

St Ives Town Council

StIves-RFQ-0002-23

Electric Space Heating and Associated Works at St Ives Library and Information Centre Request for Quotation



NAME OF AUTHORITY: St Ives Town Council (Cornwall)
QUOTATION FOR: electric space heating and associated works at the St Ives Public Library
CONTRACT NOTICE REFERENCE NUMBER: reference StIves-RFQ-0002-23
QUOTATION RETURN DATE AND TIME (DEADLINE): Midday 28 th July 2023

1. Introduction and background

1.1 Contents of the RFQ

This request for quotation (**RFQ**) comprises:

Quotation completion requirements

- i. APPENDIX A: Service Specification and Scope – page 10
- ii. APPENDIX B: Conditions of Tender – page 22
- iii. APPENDIX C: Quality Questionnaire – page 33
- iv. APPENDIX D: Form of Quotation – page 38

1.2 Introduction to the Council

A contract notice was placed on Contract Finder with reference StIves-RFQ-0002-23 and the RFQ was made available on Friday 30th June 2023.

The Council is conducting the procurement using the open procedure in accordance with the requirements of the Public Contracts Regulations 2015 (*SI 2015/102*) (PCR 2015) for the purpose of procuring capital works described in the Specification.

The Council is conducting this procurement pursuant to the open procedure because it is able to specify the solutions capable of satisfying its needs and the legal and financial makeup of the Contract. It does however mean that there will be no opportunity to enter into dialogue or negotiation around the Conditions of Contract. Accordingly, bidders are encouraged to make the best use possible of the clarification process. Since there will be no dialogue or negotiation, Bidders must ensure that they have understood the Council's requirements and comments in Quotations such as "for discussion" or "to be worked up in discussion

with the Council” are likely to fare worse on evaluation and may render the Quotation unacceptable.

This RFQ contains further information about the procurement process, the works, and assessment questions for Bidders to complete. Each Bidder's response (**Quotation**) should be detailed enough to allow the Council to make an informed selection of the most appropriate solution.

St Ives Town Council (“the Council”) owns the Town Library. The building is not listed but is a heritage asset. The building was acquired from Cornwall Council in 2018 and recent survey work has revealed that the current space heating solution is ineffectual in need of replacement. In addition, the Council wishes to procure a new system which contributes towards its carbon reduction goals.

1.3 Value of the contract

Based on surveys and estimates, the anticipated value of the works falls above the public procurement threshold of £25,000.

1.4 Contract Timetable

The Council is not specifying the anticipated commencement date. However, works must be completed no later than November 1st 2023.

1.5 Purpose and scope of this RFQ

This RFQ:

- Asks bidders to submit their quotes in accordance with the instructions set out in the remainder of this document.
- Sets out the overall timetable and process for the procurement.
- Provides Bidders with sufficient information to enable them to submit a compliant Quotation
- Sets out the Award Criteria that will be used to evaluate the Quotations.
- Explains the administrative arrangements for the receipt of Quotations.
- Unless otherwise indicated, all words and expressions used in these Instructions to Bidders with an initial capital letter shall have the meanings set out in the Conditions of Contract

1.6 Clarifications about the proposed works

This RFQ should provide all the information required at this stage. However, bidders are free to ask questions or seek clarification as appropriate to enable them to complete their Quotation. Questions must only be asked via the email tenders@stives-tc.gov.uk specifying ***Electric Space Heating and Associated Works - St Ives Library and Information Service - request for clarification*** in the subject line for of the email.

The Council will respond to all reasonable clarifications as soon as possible through publishing questions and the Council's response to them on via an email (**Clarifications Log**). The Council is committed to maintaining a competitive and transparent procurement process including ensuring that information given in response to Bidders' questions is equally available to all. Responses to Bidders' questions will be supplied to all on a uniform (and anonymised) basis. If a Bidder wishes the Council to treat a clarification as confidential and not issue the response to all Bidders, it must state this when submitting the clarification. If, in the opinion of the Council, the clarification is not confidential, will inform the Bidder and it will have an opportunity to withdraw it. If the clarification is not withdrawn, the response will be issued to all Bidders. Where a request for information or question is commercially sensitive, but the point is of general application, a distilled and sanitised version of the question and answer may be circulated. Similarly, any further clarification of issues arising or addenda will be circulated to all Bidders in writing.

The deadline for receipt of clarifications relating to the Services or this RFQ is set out in paragraph 2. The Council reserves the right not to answer questions received after this date.

Bidders should note that it is their responsibility to review all previous questions and answers that have been asked and answered as well as any additional information that might be circulated by email from time to time. Therefore, it is recommended that Bidders regularly check their emails and keep their email addresses up to date.

Bidders are advised not to rely on communications from the Council in respect of the Works or RFQ unless they are made in accordance with these instructions.

The Council reserves the right to issue amendments or modifications to the RFQ. Any such amendments will be issued to all Bidders simultaneously directly and Quotations will be assumed to take such amendments, and any modifications or amendments arising from the RFQ, into account.

1.7 Clarifications about the contents of the Quotation

The Council reserves the right (but is not obliged) to seek clarification of any aspect of a Quotation during the evaluation phase where necessary for the purposes of carrying out a fair evaluation. Bidders are asked to respond to such requests promptly. Vague or ambiguous answers are likely to score poorly or render the Quotation non-compliant.

2. Quotation Timetable

2.1 Key dates

This procurement will follow a clear, structured and transparent process to ensure a fair and level playing field is maintained at all times, and that all Bidders are treated equally.

The key dates for this procurement (**Timetable**) are currently anticipated to be as follows:

Event	Date
Deadline for receipt of clarifications	Monday 24 th July 2023
Target date for responses to clarifications	Wednesday 26 th July 2023
Deadline for receipt of Quotations	Friday 28 th July at midday
Evaluation of Quotations and internal approval process	Wednesday 2 nd August 2023
"Standstill" Letters issued	Wednesday 2 nd August 2023
"Standstill" period	From Friday 2 nd August to Monday 14 th August 2023
Confirm contract award	Tuesday 15 th August 2023
Completion Deadline	Friday 3 rd November 2023

Any changes to the procurement Timetable shall be notified to all Bidders as soon as practicable.

2.2 Deadline for receipt of Quotations

Responses to this RFQ must arrive at the address and in the manner prescribed under paragraph 3.1 no later than the Deadline.

Any Quotation received after the Deadline shall not be opened or considered. The Council may, however, in its own absolute discretion

extend the Deadline and in such circumstances the Council will notify all Bidders of any change.

2.3 References

Bidders are requested to supply three references. References will be used to verify the technical proposals put forward in the Quotation and will not be scored.

The Council reserves the right to seek references from any of the Bidders' customers, including the Council, whether or not the Bidder has listed such customers as referees.

2.4 Site visits

The Council recommends that prior to bidding, all Bidders should undertake site visits to ascertain the nature of the sites, local conditions which are likely to affect the delivery of the Services. Site visits can be arranged by contacting sam.hodge@stives-tc.gov.uk

2.5 Contract award

The Council may award the Contract(s) on the basis of a Quotation submitted in accordance with the instructions below.

Following submission of Quotations they will be evaluated in accordance with the methodology set out in Section 4 below and Appendix 1 to this RFQ. The Bidder who submits a Quotation with the highest overall score will be the most economically advantageous Quotation and will be selected as the Successful Bidder.

Contract award is subject to the formal approval process of the Council. Until all necessary approvals are obtained and the standstill period completed, no Contract(s) will be entered into.

Once the Council has reached a decision in respect of a contract award, it will notify all bidders of that decision and provide for a standstill period in accordance with the PCR 2015 before entering into any Contract(s).

2.6 Debrief

The contract award notification will be sent to each. The Council will inform all unsuccessful Bidders of the identity and relative advantages and characteristics of the successful Quotation as compared with the addressee's Quotation.

3. Quotation completion information

3.1 Formalities

All documents comprising the Quotation must be completed and sent by email to tenders@stives-tc.gov.uk with "Electric Space Heating and Associated Works at St Ives Library and Information Service" as the subject line of the email by the Deadline.

The following requirements must be adhered to when submitting Quotations:

- The pages of the Quotation documents must be numbered sequentially as "Page [x] of [xx]" and include the date and title of the document on each page of the main body.
- Any additional pre-existing material which is necessary to support the Quotation should be included as schedules with cross-references to this material in the main body of the Quotation. Cross-references to this RFQ should also be included in the Quotation whenever this is relevant.
- Where documents are embedded within other documents, Bidders must provide separate copies of the embedded documents as attachments.
- The Quotation must be in English and drafted in accordance with the drafting guidance set out in this RFQ.
- Each Quotation must be uniquely named or referenced.

The Quotation must be clear, concise and complete. The Council reserves the right to mark a Bidder down or exclude them from the procurement if its Quotation contains any ambiguities, caveats or lacks clarity. Bidders should submit only such information as is necessary to respond effectively to this RFQ. Quotations will be evaluated on the basis of information submitted by the Deadline.

The Bidder must provide an executed Form of Tender Where the Bidder is a company, the Quotation must be signed by a duly authorised representative of that company. Where the Bidder is a consortium, the Quotation must be signed by the lead authorised representative of the consortium, which organisation shall be responsible for the performance of the Contract. In the case of a partnership, all the partners should sign or, alternatively, one only may sign, in which case they must have and should state that they have authority to sign on behalf of the other partner(s). The names of all the partners should be given in full together with the trading name of the partnership. In the case of a sole trader,

they should sign and give their name in full together with the name under which they are trading.

3.2 Submission of Quotations

Each Bidder must submit a quotation which meets the Council's minimum requirements, operate as a standalone bid and not be dependent on any other bid or any other factors external to the Quotation itself. That is, the Quotation must be capable of being accepted by the Council in its own right.

3.3 Conditions of Contract

The Conditions of Contract that the Council proposes to use is attached at Appendix A. By submitting a Quotation, Bidders are agreeing to be bound by the terms of this RFQ and the Conditions Contract without further negotiation or amendment.

If the terms of the Contract render the proposals in the Bidder's Quotation unworkable, the Bidder should submit a clarification in accordance with paragraph 1.7 and the Council will consider whether any amendment to the Conditions of Contract is required. Any amendments shall be published through the Clarifications Log and shall apply to all Bidders. Where both the amendment and the original drafting are acceptable and workable to the Council, the Council shall publish the amendment as an alternative to the original drafting. Bidders should indicate if they prefer the amendment; otherwise the original drafting shall apply. Any amendments which are proposed, but not approved by the Council through this process, will not be acceptable and may be construed as a rejection of the terms leading to the disqualification of the Quotation.

The successful Bidder will be required to execute a formal Contract which embodies the terms of all the Quotation documents. The Contract will be in the form of a formal letter of appointment.

The successful Bidder will be required to enter into the Contract promptly and shall not commence the provision of the Services nor be entitled to any remuneration whatsoever until it has done so unless otherwise expressly agreed at its discretion by the Council.

The successful Bidder shall be liable for any loss or damage incurred by the Council if the Services cannot be concluded on the Completion Date as a result of the successful Bidder's failure to execute the Contract properly.

3.4 Documents forming the contract

The following documents shall form part of the Contract between the Council and the Contractor:

- Conditions of Contract
- Specification.
- Risk and Method Statement

Appendix A: Specification of Works

BUILDING NAME & ADDRESS

St Ives Library, Gabriel Street, St Ives TR26 2LX

PROJECT

Electric Space Heating replacement and associated works

CLIENT

St Ives Town Council, The Guildhall, Street-an-Pol, St Ives, TR26 2DS

PLANNING PERMISSION

The property is not listed but does fall within the St Ives Conservation Area. Planning consent has been granted for solar panels on the south roof aspect and these are in place.

BUILDING REGULATIONS

Building regulations approval will be required. Contractors will be members of NFRC Competent Person Scheme (or similar) to allow self-certification and provide a 10-Year or more insurance backed guarantee.

CONSTRUCTION DESIGN & MANAGEMENT (CDM2015)

Full compliance with CDM2015 regulations is to be followed during all stages. The project is non notifiable.

The contractor is to allow for all necessary site facilities and provide risk assessments and method statements as required.

EXISTING SERVICES

St Ives Library - Mains electricity, water & drainage.

TYPE OF CONTRACT

Confirmation in writing with contracted specification and terms.

MANAGEMENT

The contractor is to provide site management and administration, including liaison between the client any subcontractors, consultants and relevant statutory authorities, where necessary. Include for management charges, overheads costs and profits.

The contractor is to undertake to carry out the works specified in section 3 onwards within this document and is to include a necessary programme to indicate how the works will be completed by a specified start and finish date.

Full compliance with CDM2015 regulations is to be followed during all stages. The contractor is to allow for all necessary site facilities and provide risk assessments and method statements.

MATERIALS

Materials are to be as specified below and in accordance with the planning permission. Any variations must be agreed beforehand. All workmanship must follow current British standards, agreement certificates or industry codes of practice unless otherwise stated. Any relevant certification shall be provided upon request. All materials are to be installed to manufacturers specifications and any problems with incompatibility must be discussed with the contract administrator prior to installation.

VARIATIONS

Variation orders should be issued as appropriate by the contract administrator to allow an adjustment in the scope of works and expenditure or to confirm expenditure of contingencies or provisional sums under the intent of the contract. The contractor shall produce fully costed details of expenditure under variations upon request. Where requested the contractor will also produce fully dated timesheets and supporting supplier invoices.

Any day works carried out under variation orders are to be fully agreed with the contract administrator prior to execution.

LICENCES

The contractor must ensure to obtain any necessary licences associated with the works such as waste disposal, scaffolding all statutory permissions. Gaining necessary street works licences need to be factored into the lead times and confirmed within the quotations.

SERVICES

The contractor ensure that all service connections are maintained and safe during the works. Temporary site supplies must be allowed for and included in tendering costs.

PUBLIC

Construction areas should be completely fenced in order to keep the public out and warning signs will be displayed to advise of site dangers. All neighbouring properties should be notified of the hazards on site and kept aware of the activities. All access routes will be kept clear at all times.

Public roads will be regularly cleaned if debris from site is spread during inclement weather and suitable warning signs will be displayed. Nuisance dust will be controlled by water spraying if necessary, and drivers will be required to operate at slow speeds. Noise levels will be monitored to prevent the noise becoming a nuisance.

REMOVAL OF WASTE MATERIALS

All waste materials are to be disposed of at a licensed tip. Tickets for disposals must be kept.

WORK AT HEIGHT

Scaffolding should be priced separately. In setting out proposed timescales for work, the availability of scaffolding should be ascertained and confirmed.

All work at height will take place on scaffolding erected by a competent person, in accordance with current regulations and BS EN12811-1. Mesh guards will be fitted to platforms to prevent falls of materials. Handover Certificates will be obtained from the Scaffolding Contractor, prior to its first use.

MANUAL HANDLING

All materials will be handled mechanically when possible. One person will not handle loads weighing in excess of 20kg and a manual handling risk assessment will be compiled.

ASBESTOS

The contractor is to commission asbestos surveys and assessments where appropriate in accordance with UKAS regulations prior to commencing works. Full details are to be provided.

TRAFFIC MANAGEMENT

Efforts will be made to separate pedestrians from moving vehicles and plant. Where possible, one-way systems will be arranged to keep traffic flowing in one direction; temporary fencing will be erected to provide a safe zone for pedestrians with road crossing points established with the necessary road signs displayed.

When selecting plant and work equipment for use on site, consideration must be given to the suitability of the plant and its safe operating parameters. Operatives who are selected to operate an item of plant must also have their competencies assessed.

When the necessity arises for plant / vehicles to reverse, a banksman will be available to direct the driver.

Speed limits will be imposed on site and signs will be displayed accordingly.

A traffic plan will be compiled and updated as work on site progresses.

NOISE & VIBRATION

Noise and vibration levels will be kept to a minimum to prevent them becoming a nuisance and to prevent health effects to operatives. Levels above the minimum action levels will be monitored and records maintained.

DEMOLITION / STRIP OUT

Trained operatives working to a method statement prepared by a competent person will carry out all strip-out work

The contractor shall ensure that all relevant notices are fixed to the site in accordance with health and safety legislation.

The site must be kept clean and tidy at all times and rubbish is to be removed as work progressed. Waste and debris must not accumulate on the site to avoid health and safety hazards. Contractors must also work using dust extractors where necessary to avoid dusty environments leading to health hazards.

FIRST AID

The contractor is to undertake the appropriately qualified first aiders are available onsite at all times in accordance with the CDM2015 regulations

INDUCTION

ALL persons working on site will attend an induction course where site rules will be explained; all persons attending will be required to sign to confirm that they attended the induction training course.

PRE-START LIST

The following will be available on site prior to work commencing:

- i. Risk and Method Statement
- ii. Construction Phase Health and Safety Plan
- iii. A Safety Policy for all contractors working on site
- iv. Employers Liability Insurance Certificate
- v. Copies of Statutory Documents, Notices, etc.
- vi. Copies of Training Certificates
- vii. Site Rules / Induction Training Records
- viii. Plant Test / Examination Certificates
- ix. Warning Signs - Hard Hats / Overhead Cables / Deep Excavations / etc.
- x. Fire Extinguishers
- xi. Site Fencing, where necessary
- xii. Welfare Facilities in full working order (to regulation standard)
- xiii. Emergency procedures drawn up - fire plan, etc.

RISK / COSSH

Assessments for all activities with significant risk will be available prior to the activity commencing. This includes work to be carried out by sub-contractors.

Where risk assessments may not fully cover all hazards within an activity, a full method statement / permit to work system will be compiled.

SITE DOCUMENTATION

Copies of all site documentation will be kept available for inspection by authorised personnel and copies will be available for the Principal Designer for inclusion in the Safety File.

The contractor will ensure that all sub-contractors and specialist suppliers provide documentation of their installation and materials for insertion within all Health and Safety files. Test certificates will be required for all installations.

WEATHER

Risk assessment should always be undertaken to establish safe working at height taking into account the weather as well as changing wind speeds.

The contractor will ensure that necessary temporary protection is provided to the building during the works to avoid undue damage to internal areas and structures. All work should stop when the temperature drops below 3° C and ongoing works must be protected against frost.

STANDARDS OF WORKMANSHIP

The contractor must ensure to price for the full extent of work specified in these documents. Failure to fully price the scope of works will potentially lead to loss by the contractor and no claims for inadequate pricing of the specification will be allowed.

Variations from the specified work must be discussed with the contract administrator and cost savings will be encouraged as well as improvements in quality. The contractor is to consider all work and provide information on possible suggested variations as early as possible.

All materials and workmanship to comply with all relevant British standards and codes of practice. Strict adherence to the structural engineering drawings must take precedence over the design drawings and specialist installations such as steelwork and timber structures must be carried out by competent and experienced contractors, and must be fully priced based on the structural engineers specifications and drawings.

The contractor must ensure that site foremen are responsible and experienced in supervising and controlling the works on site. Any plant and operative equipment must be handled by experienced and competent operatives, and this is the responsibility of the site manager and contractor to ensure that good health and safety practice is followed at all times. As a minimum the site manager is to have an up to date Site Managers Safety Training Scheme certification.

Any works carried out by the main contractor or sub-contractors on site prior to the main approval or the submission of any additional information (i.e. details, samples, calculations or reports) requested by the Planning



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Department or Building control is carried out entirely at the their own risk.

COMPLETION DOCUMENTATION

On completion of the works the contractor must ensure to hand over all necessary completion certificates and provide building control with required documents to certify electrical and plumbing installations. A full handover file should be prepared which includes instruction manuals for all fittings and fixtures and this must be passed to the contract administrator and health and safety adviser. The necessary documentation will be require prior to release of the certificate of practical completion and appropriate retention.

A Building log Book should be kept on site at all times and comply fully with the guidance laid down in Approved Document : Part L2B : paragraphs 90 to 92 inclusive as well as CIBSE TM 31 and the current C.D.M. Regulations.

SCOPE OF WORKS

1. Introduction

Planet A Solutions CIC are supporting St Ives Town Council in their work to decarbonise. This procurement specification is part of that support work, setting out the requirements for a lower carbon, cost effective replacement space heating system for the library building.

2. The Library & Information Centre Building

Address: Street-An-Pol, St Ives. TR26 2DS

The building is of traditional stone construction dating from 1896 with a more recent addition to the western end of the building (Figure 1). The building abuts the pavement and has no grounds adjacent to it.



Figure 1: View of the Library from the west.

2.1 Current Space Heating

The building currently has three separate heating systems:

- A. 10 x electric night storage heaters, believed to be Dimplex 3.4 kW units that can operate either as a storage heater or during daytime, as a direct convection heater.
- B. A Fujitsu HVAC unit with roof mounted outdoor unit and indoor ceiling cassettes (out of service).
- C. A vertically orientated warm air curtain positioned immediately inside of the main entrance.



Figure 2 shows the floor plans for the ground floor and 1st floor with the two rooms that were heated by the Fujitsu unit identified as B, before these units failed. The existing Dimplex storage heaters are distributed around the other areas including the stair well and the smaller work spaces / rooms.

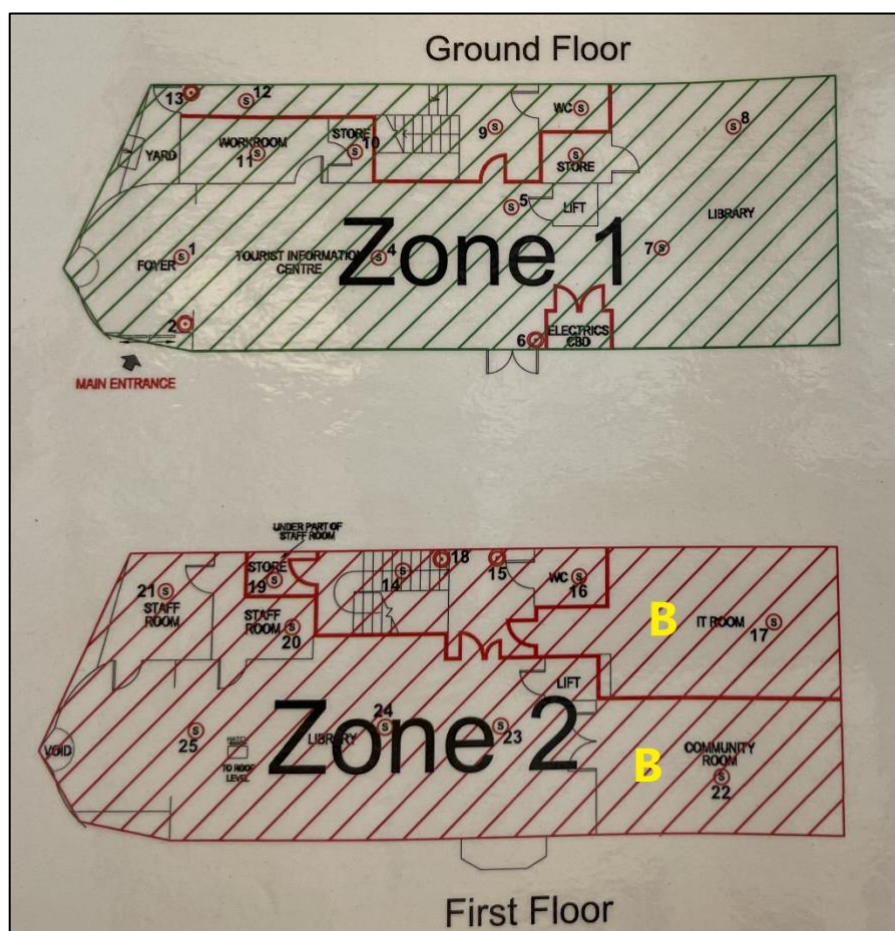


Figure 2: Ground floor and first floor plans with existing heating type B shown in two rooms.

2.2 Derived Heat Load

The building's Energy Performance Certificate (EPC) gives the heat load as 178 kWh/m²/year. The Net Internal Area (NIA) is approx. 400 m². However, the actual energy used is less than these values suggest due to the relatively short occupancy pattern (09.30 – 16.00 x 6 days) combined with high thermal mass. Whilst there is no submetering to accurately separate heating electricity use from unregulated electricity use, regression analysis of monthly electricity use against HDD data provides some confidence in the assumptions given in Table 1.



Table 1: Assumptions for annual heat energy demand derived from metered electricity use.

	Annual heating load
Night	8,119 kWh
Day	14,387 kWh
Totals	22,506 kWh

When the EPC value of 178 kWh/m²/year is considered against heating degree data for three years in mid Cornwall, the heat load duration curve given as Figure 3 is obtained. This assumes 24/7 heating which is not the case; this in part, explains why the peak of 27.5 kW is less than the installed heating capacity of circa 40 kW. * Another factor is that the Fujitsu units were not operating and are therefore not represented in this data.

* Note that whilst the vertical air curtain has a heating element, this equipment should not normally be included in heat delivery calculations.

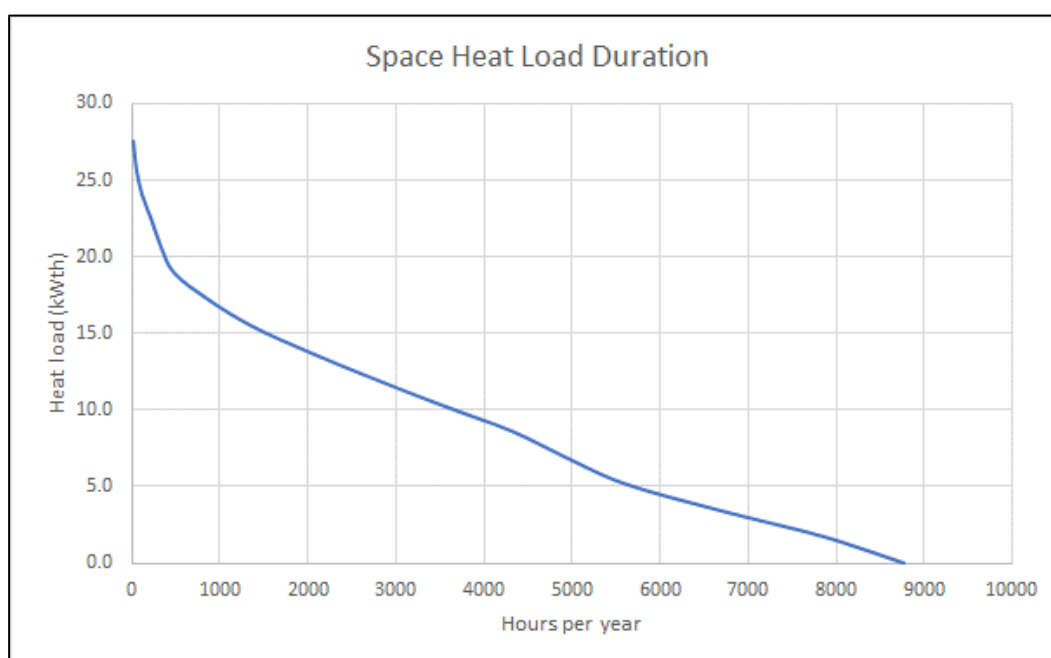


Figure 3: Heat load duration curve for the full building assuming 24/7 heating.

3. The Requirement

Contractors are invited to quote for the following, providing commentary on their choice of technology:

- An electric heating system to replace the night storage heaters and the Fujitsu units, achieving lower CO₂e (carbon dioxide equivalent greenhouse gases) emissions combined with cost effective operation. Such a system is expected to be an air source heat pump system but other solutions can be



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considered. Air to air systems are favoured due to the inconvenience and cost of routing pipes for a wet system.

- It is expected that this system will have an installed thermal capacity of circa 30 kW.
- Note: The Fujitsu HVAC unit was capable of providing cooling to the two rooms that it served. This capability must be included for these two rooms as a minimum.

3.1 Essential Inclusions

The following should be included within the quoted price:

- Normal heating design practices.
- Removal of existing items being replaced and removal of any redundant services and ancillary equipment associated with these items.
- Responsible and legally compliant disposal of all items and materials that are removed.
- Supply, installation and commissioning of the new system, following all legal requirements and trade association codes.
- Installation of any additional sensors and alarms required to meet best practice.
- Training for users as required and the supply of operating manuals.
- Supply of mechanical and electrical installation drawings.
- Warranty.

3.2 To be included with the Quotation

The following information should be included with the quotation:

- The price for the full requirement in pounds sterling together with the acceptance deadline.
- Details of any grant funding that is readily accessed for the scheme.
- Technical specifications and projected operating costs, e.g. citing the expected seasonal coefficient of performance (SCOP).
- Details of the warranty.
- Offer of a service contract.
- Proposed timeline for the design, procurement, installation and commissioning works.

3.3 Additional Information

The existing Fujitsu outdoor units are roof mounted and can be seen in Figure 4. Areas of the roof are assigned for solar PV modules – which are now installed, but some roof space will be viable for HVAC type units.



Figure 4: Aerial view of the Library showing the existing HVAC outdoor units.

There is a service entrance at the western end of the building with a high arch alcove. There is some space above head height that might suit the installation of a wall mounted or platform mounted, outdoor unit. Figure 5 shows this space highlighted.



Figure 5: Service entrance with potential overhead space for an outdoor unit.

3.4 Questions & Surveys

Enquiries relating to this procurement specification should be made to dave@planetaenergy.org

Potential providers are welcome to visit the library by appointment only. These appointments should be made through sam.hodge@stives-tc.gov.uk



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4. Returns

Returns to this request for quotation should be sent by email to tenders@stives-tc.gov.uk

Appendix B: Conditions of Tender

1.0 Council's Warranties and Disclaimers

The Council may require further information as appropriate and assess this as part of the evaluation process.

The Applicant shall have no claim whatsoever against the Council in respect of such matters and in particular (but without limitation) the Council shall not make any payments to the successful Applicant save as expressly provided for in the Contract and (save to the extent set out in the Contract) no compensation or remuneration shall otherwise be payable by the Council to the Applicant in respect of the services by reason of the specification being different from that envisaged by the Applicant or otherwise.

Whilst the information in this document has been prepared in good faith, it does not purport to be comprehensive or to have been independently verified. With the exception of statements made fraudulently, the Council does not accept any liability or responsibility for the adequacy, accuracy or completeness of such information. The Council does not make any representation or warranty (express or implied) with respect to the information contained in the document or with respect to any written or oral information made or to be made available to any Applicant or its professional advisors.

Each Applicant to whom the document is sent must make its own independent assessment of the proposed terms after making such investigation and taking such professional advice as it deems necessary to determine its interest in the Contract.

This document is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded the Applicant to bid or enter into any other contractual agreement. Under no circumstances shall the Council be liable to an Applicant in respect of any costs incurred by an Applicant (whether directly or otherwise) in relation to the preparation or submission of an offer.

2.0 The Bribery Act

The Bribery Act 2010 requires Public Bodies to ensure that they have procedures in place to prevent bribery by persons associated with them. As part of this responsibility all Applicants should make themselves aware of the obligations set out at <http://www.justice.gov.uk/legislation/bribery>.

3.0 Public Services (Social Value) Act

The Public Services (Social Value) Act 2012 brings in a statutory requirement for public authorities to have regard to economic, social and environmental well-

being in connection with public services contracts in a way that is relevant to the subject matter of the contract and compliant with the Public Contracts Regulations 2015. Applicants must note that they may be asked to comply with particular requirements based around such considerations as part of the selection and/or award process.

4.0 Freedom of Information Act 2000 and Environmental Information Regulations 2004 and Data Protection Act 2018

The Council is subject to the provisions of the Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations 2004 ("EIR"). This provides that anyone can ask the Council for any information held by it, or on its behalf and, unless an exemption applies, the information must be supplied. This means that all the information which an Applicant has provided in respect of this procurement and may provide in future to the contracting authorities will be subject to the FOIA or EIR.

In the absence of special circumstances, any part of the procurement documentation may be regarded as not subject to any exemptions, and therefore capable of being disclosed under the FOIA or EIR.

In respect of any completed Bid, where the Council is required to consider whether any information contained therein should be disclosed further to the FOIA, it will be necessary to consider whether any exemption applies. Where the Applicant considers that any of the information contained in its Bid is subject to any exemption, this shall be stated in the submRFQed document **Summary – St Ives high level works**, with an explanation setting out what exemption it considers applicable and the reasons for it. The Council may have regard to this explanation when considering its response to FOIA requests.

The attention of Applicants is drawn to Section 43 of the Freedom of Information Act Guidance

http://www.ico.gov.uk/for_organisations/guidance_index/freedom_of_information_and_environmental_information.aspx which provides that information may be exempt information if it constitutes a trade secret, or if its disclosure would, or would be likely to, prejudice the commercial interests of any person (including the Council). Applicants are further advised that, if the Council considers this exemption applies, it will then be necessary for the Council to determine whether the public interest in maintaining the exemption outweighs the public interest in disclosing the information.

5.0 Transparency in Local Government

As part of the transparency agenda, the Government has made the following commitments for procurement and contracting. Local authorities must publish details of any contract, commissioned activity, purchase order, framework agreement and any other legally enforceable agreement with a value that exceeds £5,000. The Council may also publish the contract entered into with the successful Applicant. In making publication the Council intends to follow

guidance set out in A practitioner's guide to publishing information in accordance with the local government Transparency Code 2015.

6.0 GDPR and Data Protection Act 2018

The Applicant and Council shall comply with the provisions of the EU General Data Protection Regulation (GDPR) and the DPA 2018 where it applies in regards to any contract resulting from this procurement procedure.

7.0 Counter Terrorism and Security Act 2015

Section 29 of the Counter Terrorism and Security Act 2015 places a duty on Local Authorities in the performance of their duties to have "due regard to the need to prevent people from being drawn into terrorism". The Act requires the Council to ensure that its procedures help to ensure a better understanding of radicalisation so that strategies can be put in place to deal with it. As part of this responsibility all Applicants should make themselves aware of the obligations set out at <http://www.legislation.gov.uk/ukpga/2015/6/contents>.

8.0 Modern Slavery Act 2015

Regulation 19 of the Modern Slavery Act 2015 incorporates the offences under Section 1, 2 or 4 of the Modern Slavery Act 2015 into Regulation 57 of the Public Contract Regulations as grounds for mandatory exclusion at selection stage. Section 54 of the Act also requires businesses which meet certain criteria to prepare and publish a slavery and human trafficking statement.

As part of this responsibility all Applicants should make themselves aware of the obligations set out at

<http://www.legislation.gov.uk/ukpga/2015/30/contents/enacted>.

9.0 Late Payment Directive 2015

The Council must maintain compliance with the following legislation:

Late Payment of Commercial Debts (Interest) Act 1998

Late Payment of Commercial Debts Regulations 2002

Late Payment of Commercial Debts Regulations 2013

5.9.2 The latter set of Regulations implements an EU Directive on late payment (Directive 2011/7/ EU). In line with this directive, the Council requires that all contracted suppliers pay their sub-contractors within 30 days.

10.0 Study of the Document

Documents issued by the Council to a prospective Applicant must not be passed on to a third party without the express permission of the Council.

- Applicants are expected to read, understand and agree to the documents as set out (including the terms and conditions) of the document as they will in their entirety form part of the resultant Contract.



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- The Applicant is required to obtain all information as it may require them to make a Bid. The Applicant shall be deemed to have satisfied itself as to the correctness and sufficiency of its Bid. No claims whatsoever shall be entertained arising out of the Applicants failure to study the documents; the information provided will be relied upon as being true and accurate and will form part of the Contract with the successful Applicant. If any of the information given by your organisation within the document is subsequently identified as being inaccurate, this may exclude your organisation from further consideration.
- The Applicant's price shall (except in so far as it is otherwise provided in the Contract) cover all obligations under the Contract and Applicants shall also be deemed to have obtained for itself all necessary information as to risks, contingencies and any other circumstances which might reasonably influence or affect its Bid.
- The Applicant is responsible for all costs, expenses and liabilities incurred by the Applicant in connection with preparing its Bid.

11.0 Consortia and Sub-contracting

Where an Applicant wishes to make its application as a Consortium or utilising subcontractors the Council advises the group of organisations to select a Lead Applicant in whose name the Bid is to be submitted. The Lead Applicant is advised to confirm precisely what the arrangements are within its Bid including providing the names of all of the organisations to be involved, the nature and extent of their involvement and proposals regarding the structure and management of the Consortium or arrangements. Such details should be provided within the Selection Questionnaire where appropriate and should enable the Council to assess the overall Consortium or core supply base. All members of the consortium are required to provide the information required in all sections of the Selection Questionnaire.

The Lead Applicant should provide details of the actual or proposed percentage shareholding of the constituent members within the Consortium or the exact nature of and degree to which the Supplies/Services to be sub-contracted. Applicants that wish to bid as a Consortium or sub-contractor are discouraged from also making their own individual application or from participating in Consortia or providing sub-contracting arrangements for multiple Lead Applicants.

The Council recognises that arrangements in relation to Consortia and sub-contracting may (within limits) be subject to future change. Applicants should therefore respond to this opportunity in the light of the arrangements as they are currently envisaged. Applicants are informed that any future change in relation to Consortia and sub-contracting must be notified to the Council during the procurement process or in the event that they are the successful Contractor and, in any event, as soon as that change is known.



The Council may then make a further evaluation of that Applicant or Contractor by applying the Selection criteria to the new information provided. In the event that the Council's evaluation of the new information results in an outcome that is different from the original, it reserves the right to deselect that Applicant from the process on those grounds and the Applicant shall be notified accordingly. As such, the Lead Applicant shall undertake to ensure that any change to its Consortium or sub-contractors shall not have a negative impact upon the arrangements.

If a Consortium is not proposing to form a corporate entity, full details of alternative proposed arrangements should be provided. Where the proposed Lead Applicant is a special purpose vehicle or holding company, information should be provided regarding the extent to which it will call upon the resources and expertise of its members.

Please note that the Council reserves the right to require a successful Consortium to form a single legal entity in accordance with Regulation 19 of the Public Contracts Regulations 2015. Where an Applicant requires additional time in the procurement process to establish relationships with suitable consortia partners it is advised to notify the Council at the earliest convenience and request an extension to the procurement timescales. Applicants may do this through the messaging facility described at the clarification section.

12.0 Discrepancies, Omissions and Errors

Should the Applicant find discrepancies in, or omissions from, the procurement documents, the Council shall be immediately notified by the Applicant: Should any additions or deletions arising from such notification, or in the event that the Council requires an amendment to be made, these will be issued by the Council to all Applicants and will be deemed to form part of the documentation. The Council reserves the right to extend any date of submission accordingly.

13.0 Terms and Conditions

- The applicable terms and conditions accompany this Quotation. Applicants will be required to declare that they have read and understood and will comply with said clauses as part of the submission process.
- Any queries regarding the terms and conditions, including an Applicant's request to suggest alternative drafting on some or all of the clauses contained therein, may be raised during the clarification period and in accordance with the Clarification Process. The Council requests that Applicants' comments, queries and/or suggestions are clear and precise, otherwise they may be rejected.
- Where the Council is in agreement with any changes to the terms and conditions proposed during that period, it will update the relevant documentation and all Applicants will be notified accordingly. The Council reserves the right to extend the submission deadline date in order to allow Applicants sufficient time to take these changes into account. Where the Council is not in agreement with any changes those proposals shall have been judged to have been rejected and the Council shall provide an



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explanation to the Applicants as to the reason/s why it has been judged so.

- When the period for clarification has closed Applicants shall no longer be allowed to raise any further queries regarding the terms and conditions and the Applicant shall not be permitted to reserve their right to comment or negotiate upon the terms and conditions at any point thereafter.
- Applicants are required to agree to the terms and conditions associated with this procurement opportunity as part of the submission process and the Council reserves its right to class any Bid submitted to the contrary as noncompliant. All such Applicants shall be judged to have failed with their submitted Bids, shall be evaluated no further and notified accordingly.
- The Contractor(s) shall accept the terms and conditions as they are drafted in the final Contract. No further negotiation shall take place nor changes allowed. Where a Contractor disputes this position the Council reserves the right to withdraw the Contract award and class the submission as non-compliant.

14.0 Requests for Clarification

Upon commencement of the procurement process the Applicant shall not approach any elected member of the Council in relation to the opportunity, other than by using the agreed contact email.

Applicants should note that unless your question is innovation based, responses will be provided to all Applicants. Where a question is of a commercially confidential nature and the Applicant does not wish it or the associated answer to be shared with other Applicants, the Applicant shall state this clearly within its question. The identity of Applicants raising any questions will remain confidential.

Relevant questions together with the answers will be posted on **Contracts Finder** and on the relevant page of the Council's website www.stivestowncouncil-cornwall.gov.uk and it will be the requirement for the Applicant to check any updates.

When Applicants first access the procurement documentation, they should satisfy themselves that they have seen any messages posted. It is in the Applicant's interest to visit the messages area regularly as clarifications may fundamentally affect their planned response.

If during the period, the Council as awarding issues any circular letters to Applicants in order to clarify or alter part of the documents then such circular letters shall form part of the Contract and Applicants shall be deemed to have taken account of them in preparing their Bid. Applicants shall promptly acknowledge any circular letters that they receive.

15.0 Completion of the Document

For the avoidance of doubt the form of Quotation document and the Quality Questionnaire, must be completed and submitted by the Applicant in order to be considered by the Council as a fully complete and compliant Bid.

Any Bids made omitting any of the sections, or any of the requirements therein, will be considered as incomplete and may be disqualified from further evaluation and therefore exclusion from the procurement process.

Documents should only be completed and submitted in the format in which they currently appear. It is essential that Applicants do not reformat or re-brand any of the procurement documentation in accordance with their own standards on formatting.

Applicants will answer all appropriate questions and sign (if possible) where specified. Applicants will clearly reference its replies and any supporting documentation. Any proformas must be fully completed even if your organisation has previously submitted Bids to the Council. It is not sufficient to cross refer to previous responses.

Where an Applicant requires assistance in completing the documents or meeting the submission requirements it is advised to notify the Council at the earliest convenience and request additional support, to include meeting with the Council's Authorised Officer.

16.0 Applicant Site Visits

The Applicant may visit the site prior to completing its offer to ensure that it is fully familiar with the site location. The information in the attached schedules is given as an indication of the general requirements of the Contract. Claims on the grounds of lack of knowledge of site locations/conditions will not be accepted.

17.0 Return of Document

- Documents must be returned in the correct and proper process for submitting the Applicant's Bid electronically. All Bids shall be submitted via the email address highlighted tenders@stives-tc.gov.uk quoting the RFQ-0002-2023 reference in the subject line.
- Applicants will not email their Bids directly to any named person(s) within the Council.
- Applicants will not send their Bids to the Council in a paper or other 'hard' format unless specifically requested to do so within the associated bid documentation.
- It is the Applicant's responsibility to ensure that its Bid is submitted prior to the deadline date/time.
- Any submissions that do not accord with the guidelines set out above shall be considered as non-compliant and will be treated as such.



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- Submissions must be received in advance of the deadline in order to qualify as timely offers. As such, Applicants are urged to make their submission well in advance of the stated deadline in order to avoid such issues as technical difficulties with the electronic system that may be due to the high volume of traffic attempting to submit offers, for example.
- Submissions made after the date and time specified on the documents or to a different address, electronically or otherwise, will not be considered under any circumstances.

18.0 Applicant's Warranties

In submitting their Bid the Applicant warrants and represents and undertakes to the Council that it has not done any of the acts or matters referred to in Regulation 57 of the Public Contracts Regulations 2015 and has complied in all respects with the requirements;

- it has full power to enter into the Contract and provide the Services and will be requested produce evidence of such to the Council;
- it is of sound financial standing and the Applicant and its partners, directors, officers and employees are not aware of any circumstances (other than such circumstances as may be disclosed in the audited accounts or other financial statements of the Applicant submitted to the Council) which may adversely affect such financial standing in the future.

19.0 Evaluation of Bids

All Bids will be treated equally and assessed with transparency throughout the evaluation process. The successful offer(s) will be that which achieves the highest score within a best value framework (optimum combination of whole-life costs and quality) in line with the best value principles of Most Economically Advantageous Quotation (MEAT).

The evaluation process is a critical part of the procurement process and is the means by which the Council is able to assess to whom it wishes to award the Contract.

The information disclosed by Applicants in its Bid will be used for the purposes of evaluation and shall form part of the resultant Contract. The Council's evaluation will consist of two (2) distinct stages: Selection and Award.

Any responses to any of the Selection or Award questions or any other part of your Bid that are later found to be incorrect may lead to you being exempted from this procurement process or any future procurement process lead by the Council and could cause the termination of any resultant Contract.

20.0 Applicant's Price

The price offered by the Applicant shall be firm and fixed for the duration of the Contract. Any percentage discounts that may be applied must be detailed by the Applicant in its Bid. Price variation during the Contract term will be by negotiation only via formal performance review meetings. Any price variations will not take effect until they have been mutually agreed by both the Council and Applicant and the former receives confirmation in writing from the latter.

All prices submitted shall be in pounds sterling and shall be exclusive of Value Added Tax (VAT).

The Applicant's price will be evaluated in accordance with the scoring methodology and weightings as set by the Council and declared within the RFQ document.

21.0 Errors and Omissions in the Applicant's Bid

If the Council discovers errors or omissions in the Bid, the Applicant may be required to justify the price or item(s) concerned. Any price adjustments to the Bid made by agreement between the parties concerned shall be confirmed in writing by the Applicant to the Council before final acceptance of the Bid.

22.0 Abnormally Low Bids

In the event that the Council receives a Bid which is abnormally low, in accordance with Regulation 69 of the Public Contracts Regulations 2015, it shall require the Applicant to explain in writing the price or cost proposed in the submission. The Council shall assess the information provided by the Applicant and may reject the Bid where the evidence supplied does not satisfactorily account for the low level of price or costs proposed.

23.0 Interview

The Council may invite up to two applicants, to attend an interview at which stage it will be a requirement to reinforce your position. This will be used to finalise the quality assessment of the Bid.

24.0 Rejection of Offers

The Council may at its absolute discretion refrain from considering or reject a Bid if:

- It is incomplete or vague or is submitted later than the prescribed date and time; or
- It is not in accordance with the approved format and all other provisions of the documents; or
- is in breach of any condition contained within it.



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The Council reserves the right, subject to relevant legislation, at any time to reject any Bid and / or terminate the procurement process with one or all of the Applicants.

The Council reserves the right to disqualify any or all Applicants who make material changes to, or (in the Council's opinion) a material change takes place in respect of, any aspect of either its pre-qualification submission or Bid unless substantial justification can be provided.

Any submission in respect of which the Applicant:

- has directly or indirectly canvassed any Official, Member, Officer, Agent or Advisor of the Council or
- obtained information from any other person who has been contracted to supply Supplies or provide the Service to the Council concerning the award of the Contract or
- who has directly or indirectly obtained or attempted to obtain information from any such Official, Member, Officer, Agent or Advisor concerning any other Applicant; or
- fixes or adjusts the prices by or in accordance with any agreement or arrangement with any other person;
- or communicates to any person other than the Council the price or approximate price except where such disclosure is made in confidence in order to obtain quotations necessary for the bid preparation or for the purposes of insurance or financing;
- or enters into any agreement with any other person that such other person shall refrain from submitting an offer or shall limit or restrict the prices to be shown or referred to by another Applicant; or offers to agree to pay to any person having direct connection with the procurement process or does pay or give any sum of money, inducement or valuable consideration, directly or indirectly, for doing or having done or causing or having caused to be done in relation to any other Applicant or any other person's proposal, any act or omission; shall not be considered for acceptance and shall accordingly be rejected by the Council provided always that such non-acceptance or rejection shall be without prejudice to any other civil remedies available to the Council or any criminal liability which such conduct by an Applicant may attract.

25.0 Acceptance of Offers

The Council does not bind itself to accept the lowest or any quotation, and reserves the right to accept a quotation either in whole or in part, or such item or items specified in the procurement documents, and for such place or places of delivery as it thinks fit, each item and establishment being for this purpose considered as bid for separately, or to make no award at all.

26.0 Award of Contract

Submitted documents shall constitute an irrevocable offer to provide the Services. Any acceptance of it by the Council shall be communicated in writing to the Applicant. Upon such acceptance the Contract shall become binding on all parties.

The successful Applicant shall conclude a formal Contract with the Council, which shall embody the Applicant's offer. No Applicant may consider itself successful unless and until a formal Contract has been signed by a Duly Authorised Officer of the Council and co-signed by the Applicant's Authorised Officer.

The offer shall remain open for acceptance for a period of six (6) months from the closing date for the receipt of submission.



APPENDIX C QUALITY EVALUATION QUESTIONNAIRE

PROJECT: St Ives Library Electric Space Heating and Associated Works

Q1	Please provide financial information based on your last year's audited annual report or (if not a Limited Company) a financial statement including a banker's reference, plus any relevant supporting statements.
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Bidder response

Q2	Please confirm you shall have the following insurance cover: <ul style="list-style-type: none">• Employers liability (a minimum of) £5,000,000• Public liability (a minimum of) £10,000,000
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Bidder response

Q3	Please confirm your compliance to the Health and Safety at Work Act 1974, any other relevant Acts, Regulations, Codes of Practice or Guideline notes and any statutory amendments pertaining to Health and Safety at Work, together with a copy of your Health and Safety policy.
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Bidder response



Q4	Please provide details of your system for monitoring and improving quality which can be applied to this project, together with any external awards or quality accreditation schemes subscribed to by your organisation (e.g. Investors in People, ISO 9000 or equivalent)(word count 250 words).
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Bidder response

Q5	Please provide details of THREE similar contracts you have undertaken to demonstrate a track record of successful design and delivery, together with contact details for client lead (word count 150 words plus attachments).
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Bidder response

Q6	<p>Please advise how your organisation would deliver social value through this contract, examples include</p> <ul style="list-style-type: none">• Environmental measures- environmentally friendly cleaning products; water preservation measures;• Employment and training-(Pay the National Living Wage);• Total amount to be spent in local supply chain;• Proposals for minimising waste and recycling materials;• Proposals on achieving reduced carbon emissions;• Specific environmental sustainability and waste management objectives and targets they will achieve during the contract;• Notification of vacancies in the local area• Trainees and recruits: Trainees and recruits must, as a minimum, be paid in accordance with industry norms and have terms and conditions of employment that are at least equivalent to those provided to workers that have equivalent skills and experience;• Subcontractors: Steps should be taken to ensure prompt payment of SME-subcontractors and reasonable payment for work undertaken, taking into account a reasonable margin required for contractor management; <p>You may attach any relevant documents to support this</p>
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	(word count 200 words).
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Bidder response

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Timetable and Delivery Constraints

Q7	Please provide an initial project programme, stating any dependencies on external bodies or the client (word count 250 words plus attachments)
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Bidder response

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Q8	Please provide details of your proposed project team, complete with a summary of their relevant experience. (word count 250 words plus attachments)
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Bidder response

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Q9. The Bidder shall include reference details of three contracts relevant to this particular activity, which is either still running or has been completed within the last three years.

The bidder shall support the reference with the following information:

- Reference Company Name
- Description of the work carried out
- Approximate contract value (£) Contract start and end date

Bidder response	Reference 1
Company Name	
Address	
Contact Name	
Telephone No.	
Email	
Description of the work carried out (word count 200 words)	
Approximate annual contract value (£)	
Contract start and end date	

Bidder response	Reference 2
Company Name	
Address	
Contact Name	
Telephone No.	
Email	
Description of the work carried out (word count 200 words)	
Approximate annual contract value (£)	
Contract start and end date	

Bidder response	Reference 3
Company Name	
Address	
Contact Name	
Telephone No.	
Email	
Description of the work carried out (word count 200 words)	
Approximate annual contract value (£)	
Contract start and end date	

Q10. TENDER SUBMISSION

All Bidders must provide an acceptable response to the documents detailed below.

	Please Tick
Specification	
RFQ	
Form of Tender	
Conditions of Tender	

Bidder response	
Legal Compliance documents confirm acceptance (Noting this is a pass/fail criteria)	

The bidder shall confirm that no legal proceedings are in progress that might affect the performance of the contract obligations and that the prospective suppliers organisation has not been prosecuted under EU law in the last three years. *	
Name of Director	
Signature of Director *	
Date of response	

BIDDER DETAILS

Bidder name and registered address	
Email Address	
Telephone Number	
Name of the Person completing this RFQ	

APPENDIX D - FORM OF QUOTATION
ST IVES TOWN COUNCIL – ELECTRIC SPACE HEATING AND ASSOCIATED WORKS,
ST IVES LIBRARY STIVES-RFQ0002-2023

Quotation for: St Ives Town Council, The Guildhall, Street an Pol, St Ives, Cornwall TR26 2DS

To: Louise Dwelly
St Ives Town Council
The Guildhall
St Ives
Cornwall, TR26 2DS
Email: tenders@stives-tc.gov.uk
Web: www.stivestowncouncil-cornwall.gov.uk

From:

.....

.....

.....

We have examined the following documents:

1. Specification of Works (Appendix A)
2. Conditions of Tender (Appendix B)
4. Quality Questionnaire (Appendix C)
5. Form of Quotation (Appendix D)

We offer to carry out the whole of the Works as described in accordance with the documents referred to in this Tender Pack;

for the sum of £ (in words)
exclusive of VAT

for the sum of £ (in figures)
exclusive of VAT

within weeks from acceptance of our tender, comprising a period of:

..... weeks from acceptance to the Date of Possession and
(with a target commencement date of)

..... weeks from the Date of Possession to the Date for Completion and

Our Detailed Response to the Specification document, Risk and Method Statement, completed quality questionnaire are attached/ enclosed.

We agree that if any obvious errors in pricing or errors in arithmetic are discovered in the priced document[s] before acceptance of this offer, they shall be dealt with in accordance with the Alternative 2 procedures as described in JCT Tendering Practice Note (2012).

We undertake that in the event of acceptance of this offer, we will execute a formal contract with the Employer incorporating all the terms and conditions referred to in this offer within 21 days of being required to do so.

This tender remains open for acceptance for 56 days from the last date fixed for the submission of tenders.

We confirm that this Quotation is submitted at our expense and agree that the Employer need not necessarily accept the lowest or any other Quotation.

Signed by or on behalf of :

Name :

Signature :

Position :

Date : 2023