Skate Park in Ramp	ton
--	-----

To: The Parish Clerk
Rampton Parish Council
Lantern House Barn

The Green Rampton Cambs CB24 8QB

Having read carefully the Invitation to Tender and in consideration of you considering this Tender:

1.	We offer to carry out the Works specified and to complete the con-	tract in accordance with the Contract
	Documents and our Tender for the sum of:-	

£	
(enter amount in words also	<i>,</i> )

- 2. We confirm that if our Tender is accepted we will, upon demand:
  - Produce evidence that all relevant insurances and compliance certificates with relevant legislation and policy are held and in force.
  - Sign formal contract documentation
  - (if required) Produce good and sufficient sureties or obtain the guarantee of a Bank or Insurance Company (to be approved by you in either case) to be jointly and severally bound with us in a sum equal to be agreed with RPC.
- 3. We agree that this Tender shall constitute an irrecoverable, unconditional offer which may not be withdrawn for a period of **40** days from this date.
- We are a subsidiary company within the meaning of Section 736 of the Companies Act 1985 (update reference to 2006 ACT) and enclose a Parent Company Guarantee undertaking in the form set out in Section 7 duly completed by our ultimate holding company [TENDERER TO DELETE IF NOT APPLICABLE]<sup>1</sup>.
- We understand that BPC is not bound to accept any tender it receives.

(1) Signature	(2) Signature
Name	 Name
(Director)	(Director/Company Secretary)
For and on behalf of:	

<sup>&</sup>lt;sup>1</sup> Delete if not applicable.

F	Registered Address:	(print Company	s full name and registered number)
	DATE:		
Sole Pri	ncipal/Partnership*		
	(1) Signature		*(2) Signature
	Name		Name
	Job Title/Designation		Job Title/Designation
			/
	For and on behalf of: Business Address	(print business'	•
С	DATE:		
*	delete as applicable		/
Limited	Liability Partnership		
	(1) Signature		(2) Signature
	Name		Name
	(Member)	·······	(Member)
	For and on behalf of:	(print business'	full name)
	ATE:		

#### **TENDERING CERTIFICATE**

To: RAMPTON PARISH COUNCIL ("RPC")

I/We certify that this is a bona fide tender, intended to be competitive and that I/We have not (either personally or by anyone acting on my/our behalf):

- 1. Fixed the amount of the Tender (or the rate and prices quoted) by agreement with any person.
- 2. Communicated to anyone other than RPC the amount or approximate amount or terms of my/our proposed tender (other than in confidence in order to obtain quotations, professional advice or insurance necessary for the preparation of the tender).
- 3. Entered into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount or terms of any tender to be submitted by him.
- 4. Canvassed or solicited any member, officer or other employee of RPC in connection with the award of this or any other Council contract or tender.
- 5. Offered, given or agreed to give any inducement or reward in respect of this or any other Council contract or tender.

SIGNED*	(1)	
Status		/
		/
SIGNED*	(2)	
Status		<u>.,,</u>
for and on bel	nalf of	
Date:		

\*Note: to be signed by the same signatories as the Form of Tender

#### SECTION 10 BUSINESS QUESTIONNAIRE

#### 10 Business Questionnaire

Your completed Business Questionnaire (and accompanying documentation) will be shared with only those Parish Councillors involved in the procurement exercise.

#### TO BE COMPLETED BY APPLICANT

1.	APPLICANT DETAILS
1.1	Trading Name of the Organisation submitting this Business Questionnaire:
1.2	Contact Name for enquiries about this bid:
1.3	Contact Position (Job Title):
1.4	Address:
	Postcode:
1.5	Telephone Number(s):
1.6	Fax Number:
1.7	E-mail Address:
1.8	Website Address (if any)
1.9	Registered Name of Organisation submitting this Business Questionnaire:
1.10	Registered Address:
/	Postcode:
1.11	Company Registration No:
1.12	Charity/Housing Association/Other Registration No: (if applicable)
1.13	Date of Formation and/or Registration:
1.14	VAT Registration Number:

2.	STA	ATUS OF APPLICANT		
2.1	Is the Applicant (Please tick as appropriate):			
	i)	A Public Limited Company?		
	ii)	A Limited Company		
	iii)	A Company Limited by Guarantee		
	iv)	A Partnership?		
	v)	A Sole Trader?		
	vi)	A Charity	/	
	vii)	A Franchise		
	viii)	A Small/Medium Sized Enterprise or SME <sup>2</sup> ?		
	ix)	Other (e.g.: a Special Purpose Vehicle, Joint Venture Company etc.  Please specify		
2.2		you applying as the lead organisation in a consortium of nisations?	YES / NO	
		ES to 2.2, please set out here who the member organisations of the of their respective roles will be and state when the consortium was form		

<sup>&</sup>lt;sup>2</sup> The European Commission defines an SME as an enterprise which employs fewer than 250 persons and which has an annual turnover not exceeding EUR 50million and/or an annual balance sheet total not exceeding EUR 43million.

3.	OWNERSHIP	
3.1	Is the Applicant a subsidiary of another company?	YES / NO
	If YES to 3.1, give the following details in respect of the Holding/Parent	t company:
	Registered Name:	
	Registered Office address:	_
	Registration Number:	
	<b>Note:</b> The Holding/Parent Company may be required to enter into a D where a contract is proposed with a subsidiary to indemnity against all costs which may be incurred by reason of any default on the part of the	l losses, damages,
3.2	Please give details of any changes of ownership in the last 3 years	
3.3	To the best of your knowledge, does any director or senior officer of your organisation have any personal or financial connection with any member or senior officer of RPC?	YES / NO
	If YES to 3.3 please give details here:	
3.4	Number of employees in total:	

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4.	FINANCIAL AND II	NSURANCE MATTERS
4.1	If asked, would you b	e able to provide at least <b>ONE</b> of the following:
	A copy of your most if this applies)?	recently audited accounts (for the last three years, YES / NO
	A statement of your to most recently year of	urnover, profit & loss account and cashflow for the trading?
	,	cashflow forecast for the current year and a bank reent cash and credit position?
4.2	Has your organisation agreements (if any) of	n met the terms of its banking facilities and loan uring the past year?
	If NO, what were the	reasons and what has been done to put things right?
4.3	Has your organisation staff during the past	on met all its obligations to pay its creditors and year?  YES / NO
	If NO please explain	why not
4.4	Please provide detail	s of all insurance cover currently in force:
	PUBLIC LIABILITY I	NSURANCE (RPC's requirement is £5,000,000
	Level of Cover Held	£
	Name of Insurance Company	
	Policy No.	
	Expiry Date	
	Copy attached as evidence of the cover stated	Photocopy Electronic (USB Memory Stick)
	(please tick box as applicable)	

	EMPLOYERS LIABILITY INSURANCE RPC's requirement is £5,000,000		
	Level of Cover Held £		
	Name of Insurance Company		
	Policy No.		
	Expiry Date		
	Copy attached as evidence of the cover stated	Photocopy Electronic (USB Memory Stick)	
	(please tick box as applicable)		
	PROFESSIONAL IND	EMNITY INSURANCE RPC's requirement is £1,000,000	
	Level of Cover Held	£	
	Name of Insurance Company		
	Policy No.		
	Expiry Date		
	Copy attached as evidence of the cover stated	Photocopy Electronic (USB Memory Stick)	
	(please tick box as applicable)		
4.5	be required. The leve insufficient to meet the	ender is successful, adequate insurance cover will as are indicated in 4.4. If your current insurance is minimum requirements set out, please confirm that ncreased cover will be available at no extra cost to	
4.6		here are any outstanding insurance claims against ther than for routine matters)  YES / NO	
	If YES to 4.6, please p	rovide brief details:	

5.	BUSINESS ACTIVITIES
5.1	Please describe briefly your organisation's principle fields of activity. What proportion of total activity relates to products and/or services similar to those called for in this contract?
5.2	Please detail here any sub-contractors you intend to use to deliver this contract
/	

#### 6. EXPERIENCE & REFERENCES

Please describe your experience in the last **two** years of providing contracted products and/or services, services or works similar to those being sought under this contract. This list does not have to be complete but merely sufficient to give WPC a broad understanding of your contract portfolio

Name of client	Brief description of contract	Start / end dates	Annual contract value (£)
		/	
	/		

6.2	RPC's policy on taking References			
	be r BP0	Tenderers must provide a minimum of two written references with their tender. These must be no more than a year old and relate to equivalent/ similar services sought under this tender. BPC reserves the right to approach the referees to validate/ seek further information on the tenderers performance		
6.3	Has	Has your organisation within the last 5 years		
	a)	Incurred contract penalties default notices or payment of liquidated damages?	YES / NO	
	b)	Withdrawn from a contract after the contract has been awarded (either before or after commencement of the contract)	YES / NO	
	c)	Had a contract terminated by the client earlier than the originally intended date?	YES / NO	
	If Y	ES, please give details:		

7.	HEALTH AND SAFETY			
7.1	Do you currently hold any ext as CHAS, Constructionline, o	ernal health and safety accreditation or equivalent?	ns, such	YES / NO
	If YES, please provide the following details:			
	Name of Accrediting Organisations			
	Your Accreditation Reference No:			/
	Date Accreditation Valid Until:		/	
	Have you applied for membership if you are not already a member?	YES / NO		
	Please provide a copy of your accreditation certificate with your Application Form			
	If you have answered YES to 8.1, and provided details and the copy of your certificate as requested, there is no need to complete the rest of this section			
	If you have answered NO to	o 8.1, you must answer 8.2 to 8.5	below	
7.2	Does your organisation hav Work policy?	re a written Health and Safety at	YES/N	IO
	If YES, please provide an up to date copy (which should not be more than two years old) of your Health & Safety General Policy Statement, signed and dated by your Chairman, Chief Executive, Managing Director or Company Secretary <sup>4</sup>			
	Note: Please DO NOT SUB	MIT your full Health & Safety Poli	icy or Ma	anual
	If NO, please explain why no	pt		
/				

Any business employing five or more people has, by law, to prepare and bring to the attention of employees a written Health & Safety Policy Statement
 A short statement outlining the organisation's commitment to Health & Safety, signed and dated by a senior organisation official.

7.3	Does your organisat	tion have a Health & Safety at Work system? <sup>5</sup>	YES / NO
	If NO, please explain	n why not	
7.4	Action (e.g. Prosecu	Health & Safety Executive/Local Authority enforcing ition or issue of Improvement or Prohibition Notices) organisation in the past 3 years?	YES / NO
	If YES, what action has been taken within the organisation to remedy enforcing Action(s) and prevent similar occurrences in the future?		
7.5 Who is your "Competent Person" for provision of health and safety advice, as Management of Health and Safety at Work Regulations 1992? If external consprovide the name and address of the organisation and the name of the consultrial constraints.			consultants, please
	Name		
	Position		
	Telephone No.	,	
	Email Address		
To whom does the "Competent Person report to in your organisation?			
,			
/			

<sup>&</sup>lt;sup>5</sup>"system" means processes and procedures to ensure that the subject is properly managed. This includes making sure that legal requirements are met.

#### **METHOD STATEMENTS**

Please provide a response to the method statement questions below, to explain how you propose to deliver the services called for in the Specification. Supporting information (not in the form of a question) may also be required in some areas.

Tenderers are referred to Section 3 of the tender document and reminded that evaluation of their method statements will account for 100% of the total tender score.

Question Number	Method Statement Question	% weight allocated to question
Design - 80%		
Q1 Design Integrity, IDENTITY-MAKING AND LOCATION:	Please describe how your design was conceived, making reference to your design drawings, please cover the following:- a) IDENTITY-MAKING AND LOCATION: bespoke and unique with a sense of adventure, intrigue and sensitive/Suitable for its environment and neighbourhood. (10%) b) CREATIVITY AND AESTHETICS: Imaginative and engaging in concept, layout and materials within an overall simplicity and how your chosen renewable lighting system is incorporated into the design. (10%)	20%
Q2 Flow & Features	Please describe how your design combines and facilitates elements of both bowl parks and street plazas in order that a skater can pump around curved walls such as quarter pipes, pump bumps and bowl corners without taking their feet off to push, so that their speed hits obstacles such as stairs, railings and bench with edges that grind.	20%
Q3 Routing and Relationship of features.	Please describe how your design creates appropriates spaces and lines of passage through a skilful blend of elements allowing varying and different routes through the park without overcrowding? (NB: Flow lines must be shown on the drawing).	10%
Q4 Range of use	Please show how your design caters for a "range" of wheeled sports users?	10%
Q5 Safety of Design	Please describe steps taken to insure the park complies with safety guidelines.	10%
Q6 Suitability	Please provide a summary of your approach including how you will target and reach the right audience.	10%
Construction and Safety –		

Q7 Construction detail	Please provide construction drawings of a skate park design from a previous similar skate park and explain your method of construction and quality control?	8%
Q8 Warranty	Please complete the warranty form in Appendix B.	5%
Q9 Health & Safety	The skate park is located in a busy recreational green open space, please describe how you would manage health and safety on site during construction with a focus on pedestrian management and minimising the impact on the green space?	5%
Other Factors – 2%		
Q10 Quality of Tender Submission	Marks will be awarded for clarity of presentation material, ease of reference and conformance to required formats, please also complete appendix C.	2%
Q11 Cost in use	Please submit with your tender an advisory note on cost in use and anticipated maintenance costs for the structure and equipment provided. These costs wills not form any part of this contract	Not scored

## **APPENDIX A**

**Location Plans** 

RAMPTON Skate Park Design & Build



## **APPENDIX B – Warranty Form**

Please complete the following form as indicated in method statement question 7:-

WARRANTY DESCRIPTION	LENGTH (Days, months or years)	OTHER COMMENTS
Concrete spray form system		
Metal Frames		
Length of Defects Correction Period - Skate park structure		
Length of Defects Correction Period - Soft Landscaping		
Length of Defects Correction Period - Auxiliary Items, e.g. seats, bins, access paths, lighting		
Repair Response time	/	
Others (please specify:-		
•		
•		
• //		
• /		
•		

## **APPENDIX C - REFERENCE PAGE** (Method Statement Question No 10)

Reference page showing where the answers to the Method Statements Questions are located within the tender submission i.e. page number/section etc.

	Question within the tender submission? (Please reference page numbers and your design drawings).
METHOD STATEMENT QUESTION – Design – 80%	
Q1 Design Integrity	
Q2 Flow & Features	
Q3 Routing and Relationship of features.	
Q4 Range of use	
Q5 Safety of Design	
Q6 Suitability	
METHOD STATEMENT QUESTION – Construction and Safety – 18%	
Q7 Construction detail	
Q8 Warranty, Completion of Appendix B	N/A
Q9 Health & Safety	
METHOD STATEMENT QUESTION – Other Factors– 2%	
Q10 General quality of Tender Submission and completion of this reference page (Appendix C)	N/A