

## Grange-over-Sands Town Council



### Exchange of Services Contract for the Operation and Maintenance of the Recreation Ground

## **INVITATION TO TENDER**

Grange-over-Sands Town Council  
Victoria Hall, Main Street, Grange-over-Sands, Cumbria LA11 6DP

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## Contents

Section 1	Tender Process	Page 3
Section 2	Requirements	Page 5
Section 3	Termination / Notice Period	Page 7
Section 4	Qualifying Information	Page 8
Section 5	Specification	Page 8
Section 6	Site Map	Page 11
Section 7	Site Description	Page 12
Section 8	Maintenance Plan	Page 13
Section 9	Application Form	Page 14
Section 10	Declaration Statement	Page 15

## SECTION 1: TENDER PROCESS

### 1.1 Grange-over-Sands Town Council

Grange Town Council is the local authority for the parish of Grange-over-Sands. The parish has a population of approximately 4,500 and the electorate is approximately 2,500.

For further information about the Council see [www.grangeoversandstowncouncil.gov.uk](http://www.grangeoversandstowncouncil.gov.uk)

Grange Town Council wishes to procure a Contractor for the following:

#### **Exchange of Services Contract for the Operation and Maintenance of the Recreation Ground as specified in Section 5.**

This document sets out the requirements, timetable, and process for the procurement of the service and details of the information required to be submitted to be considered for the contract.

The site has previously been managed on a 5-year contract. The Town Council resolved in July 2022 to tender for a 2-year contract, due to the uncertainty about the timing of the District Council's proposals to refurbish the Promenade and Lido, and how this may affect businesses on the Promenade.

To arrange a site visit please contact the Town Clerk on [townclerk@grangeoversands.net](mailto:townclerk@grangeoversands.net)

### 1.2 Timescales

The contract will commence on 1 November 2022 and will run for a period of 2 years, with an option to extend by mutual consent.

### 1.3 Contract Award

Once the Council has reached a decision in respect of the contract award, it will notify all tenderers of its decision as soon as is reasonably practicable.

### 1.4 Tender Timetable

Completed tenders must be returned, along with all supporting documents to The Town Clerk, Grange Town Council, Council Offices, Victoria Hall, Main Street, Grange-over-Sands, Cumbria, LA11 6DP to be received **no later than 12 noon on Wednesday 28 September 2022.**

Tender documents must be sealed in a plain envelope, or sent as an email, clearly marked '*Recreation Ground Contract Tender Response.*' Tenderers should note that this is a timetable that may be subject to change. Any changes will be communicated to all known tenderers as soon as possible.

<b>Activity</b>	<b>Date</b>
Issue of Invitation to Tender	9 August 2022
Receipt of any queries from prospective tenderers	No later than 20 September 2022
Submissions of tenders	By 12 noon Wednesday 28 September 2022
Recommendation on award of Contract by Working Party (to be appointed August 2022) and subject to approval by Full Council on 10 October 2022.	28 September 2022
Commencement of contract	1 November 2022

### **1.5 Clarifications**

Any queries or requests for clarification relating to this tender must be made by email to [council@grangeoversands.net](mailto:council@grangeoversands.net) no later than 20 September 2022. Grange Town Council will endeavour, as far as is practical, to respond to all clarifications as soon as possible.

### **1.6 Tender Evaluation**

Tenders will be evaluated in accordance with the details specified in this document. Grange Town Council does not bind itself to accept the lowest or indeed any of the tenders submitted.

### **1.7 Contract Terms**

By submitting a tender, tenderers are agreeing to be bound by the terms of this tender document without further negotiation or amendment.

### **1.8 Grange Town Council reserves the right to:**

- Seek clarification or additional documents in respect of any tender submission.
- Disqualify any tender which has been deemed not to meet the Town Council's requirements.
- Discount evasive, unclear tenders.
- Withdraw this tender at any time or to re-invite tenders on the same or any alternative basis.
- Choose not to award any contract as a result of the procurement process.
- Make whatever changes it sees fit to the timetable, structure or content of the procurement process depending on approvals, processes, or any other reason.

### **1.9 Warranties and Disclaimers**

While the information contained within this tender document is believed to be correct at the time of issue, tenderers should not rely on the information and should carry out their own due diligence checks and verify the accuracy of the information.

The Council will not accept any liability for its accuracy or completeness, nor with any express or implied warranty given. This exclusion extends to liability in relation to all information including any statement, opinion or conclusion contained in, or any omission from, this tender and in respect of any other written or verbal communication transmitted or made available to any tenderer.

### **1.10 Costs**

Grange Town Council will not be liable for any bid costs, expenditure work or effort incurred by a tenderer or any third party acting under instructions from them in proceeding with or participating in this procurement, including if the procurement process is terminated or amended by the Council.

### **1.11 Confidentiality of Data**

Grange Town Council will ensure that the information and data provided by the tenderers is kept strictly confidential and only used for the assessment of this tender.

## **SECTION 2: REQUIREMENTS**

### **2.1 Introduction**

This section sets out the requirements of Grange Town Council in terms of the delivery of the contract.

### **2.2 Safety, Health, and Welfare**

The Contractor will ensure that all activities are carried out in accordance with existing Health and Safety regulations, in particular, but not limited to, the following:

- Health and Safety at Work etc Act 1974
- Management of Health and Safety at Work Regulations 1999
- Provision and Use of Work Equipment Regulations 1998

The successful Contractor will be required to satisfy Grange Town Council as to their knowledge, understanding and compliance with these regulations. Spot checks may be carried out by an authorised officer while work is being carried out. Suitably qualified and experienced workers should operate machinery. Contractor staff should wear the required personal protective equipment (PPE) when required.

The Contractor must inform Grange Town Council of any unsafe feature or any matter of cause of public concern at any location at which the services are being provided.

The Contractor is to be responsible for the Health and Safety of their employees and the public liability towards the public. Evidence of licences and compliant Health and Safety

training must be made available to Grange Town Council. The Contractor to keep a record of all risk assessments and to supply copies to the Town Council upon request.

### **2.3 Insurance**

Grange Town Council insures the site and equipment as lease holders of the site and owners of the equipment.

The Contractor is responsible for providing sufficient public liability insurance and employer's liability cover. Any such insurance policy will be underwritten by a reputable insurer who is a member of the Association of British Insurers (ABI).

The Contractor will indemnify the Council against any and all losses or claims against the Council by third parties caused by the Contractor's acts or omissions in providing the Services.

### **2.4 Standards**

The Contractor will supervise their staff appropriately to ensure that the performance standards are met, and to ensure that they perform their duties in a way that reflects positively on Grange Town Council as commissioning organisation.

The Contractor is to ensure that all staff have the relevant training and ability to carry out the tasks set out in the specification.

### **2.5 Meetings**

The Contractor shall meet with the Council's Representative to discuss the services. The frequency shall be as required and can be called by either party with a minimum of 5 working days written notice.

The Contractor shall attend formal meetings of the Council on being given reasonable notice but not less than 5 working days written notice. The Contractor will also be expected to attend other meetings necessary to deliver the services.

The Contractor will be invited in November each year to review the season, present a financial review and recommend plans for the following season.

### **2.6 Accident Reporting**

In the event of an accident, incident, potentially dangerous or dangerous occurrence, the Contractor will inform the Council within 48 hours of the occurrence.

## **2.7 Precautions to Prevent Nuisance**

The Contractor shall take all reasonable precautions to prevent nuisance from noise and disturbance during the provision of this service under the contract.

The Contractor shall take all reasonable precautions during the carrying out of any service under this contract to prevent damage to property and shall be held responsible for any damage resulting from the services and shall make good such damage at its own expense.

## **2.8 Tool and Plant**

The Contractor shall provide all equipment and machinery necessary for the proper execution of the services and clear away on completion. Equipment should always be used in the correct manner and for the correct purpose. Any equipment shall be satisfactorily maintained, and records of maintenance shall be made available for inspection.

## **2.9 Materials**

All vehicles and equipment to be used shall be supplied by the Contractor. This must include:

- Labour
- Equipment

## **2.10 Provision of Advice**

The Contractor is required to provide general advice and recommendations to the Council based on its expertise and knowledge and to alert the Council to any damage done to, or found on, the site.

## **2.11 Pricing**

This is an Exchange of Services Contract which means that no money is exchanged. The details of the exchange are in the Specification (Section 5).

## **SECTION 3: TERMINATION/NOTICE PERIOD**

Should there be cause for termination of the agreement, the Contractor acknowledges the binding requirement to continue in the performance of its duties, as detailed in this specification, throughout the notice period (28 days).

## **SECTION 4: QUALIFYING INFORMATION**

Tenderers are required to complete the application and provide the following documentation:

- Certificate of Public & Product Liability Insurance of £10m indemnity.
- Copy of written Health and Safety Policy.
- Completed Risk Assessment Forms.
- Certificates of competency/training for equipment operators (if applicable).
- Copies of site safety training certificates e.g., CITB card etc (if applicable).
- Completed contractor application form (Section 9).
- Completed declaration form (Section 10).
- Any other information relevant to the safe completion of the work.

## **SECTION 5: SPECIFICATION**

### **5.1 Contractor Responsibilities**

- Operate an equipment and activity hire service, including crazy golf and putting greens, ensuring pitches and equipment are available for activities 7 days a week from Easter or 1 April (whichever is earliest) to end October half-term, operating over a daily 6-hour period, weather permitting.
- Maintain the good appearance of the Grange Promenade Recreation Ground Area, as shown on the Site Map (Section 6) and detailed in the Site Description (Section 7) for the entire period of the agreement. The site includes street workout gym equipment, table tennis, shelter, skate park, multi-use games area (MUGA), tennis court, putting greens and crazy golf.
- Maintain the entire site to a high standard, to the Maintenance Plan (Section 8). Putting greens, crazy golf, and sports courts to be maintained to a high and professional standard from Easter to October half-term and thereafter as necessary throughout the winter. Grounds maintenance work to take place before opening to the public in the morning.
- Clean and examine the equipment daily when open, ensuring that all equipment used is properly serviced and safe to be used by staff and/or customers.
- Inspect the site and all equipment, including seating, weekly throughout the year. This includes the non-income-generating equipment: gym equipment, shelter, skate park, MUGA), keep records and be prepared to share them if requested by the Council.
- Undertake day-to-day maintenance, small repairs, and renovations, and keep the Council informed of any serious maintenance problems. The Council remains responsible for large-scale repairs and renewals.

- Agree inventory of equipment regarding the operation of the sports activities and undertake to restock and replenish these as needed. The equipment listed in the inventory remains the property of the Council. Equipment includes advertising 'A' board, golf putters and balls, tennis racquets and balls, table-tennis bats and balls.
- Maintain good site security and protection of the assets on site. The kiosk to be locked when not staffed.
- Drive carefully along the Promenade. The suggested speed limit signs say 5mph.
- Not to undertake any refreshment sales or any change of use for the site without prior approval of the Council.
- Prices to be agreed with the Council, any changes to activity or prices to be done in partnership with the Council and any changes to be approved by the Council.
- Bring any new ideas for further activities and income generation to the Council for approval.
- Provide the Council with monthly usage, income, and expenditure figures.
- Manage publicity, compliments, concerns, and complaints that arise from the use of the site and facilities.

## **5.2 Council Responsibilities**

- The Council will continue to own/lease all the equipment outright and will remain responsible for all replacement and renewal.
- The Council will arrange an annual full site inspection by a qualified and registered inspector for outdoor play (RPII).
- The Council will be required to pay any outstanding or future lease costs for the site with the landowner SLDC.
- The Council remains responsible for large-scale repairs and renewals.

### **5.3 Finances**

- There is no Contract Price, and the Contractor will take and keep all income from ticket sales.
- In the event of profit over £20,000 per annum being made, the Contractor to pay 1% of any such profit to the Council.
- The cost of any improvements works shall be discussed between the Contractor and Council and, where necessary, a cost apportionment will be agreed.
- No improvement works outside of ordinary day to day maintenance shall be undertaken without written approval from the Council.
- The Contractor is responsible for maintaining the grounds all year round and for replacing/replenishing equipment.
- The benefit of any new business opportunities shall be discussed between the Contractor and the Council and, where feasible, income or profit apportionment will be agreed.

## SECTION 6: MAP

### Grange Promenade Recreation Area Site Map August 2022



Grange Recreation Ground – the area to be managed – is marked by cross hatching. This is leased by Grange-over-Sands Town Council from South Lakeland District Council (Westmorland and Furness Unitary Council from 1 April 2023).

The area of operation to be managed by the Contractor is marked by the red (solid) line.

The yellow area identifies the grass, borders and hedges which are maintained by the District Council.

## **SECTION 7: SITE DESCRIPTION**

### **Site Description**

Access to the site by vehicle is via the underpass at the station. The suggested speed limit on the Promenade is 5mph.

There is no electricity supply to the site. Electricity along the Prom currently stops at the Lido. South Lakeland District Council have agreed to include provision of electricity to the site as part of their refurbishment of the Prom.

There are six sections running North to South at the Southern end of the Promenade:

1. Crazy Golf - 9 holes, 3 seats, surrounding fence (locked when not in use).
2. Putting Green – two greens, divided by a tarmac path, 2 benches.
3. Tennis Court – surrounding fence not locked; 2 tennis posts and net.
4. MUGA Court – multi-use surface, surrounding fence not locked; 2 sets goals posts with basketball rings, bench.
5. Skateboard Park – part fenced alongside railway, open always. Includes skate ramp, fun box, grind rail, quarter pipe, jump box, roll-in ramp, large quarter pipe.
6. Grassed Area – fenced alongside railway only, open always. Includes table-tennis table, shelter, Street Workout Gym, wooden seat.

### **The site also includes:**

1. Kiosk – this is divided into two, the northern side is used by the site. There is a seat in one of the alcoves. There is no electricity or water supply to the kiosk.
2. Benches – there are 3 benches near the kiosk.
3. Narrow garden area between the tennis court and the bowling green.
4. Litter bins – 2 – one on grassed area, one on Skateboard Park.

### **Notes regarding the site:**

1. The hedge alongside the railway is owned and maintained by Network Rail and is their boundary.
2. The areas marked yellow on the map (alongside Crazy Golf, Putting Green, MUGA and either side of the kiosk) are maintained by South Lakeland District Council (SLDC). SLDC work in partnership with the volunteer Prom Gardeners who currently maintain the areas for SLDC.
3. SLDC cut and manage the seaward side and top of the beech hedge between the Putting Green and the Promenade. The current contractors doing this for SLDC are Continental Landscapes.
4. The 2 litter bins are emptied as required by Continental Landscapes for SLDC.
5. The southern half of the kiosk is used by the Prom Gardeners as a tools and equipment store.

## **SECTION 8: MAINTENANCE PLAN**

### **Grounds Maintenance Plan**

#### **Putting Greens**

- Weekly cuts March to November.
- Supplementary cuts as required through the year.
- Fertilizer spread April and October.
- Greens rolled and spiked once a year.
- Weed sprayed monthly.
- Maintain side of beech hedge which faces the green.
- Cut back vegetation that encroaches from railway boundary.

#### **Crazy Golf, Tennis Court, and Multi Use Games Area (MUGA)**

- Weekly swept and cleared of any leaves and debris.
- Weed sprayed monthly during the growing season.
- Litter collection done daily by kiosk staff.

#### **Youth Area**

- Weekly cuts during growing season and the cuttings removed, either off-site or by arrangement with the Prom Gardeners at their storage area.

**SECTION 9: APPLICATION FOR TENDER**

Name of organisation		
Contact name for enquiries about this bid		
Address		
Telephone number		
Email address		
Website address (if applicable)		
Company registration number (if applicable)		
Address of registered company if different from above		
VAT Registration number (if applicable)		
<b>Health and Safety / Insurance</b>		
<b>The following documents will need to be supplied:</b>		
<b>Item no.</b>	<b>Document</b>	<b>Enclosed</b>
1	Certificate of Public and Product Liability Insurance of £10m indemnity	✓
3	Copy of written Health and Safety Policy	
4	Completed Risk Assessment Forms	
5	Certificates of competency/training for equipment operators (if applicable)	
6	Copies of site safety training certificates i.e., CITB card etc (if applicable)	
9	The completed Declaration (Section 10)	
11	Any other information relevant to the safe completion of this project	

Please complete and return this form to The Town Clerk, Grange Town Council, Council Offices, Victoria Hall, Main Street, Grange-over-Sands, Cumbria LA11 6DP.

## SECTION 10: DECLARATION STATEMENT

- We undertake to provide the following services: Provision and Maintenance of Recreation Ground service to Grange Town Council.
- We accept the provisions of the Invitation to Tender and offer to provide services in accordance with the prices, terms and conditions stated herein.
- We have checked our Tender before submission, as amendments to or withdrawals of the Tender submitted, if received by the Council after the time specified for receipt of tender, may not be considered.
- We undertake, and it shall be a condition of any Contract that the following is a 'bona-fide' Tender, intended to be competitive and that we have not fixed or adjusted the amount of the Tender by or under or in accordance with any other person.
- We understand that no variations in, or acceptance of any Invitation to Tender, or Tender shall be binding unless agreed in writing.
- The Tender shall remain open for acceptance for a period of thirty (30) days from the final date for the submission of Tenders.
- Unless and until a formal agreement is executed this Tender, together with your written acceptance thereof, shall constitute a binding agreement between us.
- We undertake that any of our employees, or agents providing the services under the Contract, where so required, will enter, and abide by a Confidentiality Agreement in an acceptable form.
- We understand, and it is agreed, that the Council shall retain the right to reject any/ and all Tenders in whole or in part and it is furthermore agreed that the Council shall be under no obligation to select the lowest or any other Tender.
- We understand that the Council reserves the right to alter or cancel any requirement stated in the contract at any time during the period of the contract.
- We have taken all the necessary steps to inform ourselves regarding this requirement and we understand and agree that the Council shall not be liable for any inaccuracy or insufficiency in the information available to us in connection with this Tender.

Name:	
Job Title:	
Company:	
Address, including Postcode:	
Telephone:	
Email:	
Signed: Dated:	

