



STOWMARKET TOWN COUNCIL

Milton House, Milton Road South, Stowmarket, Suffolk IP14 1EZ

INVITATION TO TENDER

FOR

**THE REFURBISHMENT OF THE PLAY AREA AT THE RECREATION GROUND,
FINBOROUGH ROAD, STOWMARKET**

Please register your intention to submit a tender to valerier@stowmarket.org.

Please include all contact details to enable the Council to notify Tenderers of any alterations or additions to the specification.

**Tenders to be received, by email only to valerier@stowmarket.org, no later than 12 noon on 17 August 2017 and with subject heading:
'Tender – Recreation Ground Play Area (Ref: STC/CP21)'**

Failure to supply any of the information requested in the following specification will result in the Tender being rejected

1. Introduction

- 1.1 Stowmarket Town Council invites tenders for the upgrade and partial extension of the play area at the Recreation Ground, Finborough Road, Stowmarket, as detailed in the specification below.
- 1.2 The Recreation Ground is a pleasant popular public park close to the centre of town and is owned by Stowmarket Town Council. "The Rec", as it is known, has undergone various improvements in recent years, including the installation of a community café, skate park, ballpark and CCTV camera. It is a well-used area, popular with dog walkers, families and as a meeting place for young people.
- 1.3 A recent public consultation has identified the need to improve the play area to provide a facility that fulfils the requirements of the 2 – 12 year age range.
- 1.4 All references to "the Council" in this document refers to Stowmarket Town Council.
- 1.5 This Invitation to Tender explains what the "Organisation", "Company" or "you" (the "Tenderer" or "Bidder") must do to complete this bid and how we will assess your response. Please read the document carefully before submitting a response to this invitation.
- 1.6 This Invitation to Tender remains the property of the Council and must be treated as confidential. The copyright in this Invitation to Tender is vested in the Council and may not be reproduced copied or stored except for the purposes of assisting in the preparation of a Tender or the consideration of whether to Tender. If you are unable or unwilling to comply with these requirements you must destroy this Invitation Document and any associated documents immediately and not to retain any electronic or paper copies.

2. Conditions of Participation

- 2.1 Every tender received by the Council will be deemed to have been made subject to these Conditions unless the Council has previously and expressly agreed in writing to the contrary.
- 2.2 The Council reserves the right to abandon the procurement exercise at any time provided we notify bidders with reasons.

- 2.3 The Council is subject to the provisions of the Freedom of Information Act 2000 (“FOIA”). The Council may therefore be obliged to disclose information forming part of your bid or contract to anyone who makes a request. The Council may also publish information given to you in the Council’s Publication Scheme, as required by FOIA. If you consider that any of the information you provide during this procurement process is exempt from disclosure under FOIA, then you must make it clear in writing at the time the information is supplied to the Council together with an explanation of why it is considered that the exemption applies.
- 2.4 Tenderers must provide responses as set out within this Invitation to Tender document and the Statement of Requirements (Appendix B).
- 2.5 Tenders must be submitted for the whole of the works as detailed in the Statement of Requirements (Appendix B). The Council will reject any tender received which does not comply with this Condition.
- 2.6 The tender (including price) must remain valid for a minimum period of 6 months from the date for the return of tender. The tender sum submitted by the tenderer shall be the agreed contract price if it is accepted by the Council within 3 months from the date for the return of tender and no restrictions are imposed by the Council, other than as specified within this tender document, as to when the works may be undertaken.
- 2.7 The Council may, at their absolute discretion, extend the closing date and time specified in this Invitation document and any extension granted will apply to all Bidders.
- 2.8 The tender must not be qualified in any way.
- 2.9 Any signatures must be made by a person who is authorised to commit the Bidder to the Contract and has full power and authority to enter into the Contract (if awarded) and carry out the works.
- 2.10 By submitting a tender, Bidders undertake that they:
- have the capability, experience and resources to provide the services described in this Invitation to Tender within the required timeframe; and
 - are of sound financial standing and have sufficient working capital available to perform the Contract in accordance with the terms and conditions herein for the duration of the Contract.

3. Warning and Disclaimers

- 3.1 While the information contained in this Invitation to Tender document is believed to be correct at the time of issue, the Council will not accept any liability for its accuracy, adequacy or completeness, nor will any express or implied warranty be given. This exclusion extends to liability for any statement, opinion or conclusion contained in or any omission from this document (including its annexes) and for any other written or oral communication (or otherwise made available) to any Bidder. No representations or warranties are made for these statements, opinions or conclusions. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the Council.
- 3.2 Neither the issue of this Invitation to Tender nor any of the information presented in it should be regarded as a commitment or representation on the part of the Council (or any other person) to enter into a contractual arrangement.
- 3.3 The Council reserves the right to issue supplementary documentation at any time during the tender process to clarify any issue or amend any aspect of the Invitation to Tender. All such further documentation that may be issued shall be deemed to form part of this Invitation to Tender and shall supplement and/or supersede any part of the Invitation to Tender to the extent indicated.
- 3.4 You must not undertake publicity activities with any part of the media in relation to the Contract or this procurement process without the prior agreement of the Council.
- 3.5 Any attempt by Bidders or their advisors to influence the contract award process in any way will result in the Bidder being disqualified.

4. Tender Submission Requirements

- 4.1 Tenderers will ideally be registered with the Association of Play Industries (API) to tender for this contract. Copies of current certificates of accreditation for the above membership and details of any other accreditations appropriate to this tender should be submitted along with your tender.

4.2 The anticipated timetable for the tender and procurement process is as follows:

Stage	Date
Window for Contractor Site Visits	Between 24 July – 11 August 2017
Window for Questions or Queries	Between 24 July – 16 August 2017
Deadline for Submission of Bids	12 noon on 17 August 2017
Evaluation Panel	No later than 30 August 2017 (exact date tbc)
Notification to Preferred Supplier (subject to contract)	8 September 2017
Award of contract	11 September 2017
Commencement of Works	To achieve deadline below
Completion of Works	No later than 20 October 2017

5. Budget

5.1 As a guide, the Council has secured funding of up to a **maximum of £50,000** for the provision of new equipment. Tenders can be lower than this figure but must not exceed this.

5.2 Any tenders that exceed the funding figure stated in 5.1 will be rejected and excluded from the tender evaluation process.

5.3 In addition to 5.1 above, the tenderer is invited to submit a proposal for the provision of new surfacing at the base of existing equipment namely:

- Cantilever Swing
- Climbing Wall
- Rope Bridge
- Slides
- 'Space Net' Climbing Net
- Spinning Bowl

A **provisional budget of £1,000** has been allocated for this work and the Council will consider the proposals made (which may be above or below this figure), as part of the tender evaluation process.

5.4 All tenders will be carefully considered and the successful tender will be the one that offers the Council the best value for money but will not, necessarily, be the lowest bid.

6. Evaluation and Awarding of Contract

- 6.1 The written responses from bidders will be assessed by a panel appointed by the Council. The panel will be made up of elected members, stakeholders and user group representative.
- 6.2 The contract shall be awarded to the company that, ultimately, meets the Council's specification requirements by offering a play area that caters to the desired age range and abilities whilst offering the Council the best value for money.
- 6.3 All bids will be scored against the following evaluation criteria:

Evaluation Criteria	Weighting
Play value provided by the proposed design for the budget up to £50k (see table in 6.4.1)	50%
Quality of equipment, robustness, etc., overall design	25%
Maintenance Plan detailing the Contractor's after sales service, yearly safety inspections and the availability of spare parts, supporting their guarantees and warranties	10%
Experience, capability and satisfactory references	10%
Methodology and management of the programme	5%

- 6.4 Play Value - The assessment of play value will be based on the Royal Society for the Prevention of Accidents Play Value Scoring system. The play value provided by the proposed design will be assessed for various age ranges against each the activities listed in 6.4.1 Play Values and scores will be allocated in accordance with the Play Values Scoring Matrix shown in 6.4.2.

6.4.1 Play Values

Opportunities for play value	Age Range	
	2 – 7 years	8 – 12 years
Agility		
Balancing		
Rocking		
Rotating		
Swinging		
<u>Other features might include:</u>		

Opportunities for play value	Age Range	
	2 – 7 years	8 – 12 years
Accessible and inclusive in line with the Equality Act 2010		
Imaginative play features		
Linkages and relationships between items of equipment		
Supports and enhances existing play equipment		
Textural variety		
Totals		
GRAND TOTAL (out of a possible max. of 80)		

6.4.2 Play Value Scoring Matrix

Score	Scoring Principle
4	ABOVE STANDARD - Exceptional provision of the play value.
3	STANDARD – Play value criteria adequately met without any limitations on possible use.
2	BELOW STANDARD – Limited provision of the play value resulting in limitations on possible use.
1	FAR BELOW STANDARD - Does not provide any of this play value.

6.4.3 The remainder of the evaluation criteria as listed in 6.3 above will be evaluated using the following scoring matrix :

Score	Scoring Principle
4	ABOVE STANDARD - Exceptional demonstration by the Bidder that bid meets and exceeds minimum requirements and gives added value to the bid.
3	STANDARD - Demonstration by the Bidder of that meets minimum requirements.
2	BELOW STANDARD - Reservations of the Bid, only meets some areas of our minimum criteria.
1	FAR BELOW STANDARD - Does not comply with bid instructions or does not meet our minimum requirements.

- 6.5 During the tender evaluation period the Council reserves the right to request further information from tenderers after the receipt of tenders.
- 6.6 Failure to follow any of the instructions given in this invitation to tender and any other tender documents may lead to the organisation being excluded from the tender process.
- 6.7 Details of the winning contractor “the Contractor” will be published in accordance with the Local Government Transparency Code 2014.
- 6.8 The Council reserves the right to request evidence, such as Statement of Accounts, references and details of policies, to support statements of capability, experience and resources.
- 6.9 As part of the contract process, the contractor will be required to supply the Council with the following:
- Certificate(s) of Public & Employers Liability Insurance (min. £5m);
 - General Risk Assessments;
 - Health and Safety Certificates;
 - Method Statement; and
 - Valid 3rd Party Certification covering the design and manufacture of the play equipment.

Please note: proof of these are not required as part of the tender submission.

- 6.10 A Project Co-ordinator, Single Point of Contact (**POC**) or Project Manager shall be nominated by the successful tenderer, whom shall be readily contactable to deal with any queries and problems that may arise. This POC shall be available from the award of contract date until satisfactory completion and handover of the project.

7. The Site

- 7.1 The Recreation Ground is situated on Finborough Road and Recreation Road, Stowmarket, Suffolk; a nearby postcode is IP14 1PS. To aid tender applications a map of the area in question is attached as Appendix A.
- 7.2 The Council could expect all prospective tenderers to visit the existing site.

- 7.3 It is highly recommended to arrange a site visit to ascertain the nature of the site and works that will be required. Site visits to be arranged in advance with Stephanie Edmans, Community Liaison Officer on 01449 612060 or email: stephaniee@stowmarket.org.
- 7.4 Bidders will be deemed to have visited the site and to have taken into consideration all local and existing conditions and to have become thoroughly acquainted with the position and accessibility of the proposed work and the conditions under which they will have to be carried out.

8. Preparation and Groundwork

- 8.1 All vehicular access sites to the Recreation Ground to be retained. The successful contractor shall be expected to remove all fencing, concrete and grass on the extended area and level to match the existing play equipment.
- 8.2 With information hosted on its website, close liaison with the Council is expected to ensure enough notice is given to current users of the play area facilities.
- 8.3 Any area of the open space outside of the project area, Council or private property damaged by the Contractor during installation works shall be reinstated to its original state at the Contractors cost.
- 8.4 The removal and disposal of certain items of equipment as identified including 2 sets of swings (baby and flatbed), seesaw and 3 x springers.
- 8.5 Tenderers are advised that the Council will undertake works separately to enhance the existing play equipment which is to be retained on the site. Such works will include:
- Slides x 2 – platforms and steps to be replaced
 - 'Space Net' play item – platform to be replaced
 - Sleepers – replace as necessary

9. Play Area Requirements

- 9.1 The play area provided shall comply with the latest guidance provided in Play England's "Design for Play: A guide to creating successful play spaces" published by the Department for Children, Schools and Families.
- 9.2 The finished play area will be primarily used by the 2 - 12 year age range and should be designed primarily for this age group, although older children and teenagers also use the site, particularly in the evening.
- 9.3 The play space must exhibit features compliant with the Equalities Act 2010 and be as accessible as is reasonably practicable to disabled users.
- 9.4 Existing swings, springers and seesaw to be removed and replaced with new pieces to tie in with the remainder of the existing equipment installed in 2011 thus creating a more cohesive play area. Existing pathways to be retained within the overall design.
- 9.5 The equipment should be robust enough for this open location, be manufactured from steel or a similar material and should have no or very few panels to cut down on instances of graffiti.
- 9.6 Consultation with the local children and adults has raised the following feedback for types of equipment for the play space:
- Most popular items (in no particular order):
 - ◆ Multi play unit
 - ◆ Roundabout
 - ◆ Swings particularly a double seated swing seat
 - ◆ Zip wire
 - Least popular items:
 - ◆ Balancing beams
 - ◆ Stepping stones
 - A sunken trampoline received very mixed reviews
 - Impact/High Profile Piece: In order to add impact to the site a high profile play feature suitable for the older age range is to be included and located at the far end of the play area.

10. Safety Surface and General Surfacing

- 10.1 Include for supply and installation of any additional topsoil to provide a level surface suitable for the laying of turf and installation of safety surfacing. Holes and dips shall be filled and compacted in order to prevent future subsidence problems.
- 10.2 Safety surfacing used should be suitable for the new items of equipment, and the existing equipment which is being retained, and could either be grass matting or green rubber mulch.
- 10.3 All Safety surfacing to be compliant with relevant British/European Safety Standards.

11. RoSPA Safety Installation Report

- 11.1 Supply a RoSPA Post Installation Report; any failures/problems shall be rectified at Contractor's own cost.

12. Reinstatements

- 12.1 The Contractor shall be responsible for the reinstatement for any damage caused to the interior of the play area and surrounding Recreation Ground from installation works and all to be done in accordance with good landscape practice.

13. Execution of Contract

- 13.1 The play area shall be contained within Heras temporary security fencing or similar, supplied by the Contractor whilst work is in progress and shall remain in place until a RoSPA Safety Installation report is received by the Council.
- 13.2 All equipment, fencing and surfacing shall conform and be installed to the construction, performance and durability requirements of European Safety Standards BS EN1176 and BS EN1177.

- 13.3 All equipment and materials shall be supplied, handled, stored and installed strictly in accordance with the relevant BS, EN and Code of Practice. In the case of any specialised process or manufactured materials the relevant manufacturer's instructions and recommendations shall be strictly complied with.
- 13.4 All equipment shall be predominantly constructed from spray coated steel, unless otherwise specified or agreed with the Council. Equipment shall be designed for extra strength and vandal resistance with all metalwork pre-treated for rust proofing in accordance with the Contractor's 5 year guarantee.
- 13.5 Whilst under construction, the play area shall be contained within security fencing supplied by the Contractor. The fencing shall remain in situ until work is completed and a satisfactory Post Installation Report is accepted by the Council.
- 13.6 Storage of new equipment, fencing gates, machinery and all other equipment etc. shall be the responsibility of the Contractor. The Contractor shall also be responsible for the supply of skips as required with all associated costs being met by the Contractor.
- 13.7 All excess materials and spoil from excavations are to be disposed of at a licensed recycling centre and at the Contractor's expense.

14. Spares and Technical Information

- 14.1 Please enclose with the tender a copy of a current catalogue/brochure giving full details of equipment to be installed and a data sheet providing full information to include design, size, heights, minimum space, safety surface area and material used in the manufacture.
- 14.2 A spares list for all non-generic parts with all costs and indication of ease of availability shall be included detailing time between order and delivery. A comprehensive spares pack shall be provided.
- 14.3 Maintenance instructions for each item of equipment and details of yearly safety inspections available along with costs involved shall be supplied to the Council with the tender.

15. Payment Terms

- 15.1 The price will be stated in the contract documentation and, unless otherwise agreed in writing by the Council, it is exclusive of VAT but inclusive of all other charges. Once fixed, the Contractor will not be entitled to re-negotiate the price except in the case of variations to the contract which are agreed in advance of their performance.
- 15.2 Any charges payable under the contract are exclusive of any applicable taxes, tariff surcharges or other like amounts assessed by any governmental entity arising as a result of the provision of the work by the Contractor to the Council under the contract and such shall be payable by the Council to the Contractor in addition to all other charges payable hereunder.
- 15.3 The Contractor will not submit his invoice for final payment until he is satisfied that all works have been completed and he will be deemed to have made sufficient and appropriate site inspections and to have carried out any necessary remedial works before submitting his final invoice to the Council.
- 15.4 Payment shall not be made to the Contractor until the Council are in receipt of a satisfactory RoSPA Post Installation Report. This report shall be commissioned, paid for and supplied to the Council by the Contractor.
- 15.5 The Council shall pay such invoices within 30 days of their receipt from the Contractor.
- 15.6 The preferred method of payment by the Council to the Contractor shall be by BACS.

16. Guarantees and Warranties

- 16.1 Full details of your own and manufacturers guarantees and warranties on equipment, safety surfacing and installation works shall be provided with the tender documents.

17. Contact Information

17.1 Please direct any questions or queries to:

- For information about the Council in general - David Blackburn, Town Clerk on 01449 612060 or email davidb@stowmarket.org
- For specification queries and site visits - Stephanie Edmans, Community Liaison Officer on 01449 612060 or email: stephaniee@stowmarket.org
- For tender process and contract queries - Val Rush, Corporate Support Officer on 01449 776395 or email: valerier@stowmarket.org