



Web: <https://sites.google.com/view/Strathpeffer-residents>

E-mail: SRATeamsite@strathresidents.onmicrosoft.com

Project: www.strathpeffercommunitypark.org

Invitation to Quote

Strathpeffer Community Park Project Manager

Issued on 10/05/2019

Submission by

[Supplier to insert name here]

Contents

1. DETAILS OF SERVICES REQUIRED	3
1.1 Introduction	3
1.2 Services	3
1.3 Reporting	6
2. INSTRUCTION FOR THE RETURN OF QUOTES	6
3. TIMETABLE	7
4. EVALUATION CRITERIA	8
5. ADDITIONAL INFORMATION	9
5.1 Payment schedule	9
5.2 Data protection	9
6. QUOTE OFFER LETTER	12
ANNEX I - HEALTH & SAFETY AND INSURANCE REQUIREMENTS	13
ANNEX II – PROPOSED PARK LAYOUT (PHASES I AND II)	14

Delivered by



Funded by



The Scottish Land Fund is funded by the Scottish Government and made available through The National Lottery Community Fund. The Scottish Land Fund is being delivered on behalf of the Scottish Government by a partnership between the National Lottery Community Fund and Highlands and Islands Enterprise. There are no lottery funds used in the Scottish Land Fund.

1. DETAILS OF SERVICES REQUIRED

1.1 Introduction

Strathpeffer Residents' Association (SRA – hereafter referred to as '**we**' or '**us**') is managing the delivery of an exciting new community park through their Strathpeffer Community Park project. The project will transform 1.84 ha of boggy, unmanaged Public Open Space into a community-owned vibrant asset that will benefit local people of all ages (see proposed layout in [Annex II](#)). The land is situated in the Highland village of Strathpeffer. The project will provide multiple benefit for residents of Strathpeffer, Contin, Marybank, Scatwell and Strathconnon. It builds on a detailed feasibility study¹ with the current priorities detailed in a [Business Plan](#), which should be read as part of the background information to this contract.

Having successfully secured funding from the Scottish Land Fund (SLF), the project is about to enter an exciting new phase where the services of a professional and enthusiastic Project Manager and Project Fundraiser are required (funded by the SLF grant). This Statement of Requirements seeks tenders in relation to the Project Management component.

The outcome of this contract will be the successful project management of the first major delivery phase of the project covering:

1. Drainage of the upper field
2. An all-ability path network
3. A toddler's play park
4. An older children's play park

While delivering these goals the Project Manager (hereafter referred to as '**you**') will also help lay the foundations for, and take account of, future developments, e.g. social food-growing facilities and a bike pump-track, however, you will not be expected to deliver these. The full list of tasks and outcomes you will be required to deliver are detailed below.

We have an ambitious timescale to raise funds and deliver this project by the **31st March 2021**. This is the final date by which we must have spent the SLF grant that funds this contract.

The Project Fundraising contract is detailed in a separate and parallel call (details on request). You will be expected to work closely with the Project Fundraiser to coordinate these two dependent activities.

1.2 Services

We have worked hard on a voluntary basis to take the project forward. A great deal of groundwork has already been done and various tasks are in progress. You will pick up the day to day implementation of the Business Plan and be expected to develop and work to an overall *master-plan*. The following sections outline the key outcomes that will be managed by you along with a short summary of what has been achieved to date. As a contractor with expertise and a track record of delivering similar projects, you will be aware of additional tasks that may be required to deliver the project. You should include these additional tasks in your tender, or include a reasonable contingency element to deal with arising issues.

¹ The feasibility study is available via the the '[Key Documents](#)' page on our project website. It contains a great deal of information on the site, constraints and opportunities. However, please note that this was based on a much more ambitious brief than will be delivered in the current business plan. The current plan is scaled back to land purchase, drainage, path network, play park.

While we request a quote based on managing all of the outcomes detailed below, each is dependent on securing relevant permissions and funding, and timetables may be outwith your or our control. Dependencies are indicated below but, once let, we will necessarily hold regular reviews with you to reappraise priorities. This may result in a reduction in the total value of the contract because we can only pay against delivered outcomes. The total value of the contract cannot be increased without our written approval and additional funding becoming available.

1.2.1 Complete purchase of the land

The Highland Council has agreed to our request for Community Asset Transfer to us. With funds secured through the SLF we are in the process of appointing a solicitor to take forward this transfer². You will become the key point of contact between the SRA Board, Highland Council, and our solicitor, helping solve any issue that might arise. However, we do not anticipate any complications in what should be a straightforward transfer of ownership.

Outcome 1: SRA own the land in which the park will be developed on behalf of the community.

Dependencies: None – fully financed

1.2.2 Manage planning application submission and follow-up

Through the feasibility study we are in the fortunate position to already have much of the information required to submit our full planning application e.g. sub-surface survey, habitat survey. On this basis, and accompanied by our outline park layout plan (Annex II), we submitted our outline planning application. This received a favourable response (available on request). You will take the lead in obtaining our full planning submission. This will involve liaising with consultees identified in the pre-planning response (already started), liaising with local residents, collating outstanding details such as our drainage plan (see below), path specification (see below), tree management, access requirements.

Outcome 2: Full planning permission is obtained.

Dependencies: None – fully financed

1.2.3 Managing delivery of the drainage, paths and play-park elements

You will be responsible (with our input) for commissioning and managing the day to day delivery of contracts for the above three elements. You will have the knowledge and experience to manage these contracts via the project master plan, which you will develop. Your ability to deliver these contracts will be dependent on successful fundraising and as such you will be required to work closely with both our Project Fundraiser and construction contractors. You will demonstrate in your tender submission that you have experience of managing the inherent uncertainties associated with fundraising efforts. You will work with contractors to ensure minimal disturbance to local residents, that health and safety systems are in place, and that all planning conditions are adhered to. You will work with us to ensure that all works are communicated to park neighbours before they start. You will provide monthly (or as required) updates to the SRA Board.

Outcome 3: Preparation and maintenance of a project master plan.

Dependencies: None – requires regular review.

² To be completed before the Council's deadline of 14th September 2019

1.2.3.1 Drainage works

The large flat area to the NE of the park site is waterlogged and required drainage prior to installation of the path network and play parks. We have commissioned a drainage engineer to develop a detailed drainage plan³ and to apply for permission from Scottish Water to discharge into a culvert that runs below the site. You will be responsible for commissioning and overseeing delivery of this work after ensuring that all relevant permissions are in place. We have secured at least £15,000 funding for this work but additional fundraising may be required via our Project Fundraiser. You will liaise with the construction contractor and Highland Council to negotiate temporary access and any off-site material storage requirements. You will use your own contacts, and those of our Board and members, to secure donations, or significant discounts, for services or materials wherever possible.

Outcome 4: Drainage works installed

Dependencies: Planning permission obtained. Any additional funding above £15,000 secured.

1.2.3.2 Path network

All ability access to all elements of the site will be an important part of the project. We have indicated our preferred path network in the current layout (Annex II). The main promoted access point will be from the Community Centre/School car park. We have received informal advice on path specifications, and referred to 'Paths for All' guidance. These suggest that a high quality granite-dust surface will be required. You will be responsible for working with us to finalise the path specifications and commissioning/overseeing a contract to carry out the work. This will be coordinated with fundraising efforts and other elements of the project.

Outcome 5: Path network created

Dependencies: Planning permission obtained. Drainage installed. Funding secured.

1.2.3.3 Play parks

The biggest outcome of this first major phase of the project will be the children's play parks. We require a toddler park as well as facilities for older children (see Business Plan). We have already obtained quotes from four suppliers, however, these are over a year old so you will work with us to review the specification and, if necessary, invite additional/refreshed tenders. You will then be responsible for managing the successful playpark contract(s) through to delivery. The play parks will require significant fundraising efforts (delivered by our Project Fundraiser) so it is unlikely we will be able to progress these elements until 2020 at the earliest. You will develop a flexible approach depending on fundraising success; for example, we may have to divide delivery into sub-phases.

Outcome 6: Toddlers play park installed

Dependencies: Planning permission obtained. Drainage installed. Funding secured.

Outcome 7: Older children's play park installed

Dependencies: Planning permission obtained. Drainage installed. Funding secured.

³ Although we are not in receipt of the full report we can share the detailed drawings with you if it helps you tender submission. In essence, the plan involves parallel drains across the site which drain into a large grassy swale before being discharged into the culvert.

1.2.4 Recruit and coordinate community volunteers

As a community project, and in order to ensure the long-term sustainability of the project, we must establish a strong volunteer network. You will work with us to ensure we have an engaged and committed network of volunteers to help with ongoing maintenance and project development. Volunteers may be recruited directly from the community or via existing groups e.g. the local Men's Shed.

Outcome 8: The project has a committed core group of volunteers to secure long-term maintenance of the site.

Dependencies: None.

1.2.5 Community liaison

As a community-led project it is vitally important that the community is kept up to date with progress and given every reasonable opportunity to shape its direction. While we have based all of our decisions to date on a great deal of community consultation, we need to continue this engagement, respond to concerns and take note of feedback. You will allow time in your tender to facilitate community engagement. This will include attendance at at least one SRA public meeting as well as time to provide information and respond (with us) to any concerns.

Outcome 9: The community continues to be fully engaged with the project, is informed and able to contribute to decision.

Dependencies: None.

1.3 Reporting

You will report to and work closely with the SRA Board. They will provide regular updates e.g. are through written or verbal reports at SRA Board meetings. Requests for information by us will be dealt with promptly by the Project Manager. Excellent and demonstrable communication skills are a key requirement for this project.

2. INSTRUCTION FOR THE RETURN OF QUOTES

The contact for this quote is:

David Genney
25 Kinellan Drive
Strathpeffer
Ross-shire, IV14 9BZ

Tel: 07762211992

Email: david.genney@strathresidents.onmicrosoft.com

You should note the **timetable** included at Section Three, particularly the final submission time and date. Bidders should also note the **evaluation criteria** included at Section Four.

Any questions or clarifications must be raised via David Genney in the first instance. All responses and additional communication will be shared with all interested parties.

The returned quote must include the Quote Offer Letter (Section Six)

The complete quote must be submitted to David Genney via email no later than 12:00 hours on the 3rd June 2019. **Quotes submitted by any other means will not be considered.**

Scottish Charitable Incorporated Organisation SC046287

Alterations and qualifications to the Invitation to this Quote Document must not be made without agreement from us. Quotes containing such alterations or qualifications may be declared void.

We shall not be liable for any expenses incurred by you in the preparation of this quote.

All prices quoted must be in Sterling and **exclude** Value Added Tax. Please indicate your VAT status⁴.

Your tender will include all labour, fuel, insurance, and all other expenses of any kind, which are borne by you.

In submitting a quote, you warrant that you have complied in all respects with the requirements imposed by this Invitation to Quote Document and that it is a bona fide submission, intended to be competitive and it has not fixed or adjusted the quote by, under or in accordance with any agreement or arrangement with any other person or bidder.

In submitting a quote, you warrant that you are of sound financial standing, that you have sufficient working capital available, that you have full power and authority to enter into and carry out the Contract and that you can provide the service in accordance with the Contract.

You shall be held bound by their quote for a period of 90 days following the last date for the return of quotes.

Completed quotes will be evaluated against both Quality (Technical) and Price (Commercial) criteria. Please refer to Section Four for details of the evaluation Criteria.

3. TIMETABLE

Activity	Date
Deadline for questions from bidders	12:00 noon on 31 May 2019
Deadline for the receipt of Quotes	12:00 noon on 3 June 2019
Evaluation of Quotes	5 June 2019
Contract award	6 June 2019
Contract end	30 March 2021

Every effort will be made to adhere to the above timescales. If this is not possible, you will be informed of any significant delays to the process as soon as possible.

⁴ N.B. If this contract is let as “outside the scope of VAT” (because the contracted supplier is not VAT-registered) and that supplier subsequently becomes VAT-registered during the lifetime of the contract, The SRA Board will only accept invoices with VAT added in respect of supplies made after the date of registration. The SRA Board should be provided with advance notification where VAT registration is anticipated during the period of the contract so arrangements can be made regarding the availability of additional funds.

4. EVALUATION CRITERIA

We will secure value for money for our community and our funders. Therefore, the quote most economically advantageous to us will be successful; this will not necessarily be the lowest-priced quote.

Quotes may be disqualified for the following reasons:

- The Price is unaffordable
- Failure to submit requested information or failure to answer questions

Quotes not disqualified will be evaluated according to the following criteria, so it is important that you address these points in your submitted Quote:

Evaluation criteria	Weighting (%)
Price	40
Quality	60
1. Evidence of having successfully project managed similar small infrastructure projects;	20
2. Experience of working with communities e.g. excellent liaison/communication skills;	15
3. Ability to manage time flexibly, deliver tasks when required, and coordinate work with other contractors;	15
4. Experience of the local planning system;	5
5. Knowledge of the site and local area.	5
Health and Safety	Mandatory
Terms and Conditions	Mandatory

Scoring Standards – Quality (Technical) criteria

Evaluation	Description	Score
Unacceptable	Does not meet the requirement. Does not comply and/or insufficient information provided to demonstrate that the Tenderer has the ability, understanding, experience, skills resource & quality measures required to provide the goods / services / works, with little or no evidence to support the response.	0
Serious Reservations	Satisfies the requirement with major reservations. Considerable reservations of the Tenderer's ability, understanding, experience, skills, resources and quality measures required to provide the goods / services /	1

	works, with little or no evidence to support the response.	
Minor Reservations	Satisfies the requirement with minor reservations. Some minor reservations of the Tenderer's relevant ability, understanding, experience, skills, resources and quality measures required to provide the goods / services / works, with little or no evidence to support the response.	2
Acceptable	Satisfies the requirement. Demonstration by the Tenderer of the relevant ability, understanding, experience, skills, resources and quality measures required to provide the goods / services / works, with evidence to support the response.	3
Good	Satisfies the requirement with minor additional benefits. Above average demonstration by the Tenderer of the relevant ability, understanding, experience, skills, resources and quality measures required to provide the goods / services / works. Response identifies factors that will offer potential added value, with evidence to support the response.	4
Excellent	Exceeds the requirement. Exceptional demonstration by the Tenderer of the relevant ability, understanding, experience, skills, resources and quality measures required to provide the goods / services / works.	5

5. ADDITIONAL INFORMATION AND CONDITIONS

5.1 Payment schedule

All payments will be made upon satisfactory delivery of the key project outcomes. These payments will be based on the specific service outcomes outlined in **Section 1.2** and will be agreed between the SRA Board and successful contractor prior to commencing the contract.

In recognition of the dependencies and need for review outlines in 1.2, you may wish to sub-divide your quote.

Any variation to the payment schedule within the project timeframe must be agreed with us, the SRA Board.

5.2 Data protection

Everyone has rights with regard to how their personal information is handled. During the course of your activities you may collect, store and process personal information, and we need to be satisfied that you will recognise the need to treat such information in an appropriate and lawful manner. The information, which may be held on paper or on a computer or other media, is subject to certain legal safeguards specified in the Data Protection Act 1998 (the Act) and other regulations. The Act imposes restrictions on how you may use that information.

In order to meet our requirements, we need to be satisfied that prospective suppliers are competent to undertake the work described and have sufficient data protection policies and procedures in place.

We therefore need you to send us the following information on successful award to the framework:

- A copy of your Data Protection Policy Statement setting out your rules on data protection and indicating your knowledge of the legal conditions that must be satisfied in relation to the obtaining, handling, processing, storage, transportation and destruction of personal information.
- A statement of your current procedures for storing, processing and maintaining security in respect of personal information.

If you fail to provide suitable information, they may be regarded as 'non-compliant'.

5.3 Termination

While we appreciate cause for termination of the contract is unlikely, we need to protect our funding and guard against undue delay to the project. With this in mind:

5.3.1 SRA may, without prejudice to any other right or remedy which it may have, terminate the Contract with immediate effect by Written notice to you, the Contractor, in the event that:

- a) the Contractor commits (knowingly or otherwise) a material breach, or series of breaches resulting in a material breach, of the Contract and such breach is not remediable or if capable of remedy is not remedied within 15 days of Written notice to do so; or
- b) if the Contractor is a limited company: it becomes unable to pay its debts or is otherwise insolvent; or a liquidator, administrator, administrative receiver, manager, or receiver is appointed to it, or over all or any part of its property and undertaking of it, or it passes a resolution or a Court makes an order that it be wound up; or
- c) if the Contractor is an individual: if he shall die or be adjudged incapable of managing his affairs within the meaning of Part VII of the Mental Health Act 1983 or of Part V of the Mental Health (Scotland) Act 1984; or a petition is presented for bankruptcy or the sequestration of the estate of the Contractor; or he is apparently insolvent or makes any arrangement with or for the benefit of creditors; or makes any conveyance or assignation or composition for the
- d) benefit of creditors; or if a trustee is appointed to manage his estate or affairs;
- e) if the Contractor is a partnership or firm or a number of persons acting in whatever capacity, any of the events referred to in Condition 15.1(b) or (c) occur in respect of the partnership or firm or any such person, or a petition is presented that the Contractor be wound up as an unlimited company; or
- f) the Contractor takes or suffers any action similar to any of the above in any jurisdiction; or
- g) there is a material change in the management, ownership or control of the Contractor; or
- h) the Contractor suspends trading; ceases to carry out business, or threatens to do either.

5.3.2 In addition to its rights of termination under 5.3.1, SRA shall be entitled to terminate the Contract by giving to the Contractor not less than 30 days' notice to that effect.

5.3.3 Upon termination of the Contract, the Contractor shall prepare and deliver to SRA a detailed report of the work done by it on, and results of, the Services, and, without prejudice to any other of its rights, SRA may itself complete the Services or have them completed by a third party, using for that purpose (making a fair and proper allowance therefor in any payment subsequently made to the Contractor) all materials, plant and equipment on the Premises belonging to the Contractor. If termination is pursuant to 5.3.1, SRA shall not be liable to make any further payment to the Contractor until the Services have been completed in accordance with the requirements of the Contract, and shall be entitled to deduct from any

Scottish Charitable Incorporated Organisation SC046287

amount due to the Contractor the costs thereof incurred by SRA (including SRA's own costs). If the total cost to SRA exceeds the amount (if any) due to the Contractor, the difference shall be recoverable by SRA from the Contractor.

5.3.4 Termination under this Condition shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereupon accrue to either party

5.4 Equality and Diversity

You agree to comply with the Human Rights Act 1998 and the Equality Act 2010. You will also take all reasonable steps to secure the observance of this Condition, and compliance with the Equality Act 2010 and the Human Rights Act 1998, by all agents, employees, consultants, sub-contractors and suppliers engaged by the Contractor in the execution of the Contract.

6. QUOTE OFFER LETTER

(to be completed by bidder)

Dear Sir,

I/We hereby confirm the I/we have examined the Invitation to Quote (comprising this Statement of Requirements and any other accompanying documents) and are fully satisfied as to my/our abilities and experience in all respects to satisfy all the requirements stated therein.

I/We hereby offer to execute the contract in accordance with all the terms and conditions contained within the Invitation to Quote, and any further instructions that may be provided, for the Price(s)/Rate(s) detailed in my/our submitted Quote.

Signed.....

Print Name.....

Company.....

Date.....

ANNEX I - HEALTH & SAFETY AND INSURANCE REQUIREMENTS

As part of any client/contractor relationship, both parties have duties under H&S legislation. Similarly, if a contractor employs sub-contractors to carry out some or all of the work contained within the specification given for the contract, all parties have health and safety responsibilities. The extent of the responsibilities of each party will depend on the individual circumstances of the project.

In order to meet our requirements, the SRA Board need to be satisfied that prospective contractors are competent to undertake the work described and have health & safety policies and procedures in place. These must address employee training and safety, and the risks and hazards associated with the work.

To this end, we require you to submit the following information:

- Evidence of Competency (e.g. qualifications, training, experience, references, CV's etc.)
- A copy of your Health and Safety Policy Statement
- A statement showing your 'Safe Method of Operation' and any generic Risk Assessments for the type of work you intend carrying out (if applicable).
- A copy of both your Public Liability Insurance certificate and, where appropriate, Employer's Liability Insurance certificates, or other evidence of insurance cover (e.g. a broker's letter).
- A statement of your procedures for appraising the competence of any sub-contractor that you intend to use on the project.

In addition to your own statutory responsibilities under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR) 2013, we will require you to report all accidents, dangerous occurrences and near-misses that occur whilst you are working for us.

The successful contractor will be required, in liaison with us, to identify hazards associated with the work, to complete the necessary COSHH (Control of Substances Hazardous to Health) and final Risk Assessments and to confirm their 'Safe Method of Operation' statement. This will include ensuring that any previously supplied generic risk assessments have been tailored to the specific work to be undertaken. This must be agreed with the Project Officer before the work commences.

If contractors fail to provide suitable information, in particular a Health & Safety Policy and evidence of insurance (as requested above), their tender will be regarded as 'non-compliant'.

ANNEX II – PROPOSED PARK LAYOUT (PHASES I AND II)

