

Part 2 Specification

Contract Reference

TTDA1323

Contract Title

**St Cuthbert Mayne School Phase 2
Refurbishment Works**

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A Overall Scope and Nature of the Requirement

A1 Scope of Works

The works comprise the following:

External Refurbishment

External Refurbishment of the existing two storey Science Building comprising of re-roofing, replacement rooflights, replacement fascias, soffits and rainwater goods. Replacement of existing windows and external doors. External re-decorations.

Internal Refurbishment

Internal Refurbishment of 3 No. existing Science Labs refs P2, P6 and P7. Comprising new suspended ceilings, new flooring, new Lab Joinery, internal decorations. Mechanical and Electrical Installation refurbishment works.

Demolitions and reinstatement of site compound area

Demolition of existing two storey timber framed building including removal off debris from site and levelling the area.

An existing Compound Area is available, originally provided as part of the Phase 1 project and the hoarding and gates were purchased as part of that Contract. The Contactor for the Phase 2 works will be responsible for removing all hoarding and gates etc, including re-instating the Compound area to a landscaped area.

The form of contract will be the JCT Intermediate Building Contract 2016 edition. The relevant part-completed Articles of Agreement are included in Section 1, Preliminaries

B Mandatory Pass / Fail Requirements

This section sets out the Authority's mandatory requirements for the successful Applicant to perform the Contract.

Evidence requirements are as set out in Part 5 Mandatory Criteria.

B1 TUPE / Not Used

B2 Safer Recruitment / Not Used

B3 Data Protection, Information Sharing and Information Security / Not Used

B4 Climate Emergency

On 24 June 2019, Torbay Council declared a 'Climate Emergency' and are committed to helping to tackle climate change and to become carbon neutral by 2030. We want to ensure the environmental impact of the Council's procurement of goods, services and works is minimised in line with our response to the climate emergency.

B4.1 The Council's expectation is that it's Contractors:

- a) know the impact their organisation has on the environment;
- b) have an environmental policy which embeds a culture of reducing negative environmental impacts within their organisation;
- c) ensure their environmental impact is measured, regularly reported and overseen at the highest level;
- d) specifically in relation to this Contract are able to outline how carbon emissions will be minimised, with a clear action plan outlining the work to be undertaken focussing on the biggest impacts, with key targets and timelines to the actions to be undertaken, for example:
 - if travel is used, mileage is reduced. For the miles that are unable to be reduced more environmentally friendly ways to travel are used;
 - if buildings are used, environmental building survey(s) have been undertaken and any negative environmental impacts are mitigated / reduced;
 - if purchasing new vehicles low emission alternatives are considered/
- e) work with their supply chain to know the environmental impact of the goods / services they purchase and mitigate / reduce negative impact, where the negative impact is not able to be reduced offset the impact;

- f) work towards their organisation being Carbon Net Zero by 2030.

B5 IT System Provision / Not Used

B6 Health and Safety

Please note that this project is notifiable under the CDM Regulations 2005. A Pre-Construction Information Document has been prepared by the Principal Designer and a copy has been included as part of the Tender information. In addition, please note the following additional Torbay Council requirements:

- B6.1 All Provider staff who undertake work on behalf of the Council are required to fully comply with their legal duties under health, safety and welfare legislation while at work to ensure the health and safety of themselves and others that may be affected by their acts or omissions.
- B6.2 In recognition of the legal duties imposed upon them all Providers and those Provider staff undertaking work on behalf of the Council under this Contract will:
 - a) co-operate with the Council's Director Responsible for Health and Safety, Managers, Supervisors, Corporate Health and Safety Department and their own Employer to enable them to comply with their legal duties;
 - b) comply with ALL requirements of the Council's Health and Safety Policies and other rules and procedures in place;
 - c) not intentionally or recklessly interfere with or misuse anything provided in the interests of health and safety;
 - d) actively promote a positive health and safety culture;
 - e) only undertake work for which they have been trained and are qualified and competent to undertake;
 - f) where applicable, ensure that risk assessments and method statements relating to their work are presented to the Council's authorised officer, prior to commencement of work, if they are not following the Safe System of Work provided by Torbay Council.
- B6.3 The Council's Health & Safety Policy Statement can be found at Appendix F.

B7 Invoicing

- B7.1 The Council will make payments to the Provider monthly in arrears.
- B7.2 The Provider must make the invoice payable by Torbay Council and must be marked with Torbay Council's name and address, the Provider's name and address and the Council's official purchase order number.
- B7.3 The invoice must be submitted by e-mail to: **invoices@torbay.gov.uk**.
- B7.4 The Provider must provide a consolidated invoicing approach as standard, including for third parties services unless otherwise specified. Any information

specific to the invoice and the provision of services, must be attached to the invoice, to enable prompt processing / payment;

- B7.5 The invoice must contain a full breakdown of costs and must match the agreed pricing stated on the final quotation and official purchase order.
- B7.6 The Council's settlement terms are 30 days from the date of an undisputed invoice, or receipt of goods or service, whichever is the later.
- B7.7 Disputed parts of invoices and invoices not bearing purchase order numbers will not be paid and a corrected invoice will be required.
- B7.8 The arrangements for Valuations/Certificates and payments will be made in accordance with the the articles and amendments identified in the Specification/Tender Documents.
- B7.9 Payment will be by BACS and remittance advices will be transmitted to the Provider by email (the Provider's appropriate email address must be supplied).

B8 Financial and Performance Measures / Not Used

B9 Disaster Recovery and/or Business Continuity Plans / Not Used

B10 Exit Management / Not Used

B11 Use of Council Branding / Not Used

B12 Include Further Sections for Any Contract Specific Requirements

The Contractor shall note that although Friday 15th September 2023 is the overall date for completion of the Works existing Classrooms P2, P6 and P7 **must be** handed back to the School by Friday 01st September 2023, prior to the start of the Autumn Term 2023. The demolition of existing Block B **must also be** completed by Friday 01st September 2023.

B13 B13 Safeguarding and DBS Checks

In advance of the refurbishment works at St Cuthbert Mayne, attached is the schools' Safeguarding Policy. Compliance with the policy is a mandatory requirement for all personnel on site. As a contract specific requirement, the supplier must provide evidence of satisfactory enhanced DBS checks for all staff assigned to carry out the works at St Cuthbert Mayne School prior to arrival on site.

C Core Requirements

This section sets out the Authority's core requirements for this Contract, which Applicants are required to demonstrate within their response that they are capable of meeting

C1 Section 1 – Preliminaries, Specifications (Appendix 1, 2, 3 and 4) and Conditions of Contract

C1.1 Please refer to Tender Documents/Specification (Section 1 – Preliminaries, Appendix 1, 2, 3 and 4) for the core requirements of this project.

D Additional Requirements

D1 Further Services Offered

The Applicant will be expected to suggest as part of its response to the Evaluation Questions any additional products or services that they may be able to offer as part of this Contract or any other added value that their offer might be able to bring to the Authority. Applicants are expected to build any such offers into their submissions regardless of whether specific questions are asked along these lines or not.

E Social Value

E1 Our Commitment

- E1.1 The Council is committed to its responsibilities under The Public Services (Social Value) Act 2012. Therefore the Council is seeking Participants who will add value to the Agreement by providing additional community benefits (above the services described within this specification).
- E1.2 The Council is committed to a performance and evidence based approach to Social Value.

E2 Our Priorities

- E2.1 We are seeking submissions that support our local priorities.
- E2.2 The Council's mission is to be a Council that supports, enables and empowers its residents, communities and partnerships.
- E2.3 The Council's ambition and priorities for Torbay and its residents to thrive are outlined in the Community and Corporate Plan 2019 -2023:
<https://www.torbay.gov.uk/council/policies/corporate/corporate-plan/>
- E2.4 We are looking for Applicants to make submissions in relation to Social Value that support the collective delivery of this plan in Torbay.
- E2.5 In evaluating Social Value offers we are looking for bidders who wish to contribute and join us as partners in delivering the ambitions for Torbay and its residents. All responses are expected to demonstrate what and how they will contribute to the delivery of this plan in Torbay.

E3 Torbay TOMs Framework

- E3.1 As part of our commitment to a performance and evidence-based approach to Social Value we have utilised the National TOMs (Themes, Outcomes & Measures) Framework developed by the Social Value Portal and endorsed by the Local Government Association (LGA).
- E3.2 The TOM's Framework for Social Value provides a measurement standard to support better and wider implementation of the Social Value Act. It provides a way to assess additional contributions that a project will make to society. It also enables us to embed local priorities and signpost Applicants to the areas of greatest need in our community where their actions will be of most value.
- E3.3 To support Applicants in their responses we have aligned the National Theme and Outcome measures (TOM's) with the priorities set out in our Community and Corporate plan – The Torbay TOMs Framework (See Appendix H).

- E3.4 Applicants are free to choose those measures that are proportional and relevant to their business and this specific Contract. **Please Note:** a key success factor for Applicants will be to demonstrate the ability to deliver against the commitments made.
- E3.5 By submitting a Social Value indicator the Applicant is committing to the delivery of this throughout the term of the Agreement and will be monitored against achievement of outcomes as part of the routine outcomes/contract monitoring process.
- E3.6 The Council recognises that measuring and delivering Social Value requires flexibility and a collaborative approach. Agreed Social Value commitments may require a certain amount of refinement as a result. A key requirement is the willingness of the successful Applicant to work openly and transparently with the Council, whilst bearing in mind that the overall value of Social Value commitments made must be delivered by the successful Applicant.

E4 Additional Information

- E4.1 Further information on the Council's approach to Social Value and resources to support you in your submission are available to bidders in Part 7 Social Value Requirement, Appendix G Do's and Don'ts for Social Value Bids, Appendix H The Torbay TOMs Framework and at:

<https://socialvalueportal.force.com/s/supplierregistration?svpprojectid=8e0-0000-2oeLW>

F Scope and Nature of Possible Modifications or Options

F1 Permitted Changes

- F1.1 Changes to the Contract shall be made only where such a Change is
- (a) permitted by the Public Contracts Regulations 2015, Regulation 72(1)(b) to (f); or
 - (b) is in accordance with the permitted changes set out in the Change Control Schedule of the Contract; or
 - (c) is explicitly referred to in section F2 below.

F2 Potential Changes or Modifications

- F2.1 Not used