

# Invitation to Tender

For Legionella Risk Assessment Survey

Project: Legionella Risk Assessment Survey

Return Date: 26/04/2022

PARTNERSHIPS | OPPORTUNITY | INTEGRITY | EQUITY | EXCELLENCE | PEOPLE-CENTRED



Consilium  
Academies

*Enriching Lives, Inspiring Ambitions*

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## Section 1 Specification

### 1. Company Background

- 1.1. Consilium Academies was approved as a Multi-Academy Trust (MAT) and academy sponsor in January 2015. We have three hubs and eight schools supported by a Central Team. We do not have a lead school instead, we operate a partnership approach with a strong governance structure that includes a Members Board, Trust Board, and individual Local Governance Boards.

We are proud to be Consilium Academies, a Trust that believes in the unique value of each individual. Our vision, actions, and purpose are guided by this principle and a dedication to do all we can for the communities we serve. This charter is built upon the foundations of Consilium Academies' Trust mission and values. The purpose of the charter is to ensure our mission and values translate into practice within our Academies, ensuring that every student benefits from our distinctively inclusive ethos.

At Consilium, we believe in:

**Partnerships** – Collaboration is the key to success. We work together to deliver on the promise set out in our mission statement.

**Opportunity** – Our aim of “Enriching Lives, Inspiring Ambitions” applies to all members of our Trust community, with our inclusive approach delivering a breadth of opportunities to give each individual the chance to fulfil their potential and prosper.

**Integrity** – Through our student-centred approach, advantage and ability are never seen as a ticket to involvement. We believe in every child's right to high-quality education and access to amazing opportunities – irrespective of their individual circumstances. Integrity at Consilium means always putting students at the heart of everything we do.

**Equity** – We are truly inclusive, believing passionately that every student should be given the skills and support needed for them to meet their full potential. We are aspirational for all of our students, and we will ensure every student has the opportunities they need to achieve the highest of ambitions.

**Excellence** – We don't settle for second-best; our standards are always high, and we support everyone across the Trust to achieve them.

**People-Centred** – We genuinely want the best for each member of Consilium, that's why everyone is treated with the highest level of respect. Our inclusive culture inspires us to be bold and engenders trust. It brings us together in ways that help us make a difference.

- 1.2. Consilium Academies is developing a plan to manage Legionella across the academies. The first stage of the project is to appoint a contractor to carry out a Legionella Risk Assessment and compile a comprehensive and easily understandable survey report.

### 2. Tender Overview

- 2.1. This tender is for a Legionella contractor to complete a Legionella risk assessment.

2.2. Consilium Academies requires the contractor to assign a competent and qualified Surveyor, to undertake works during the school holiday periods in order to minimise business interruption and ensure smooth access. The contractor would be required to attend the following schools within the Trust, please see the below:

- Armthorpe Academy, Doncaster
- Ellesmere Park High School, Salford
- Heworth Grange School, Gateshead
- Thornhill Academy, Sunderland
- Wyvern Academy, Darlington
- Washington, Sunderland

2.3. The contracting company should be a member of the Legionella Control Association. Operatives who are conversant with L8, HSG 274, are gas safe registered and have experience working in School environments.

### 3. Appointment

- 3.1 Consilium Academies is under no obligation to award the tender to the lowest bid or to any Tenderer. However, the organisation uses public funds, and the tenderer will need to demonstrate value for money in their proposal.
- 3.2 The competition to provide the required goods/works/services to Consilium Academies will be carried out as per the process described within this tender document.
- 3.3 The tender process will be conducted to ensure that tenders are evaluated fairly to ascertain the most economically advantageous offer.
- 3.4 Your response to our requirement will be evaluated in accordance with the criteria and weightings described in item 6 below.
- 3.5 The works shall be carried out and completed under the RICS Standard Form of Consultant's Appointment form of appointment.

### 4. Construction Industry Scheme

- 4.1 Should your tender be potentially acceptable you will be asked before the contract is let, to produce your Tax Certificate (or a certifying document) unless it has already been produced in connection with another current contract with the Consilium Academies.
- 4.2 Tenderers are reminded that they are required to check the Tax Certificates or certifying document or Registration Cards of subcontractors they employ (including any nominated subcontractor) and to deduct tax as necessary and to comply in all respects with the Construction Industry Scheme.

## 5. Payment/Invoicing

- 5.1 Following the award of the tender Consilium Academies will send a purchase order to the successful Tenderer.
- 5.2 All invoices should be sent to Finance, via email to [finance@consilium-at.com](mailto:finance@consilium-at.com) and copied to [HSC@consilium-at.com](mailto:HSC@consilium-at.com)
- 5.3 Please note that e-mailed invoices need to be in PDF format and should be issued to Consilium Academies. They should clearly outline a payment request against each line on the PO.
- 5.4 Where the Contractor submits an invoice to Consilium Academies, Consilium Academies will consider and verify that invoice in a timely fashion.
- 5.5 Consilium Academies shall pay the Contractor any sums due under such an invoice no later than a period of 30 days from the date on which Consilium Academies has determined that the invoice is valid and undisputed.
- 5.6 Where Consilium Academies fails to comply with item 5.4 and there is an undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purposes of item 5.5 after a reasonable time has passed.
- 5.7 Where the Contractor enters into a Sub-Contract, the Contractor shall include in that Sub-Contract:
  - 5.7.1 Provisions having the same effect as item; and
  - 5.7.2 A provision requiring the counterparty to that Sub-Contract to include in any Sub-Contract which it awards provisions having the same effect as items 5.4-5.6 above.
  - 5.7.3 In item 5.7, “Sub-Contract” means a contract between two or more suppliers, at any stage of remoteness from Consilium Academies in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of any contract that arises from this tendering exercise.

## 6. Contract Award Criteria

- 6.1 Tenders will be assessed on the basis of both quality and price with a view to determining the most economically advantageous offer.
- 6.2 Included within the Invitation to Tender Response Document includes criteria questions. We ask the tenderers to include answers to these in their proposal. Each item in the Invitation to Tender Response Form will be assessed in accordance with the criteria and scoring methodology detailed in tables A and B of item 11 below.
- 6.3 Table A contains a score criteria that all tenderers must meet as part of your tender proposal. Failure to complete and submit will prevent your submission from being considered further.

### **Selection Criteria**

6.4 The scoring for this tender is based on a weighting of 40:60 Cost:Quality

6.5 As part of the tender process, the process should be issued in the format outlined in the response document.

## **7. Tender Qualifications/Alternatives**

7.1. To ensure consideration of your tender, the tenderer shall submit a clean unqualified and compliant tender in accordance with all tender information released.

7.2. Any qualified proposals should form separate alternative proposals as appropriate. No alternative bid will be considered unless a compliant proposal is also submitted. The evaluation will be based on the compliant bid only.

## **8. Evaluation Plan**

8.1. A panel will assess the qualitative and commercial aspects of each tender submission from Consilium Academies Team.

8.2. An appraisal of the costs submitted will be undertaken and tenderers will be asked to explain any anomalies in the costs offered.

8.3. The Tender is invited based on fixed prices and no claims in respect of increased cost of labour or materials will be entertained, except in accordance with the Contract.

8.4. Consilium Academies reserves the right to decline to make any contract award as a result of this tender. If and when a Tender is accepted, written notification will be sent to each of the Tenderers from Consilium Academies.

## **9. Site Visit**

9.1. Due to the number of academies and resource constraints, a site visit is not required, however, to help understand how Consilium operates a visit at Armthorpe Academy can be organised on the w/c 11<sup>th</sup> April 2022. Please make your request to: [HSC@consilium-at.com](mailto:HSC@consilium-at.com).

## **10. Presentation/Interview**

10.1. Presentations/ Interviews are not required for the Legionella Survey tender process.

## **11. Tender Assessment**

11.1. All bids will be evaluated, using the criteria described in tables A and B below.

11.2. The evaluation panel will agree each awarded score and then weighted accordingly. The criteria will be applied to each Tenderer's submission.

11.3. Tenders will be evaluated both technically and financially. Tenderers are to note, an appointment will not necessarily be made based on the lowest tender offer, but on the criteria stipulated within this Section. The award of contract will be based on the most advantageous tender to the Client in terms of the criteria.

#### 11.4. Table A - Tender Score Criteria

Mandatory Exclusion Questions		
If you answer 'Yes' to any of the questions you will be excluded from the tender process.		Yes / No
General Selection Criteria		
Deficient	The response does not provide sufficient detail for evaluation.	0 - 1
Unsatisfactory	The response does not adequately address the stated requirements in respect of the project and the criterion being scored.	2 - 3
Poor	The response or information provided falls below the normal requirement/expectation in respect of the project and the criterion being scored.	4 – 5
Satisfactory	The response or information provided is acceptable and meets the normal requirement/expectation in respect of the project and the criterion being scored.	6 – 7
Good	The response or information provided exceeds the normal expectation and was considered to be better than satisfactory.	8 - 9
Exemplary	The response or information provided is exceptional or exemplary in relation to the project and criterion being scored.	10

Each of the criteria in Table B below will be awarded a score from 0 to 10, as per the above and that score will be weighted accordingly.

#### Financial Criteria

The tender sum will be the **TOTAL** as you have provided in the submission. The tenderer's overall financial offer shall be checked, verified and weighted accordingly

Table B – Tender Criteria

Mandatory Exclusion Questions (A detailed explanation of each item and what is required can be found in item 6 above.)		
If you answer 'Yes' to any of the questions you will be excluded from the tender process.		Pass / Fail
General Selection Criteria (A detailed explanation of each item and what is required can be found in item 6 above.)		Weighting (%)
Methodology	15%	60%
Case studies	5%	
Proposed Team and accreditations	20%	
Example reports	20%	
Financial Selection Criteria		
Tender Sum	40%	40%
Total		100%

## Section 2 Scope of Services

The scope of works will define the expectations of the contractor for undertaking the Legionella Risk Assessment survey.

- 1.1. The contractor will carry out a Legionella Survey to meet the requirements of Legionnaires disease: The Approved Code of Practice & Guidance L8 (Fourth Edition) 2013 and Legionnaire's disease: The Control of legionella bacteria in hot and cold water systems HSG 274 Part 2 2014. The contractor will inspect the site, discuss Legionella provisions with on-site staff and prepare a risk assessment report.
- 1.2. The report will detail the significant findings of the assessment. Where necessary the report will provide recommendations for additional measures the assessor deems necessary to reduce or maintain risk from legionella exposure to everyone on site at a tolerable level.
- 1.3. As part of the requirement for the contractor to undertake this assessment, it would be necessary for the Site Manager to arrange for suitable access to all areas required to be inspected. This includes the provision of suitable facilities to gain access to areas where there may be Calorifiers or water storage tanks etc., as needed during the inspection itself.
- 1.4. This scope of services does not make provision for any Site Manager meetings, beyond the inspection, to discuss the assessment report and associated findings.
- 1.5. Once the Legionella Risk Assessment (LRA) inspection and the report is completed and issued to the Site Manager, then this scope of services will be complete.
- 1.6. This scope of services and LRA methodology within it, is intended to assess the measures that facilitate the protection of people from Legionella bacteria exposure. It may inherently assess other issues with the structure and layout of pipes and fittings. However, this is not the primary purpose of the assessment proposed.
- 1.7. To provide a cost for Risk Management services in addition to the Risk Assessment, as an option for the schools to utilise if required.

### Documentation

- 1.8. There is no single correct means of documenting a LRA, nor are there specific definitive requirements within legislation for the content of a documented LRA, only that the 'significant findings' and any group of individuals at risk are recorded. The contractor will, therefore, make a judgement as to what constitutes 'significant findings' and occupants especially at risk. However, the findings should include measures taken in the premises to satisfy the L8 legislation and HSG274, and all additional measures that are recommended to be taken by the Legionella risk assessor.
- 1.9. The contractor will provide a risk assessment report. The report will identify the principles of the approach



to managing Legionella. A logbook for monitoring, a scheme of works with schematic CAD drawings are to be included as well.

## **Support**

1.10. If the contractor requires further information about the premises, processes, and the occupants of the premises, then this information can be sought from the Site Manager – at least two weeks' notice must be given to gather all the necessary data. Arrangement can be made after appointment.

1.11. The Site Manager will chaperone the assessor to inspect all necessary areas and ask relevant questions on the day of the assessment. Inductions and permits will be provided where necessary.

## **Methodology**

1.12. Upon appointment, a representative of the contractor will contact the Site Manager's representative and agree or confirm:

- Time, date, and place of the FRA
- The identity and contact details of the Site Manager
- Any special arrangements concerning health and safety which may include, but not be limited to, health and safety procedures, required personal protective equipment (PPE) and a site safety induction.

1.13. On completion of the risk assessment site visit, the assessor will debrief with the Site Manager and Head Teacher before leaving the site. A report will be compiled and forwarded to the Site Manager in an electronic format. The actions are to be provided in an excel spreadsheet. The report should also include photographs where possible, with clear and coherent detail.

## **Inclusions**

1.14. The documented Legionella Risk Assessment issued to the Site Manager shall include the following:

- The identity of the duty holder.
- The exact location and extent of the premises that has been assessed. Where the Site Manager has more than one site, more than one premises on a site or occupies only part of a site or premises, the documented LRA should contain sufficient detail to ensure that the Site Manager and any interested party can identify the location covered by the LRA.
- The date(s) on which the premises were visited by the assessor and the assessment was carried out.
- The identity of key individuals from whom information was obtained as part of the assessment.
- The criteria and recommended date by which the assessment should be reviewed.
- The significant findings.
- An overall assessment of risk.
- Information required by relevant legislation.
- A list of actions arising from the assessment indicating the severity and urgency, and an indication of the timescale in which each action should be completed – including photographs where possible.
- A unique reference identifier.
- Provide a checklist for Hot and Cold-water systems.

- Producing a Written Scheme of Works
- Schematic CAD drawings
- Emergency shut down procedures
- Scheme of precautions
- Provide a comprehensive logbook (electronic and hard copy) and provide informal training on how to complete

### **Health and Safety Considerations**

- 1.15. The Site Manager will remain responsible for the health and safety of the assessor, while the assessor is on the premises.
- 1.16. The Site Manager will provide the assessor with relevant information about significant health and safety hazards and control measures, including the presence of asbestos.
- 1.17. The assessor shall, where necessary, provide basic PPE including hard hat, high visibility jacket or waistcoat and protective footwear.
- 1.18. During the assessment, all site safety rules, and control measures will be observed. No activities will be undertaken by the risk assessor that will create either additional hazard or raise the risk level from any existing hazard on-site.
- 1.19. The assessor will take care when encountering pupils, try not to cause any obstructions and ensure there is minimal disturbance during lessons.
- 1.20. The assessor may refuse to enter any area where the assessor suspects that their health and safety may be at risk. The assessor, will as far as is practical, inform the site representative of the nature of the hazard. The assessor will not enter the area until or unless the hazard is removed, or the assessor is satisfied that the risk has been reduced to a tolerable level. The assessor will state on the risk assessment report, those areas not inspected or assessed and why.

### **Quality**

- 1.21. The contractor should be able to demonstrate they are capable of providing Legionella Risk Assessments of a consistently high standard. This would be demonstrated by:
- Experience working within the Academic industry
  - Be a member of the Legionella Control Association
  - Water Safe Accreditation (desired)
  - At least 2 years' experience undertaking Legionella Assessments

### **Asbestos**

- 1.22. The contractor should be aware of their obligations under the Control of Asbestos Regulations 2012.

1.23. As part of these regulations the successful contractor will be expected to check the relevant management plan to ascertain the locations of any possible Asbestos Containing Materials (ACM), where applicable.

1.24. The successful contractor will also be expected to inform the Site Manager of any suspected ACM's not previously tested or included in the present survey.

1.25. The contractor will be required to carry out any clean-up operations and be responsible for all associated costs, if found negligent in their actions resulting in the spread of Asbestos.

## Section 3 Master Programme

See attached Programme. Key Dates Outlined below.

Key Task	Start	Completion
Tender Issue	29/03/2022	26/04/2022
Tender Submission	26/04/2022	
Appointment	09/05/2022	
Site visit Commence	25/07/2022	05/08/2022
Survey Submission	22/08/2022	

## Section 4 Information Provided

The following documentation has been provided as separate attachments and shall form part of this Invitation to Tender.

1.	Previous surveys can be requested for inspection if available
2.	Asbestos Management plan where applicable

## Section 5 Instructions for Tender Completion

### 1. Invitation to Tender

1.1. Consilium Academies invites you to submit a tender for the execution of the Works and/or supply of the goods/services described in the accompanying documents.

1.2. The documents you received are:

- ITT Document
- ITT Response Form

### 2. Tender Completion

- 2.1. All Tenderers will be deemed to have read and understood the documentation contained within this Invitation to Tender and to have ascertained and satisfied themselves that the data is sufficient for the Tenderer to respond to this tender package.
- 2.2. It is the Tenderers responsibility to confirm the accuracy, validity and appropriateness of any documentation upon which Tenderer's submissions relies upon irrespective of source.
- 2.3. Tenderers are required to fully comply with these instructions and requirements when preparing their Tenders. Tenderers' particular attention is drawn to the fact that non-compliance with these instructions shall invalidate their Tender.
- 2.4. The Tenderer is required to submit a Compliant Tender, in accordance with the ITT. Alternative offers to the requirements detailed within this Invitation to Tender, or a reduction in the scope of supply will not be accepted.
- 2.5. Submission of Prices - The prices quoted should be firm and fixed prices inclusive of all costs, charges, insurances, taxes, public dues except VAT, fees, expenses, liabilities, obligations, risk and other things necessary for the performance of the requirement and should be in Sterling unless otherwise stated in the tender.
- 2.6. Tenderers shall complete any provided templates. Documents are to be returned in original file formats. Any documents returned by the Tenderer shall be in the Microsoft Office format or native file formats.

### 3. Submission of Tender Documents

- 3.1. Tenders will be issued via Contracts Finder.
- 3.2. Tenders should be submitted via to [HSC@Consilium-at.com](mailto:HSC@Consilium-at.com). Contractors should ensure included within the bid is the completed Invitation to Tender Response Form.
- 3.3. Tender submissions including all documents required with the submission must be received in full by 26/04/2022.
- 3.4. Immediately prior to submitting a tender electronically the Tenderer must check the electronic files making up the tender for viruses using fully current virus checking software and must remove all viruses from the files.

### 4. The Composition of your Tender

- 4.1. Tenderer's response to this ITT shall consist of:
  - 4.1.1. The Qualitative Element: Tenderer's are required to provide a response to all requirements detailed in this Invitation to Tender document, with particular focus given to the tender evaluation criteria.

4.1.2. The Pricing Element: You must price for all the goods/works/services specified and complete the pricing schedule contained in this document.

4.1.3. The Tender shall remain valid for a minimum period of 90 days from the tender return deadline. Prior to expiry of the original Tender validity period.

4.2. The information supplied will be checked for completeness and compliance before being evaluated. Failure to finished the required information, or make a satisfactory response to any question, or supply documentation referred to in responses, or respond within the specified timescale, may mean that the tender is deemed non-compliant.

## 5. Requests for Clarification

5.1. All communications and clarifications in connection with the Tender shall be communicated to the Project Manager, using the email address: HSC@consilium-at.com of any ambiguity, discrepancy, error or omission in or between the tender package documents. Consilium Academies shall notify all tenderers of the ambiguity, discrepancy, error or omission and provide a clarification. Clarifications shall be issued through the HSC@consilium-at.com. Any such clarifications shall then become part of the tender package documents and shall be treated as such by the Tenderer. The Tenderer shall be deemed to have taken account of such clarifications in their Tender submissions.

5.2. The Tenderer may request any clarification up to 3 working days prior to the date of the Tender submission return date. Clarifications after this date, including requests for extensions of time, shall be disregarded.

5.3. It is understood that Tenderers may, to the extent that it relates specifically to their own Proposals, consider that their request for Clarification or enquiry is of a confidential nature and that to release the response to all Tenderers would reveal a commercially sensitive or innovative approach. If this is so by the Tenderer, the following procedures shall be adopted;

- If a Tenderer believed that his request for information is confidential then the request must be marked as 'Confidential'.
- If Consilium Academies considers, at its sole discretion, that it is able to respond and answer the request for clarification or enquiry on a confidential basis then it will do so.
- If Consilium Academies considers, at its sole discretion, that it is unable to respond to the request for Clarification of enquiry on a confidential basis, then Consilium Academies will notify the Tenderer of its decision and the tenderer will have the opportunity to withdraw its request for clarification or enquiry.
- If the Tenderer does not wish to withdraw its request for Clarification or enquiry, then the response will be issued to all of the Tenderers.

- Consilium Academies, at its sole discretion, reserves the right to notify all Tenderers of any issue, arising out of any request for Clarification, which it considers would affect the Tenderers.

## 6. Tender Costs

- 6.1. Tenderers shall bear all the costs associated with the preparation and submission of their Tenders and Consilium Academies shall not be responsible or liable for any costs, regardless of the conduct or outcome of the commercial Tender Process.
- 6.2. Consilium Academies may terminate the tender process at any stage and shall not be liable for any costs incurred by the Tenderers resulting from this action.

## 7. Supplier Code of Conduct

- 7.1. Consilium Academies requires Tenderers to abide by a range of guidelines from the **Education and Skills Funding Agency**, including the following <https://www.gov.uk/guidance/good-estate-management-for-schools>.
- 7.2. All Tenderers to Consilium Academies must have in place an equal opportunities and diversity policy to ensure its human resources policies and procedures are fair and ethical and comply with, but without any limitation thereto, the Equality Act 2010 and the Modern Slavery Act 2015. Details of your Policy/Policies covering Equal Opportunities / Race Equality / Disability Discrimination must be provided within the tender submission.

## 8. Insurance

- 8.1. Tenderers should provide copies of any appropriate Insurance Certificates e.g. Professional Indemnity, Public Liability Insurance, Employers Liability Insurance etc. with their submission. The following levels of insurance are required:

- |                                 |     |
|---------------------------------|-----|
| • Professional Indemnity        | £1m |
| • Public Liability Insurance    | £1m |
| • Employers Liability Insurance | £1m |

## 9. Sustainability

- 9.1. Consilium Academies is committed to playing a lead role promoting sustainability as part of its civic responsibility.
- 9.2. Consilium Academies strives to achieve the highest ethical standards in all areas of its activities. Therefore, Consilium Academies is committed to buying, supporting, using and promoting fairly traded goods wherever possible in keeping with its fair-trade status.

- 9.3. Consilium Academies are keen that all projects that are delivered and Project Teams can develop a Social Value Strategy and bring added value to the buildings and environments in which they work. This is something that is currently under development and can be explored as part of the project.