

Sonning Common MHF

Request for Proposal (RFP)

Ground contractor

CLIENT: SONNING COMMON PARISH COUNCIL (“SCPC”)

AUTHOR: MIKA RINTA-SUKSI

DATE: 30/10/2020

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PART 1 – INSTRUCTIONS TO PROPOSERS AND PROPOSAL CONDITIONS

We are delighted to announce that **Sonning Common Parish Council (“SCPC”)** and **Aurora Construction Consultancy (“Aurora”, the Local Partner)** are engaged as the Project and Quantity Surveyors to find suitable Ground contractor for a project in Sonning Common.

Client’s representative: Mika Rinta-Suksi, Aurora Construction Consultancy

- Timelines and high-level milestones are key factors. The works on the site have been planned to start in **January 2021** (and are expected to be completed by **30 April 2021**). With the current situation with Covid we are reviewing the project dates closely.
- **Date for tender return is 11th December 2020 by midday. Subject to planning permission**

1.1 Company contacts

The following individual is the nominated Company contact for this RFP.

Name	Mika Rinta-Suksi	
Title/Position	Senior Project Manager, AuroraCC	
Telephone	+44 7939 537584	
Email address	M.rinta-suksi@aurora.cc	
Availability concerning questions and site visit requests	30.10.2020 onwards	

1.2 Queries and questions during the RFP period

Proposers are to direct any queries and questions regarding the RFP content or process to **the nominated contact above**.

Aurora, on behalf of Sonning Common Parish Council (“SCPC”), may convey responses to submitted questions and queries to all Proposers so that each is equally informed.

1.3 Proposal Submission methods and requirements

Proposers must submit their Proposal to the Company, by of the following method:

By email to: m.rinta-suksi@aurora.cc. Electronic copies are to be submitted in PDF and native (e.g. MS Word) format and proposers may submit multiple emails (suitably annotated – e.g. Email 1 of 3) if attached files are deemed too large to suit a single email transmission or via a link.

As a minimum, a Proposal is to also contain a cover letter and / or an executive summary.

1.4 Acceptance of Proposals

A proposal may be for all or part of the Requirement and may be accepted by Company either wholly or in part. A Proposal will not be accepted by Company unless and until Company has signed a Contract or sent a 'Notice of Award' in writing to the successful Proposer.

Company is under no obligation to accept the lowest priced Proposal or any Proposal and reserves the right to reject any Proposal which is incomplete, conditional, or not complying with the RFP documents.

1.5 Sourcing Requirement

Any sub-trade to be carried out, in relation to the Project, by the winning contractor, must show details of the proposed team. The contractor must demonstrate previous work done and highlight savings or targets achieved.

1.6 Withdrawals

Proposals may be withdrawn at any time prior to the RFP closing date and time by written notice to the Company.

1.7 Proposers to inform themselves

The company has taken all reasonable care to ensure that the RFP is accurate, however, the Company gives no representation or warranty as to the accuracy or sufficiency of the contained information and that all Proposers will receive the same information. Proposers are required to inform themselves fully of all conditions, risks and other circumstances relating to the proposed scope of work prior to submitting a Proposal. Proposed prices shall be deemed to cover the cost of complying with all the conditions of the RFP and of all things necessary for the due and proper performance and completion of the Requirement.

1.8 Proposal acknowledgment

By participating in this RFP Proposers are indicating their acceptance to be bound by conditions set out in this Part. Proposers' are to acknowledge this acceptance, and furnish details of their representative that will be the sole point of contact for all matters relating to the RFP, in writing, to the Company prior to the proposal acknowledgment due date.

Any Proposer choosing to not submit a Proposal is required to acknowledge this intent, in writing, to the Company and return all RFP documentation to the Company prior to the proposal acknowledgment due date.

1.9 Reporting

The Contractor will be responsible for reporting directly to Aurora to an agreed schedule and content (including cash flow, purchase orders, change requests, progress, etc.). See also chapter 2.3.

1.10 Collusive Tender Declaration

The Bidder declares:

That the proposal is a *bona fide* submission, intended to be competitive and that no fixing, adjustment of rates and/or conditions have been entered into by contract, word of mouth or any other correspondence which would involve the aforementioned actions either before, during or after the proposal is submitted for consideration, with any person, Association, Company or Corporation.

That no incentive has been offered, received, or agreed with any party to withdraw from the bidding process.

That no incentive has been offered, received, or agreed with any party linked with Sonning Common Parish Council ("SCPC"), or Aurora or any of its subsidiaries to swing favour in the bidding process.

PART 2 – THE REQUIREMENT

2.1 Context

The purpose of this RFP is to commence on a Ground contractor agreement to support the Sonning Common Parish Council ("SCPC") recreational ground groundworks and landscaping.

The Ground contractor will need to co-ordinate the requirements for the in-house consultants within their design, and the Ground contractor shall bear the responsibilities related to coordination, communication, safety and all other common tasks that belong to local standard responsibilities of GC.

Milestones for construction works

Following milestones shall be considered in pricing and preparation of Tender:

- Site available for the start of works: 04 January 2021
- Completion: 30 April 2021.

Vendor's Proposal shall cover all additional costs, overtime fees and other costs that are required to meet these milestones.

2.2 Scope for ground works

To undertake groundworks to change the existing contours of the land at Memorial Hall Field, Reade's Lane, Sonning Common, Oxfordshire RG4 9LL (land registry number ON341513) – "MHF". This is to create an active destination for our community with areas of level playing space for informal recreation, sport, physical activity and community events, in a setting which is sympathetically landscaped and in keeping with the Chilterns Area of Outstanding Natural Beauty ("AONB") in which it is located.

Expected output of work:

Groundworks to create a destination for informal recreation, sport, physical activities and community events.

The land is situated at Memorial Hall Field, Reade's Lane, Sonning Common, RG4 9LL, in the Chilterns Area of Outstanding Natural Beauty. It was previously used for agriculture but has not been in use for several years. The project comprises:

- Site wide bulk earthworks.
- Cultivation and seeding works.
- Footpath construction with permeable surface, 700M*2M
- Swale excavation.
- Play areas.
- Construction of retaining wall/bank. Avoid building retaining walls
- Cabling/conduits for future lighting for the footpath and Muga
- Site Fencing - **Subject to planning permission**
- Landscaping and planting - **Subject to planning permission**
- Bench and bin installations on a concrete base.
- Preparation of Public Access and car parking – **Subject to planning permission**

- Maintenance to handover
- Preparation of MUGA base
- Drainage connection from swale to MUGA area
- Installation of MUGA
- MUGA fencing

Site location and size:

The site is located to the south western edge of Sonning Common, on the north side of Reade's Lane, opposite Maiden Erlegh Chiltern Edge School ("MECE"). It is of approximately 4.1ha and accessible from the centre of Sonning Common village by foot or cycle. It is visually contained within hedgerows to the north and south and tall mature trees, including oaks to the south.

The vendor executes complete ground works and landscaping.

Vision:

Memorial Hall Field will provide recreation space for the residents of Sonning Common with facilities encouraging healthy activity, sport and opportunities for community engagement. The development of the site must consider carefully the AONB, biodiversity, sustainability and maintenance. The aim will be to maximise the usage of the site with creative facility provision, so that it becomes a magnet for activity throughout the year.

The scope shall include such as (but not limited):

The site undulates from a ground level of 95.5m in the northern apex down to around 91m in the lower middle of the site and going as low as 89-90m in the south east corner before rising to around 93m to the south along Reade's Lane. There is a shallow valley going E-W across the lower mid part of the MHF which offers scope for future buildings, thus minimising their base and ridge-height prominence in the landscape.

The site design creates accessible levelled areas on which informal sport and games can be played. Changes to levels have been made only where necessary in order to maintain an interesting topography and provide flexible use of space.

A key focus is an accessible trackway around the perimeter of the site to support walking, running, and learning to cycle. This will encourage site usage, support disabled access/use, provide emergency access in case of need, and offer some natural surveillance throughout the day. The contours in the south of the site require a low retaining wall or a bank to be created along the lower trackway parallel with Reade's Lane in order to provide levelled areas there. This is indicated in bright yellow on the plans. A low fence will be added here for safety. An accessible path will provide access from one level to the other as shown on the plans.

We want people to feel safe, so the addition of way-faring lighting around the proposed footpath and directional lighting for the MUGA will be a future objective for funding.

Appropriate fencing and/or planting to balance functional security, safety and appearance will delineate the perimeter of the whole site.

Lighting

The installation of cabling for LED wayfaring lighting and lighting to the MUGA is depending on future funding. Such lighting will include intelligent switching systems and where possible solar generation to improve sustainability.

2.3 Commercial terms

Following shall be considered applied on offer

- The contractor shall form a detailed schedule with detailed for scope and specific tasks of it.
 - Contractor shall update the detailed schedule once per week, and notify separately in writing if any risks related to milestones presented in Master schedule
- Contractor should submit a long lead schedule of plant & materials that has a long lead time
- Insurance requirements
 - Liability insurance must be provided for the contract sum
 - Concerning installation scope, liability insurance shall be up to 2.000.000, POUND (to cover expenses for other parties caused by contractor)
- Liability periods
 - Warranty for materials and work must be 2 years after accepted completion of the scope
- Retention / surety requirements
 - For installation:
 - on-demand performance guarantee which is valid until handover
 - on-demand warranty guarantee that starts from accepted completion of scope and is valid for 2 years.
 - Value for both shall be 10% of the contract value.
- Payment procedures
 - Payment posts to be agreed separately in further negotiations.
 - General rule for invoicing is, that a pre-invoice is sent to Client agent (Aurora) via e-mail before the actual invoice is sent. The client agent can review and comment contents of the invoice for 5 full working days, and either request for modifications or accept the invoice. If rejected, new pre-invoice and the same procedure as above shall apply. If approved, and invoice can be sent via official routes and the invoice can be supplemented with the invoice review report.
 - Max one invoice per month per contract
 - Payment terms 30 days net
- Change management procedures
 - Invoicing of accepted additional works after final inspection is completed
- Client named contractors or suppliers

- Generally, all contractors must provide documents that are listed and accepted. These documents in valid, acceptable form are a precondition for selection of a Supplier and they shall be delivered to Client before a PO is placed.
- Reporting frequency and information required
 - Following reports are required:
 - Bi-weekly report (including ongoing tasks, completed tasks, tasks that start at the following week and possible commercial matters such as risks on schedule or budget)
 - Monthly report
 - Overall view on the progress of the project (design, procurement, manufacturing, installation) – the level of details to be advised by Client
 - This report shall give sufficient and up-to-date information about the progress of the project, commercial progress, and notes if any risks for schedule or budget are noticed.
 - Lists of actual hours covering all members that have joined on work.
 - Final report after the project is completed
 - Review of contractual scope
 - Possible changes in scope
 - Financial summary (budget / actual if changes)
 - Areas that were successfully completed
 - Development ideas for the next project.
 - All notices related to risks that may have an impact on schedule or costs must be reported immediately after noticed (during same-day latest) via call and confirmed via email to Client's project manager and technical team.
 - In case if the effects on costs or schedules are not informed, then the Client expects that there are no impacts on schedule or budget, or the Contractor can solve challenges at own cost and within the agreed time schedule.

Appendix 1 – Site Photos are attached as a ZIP file

Appendix 2 – SC_MHF drainage

Appendix 3 – SC_MHF site plan

Appendix 4 – SC_MHF access road and car park

PART 3 – INFORMATION TO BE PROVIDED BY BIDDERS

This Part details all the information proposers are required to provide to the Company. Submitted information will be used in the evaluation of Proposals.

3.1 Commercial Proposal

Payments will be assessed and measured against progress and deliverables achieved.

Prices should also include all customary out-of-pocket expenses such as: (i) travel to and from the site, (ii) meals, (iii) accommodation, (iv) communications/telephony, (v) printing and (vi) statutory.

Hourly rates should be included in the submission.

The rates referred to in the schedule should remain fixed through to close-out of the project.

The staff rates referred to in the Schedule of Payments and Time Charge Rates will be used to calculate unspecified additional services and will be deemed inclusive of all management costs, overheads and profit for the purpose of calculating additional fees.

Pricing of scopes must be structured in a way, that it allows make an agreement only for one of offered scopes individually.

Client does not compensate any costs for Vendors which are said to be caused during preparation of an offer.

3.2 Pricing information

This clause sets out the information necessary for Proposers to furnish rates and prices as consideration for delivering the Requirement against any resultant Contract.

Prices include all costs

Submitted rates and prices are deemed to include all costs, insurances, taxes, fees, expenses, liabilities, obligations risk and other things necessary for the performance of the requirement.

Any charge not stated in the Proposal as being additional, will not be allowed as a charge against any transaction under any resultant contract.

Applicable Goods and Services Taxes

Proposal rates and prices shall be **exclusive** of [state details of tax applicable, separately (i.e. VAT, Withholding Tax).

Currency of proposed rates and prices

Unless otherwise indicated, all rates and prices submitted by Proposers shall be in **POUND (£)**

Rates and Prices

Please mention the Day Rate Break Down & any applicable fee (day rates or Fee)

3.3 Non-price commercial information

Form of Proposal – Company details, contact information etc.

As you put together your proposal, ensure the following particulars are clearly covered:

- ✓ Proposal as groundworks schedule in based on milestones presented in this RFP
 - Separately for each area
- ✓ Examples of projects you've completed, whose qualities relate to this project, with attention to the foundational design concepts and planning of the work. Please also speak to budgets and schedules as applicable. Visual examples should demonstrate your firm's creativity and innovation in design. Please only show work representative of your specific firm.
- ✓ A resource plan and organizational chart of the specific personnel you propose for this project—this should include staff billing rates, roles and responsibilities, bios, references, and estimated percentage of time dedicated to each phase. Unless there is a "life-changing" event, we expect team members on the RFP submittals to be on our project for the duration.
- ✓ A clear demonstration of your experience with and approach for collaborating with multiple corporate stakeholders (e.g.: electrical, muga, etc.)
- ✓ Examples of projects that successfully integrate a company's brand into a design solution and show an ability to be creative with existing design standards.
- ✓ Familiarity with local and statutory bodies having jurisdiction.
- ✓ Date when the team proposed for this project would be available, with sufficient resources to start work.

Resource Schedule

Please note that the resource schedule:

- * will be used to assess whether the respondent has made due allowance for the demands of the project
- * Will be used as the basis for breaking the lump sum fee down into a schedule of monthly payments.
- * Is indicative in the sense that the respondent will be expected to provide whatever resources are required to properly discharge the services described in this Request for Proposal and achieve the client's objectives.

Timeframes shown for each phase on the appended resource schedule are indicative / only for illustration. The consultant is to adjust as appropriate to reflect / align with their own program for delivering the project within the timeframes.

Bribery and Corruption

Bribery is any payment or gift given to influence a person to perform or omit an act in the course of their official duties. In many cases the person being bribed is a government official or other figure of authority. In some instances, a corrupt official may deliberately delay or

obstruct routine processes to try and encourage individuals to offer a bribe. Bribery is illegal and Source8 has a zero-tolerance policy for bribery and corrupt practices. Please, bear in mind that these policies and their provisions are not negotiable.

PART 4 – PROPOSED CONTRACT

JCT Intermediate Form of Contract with Contractors Design (ICD) 2016

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