

**FILTER MEDIA REPLACEMENT AT CORBY EAST MIDLANDS INTERNATIONAL POOL**

**Document Two**

**Specification**

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18. **Definitions**
    1. The definitions of terms and/or acronyms used within this procurement are set out in Table A, below.

**Table A**

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| --- | --- |
| CDM | Construction (Design and Management) Regulations 2015 |
| Contract | The legal agreement between the Contractor and the Council, which details the Council’s requirements, terms and conditions |
| Failure | A failure by the Contractor to perform one or more of the requirements set out in the Contract |
| Parties | Corby Borough Council and the successful Contractor |
| PWTAG | Pool Water Treatment Advisory Group |
| Responsible Person | A consultant acting on behalf of the Council as a Subject Matter Expert |
| RIDDOR | Reporting of Injuries, Diseases and Dangerous Occurrences Regulations. RIDDOR puts duties on employers, the self-employed and people in control of work premises (the Responsible Person) to report certain serious workplace accidents, occupational diseases and specified dangerous occurrences (near misses). |
| Site | any premises (including the Council’s Premises, the Contractor’s premises or third party premises) from, to or at which:   * 1. the Service is (or is to be) provided; or  1. the Contractor manages, organises or otherwise directs the provision or the use of the Service. |
| Start Date | The date the Contract start |
| The Council | Corby Borough Council |
| The Contractor | The company who wins the contract, following evaluation of all bids received by the Council |
| Working Day | Monday to Friday, excluding any public holidays in England and Wales. |

1. **Introduction**
   1. The Council is seeking a suitably qualified and experienced Contractor to replace the filter media at Corby East Midlands International Pool.
   2. The Council requires a sodium silicate glass sand media made from mixed colour recycled container glass sub angular in shape size 0.5 - 1.00mm (BS 16/30) grade to be used in all filters in line with the most recent PWTAG, relevant professional bodies, charted organisations and industry guidelines.
2. **Background**
   1. Corby East Midlands International Pool opened in 2009 and the Council is now looking for a suitable Contractor to complete a filter refurbishment and glass media change while the swimming pools remain open and operational to the public and user groups.
3. **Scope**
   1. A site survey will be required to establish the logistics and method of the filter refurbishment and media change in line with Health and Safety guidelines. Plans of all filters have been included at the Annexes of this Specification. No specific guidance or advice will be given by the Council or their representative and any information that a Contractor may use must be checked against current industry regulations and current legislation. The most recent filter condition report will also be made available as an annex to this Specification.
   2. Any replacement parts, repairs or refurbishment required must be clearly provided in the Contractor’s offer.
   3. The Contractor will be required to supply all media and parts to the following detail:
      1. Reline all filter vessels using solvent free 3 – coat Epoxy;
      2. The product used must be a solvent free - 3 coat application epoxy paint system chemically resistant to Sodium Hypochlorite and Sulphuric Acid treatment of pool water.
      3. Apply first coat rust stabiliser primer (state colour) heat dry to cure.

Apply second coat rust stabiliser primer (state colour) allow to dry then:

Apply third coat glass flake reinforced finish (state colour).

* + 1. sodium silicate glass sand media recycled container glass sub angular in shape size 0.5 - 1.00mm (BS 16/30) grade
    2. Pea gravel graded 6mm in size.
  1. The Contractor must dispose of all old filter media and all associated parts in line the most recent environmental standards.

1. **Service Conditions and Environmental Factors**
   1. **Due to the budget and expenditure for this project being pre-approved by the Council’s One Corby Policy Committee, any bids received in excess of the maximum pre-approved total project budget of £170,000 will be disregarded by the Council.**
   2. All works will need to be undertaken whist Corby East Midlands International Pool remains in full operation, with the exception of the spa filter. The Contractor must clearly specify the time the spa will remain out of use, which needs to be given careful consideration, as this will be communicated in advance to facility users. All other pools must remain open and fully operational, unless clearly agreed in writing with the Council and will only be considered for exceptional circumstances.
   3. Corby East Midlands International Pool is open to members of the public or clubs at the following times:
      1. 05:00 to 22:00 from Monday to Friday (inclusive); and
      2. 07:00 to 22:00 on Saturday and Sunday (inclusive).
   4. Corby East Midlands International Swimming Pool’s plant room can be accessed with prior agreement via a service road and double doors leading to a boiler room and via two (2) emergency hatches. If the use of the emergency hatches is required a fire evacuation plan must be presented with a fire risk assessment to the Council before agreement will be given.
      1. The main plant room is accessed via two (2) staircases and consideration will need to be given for the removal and replacement of the filter media via this route;
      2. The site has limited areas for the use of skips and no areas for the storage of equipment;
      3. At the time of any site visit, consideration must be given to any storage needs and will only be considered if detailed in your response and confirmed in a letter at the first pre-work contract meeting; and
      4. The Council’s Responsible Officer reserves the right to decline any such request, in line with health and safety requirements and needs of the staff, public and users of the facility.
   5. The Contractor must be able to demonstrate safe working practices at all times and all staff must hold the relevant qualifications for undertaking tasks associated with this project. The Contractor and all Sub-Contractors must conform to Personal Protective Equipment (PPE) regulations and must at all times carry and use any PPE required to deliver the project.
      1. A suitably trained person must be supplied by the Contractor on-site at all times to ensure current Health and Safety legislation is followed throughout the duration of the project;
      2. Accident reporting must be completed and complied at all times paying special attention to RIDDOR and all accidents must be reported to the Council Safety and Resilience Team for any actions that may be required;
      3. The Contractor must, at all times, ensure that access to the business areas are available; and
      4. Consideration must be given and agreed at the time of the site visits to the use of the buildings and as such any specific requirements they may have around the use of the sites by the staff, paying public and bookings.
   6. Consideration will need to be given for any specific requirements in line with Covid-19.
2. **Business Continuity and Disaster Recovery**
   1. At least fourteen (14) Working Days prior to the Contract Start Date, the Contractor shall prepare and deliver to the Council, for Approval, a plan, which shall detail the processes and arrangements that the Contractor shall follow to ensure continuity of the business processes and operations supported by the services, following any failure or disruption of any element of the service; and the recovery of the Service in the event of a Disaster.
   2. In the event of a complete loss of service or in the event of a Disaster, the Contractor shall immediately implement the Business Continuity and Disaster Recovery Plan (and shall inform the Council promptly of this).
3. **Statement of Requirements**
   1. The Council expects to receive bids from Contractors, who have the necessary skills and experience to supply the selected filter media and deliver a high quality filter media replacement service and filter refurbishment requirements, where identified.
   2. Within the available budget, Bidders must include:
      1. **Technical Specification for overhaul filters at Corby East Midlands International Pool**
4. Schedule of works;
5. Each filter to be overhauled in turn to permit the pool plant to remain in operation;
6. Removal and Disposal of existing media;
7. Isolate and open filter by removing top access door and sand door specify with costings method of removal of old media i.e. manual or mechanical extraction;
8. Empty out all spent media and cart to skips;
9. Unbolt and remove inlet pipe, and base collectors blank off outlet holes as required;
10. Inlet pipework and base collectors replace with new units;
11. Redundant filter media to be disposed off-site to registered landfill site in accordance with current legislation;
12. Corrosion and rust spots on the vessels need removing as part of the refurbishment;
13. Existing Hypalon lining is deteriorating needing removal prior to shot blasting;
14. Following liner removal and shot blasting back to SA 2.5 bare metal standard flush out interior of filter with a mild solution of Sodium Hypochlorite to disinfect shell, followed by pressure jet washing to remove any remaining salts; and
15. Heat dry shell to expel any moisture.
    * 1. **Recoating Internal Surfaces**
16. The product used must be a solvent free – three (3) coat application epoxy paint system chemically resistant to Sodium Hypochlorite and Sulphuric Acid treatment of pool water;
17. Apply first coat rust stabiliser primer (state colour) heat dry to cure;
18. Apply second coat rust stabiliser primer (state colour) allow to dry;
19. Apply third coat glass flake reinforced finish (state colour);
20. Three coats (state colour sequence) each coat to be a minimum Dry Film Thickness (DFT) of 200 microns using roller brush application will achieve that level of coverage;

***“IMPORTANT REQUIREMENT” – three (3) different colour sequence will need to completed to observe lining deterioration over time.  Tender submissions using the same colour will not be accepted and will not be scored.***

1. Following final drying of coatings internal surfaces to be "Spark" tested to determine integrity of finish; and
2. Contractor to supply technical data sheets of products to be used.
   * 1. **Internals**
3. Inlet pipework and base collectors to be replaced with new units; and
4. A contingency figure to be included to cover repairs where necessary.
   * 1. **New Media**
5. Recharge filters with Soda Glass media and Pea Gravel. There are several suppliers of Sodium Silicate glass sand media made from mixed colour recycled container glass - sub-angular in shape, the product must meet size 0.5 - 1.00mm (BS 16/30) grade. Pea gravel must be graded 6mm in size.
6. Contractor to supply technical data sheet of products to be used.
7. Following quantities and grades:
8. **50m filters x 4**
   1. Top Layer 9.0 Tonnes 0.5 – 1.00mm Glass Media; and
   2. Bottom Layer 1.6 Tonnes 6mm support pea gravel.
9. **Learner pool filters x 2**
10. Top Layer 2.3 Tonnes 0.5 – 1.00mm Glass Media; and
11. Bottom Layer 0.4 Tonnes 6mm support pea gravel.
12. **Fun pool filters x 2**
13. Top Layer 4.0 Tonnes 0.5 – 1.00mm Glass Media; and
14. Bottom Layer 0.6 Tonnes 6mm support pea gravel.
15. **Spa pool filter x 1**
16. Top Layer 1.5 Tonnes 0.5 – 1.00mm Glass Media;
17. Bottom Layer 0.275 Tonnes 6mm support pea gravel; and
18. The amounts quoted for the media are for each filter.
19. The above media to be viewed as minimum amounts allowance to be made to bring media level up to inlet pipework in each filter;
20. Delivery of media to site to be included in 25kg bags, palletised and shrink wrapped in accordance with current EEC manual handling regulations/guidelines; and
21. No product substitutions to be permitted.
    * 1. **Inlet System**
22. Refit inlet pipe and diffusers.
    * 1. **Air Vent**
23. Check filter air vent and service where appropriate to ensure correct operation.
    * 1. **Filter Doors**
24. Refit sand dump port bolted lid with new “O” ring, whilst recharging with new media; and
25. Refit top bolted manway door with new gasket after inlet system refitted.
    * 1. **Commission**
26. Backwash filter in order to remove fines from the new media, then bring system back online; and
27. Record inlet and outlet pressure gauge readings.
    * 1. **Report and Completion**
28. Produce to the Council, a written report on internal condition of the vessel once emptied of media and fittings.
29. Inlet/outlet systems and internal shell may require remedial work following inspection – Contractor to allow for any remedial work to be completed as a contingency item;
30. Once filter overhaul completed issue completion certificate for records together with a final written report as to warranty period of completed project;
31. On completion of works to each filter the working area to be cleared of debris, washed down and generally left tidy; and
32. Disposal of packaging and pallets etc. using skips to be included in the price.
    * 1. **Additional Requirements**
      2. A post-condition written report for each filter, to include all works completed providing a full detailed warranty for all works undertaken;
      3. A post installation programme must be included for any damage to ceilings, walls or other such areas affected by the removal of the current filter media and replacement media and any additional works undertaken;
      4. All current filter media and filter fittings must be disposed of away from site in line with safe current environmental requirements and regulations; and
      5. A programme of works, in the style of a timeline, must be submitted detailing the duration of the supply of the glass media, refurbishment works as set out in this Specification and disposal of the current media and used parts.
    1. The filters at Corby East Midlands International Pool are located on the ground floor of the main plant room.
       1. 4 x 3.0m diameter x 25% duty filters serving the 50m pool;
       2. 2 x 1.5m diameter x 50% duty filters serving the 20m pool;
       3. 2 x 1.8m diameter x 50% duty filters serving the fun pool; and
       4. 1 x 1.8m diameter filter serving the spa pool.
    2. A full survey, by means of a site visit, is required to understand the plant room layout and the logistics required to undertake full media change on all filters.
    3. Full consideration must be given to the internal condition of the filters for works as set out in this Specification.
    4. A full breakdown of costs is required to cover works as set out in this Specification and the method of filter replacement, be that mechanical or manual method.
    5. The Contractor will be required to manage the CDM role for the works. Consideration will need to be given for the required works at the time of the site survey.
    6. The Contractor must supply full written Risk Assessments and Method Statements, detailing any permits to work required for the filter refurbishment as set out in this Specification.
    7. The Contractor must provide to the Council, the names of the Companies and/or persons who the Contractor shall appoint to fill any roles, including all Sub-Contractors, at least ten (10) Working Days prior to the Contract Start Date.
33. **Quality Requirements**
    1. All works must comply with industry guidelines, requirements and the Contractor must be able to demonstrate how and where this has been completed for the works set out in this Specification.
    2. The Contractor must be able to demonstrate fully qualified and experienced staff and where appropriate be registered with the relevant professional body. This must be included at the time of your submission and be available on site during the duration of the works.
34. **Whole of Life Support and Warranties**
    1. Details of all works undertaken to include all replaced parts and media must be supplied, including information relating to the length of warranty and any additional cost and call out period if replacement is needed and any call out and/or manufacturing period.
    2. Unless detailed separately, all products and works shall be guaranteed for a minimum of twenty-four (24) months following delivery and/or any installation.
    3. The Contractor must attend a final works evaluation where the project will be agreed as complete and confirmed in writing.
    4. On completion of the project if the works are found to be substandard by way of an independent post works evaluation by an independent expert, appointed by the Council, the works will need to be undertaken again at the cost of the Contractor. The expert will produce a report to be signed off by both Parties confirming all works have been completed to industry standards.
35. **Implementation Criteria**
    1. This contract is to run for a maximum of twelve (12) weeks from the Contract Start Date and will conform to a project plan or timetable of works to be agreed between the Contractor and the Council, based on the Contractors original Gantt chart, supplied as a part of their Tender Response to the Council.
36. **Monitoring Arrangements** **and Contract management**
    1. The Contractor shall at all times provide the Service to meet or exceed any Performance and requirements set out in this specification and accompanying documents.
37. **Project Management**
    1. The Council will appoint a Responsible Person, who will oversee the management of the project and to whom the Contractor will report to throughout the refurbishment.
    2. The Contractor and the Council shall ensure that appropriate resource is made available on a regular basis such that the aims, objectives and specific provisions of this Service can be fully realised.
    3. There will be three (3) inspection visits during the project by the Responsible Person, namely:
       1. Emptying of vessels and shot blasting.
       2. Application of third coat of new lining and spark testing.
       3. Following media refilling and before vessels are resealed for commissioning.
    4. Should additional inspections be required, the Responsible Person, after discussions with the Council, will inform the Contractor as to when and the reason(s) why this must take place.
    5. The Contract is scheduled to last twelve (12) weeks from the date of agreed commencement which includes slippage time.
    6. All works to be completed within the agreed timeframe.
38. **Risk Management**
    1. The Contractor and the Council shall pro-actively manage risks attributed to them under the terms of this Contract.
    2. The Contractor shall develop, operate, maintain and amend, as agreed with the Council, processes for:
       1. the identification and management of risks;
       2. the identification and management of issues; and
       3. monitoring and controlling project plans.
    3. The Contractor will allow the Council to inspect, at any time within working hours, the accounts and records which the Contractor is required to keep.
    4. The Contractor will maintain a risk register of the risks relating to the Service, which the Council and the Contractor have identified.
39. **Performance Bond / Parent Company Guarantee**
    1. A 10% Performance Bond or alternatively a Parent Company Guarantee is required as a part of providing this Contract to the Council.
    2. Draft templates of both documents can be found at the Annexes of this Specification document.
40. **Other Relevant Details**
    1. **For the avoidance of doubt please be aware that following award of contract should the Contractor subsequently find that its proposed solution is not accurate and sustainable then the Contractor will not be permitted to amend their pricing bid so as to request any further monies associated with the full provision of this service.**
41. **Corporate Social Responsibility**
    1. Requirements
       1. In February 2019, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of Suppliers who work with government. (<https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf>)
       2. The Council expects its Suppliers and Sub-Contractors to meet the standards set out in that Code. In addition, the Council expects its Suppliers and Sub-Contractors to comply with the standards set out in this Section.
       3. The Supplier acknowledges that the Council may have additional requirements in relation to corporate social responsibility. The Council expects that the Supplier and its Sub-Contractors will comply with such corporate social responsibility requirements as the Council may notify to the Supplier from time to time.
    2. Equality and Accessibility
       1. In addition to legal obligations, the Supplier shall support the Council in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under each Contract in a way that seeks to:
42. eliminate discrimination, harassment or victimisation of any kind; and
43. advance equality of opportunity and good relations between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.
    1. Modern Slavery, Child Labour and Inhumane Treatment
       1. Modern Slavery Helpline - means the mechanism for reporting suspicion, seeking help or advice and information on the subject of modern slavery available online at <https://www.modernslaveryhelpline.org/report> or by telephone on 08000 121 700.
       2. The Supplier:
44. shall not use, nor allow its Sub-Contractors to use forced, bonded or involuntary prison labour;
45. shall not require any Supplier Staff or Sub-Contractor Staff to lodge deposits or identify papers with the Employer and shall be free to leave their employer after reasonable notice;
46. warrants and represents that it has not been convicted of any slavery or human tracking offenses anywhere around the world;
47. warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human tracking offenses anywhere around the world;
48. shall make reasonable enquires to ensure that its officers, employees and Sub-Contractors have not been convicted of slavery or human tracking offenses anywhere around the world;
49. shall have and maintain throughout the term of any of its Contracts, its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its Sub-Contractors anti-slavery and human trafficking provisions;
50. shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under any of its Contract;
51. shall prepare and deliver to the Council, upon request, a slavery and human trafficking report, setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with an annual certification of compliance;
52. shall not use, nor allow its employees or Sub-Contractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Sub-Contractors;
53. shall not use or allow child or slave labour to be used by its Sub-Contractors;
54. shall report the discovery or suspicion of any slavery or trafficking by it or its Sub-Contractors to the Council and Modern Slavery Helpline.
    1. Income Security
       1. The Supplier shall:
55. ensure that that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment;
56. ensure that all Supplier Staff are provided with written and understandable Information about their employment conditions in respect to wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;
57. All workers shall be provided with written and understandable Information about their employment conditions in respect to wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;
58. not make deductions from wages:
    1. as a disciplinary measure;
    2. except where permitted by law; or
    3. without expressed permission of the worker concerned.
59. record all disciplinary measures taken against Supplier Staff; and
60. ensure that Supplier Staff are engaged under a recognised employment relationship established through national law and practice.
    1. Working Hours
       1. The Supplier shall:
61. ensure that the working hours of Supplier Staff comply with national laws, and any collective agreements;
62. that the working hours of Supplier Staff, excluding overtime, shall be defined by contract, and shall not exceed forty-eight (48) hours per week unless the individual has agreed in writing;
63. ensure that use of overtime used responsibly, taking into account:
64. the extent;
65. frequency; and
66. hours worked; by individuals and by the Supplier Staff as a whole.
    * 1. The total hours worked in any seven day period shall not exceed sixty (60) hours, except where covered by Paragraph 5.3 below.
      2. Working hours may exceed sixty (60) hours in any seven day period only in exceptional circumstances where all of the following are met:
67. this is allowed by national law;
68. this is allowed by a collective agreement freely negotiated with a workers’ organisation representing a significant portion of the workforce; appropriate safeguards are taken to protect the workers’ health and safety; and
69. the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.
    * 1. All Supplier Staff shall be provided with at least one (1) day off in every seven (7) day period or, where allowed by national law, two (2) days off in every fourteen (14) day period.
    1. Sustainability
       1. The Supplier shall meet the applicable Government Buying Standards, which can be found online at: <https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>
70. **Annexes**
    1. To open the embedded annexes, **double click on the document icon**.
       1. Annex 1 – Filtration Plant and Features



* + 1. Annex 2 – Filter Condition Survey



* + 1. Annex 3 – Filter Plans (two (2) documents)



* + 1. Annex 4 – Standard ABI Performance Bond and Parent Company Guarantee Templates (two (2) documents)

 