**Lake District National Park Authority**

**Invitation to Tender (ITT) for the provision of**

**Health & Safety Services**

**(Three year contract)**

**Date**

**12 January 2022**

**Deadline for Submissions**

**12:00 9 February 2022**

# INFORMATION AND INSTRUCTIONS TO TENDERERS

### Introduction and background to the project

### The Authority is seeking a new provider for a range of Health and Safety services. Our current arrangement for Health and Safety expires on 31 March 2022. The intention of this tender is to procure a new arrangement to run for three years from 1 April 2022 (or at the earliest opportunity after that subject to further discussion post-bid and during evaluation).

### The Issue

### The Lake District National Park Authority (The Authority) was established in 1951, after Government enacted the National Parks and Access to Countryside Act in 1949. The Authority has the full status of a Local Authority, although some specific statutory powers are different to other local government bodies. The long term strategic vision for the Authority is that the National Park will be an inspirational example of sustainable development in action. The National Park covers an area of 229,200 hectares, and has a local population of only 42,000 but receives circa 20 million visitors each year.

### The Authority employs a staff of approximately 200, and benefits from about 500 volunteers who provide a total of about 6000 volunteered days of effort per year (although these volunteering activities have been curtailed over the last 2 years due to Covid restrictions).

### The Authority undertakes a broad variety of both indoor and outdoor work to fulfil its functions.

### Significant elements of our work include,

* the construction and maintenance of rights-of-way (tracks and paths, bridges, styles, fencing, gates etc) within the National Park,
* management of the byelaws on a number of lakes including Windermere where we have a Lake Ranger base with wet dock and boat yard,
* the operation of a number of visitor sites for the public including a Boating Centre (with boat storage and boat hire), three tourist information centres / shops, and a National Park Visitor Centre (including an adventure playground, outdoor activities, café, gardens and lakeshore facilities) which receives approximately 300,000+ visitors per annum.
* the management and operation of over 30 public car parks and 16 public toilets,
* providing a programme of events and volunteer-led guided walks,
* the provision and management of a wholly owned fleet of approximately 40 vehicles (off road and road-going) for use by our staff. Driving to site visits and meetings is thus a significant activity.

### We have a total of ten operational sites including both publically accessible sites and office/workshop sites. These are listed in Appendix 4. Our office/workshop sites for staff provide office facilities, meeting rooms, parking for staff and Authority vehicles, trailers and plant, indoor and outdoor storage for tools and equipment, and workshops for preparation and general equipment maintenance.

### Further information about our activities can be found on our website, [www.lakedistrict.gov.uk](http://www.lakedistrict.gov.uk), particularly in the About Us section, <http://www.lakedistrict.gov.uk/aboutus>.

### Tender Objective

### This tender is for the provision of a new Health and Safety contract to run for a period of three years from 1 April 2022 (or at the earliest opportunity after that subject to further discussion post-bid and during evaluation).

### A range of professional Health and Safety related activities are required to Inspect, Assess, Review, Advise, Support and Report on Health and Safety matters relating to the work of the Authority. The scope of services we require will need to encompass;

* Provision of an ongoing programme of Health & Safety inspections and audit services for our 10 operational sites
* Undertaking and reviewing Fire Risk Assessments at our 10 operational sites
* Provision of a rolling review programme of our Health & Safety policies
* Provision of support around accident investigation and risk assessments
* Provision of a point of Health & Safety expertise for the Authority providing guidance and support to managers
* Support to the Authority on Health & Safety Management and Governance

### A full Requirements Specification can be found in Appendix 3, with Client / Supplier responsibilities listed in Appendix 6. A schedule of our operational sites and a summary of the main areas of current Health and Safety Policy are listed in Appendices 4 and 5 respectively.

### A copy of our Annual Health and Safety Report for last financial year (2020/21) is available to download from our website at <https://www.lakedistrict.gov.uk/aboutus/committee-meetings-calendar/resources_committee/resources-committee-7-september-2021>

### Experience/Skills/Competencies Required

### The Authority wishes to contract with a single supplier for a broad range of Health and Safety services and requires Experience/Skills/Competencies in a number of areas. Tenderers wishing to bid must be able to fully meet these Essential Requirements, which are listed below,

### Essential Requirements

### NEBOSH Diploma and ideally registered on Occupational Health and Safety Contractors Register (http://www.oshcr.org/)

### Access to BOHS P405 Qualified services for Management of Asbestos in Buildings

* Previous experience and knowledge of providing Health and Safety guidance for Outdoor Activities and Events (Highways, outdoor work parties, working on or near water, guided walks etc)
* Providing a ‘competent person’ under the Regulatory Reform (Fire Safety) Order 2005 for fire safety and fire risk assessments,
* Relevant professional experience and qualifications to fulfil all of the requirements of this contract

### Before commencing a formal tender evaluation, documents provided by tenderers will be checked to ensure that they comply with these essential criteria and the other requirements of the tender process. At this stage, any non-compliant tenders will be rejected by the Authority. Tender responses which are deemed to meet the eligibility requirements will be shortlisted and proceed to the tender evaluation stage. Shortlisted tender submissions will be evaluated according to the Evaluation Criteria given later in this document.

### Costs

### Your submission should be a detailed and fully costed proposal for the full scope of Health and Services we require – as outlined in this document. Please refer to the Appendices to this document and our Annual Health and Safety Report for last financial year 2020/21 (link above) to understand the nature and scale of our activities and our requirements.

### Submission of the tender documents

**What you need to do**

### Your submission should include:

* Full details of your proposal for the provision of the full scope of Health and Services as outlined in this document – taking into account the nature and scale of our activities and our requirement for access to those services, including,
	+ the date you would propose to commence delivery of services,
	+ any input you will require from the Authority beyond that listed in the specification.
* A firm price for completion of all the work (i.e. a price that is not subject to variation). Please include a breakdown of price for each financial year including the estimates number of days work included and breakdown of any other cost areas (excluding VAT). You should also detail the total contract value (excluding VAT).
* Brief CVs of the key personnel who will be undertaking the work – with whom we are looking to develop strong working relationships.
* Two references (two sheets enclosed). See Appendix 2
* Declaration of non-collusion (sheet enclosed to be signed). See Appendix 1

### Tenders must be received by 12:00 09 February 2017. Tender documents received late, i.e. after the specified date and time, will not be considered.

**How to return the tender**

### The tender is to be submitted in electronic format via The CHEST online procurement system at <https://www.the-chest.org.uk>. The system will notify you by email to acknowledge receipt of your submission. Please note that no tender document will be deemed to have been received unless an email receipt has been sent. In case of query relating to tender submission please contact Gavin Capstick (contact details shown below).

### Hard copy submissions will be accepted. These should be posted in a plain unmarked envelope entitled “Tender Document : Health & Safety Services” and sent to:

Financial Services Manager

Lake District National Park Authority

Murley Moss Business Park

Oxenholme Road

Kendal

Cumbria

LA9 7RL

### The envelope must not bear any name, trademark, franking machine stamp or any other reference that will identify the sender. Tenderers should ensure that tenders are despatched via recorded or registered post through the post office, courier or next day delivery and should ensure that the post office or private courier does not affix any label or other appendage to the tender envelope which could identify the sender.

### Tender documents may also be hand delivered to the main reception of the Authority’s offices at Murley Moss Business Park. Tenders will be recorded upon receipt.

**Opening of tenders**

### Tender documents will remain unopened until after the closing date, after which time they will be opened at one time, with witnesses, by independent officers of the Authority. All tenders submitted will be verified to ensure that the information requested has been provided. Once tender documents have been opened and signed they are then passed to the originating department for evaluation.

**Timetable for this project**

### Our timetable for this project is:

|  |  |
| --- | --- |
| **Date** | **Activity** |
| 12 January 2022 | Publication of Tender Documentation |
| 12:00 on 9 February 2022 | Tenders return deadline |
| w/c 14 February 2022 | Tender evaluation and shortlisting |
| 28 February 2022 | Notification to successful supplier |
| 15 March 2022 | Contract Award (after 10 working day cooling off period) |
| 1 April 2022(or as soon as possible thereafter, subject to further discussion post-bid and during evaluation) | Contract start date |

**Contact and information**

### For further information or any queries regarding the content of the tender please submit questions via The CHEST messaging system.

### For feedback on your submission please contact Gavin Capstick, Head of Programmes and Resources Gavin.Capstick@lakedistrict.gov.uk

### Lake District National Park Authority, Murley Moss Business Park, Oxenholme Road, Kendal, Cumbria. LA9 7RL

### Evaluation of tenders

**Evaluation criteria**

### All tenders received will be considered based on the information they have submitted in their tender. The tenders will be evaluated upon the following criteria;

|  |  |
| --- | --- |
| **Evaluation Criteria** | **Potential Score** |
| Price  | 50 |
| Quality of technical proposal, incorporating,* All aspects of the specification covered
* Detailed proposal giving confidence that all aspects can be covered within the proposed costs
* Evidence of prior experience and knowledge of providing similar services to a comparable body
* Demonstration appreciation of the types of issues we face and track record of dealing with these
* Demonstration of the ability to work collaboratively and pro-actively with us to manage Health and Safety within the Authority
* Overall quality of the submission (detail; presentation; clarity)
 | 50 |
| **Maximum Possible Score** | **100** |

**Questions on tender submissions**

### If tenderers have any questions they wish to ask the Authority, they must submit them to the Authority via The CHEST messaging system. Any questions received will be made anonymous and responses sent to all tenderers.

**Award of tender**

### The Authority will decide to whom the contract shall be awarded based on the evaluation criteria outline above. The Authority does not bind itself to accept the lowest or any tender/quotation and reserves the right to accept the whole or parts of tenders/quotations. The Authority will notify acceptance of the tender to the successful tenderer as soon as is reasonably practicable.

### TENDER INFORMATION

**Confidentiality**

### The details of these documents and all associated documents are to be treated as private and confidential for use only in connection with the Tender process.

**Freedom of Information**

### The Authority is committed to meeting its legal responsibilities under the Freedom of Information Act 2000. Accordingly all information submitted to the Authority may need to be disclosed in response to a request under the Act. If you consider that any of the information included in your tender is commercially sensitive, please identify it and explain (in broad terms) what harm may result from disclosure if a request is received, and the time period applicable to that sensitivity. You should be aware that, even where you have indicated that information is commercially sensitive, we may be required to disclose it under the Act if a request is received. Please also note that the receipt of any material marked ‘confidential’ or equivalent by the public authority should not be taken to mean that the public authority accepts any duty of confidence by virtue of that marking. If a request is received, we may also be required to disclose details of unsuccessful tenders.

**Anti Fraud and Corruption Policy**

### The Authority has an Anti Fraud and Corruption Strategy which sets out the responsibilities of officers and action to be taken in cases of theft, corruption, irregularity, or when damage is suspected. The Confidential Reporting Code, (Whistle Blowing Policy), forms part of this Strategy which provides a mechanism for staff to report suspected wrong doings confidentially.  In the event of such an issue, an investigation would be carried out and action taken as necessary.

**Costs and expenses**

### The Authority will not be responsible for, or pay for, expenses or losses which may be incurred by a tenderer in the preparation of their tender. The Authority does not bind itself to accept any of the tenders as a result of the tendering process including the lowest tender.

**Preparation of Tenders**

### For the preparation of their tender and entering into a contract with the Authority, tenderers must ensure that they have all the information required and must satisfy themselves of the correct interpretation of terminology used in these documents.

**Queries on the tenders**

### If any points in these tender documents are considered by the tenderer as unclear, the tenderer should address their queries via The CHEST messaging system to obtain an explanation before sending their tender. Their query will be responded to via The CHEST, but it shall not be construed in a way that adds to, modifies or takes away from the meaning and intent of the contract and/or the obligations and liabilities of the contract.

**Alterations**

### None of these documents may be altered by the tenderer. If the tenderer wishes to propose modifications to any of the documents (which they may consider would provide a better way to achieve the contracts objectives) they must provide details in a separate letter accompanying the tender response.

**Prices**

### All prices must be net and, where applicable, carriage paid with all cash and trade discounts allowed for.

**VAT**

### All prices and/or rates shall be exclusive of Value Added Tax.

**Validity of tenders**

### Tenders shall be valid for a minimum of three calendar months from the closing date for receipt of tenders.

**Sub-contractors**

### The names and addresses of any sub-contractors the tenderer proposes to employ must be provided with the tender.

**Quality of goods / services**

### Tenderers must possess relevant professional qualifications and experience.

**Conflict of Interest**

### The Authority requires all tenderers to confirm whether any actual or potential conflicts of interest that exist which may prevent them undertaking this work, and a description of measures they would adopt if a potential conflict of interest arose during or following completion of this work.

**Treatment of tender**

### The acknowledgement of receipt of any submitted tender shall not constitute any actual or implied agreement between the Authority and the tenderer.

**Debriefing**

### All unsuccessful bidders will be offered the opportunity to be given a debriefing. Requests for debriefing are to be made in writing.

**The Authority’s use of Contract Outputs**

### The Authority may wish to publicly quote the Contract Outputs such as any policies, figures, training materials, risk assessments etc. Tenders are requested to confirm that the Authority may (at the Authority’s own discretion) do so without restriction.

**Ownership**

### The intellectual property rights rests with the Authority, not the tenderer.

### Appendix 1 – Declaration of Non-Collusion

To: **Lake District National Park Authority**

The essence of selective tendering is that the Authority shall receive bona fide competitive tenders from all firms tendering. In recognition of this principle, I/We certify that this is a bona fide tender, intended to be competitive and that I/We have not and will not (either personally or by anyone on my/our behalf):-

1. Fix or adjust the amount of the tender (or the rate and prices quoted) by agreement with any other person.
2. Communicate to anyone, other than the person calling for this tenders, the amount or approximate amount or terms of the proposed tender (except other than in confidence, where essential to obtain professional advice or insurance premium quotations required for the preparation of the tender).
3. Enter into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount or terms of any tenders to be submitted.
4. Canvass or solicit any member, officer or other employee of the Authority in connection with the award of this or any other Authority contract or tender.
5. Offer, give or agree to give any inducement or reward in respect of this or any other Authority contract or tender.

|  |  |
| --- | --- |
| **Signed** (as in Tenders) duly authorised to sign  | ………………………………………………………………………… |
| **For and behalf of**  | ………………………………………….…………………………….. |
| **Date** | ………………………………………….…………………………….. |

### Appendix 2 – References

### Potential suppliers are required to submit details of two organisations with which contracts are or have been held for the provision of your Health and Safety services. This is so that references may be obtained. If you are currently supplying to other Local Authorities, please include these. The Authority will wish to obtain an email/telephone reference for the successful tenderer prior to the award of the contract.

**Reference 1 Comments**

|  |  |  |
| --- | --- | --- |
| Organisation Name |  |  |
| Contact Name  |  |
| Address |  |
| Telephone Number |  |
| E Mail address |  |
| Estimated contract sum | £ |
| Fax Number (if applicable) |  |

**Reference 2 Comments**

|  |  |  |
| --- | --- | --- |
| Organisation Name |  |  |
| Contact Name  |  |
| Address |  |
| Telephone Number |  |
| E Mail address |  |
| Estimated contract sum | £ |
| Fax Number (if applicable) |  |

PLEASE NOTE THAT ALL INFORMATION WILL BE TREATED IN THE STRICTEST CONFIDENCE AND WILL BE USED PURELY AS A MEANS OF OBTAINING REFERENCES.

### Appendix 3 - Health & Safety Requirements Specification

**AUDIT PROGRAMME**

### Provision of an ongoing programme of Health & Safety inspections and audit services for our 10 operational sites (see Appendix 4 for site details) incorporating:

* Annual audit in each of our higher risk sites and at least every two years for the remaining sites – see Appendix 4.
* The preparation of prioritised action recommendations for site managers to deploy.
* Maintain register of action recommendations and progress against these by site managers, including follow up inspections as required.
* Quarterly update on progress at the Health, Safety & Wellbeing Forum, highlighting key issues and outstanding actions for attention.

### Undertake Fire Risk Assessments at our 10 operational sites (see Appendix 4 for site details) incorporating:

* Provision of a ‘competent person’ under the Regulatory Reform (Fire Safety) Order 2005 for fire safety and fire risk assessments.
* Review of Fire Risk Assessments in each site at least every two years.
* Identification and notification of any issues requiring attention in order to maintain appropriate standards and safety.

**POLICY ADVICE & REVIEW PROGRAMME**

### Provision of a rolling review programme of our Health & Safety policies (see Appendix 5) incorporating:

* A prioritised rolling review and updating as required of Health & Safety policies ensuring consistency with legislation and appropriateness for our circumstances.
* Monitoring of changes to Health & Safety legislation advising the Authority on any changes that impact and what changes we need to take to ensure ongoing compliance.
* In line with any changes to Health & Safety legislation identification and updating of relevant Authority policies.
* Provision of support and guidance on the application of policies and procedures and any areas of interpretation.

**ACCIDENT INVESTIGATION AND RISK ASSESSMENT SUPPORT**

### Provision of support around accident investigation and risk assessments incorporating:

* Monitoring of our accident and near miss reporting processes ensuring that records are kept up to date, robust investigation of all incidents and that managers diligently take remedial action as required.
* As required and agreed with the Authority direct involvement in investigations of significant Health and Safety incidents (including site inspections as required).
* As required ensure accurate reporting and notification to regulatory bodies and enforcing authorities arising from any incident.
* Pro-active review of our risk assessment and standard operating procedure processes, including sample reviews as part of site audits to ensure robustness (risk identification and control measure application).
* Initial review of processes to collate, store and manage our risk assessments and any proposals on how to improve this aspect.
* Provision of support, guidance and training if required to site managers on how best to conduct and document risk assessments and standard operating procedures.

**ADVICE & SPECIALIST SUPPORT**

### Provision of a point of Health & Safety expertise for the Authority providing guidance and support to managers incorporating:

* Providing advice and information to managers to ensure that safe working practices are deployed in all areas.
* Providing expert advice and guidance on significant areas of Health & Safety legislation, including Construction and Design Management, Asbestos management, Legionella and Working in Highways.
* Supporting site managers in ensuring that emergency procedures at all sites are carried out correctly and in a timely manner.
* Liaising, as necessary, with regulatory bodies, insurers and enforcing authorities on behalf of the Authority.
* Advising on the provision of training to support our managers and to comply with Health and Safety legislation, including retraining requirement arising from changes to or new legislation.
* Provision of support in developing and deploying any changes to work processes necessary to comply with changes in legislation.
* Provision of out-of-hours contact arrangements in the event of the need for expert advice in an emergency situation – this is very rare for our Authority.

**HEALTH & SAFETY MANAGEMENT & GOVERNANCE**

### Provision of support to the Authority in the management of Health & Safety incorporating:

* Reporting any Health and Safety issues to Authority management and advising on how they should be resolved.
* Monthly review of Health and Safety performance and progress against key actions with the Head of Resources.
* Acting as lead adviser to the Health, Safety and Well-being Forum, attending the quarterly meetings. Inputting to agenda preparation and providing a full quarterly update at the meeting.
* Working with the Authority, preparation of an annual Health, Safety and Wellbeing Report for the Forum and Resources Committee and for publication on the Authority’s website.
* Providing advice and support in the establishment of other Health & Safety procedures and support not covered.

### In carrying out these requirements while on the Authority’s premises, or acting on behalf of the Authority, staff will be expected to follow the Authority’s policies and procedures and any reasonable instructions given by, or on behalf of, the Authority or site manager.

### In support of the delivery of these requirements the Authority will provide hot desking facilities at our Murley Moss HQ, access to Authority’s network services pertaining to Health & Safety matters and email accounts for relevant staff.

### Appendix 4 - Schedule of Operational Sites

|  |  |  |
| --- | --- | --- |
| **Operational Site Address** | **Office Function** | **Risk / Frequency** |
| Lake District National Park Authority, Murley Moss, Oxenholme Road, Kendal, Cumbria, LA9 7RL | Head Office | Lower Risk / Inspection every two years |
| Brockhole Visitor Centre - Main Office, Lake District Visitor Centre at Brockhole, Windermere, Cumbria, LA23 1LJ | Visitor Centre, Café, Tourist Information Centre, Shop, Adventure Playground, Gardens, Lakeshore with boat and cycle hire | High Risk / Annual Inspection |
| Ambleside Depot, Rothay Holme Trading Estate, Rothay Road, Ambleside, Cumbria, LA22 0HQ | Office, Depot, Workshop | High Risk / Annual Inspection |
| Bowness Bay Information Centre, Glebe Road, Bowness on Windermere, Cumbria, LA23 3HU | Tourist Information Centre, Shop | Lower Risk / Inspection every two years |
| Southern Office, Saunderpot Depot, Haverthwaite, Ulverston, Cumbria, LA12 8AB | Office, Depot, Workshop | High Risk / Annual Inspection |
| Coniston Boating Centre, Lake Road, Coniston, Cumbria, LA21 8EW | Office, Workshop, Boating Centre, Boat Storage, Lakeshore with boat and cycle hire | High Risk / Annual Inspection |
| Ullswater Information Centre, Beckside Car Park, Glenridding, Cumbria, CA11 0PA | Tourist Information Centre, Shop | Lower Risk / Inspection every two years |
| Keswick Information Centre, Moot Hall, Main Street, Keswick, Cumbria, CA12 5JR | Tourist Information Centre, Shop | Lower Risk / Inspection every two years |
| LDNPA Lake Rangers, Lake Wardens Office, Ferry Nab, Bowness on Windermere, Cumbria, LA23 3JH | Office, Lake Ranger base including wet dock | Lower Risk / Inspection every two years |
| LDNPA Northern Office, Old Station Yard, Threlkeld, Keswick, Cumbria, CA12 4TT | Office, Depot, Workshop | High Risk / Annual Inspection |
| Public Car Parks (over 30) and Public Toilets (16) |  | As required by any arising incidents |

### Appendix 5 – Areas of current Health and Safety Policy

* Accident and Incident Procedures
* Asbestos Information
* Back Pain
* Construction and Design Management (CDM)
* COSHH (Hazardous Substances)
* Covid 19 Risk Assesment
* Driving for Work
* DSE (Workstation Safety)
* Electricity Safety Policy
* Fire Safety Procedures for each operational site
* First Aid Information
* Guidance Documents
* Health and Safety Audits and Action Plans for each operational site
* Health and Safety in Contracting and Procurement
* Health and Safety Policy and Statement – Whole Authority
* Highways working
* Legionella Procedure
* Legionella Risk Assessments
* Lone Working
* Manual Handling
* Menopause
* No Smoking
* Noise Control
* Personal Protective Equipment
* Risk Assessments
* Statutory Inspections
* Ticks
* Trailers
* Trees
* Transport
* Verbal Abuse
* Vibration Tools Control
* Vulnerable People
* Work Equipment
* Work at Height
* Working Outside Safely

### Appendix 6 – Client / Service provider responsibilities

### It is envisaged that the Client will agree with the Supplier an annual plan for deliverables at the start of each year. Progress will be reviewed on a monthly basis against this plan.

**Client responsibilities**

### As contract manager, the Authority’s Head of Programmes and Resources will be responsible for the following: -

1. Taking overall responsibility for managing this contract including monthly performance reviews with the service provider
2. Agreeing the strategy and annual plan with the service provider, including providing advice around general scope of the strategy and plan and, where necessary, providing more specific advice around particular content and timing of assignments
3. Reviewing the approved plan, in conjunction with the provider, on a regular basis to take account of evolving business need
4. Preparing and presenting reports to Committee as necessary
5. Overseeing the development of policies and procedures to guide Health and Safety activity

**Service provider responsibilities**

### The Service Provider will be responsible for the following: -

1. Appointing a designated manager, who will be the formal point of contact for the contract
2. Acting as lead adviser to the Authority on Health and Safety matters
3. Providing expert advice and guidance on significant areas of Health & Safety legislation, including Construction and Design Management, Asbestos management, Legionella and Working in Highways – see Appendices 3 and 5.
4. Providing a point of Health & Safety expert advice and guidance for Authority managers
5. Undertaking Health & Safety audit inspections and periodic reviews at each of our 10 operational sites including the preparation of prioritised action recommendations for site managers (See the Schedule of Operational Sites in Appendix 4)
6. The provision of a ‘competent person’ under the Regulatory Reform (Fire Safety) Order 2005 to undertake fire safety and fire risk assessments and periodic reviews at each of our 10 operational sites.
7. Provision of a rolling review programme of our Health & Safety Policies and internal procedures plus working with us to identify and fill any gaps in our current policy set – see Appendix 5.
8. Monitoring for changes to Health & Safety legislation, advising the Authority and updating Authority policies and procedures as necessary
9. Monitoring of our internal processes on accident reporting, near miss reporting and risk assessment processes, including sample reviews to ensure robustness
10. Provision of suitably qualified and experienced staff to undertake all necessary duties in a timely manner to effectively fulfil this contract for the Authority.