

Invitation to Tender

Car Park and Road Resurfacing Works with Contractors Design 2025

Design, Supply and Installation of Car Park & Road Surface at Jubilee Field/Everside Lane, Cam, GL11 5JQ

Cam Parish Council Invitation to Tender (ITT)

INSTRUCTIONS TO CONTRACTORS

- a) Contractors must complete all of the areas shaded in yellow to ensure their bid is presented in a compliant format.
- b) Contractors must answer "True" Sections where a True or False Question is available to be considered further.
- c) Please adhere to any maximum word count requirements in your response, failure to do so will mean all text submitted over the maximum will be disregarded in the evaluation process.
- d) Please ensure a <u>hard copy</u> of the fully completed and signed document is returned with the Form of Quotation, Certificate of Bone Fide Quotation, Freedom of Information Act exemption and any other documents referred to in this request for quotation form to the address specified in section 1.
- e) The Contractor should seek to clarify any points of doubt or difficulty before submitting a quotation, for this purpose contact can be made, in writing, to the named authorised officer only as detailed in section 1.6 below.
- f) Clarifications should be sought in accordance with the timescales detailed in 1.9 below, all clarification response statements will be made available to all Contractors.
- g) Cam Parish Council shall incur no obligation or liability whatsoever to anyone by issuing the request or action by any party relative hereto.
- h) Any costs incurred by the quotationer in responding to this request or in support of activities associated with the response to this request are to be borne by the Contractor and are not reimbursed by Cam Parish Council.

| SEC | SECTION 1 – ITT INFORMATION | | |
|-----------------|----------------------------------|--|--|
| CONTACT DETAILS | | | |
| 1.1 | ITT Title | Design, Supply and Installation of Car Park & Everside Lane Road Surface at Jubilee Playing Filed, Cam, GL11 5JQ | |
| 1.2 | Organisation | Cam Parish Council | |
| 1.3 | Originator telephone number | 01453 548884 | |
| 1.4 | ITT clarifications email address | projects@camparishcouncil.gov.uk | |

| 1.5 | ITT response address | Tender Response (JPF Phase 1) 4 Noel Lee Way Cam Gloucestershire GL11 5PS Tender responses can be received by email, to the following address: clerk@camparishcouncil.gov.uk FAO Lucy Biddle (Clerk/ RFO) (Confidential) |
|------|---|--|
| 1.6 | Cam Parish Council Authorised Officer | Lucy Biddle (Clerk/ RFO) |
| 1.7 | Estimated total value (£) | £50,000.00 |
| TIM | ESCALES & PAYMENT TEI | RMS |
| 1.8 | Date ITT advertised | W/C 19 May 2025 |
| 1.9 | Date/time ITT clarifications/questions and site visit request should be received | Time:12.00 |
| | by email to the Cam Parish Council Authorised Officer (projects@camparishcouncil.gov.uk) | Date: Monday 30 June 2025 |
| 1.10 | Date/time completed ITT response to be received by post or email to the Cam Parish Council Authorised | Time: 12.00 |
| | Officer as identified in 1.6 above | Date: Friday 4 July 2025 |
| 1.11 | ITT Validity Period (calendar days) | 35 days |
| 1.12 | Estimated Contract Award Date | Friday 5 September 2025 Works to commence: W/C 6 October 2025 |
| 1.13 | Contract Duration | 6 weeks – maximum. |
| 1.14 | Payment Terms | Payment on completion |
| 1.15 | Payment Days | 30 days on submission of invoice |

SECTION 2 - SCOPE OF WORKS

DESCRIPTION OF THE WORKS

The Jubilee Field Second Car Park is situated within an area of open space, adjacent to the Jubilee Playing Field and football pitches. What3Words location: ///remover.ghost.luckier



The Parish Council would like to clear and resurface the second car park. The area to be cleared is approximately 892.22m². The area for resurfacing (including cleared area) is approximately 1,835.5m² (identified as 'A' on the above image).





The Parish Council would ideally like to see the resurfacing of the car park with TYPE 1 MOT. The surface must be permeable as the site is potentially 'gassing' due to historical landfill use. The perimeter edge closest to the walkway/park/football pitches (identified as 'C' on above image) needs large tree trunks removing and replacing with the rope and post system currently in place in the first car park (image detailed above, supplied by KEDEL). The tree trunks will need to be moved to the boundary location identified at 'D' on the image above to create a barrier to prevent vehicle access.

Existing surface material will need to be removed from site. The contractor will need to demonstrate consideration and measures taken to ensure all safety regulations relating to contaminated land are adhered to. The underlying ground conditions can be wet, and sufficient drainage consideration will need to be included in the design, with detail of implementation. The Contractor should satisfy themselves that there are no underground services present. The access to the site is via Everside Lane, which is a narrow one-way Restricted Byway.

The Council would like to re-construct the area of Everside Lane identified on the image above as 'E'. The length of this section of the lane requiring removing and rebuilding is approximately 170m. The surface will need to be started with terram, then Type 1 stone rolled. Ideally, a 10mm to dust layer to finish. The Council would like to include trunking within the re-construction to allow for future cabling. The contractor is required to include design, with detail of implementation of drainage/ditch work considerations for rain flow from the playing field. Existing surface material will need to be removed from site or incorporated into drainage options. The underlying ground conditions can be wet, and sufficient drainage consideration will need to be included in the design



Images of Everside Lane surface

The Council would like to create at least 2 car passing points within this stretch of Everside Lane. The contractor is required to include design, with detail of implementation options for this capability.

The Parish Council maintains the grounds at Jubilee Field and remains the landowner of the site.

Please note that Jubilee Playing Field is partially built on the site of a former landfill site. All responding contractors are required to request a full report into the landfill area from Cam Parish Council by contacting projects@camparishcouncil.gov.uk

Site visit requests should be made by **Monday 30 June 2025** to the Cam Parish Council Authorised Officer by emailing projects@camparishcouncil.gov.uk

Detailed schedule of work, including time scales should be included in your submission (please refer to evaluation criteria for more details).

CONTRACTOR RESPONSE (TRUE OR FALSE QUESTION)

Please answer "True" to state you **comply** with the information provided in Section 2 Scope of Works above to be considered further.

| SEC | CTION 3 – ORGANISATION DETAILS | | |
|------|--|---------------|--|
| 3.1 | Full Name of Organisation | | |
| 3.2 | Registered Address | | |
| | | | |
| | | | |
| 3.3 | Postcode | | |
| 3.4 | Company Registration Number | | |
| 3.5 | Registered VAT Number | | |
| Pare | ent Company Details (i | f applicable) | |
| | Name of Holding/Parent | | |
| 3.6 | Company | | |
| 3.7 | Address of Parent Company | | |
| | | | |
| | | | |
| 3.8 | Postcode | | |
| | Parent Company Registration | | |
| 3.9 | Number | | |
| | Date of Incorporation, Formation | | |
| | of Partnership or Commencement of Holding | | |
| 3.10 | Company | | |
| | Legal Status (e.g. Partnership, | | |
| 3.11 | Private Limited Company) | | |
| Con | tact Details | | |
| 3.12 | Name | | |
| 3.13 | | | |
| 3.14 | Address (if different from main | | |
| | address) | | |

| 3.15 | Postcode | |
|------|------------------|--|
| 3.16 | Telephone Number | |
| 3.17 | E-mail Address | |

| | TION 4 – SUITABILITY ASSESSMENT QUESTIO alse) | NS (True |
|-----|---|----------|
| 4.1 | The Contractor confirms that none of their Directors or relatives has been or is presently a Member of the Authority or an employee of the Authority. | |
| 4.2 | The Contractor confirms that no legal proceedings are in progress that might affect the performance of the contract obligations and that your organisation has not been prosecuted under EU law in the last three years | |
| 4.3 | The Contractor confirms that they are willing to have the following levels of insurance cover if awarded the Contract: Employer Insurance £5,000,000, Public Liability £10,000,000, Professional Indemnity £2,000,000. If you are the preferred bidder following evaluation you will have to provide a copy of your insurance certificates. | |
| 4.4 | The Contractor confirms their Organisation complies with UK Health and Safety legislation. If you are the preferred bidder following evaluation you will have to provide a copy of your Health and Safety Policy | |
| 4.5 | If the Contractor confirms that if they have been prosecuted for Health and Safety offences in the last 3 years, they must confirm you have implemented procedures to rectify the issues identified. If you are the preferred bidder following evaluation you will have to provide a copy of the evidence | |
| 4.6 | The Contractor confirms their Organisation and any of their subcontractors comply with the Equality Act 2010 and work within any requirements of Cam Parish Council's Equality duties | |
| 4.7 | The Contractor confirms that none of their Directors or Organisation been prosecuted under the Bribery Act 2010 | |
| 4.8 | The Contractor confirms that if they are the preferred bidder following evaluation they may have to provide a copy of relevant references if requested by the Authority. | |
| 4.9 | The Contractor confirms that if using subcontractors they will abide by the Payment Terms of the Contract | |

If selected as the preferred Bidder, the Contractor must be able to provide all evidence relating to this criteria within 5 working days of being notified to this effect.

| SEC | SECTION 5 – PREVIOUS EXPERIENCE | | |
|-----|--|--|--|
| 5.1 | 5.1 The Contractor confirms that their Organisation has not been convicted of the following offences; | | |
| 5.2 | The Contractor confirms that they have not made a breach of obligations relating to payment of taxes or social security | | |
| 5.3 | The Contractor confirms that they are not bankrupt, in debt to this Council, or are the subject of insolvency or winding-up proceedings, where assets are being administered by a liquidator or by the court, where there is in an arrangement with creditors, where business activities are suspended or there is any analogous situation arising from a similar procedure under the laws and regulations of any State; | | |
| 5.4 | The Contractor confirms that they have not violated any environmental, social or labour law | | |
| 5.5 | The Contractor confirms that they have not been guilty of grave professional misconduct, which renders its integrity questionable | | |
| 5.6 | The Contractor confirms that there is no conflict of interest arising in the conduct of this procurement procedure | | |
| 5.7 | The Contractor confirms that it has not sought to unduly influence the Authority's decision or obtain information with a view to gaining a competitive advantage | | |

SECTION 6 - QUALITY

This section includes any questions relating to the quality of the solution offered

- 6.1 Please show that your design concept addresses the following:
 - The design should enable the maximum capacity for parking.
 - The design should consider car passing places and access of Everside Lane.
 - The design should ensure appropriate drainage is considered for the entire project scope and implemented, within the existing project budget.
 - Construction and finish should demonstrate a reduced risk of damage by vandals.
 - Maintenance and management considerations should be of key importance within the design.
 - The design should be compliant with all relevant British and European Standards.
 - Site access should be agreed with the Client.
 - Works must be carried out with minimal disturbance to local residents and users of the open space.

Detailed schedule of work, including time scales should be included in your submission. These should include the time scales of submission of all risk assessments and method statements, RAMS must be received by the Parish

Council at least 2 weeks before agreed start date. A copy of Waste Carrier Licence must be sent to the Council prior to project commencement.

Maximum word count – 1000 words plus attachments.

CONTRACTOR RESPONSE

6.2 Please provide an outline project plan for the project, including stages where you will need specific interaction with the Parish Council.

Maximum word count – 500 words plus project plan.

CONTRACTOR RESPONSE

SECTION 7 - PRICE

The Contractor shall confirm the price to complete the works in the Pricing Schedule.

CONTRACTOR RESPONSE (TRUE OR FALSE QUESTION)

Please confirm you have provided a pricing schedule TRUE/FALSE

SECTION 8 – LEGAL COMPLIANCE

The following documents will form any subsequent binding agreement

TERMS AND CONDITIONS

8.1 Contract terms and conditions JCT Minor Works Building Contract 2011 with the following amendments

Agreement

Invitation to Tender (ITT)

Pricing schedule

Preambles Section A – General Requirements

Terms & Conditions – JCT Minor Works Building Contract with Contractor's Design 2011

Additional Z Clauses for Works Contracts

Certificate of Bona Fide Tender

Freedom of Information Exemption Form

Clarification to the ITT and responses

Authority address

Lucy Biddle (Clerk/ RFO)

4 Noel Lee Way

Cam

Gloucestershire

GL11 5PS

Review Meetings: Weekly during the construction period

Possible Extension of Term: Not applicable

Professional Indemnity £2,000,000

| Clause Subject Fourth Recital and clause 4.2 Form of quotation Is not a contractor Is not a cont | CONTRACT PARTICULARS | | | |
|--|----------------------|---|---------------------------------|--|
| Fourth Recital and clause 4.2 Fifth Construction Design and Management (CDM) Regulations Article 7 Arbitration Applies 1.1 CDM Planning Period Ends on date for commencement 2.3 Date for Commencement of the Works WC 6 October 2025 2.3 Date for Completion 6 weeks after commencement 2.9 Liquidated Damages Nil 2.11 Rectification Period 1 month 4.3 Interim payments – percentage of value 4.4 Percentage of the Total Value of the Works Section 4.8.1 Supply of documentation for computation of amount to be finally certified 5.3.2 Contractors Insurance Injury to persons or property 5.4 Insurance of the Works. Insurance Coptions 5.4 Percentage to cover professional fees Office Adjudication The Royal Institution of Chartered Surveyors / Chartered Institute of Arbitrators Schedul Arbitration The Royal Institution of Chartered Surveyors / Chartered Institute of Arbitrators DECLARATIONS 8.2 Form of quotation document Appendix 1 8.3 Certificate of bona fide quotation Appendix 2 8.4 Freedom of Information Act Exemption Appendix 3 | | | | |
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| 5.3.2 Contractors Insurance Injury to persons or property 5.4 Insurance of the Works. Insurance Options 5.4 Percentage to cover professional fees 7.2 Adjudication Schedul e 1 Arbitration DECLARATIONS 8.2 Form of quotation document 8.3 Certificate of bona fide quotation Appendix 2 8.4 Freedom of Information Act Exemption £10,000,000 £10,000,000 £10,000,000 Clause 5.4A applies 0% The Royal Institution of Chartered Surveyors / Chartered Institute of Arbitrators | | computation of amount to be finally | | |
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| Chartered Surveyors / Chartered Institute of Arbitrators Schedul e 1 Arbitration The Royal Institution of Chartered Surveyors / Chartered Institute of Arbitrators DECLARATIONS 8.2 Form of quotation document Appendix 1 8.3 Certificate of bona fide quotation Appendix 2 8.4 Freedom of Information Act Exemption Appendix 3 | 5.4 | Percentage to cover professional fees | 0% | |
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| 8.2 Form of quotation document | | Arbitration | Chartered Surveyors / Chartered | |
| 8.3 Certificate of bona fide quotation Appendix 2 8.4 Freedom of Information Act Exemption Appendix 3 | DECLARATIONS | | | |
| 8.4 Freedom of Information Act Exemption Appendix 3 | 8.2 | Form of quotation document | Appendix 1 | |
| | 8.3 | Certificate of bona fide quotation | Appendix 2 | |
| 1 01111 | 8.4 | Freedom of Information Act Exemption Form | Appendix 3 | |
| 8.5 Z Clauses Appendix 4 | 8.5 | Z Clauses | Appendix 4 | |
| CONTRACTOR RESPONSE (Pass/Fail Question) | | | | |
| Please indicate acceptance of binding documents | | | | |
| and amendments within Section 8 Legal Yes/No | | • | Yes/No | |
| Compliance documents set out above | | | | |

SECTION 9 – EVALUATION MODEL

9.1 TRUE OR FALSE SELECTION CRITERIA

All True and False Questions must be answered "True" to be able to be considered for this quotation process.

The evaluation model below shall be used for this ITT, which will be determined to two decimal places.

| two decim | ai piaoco. | |
|-----------|--|---|
| General | ITT response in the correct format | |
| Section 1 | ITT response received on time | |
| Section 1 | The price shall be within the budget stated in Section One. | |
| Section 2 | Compliance to Scope | |
| Section 4 | No Legal proceedings as set out in 4.4 | |
| Section 4 | Acceptable financial profile | |
| Section 4 | Insurance levels compliance | ٦ |
| Section 4 | Health and Safety compliance | |
| Section 4 | Equalities compliance | |
| Section 4 | No, your organisation has not been prosecuted for bribery (section 1 and 6) within the Bribery Act 2010. | |
| Section 4 | Relevant references can be provided | |
| Section 8 | Adherence to all areas in Section 8 'Legal Compliance' | |
| | | |

TRUE/FALSE

9.2 SCORING AWARD CRITERIA (Out of 100%)

Cam Parish Council will evaluate tenders to determine the most advantageous bid using the following criteria and scoring system. This will be assessed entirely on your response submitted. The quality to schedule of works to price ratio is 80:10:10

| Section 2 | Quality | 80% |
|-----------|---|-----|
| | Work programme (relating to outputs and results) and innovation to show solutions to water logging, passing points and surface erosion. | |

| | See section 9.2.1 for quality criteria weighting breakdown. | |
|-----------|---|-------|
| | Detailed schedule of work, including time scales | 10% |
| Section 7 | Price | 10% |
| Total | | 100 % |

Evaluation Criteria

The Council will evaluate the Tenders using a four-stage evaluation process.

Stage 1 – The Council will evaluate all essential requirements on a 'pass' or 'fail' basis. Tenders failing any of the essential criteria will be rejected at this stage of the evaluation.

Stage 2 – The Council will evaluate all scored quality requirements as specified in paragraph 1.4 (below)

Stage 3 - The Council will evaluate all scored schedule of works as specified in paragraph 9.2.2

Stage 4 – The Council will evaluate price as specified in paragraph 1.5 (below) 9.2.1 Quality Criteria (80%)

Quality will be assessed by reference to your responses in the Contractor's Proposal and supporting paperwork provided by the Tenderer as detailed in the tables below, the Contractor's Proposal and Specification.

The presentation score will be assessed by evaluation of the itemised quotations, plan scale drawings and design artwork submitted. The award panel will consider how well this supporting information portrays the project/s and how easy it is to understand and interpret. The weightings are shown in the tables below.

When answering the questions Tenderers must make sure that they answer what is being asked including added value if allowed for in the scoring scale below. Anything that is not directly relevant to the particular question should not be included.

Tenderers should also make sure that their answers inform not just what they will do, but how they will do it, and what their proposed timescales are (as relevant). It is useful to give examples and/or provide evidence to support your responses. The purpose should be to include as much relevant detail as required, so that the evaluation panel gets the fullest possible picture.

Each Contractor's Proposal will be evaluated individually, one by one in order. When scoring each statement, no consideration is given to information included in other answers so please do not cross refer to responses or information provided elsewhere in your tender.

Each quality criterion will be awarded a score in accordance with the scoring scale below (i.e. 0-5).

| Score | Criteria for Award |
|-------|--|
| 0 | The response raises major concerns about understanding |
| | and/or approach which are potentially highly detrimental to |
| | satisfactory service delivery or contract performance. |
| 1 | The response suggests significant shortcomings of |
| | understanding or approach which is likely to impact on service |
| | delivery or contract performance. |
| 2 | The response suggests shortcomings of understanding or |
| | approach which is likely to impact on service delivery or |
| | contract performance. |
| 3 | The response raises no concerns about understanding or |
| | approach to service delivery or contract performance. |
| 4 | Response is above expectations in terms of understanding or |
| | approach to service delivery or contract performance in terms |
| | of understanding or approach to service delivery or contract |
| | performance |
| 5 | Response is significantly above expectations in terms of |
| | understanding or approach to service delivery or contract |
| | performance in terms of understanding or approach to service |
| | delivery or contract performance |

The weighted scored quality criteria are as follows:

| Quality Criteria | Weighting |
|---|-----------|
| Presentation: The presentation score will be | 70% |
| assessed by evaluation of the itemised | |
| quotations, and plans/scale drawings submitted. | |
| Cam Parish Council will consider, and score | |
| accordingly, on whether the design shows a | |
| satisfactory understanding of what is to be | |
| achieved and addresses the constraints of the | |
| site. | |
| Warranties & Guarantees: The Council will | 10% |
| evaluate information provided about the type of | |
| warranties, maintenance considerations etc. | |

You will note that all questions have a % weighting clearly identified. Each score will be divided by the highest score available for that question (i.e. 5) to give a percentage score. The percentage score will then be multiplied by the question

weighting to provide a weighted score for each question and the overall quality weighting will then be applied.

9.2.2 Schedule of works (10%)

Tenderers are asked to submit a detailed schedule of work, including time scales for the project.

9.2.3 Price Criteria (10%)

Tenderers are asked to submit a pricing schedule, please provide a clear, detailed breakdown.

Please also include separate pricing for safety fencing, hoardings, screens, planked footways,vetc, as the Contractor may or may not be required to provide these. Welfare facilities can be provided.

The maximum budget limit for this project is £50,000.00 exclusive of VAT.

The price will carry 10% of the final mark.

APPENDIX 1

Form of Quotation

To: Tender Response
Cam Parish Council
4 Noel Lee Way
Cam
Gloucestershire
GL11 5PS

Title: Car Park and Road Resurfacing Works with Contractors Design 2025

Having examined the contents of the Request for Quotation document, terms and conditions of Agreement, product/service specification(s), we offer to carry out the work in conformity with the said conditions for the maximum fixed prices detailed in the attached pricing schedule(s).

We undertake to carry out the works specified within the period stated in the request for quotation.

Our quotation offer shall be binding between us for a period specified from the closing date for receipt of quotations.

Unless and until a formal agreement is prepared and executed this Quotation and a written acceptance thereof shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any Quotation you may receive.

We further undertake, if our Quotation is accepted, to comply with all the General Conditions of Contract and Specifications for the service comprising the contract.

| Dated this | day | of | 20 | | |
|--|--------|-------------|----|--|--|
| Signature | | | | | |
| Name: | in the | capacity of | | | |
| duly authorised to sign quotations for and on behalf of: | | | | | |
| Witness: | | | | | |
| Address: | | | | | |
| Occupation/Profe | ession | | | | |

APPENDIX 2

Certificate of Bona Fide Quotation

The essence of selective quotationing is that the client shall receive bona fide competitive quotations, from all those quoting. In recognition of this principle, we certify that this is a bona fide quotation, intended to be competitive and that we have not fixed or adjusted the amount of quotation by or under or in accordance with any agreement with any other person.

We also certify that we have not done and we undertake that we will not do at any time before the hour and date specified for the return of this quotation any of the following:

- (a) Communicate to a person other than the person calling for these quotations the amount or approximate amount of the proposed quotations, except where the disclosure, in confidence, of the approximate amount of the quotation was necessary to obtain insurance premium quotations for the preparation of the quotation;
- (b) Enter into any agreement or arrangement with any other person that he shall refrain from quoting or as to the amount of any quotation to be submitted;
- (c) Offer to pay or agree to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or have caused to be done in relation to any other quotation or proposed quotation for the said supply / service any act or thing of the sort described above.

In this certificate, the word "person" includes any persons and any body or association, corporate or unincorporated, and any "agreement or arrangement" includes any such transaction, formal or informal, and whether legally binding or not.

We acknowledge that the Authorised Officer will be entitled to cancel the contract and to recover from us the amount of any loss resulting from such cancellation if we or our representatives (whether with our without our knowledge) shall have practiced collusion in quoting for this contract or any other contract with the Authority or shall employ any corrupt or illegal practices either in the obtaining or execution of this contract or any other contract with the Authority:

| Signed: | | | |
|---------------|------------|--|--|
| _ | | | |
| Name: | | | |
| Occupation/P | rofession: | | |
| For and on be | half of: | | |

APPENDIX 3

Freedom of Information Act 2000 (FOI) Exemption Form

GUIDANCE

The Authority encourages its Contractors to take their own legal advice about the Fol Act. The Authority shall not be held liable for any actions claims or costs howsoever arising.

The Authority considers that the following information is likely to be captured by the "confidential" (s.41 absolute exemption) and/or "commercial interest" (s43 qualified exemption) and therefore maybe subject to the Public Interest test:

- Trade secrets; or
- Financial, commercial, scientific, technical or other information whose disclosure could reasonably be expected to result in a material financial loss or gain to the person to whom the information relates; or
- Where disclosure could prejudice the competitive position of that person in the conduct of his/her profession or business or otherwise in his/her occupation; or
- Where disclosure could prejudice the conduct or outcome of contractual or other negotiations of the person to whom the information relates.

NB: Contractors should note that claiming blanket confidentiality of quotation documentation, breaches current Government guidelines provided to the Authority and will not be accepted, therefore rendering the entire quotation documentation disclosable under the Fol Act.

PROCEDURE

1. Please specify below the relevant clauses or documentation containing the information you claim is exempt.

We consider that pricing schedules and technical specifications are most likely to be covered by one or other of the above exemptions and would therefore not, normally, be disclosed.

Each document claimed under the exemptions should be clearly marked as "confidential" or "commercially sensitive".

CONFIDENTIAL INFORMATION:

| CON | MERCIALLY SENSITIVE INFORMATION: | | | | |
|-----|---|--|--|--|--|
| | | | | | |
| 2. | The Authority is obliged to consider whether something, which its Contractor claims is confidential, is truly confidential. In those instances where the Authority does not agree with the exemption claimed, it will always consult with the Contractor before disclosing the information. Where the Authority decides to release such information, it will only do so in the following circumstances: | | | | |
| | Where the Contractor consents; or Where the information or information of a similar type is generally available to the public (e.g. where a Minister would give such information in answer to a Parliamentary Question);or Where the Contractor has been advised, at the time that the information is received, that the information will be released; or Where the Authority believes that the public interest would be better served by disclosing rather than by refusing to disclose the information In this instance, the views of the Contractor will be sought in advance of a decision being made. Where the Contractor refuses to agree to disclosure of the information, the Contractor is able to refer the matter to the Information Commissioner at the Contractor's expense. | | | | |

Position

Date

Signed

Print Name

ITT submission checklist:

| Document | Requirements | Checked |
|--|--|---------|
| ITT Document | Contractor response fields (yellow) completed | |
| Pricing Schedule | fully completed and included in submission pack | |
| Form of Quotation | fully completed and signed and included in submission pack | |
| Certificate of Bona Fide Quotation | fully completed and signed and included in submission pack | |
| Freedom of Information Act 2000 Exemption Form | fully completed and signed and included in submission pack | |