



Non-Motorised Water Sports Concession

Cosmeston Lakes Country Park



Invitation to Tender

Ref: VOG/WATER/2021

Closing date: 12:00 noon 4th August 2021

This document is available in Welsh / Mae'r ddogfen hon ar gael yn Gymraeg

Table of Contents

1. Introduction
 - 1.1 The Opportunity
2. Background
 - 2.1 Objectives
3. Scope
4. Award Criteria
 - 4.1 Scoring
5. Detailed requirements
 - 5.1 Activities
 - 5.2 Operations
 - 5.3 Site
 - 5.4 Meetings
 - 5.5 Marketing
6. Conditions of tender
 - 6.1 General
 - 6.2 Form of contract
 - 6.3 Submission
7. Tender Response requirements

Appendices

Appendix A Condition of tender for suppliers

Appendix B Form of tender

Appendix C Modern slavery questionnaire

Appendix D Location map

Appendix E Map of Cosmeston Lakes Country Park

Appendix F Site boundary map of activity area

Appendix G Invasive species T&C`s

1 Introduction

The Vale of Glamorgan Council (“the Council”) invites bids from organisations to provide water based activities and events at Cosmeston Lakes Country Park that attract users to and enhance the visitor experience. In addition, the Council are looking for an organisation to undertake the management of all lake bookings and facilitate current user groups.

This is an opportunity for dynamic, forward thinking and innovative organisations to provide water based activities/events at outstanding and popular tourist attraction within the Vale of Glamorgan.

You are invited to tender for provision of these Services.

1.1 The Opportunity

The country park is located on the outskirts of Penarth and can be accessed from Lavernock Road. The park benefits from:

- Car parking (with overspill capacity when necessary).
- A newly renovated children’s play area which is a draw for local residents and tourists.
- Adjoining the car park is a Café with future catering options being developed at other points throughout the park.
- Approximately 100 acres of SSSI protected open space and woodland with walking and cycling paths within.

The lake is a former quarry that is 6.3 Hectares (15 acres) in size and is deep enough to conduct water sports.

It is proposed that should an operator require a compound for equipment that it is located away from the lake so as not to spoil the aesthetics of the lake





Proposed equipment storage area

2 Background

The Vale of Glamorgan Council are looking at third party organisations to run the non motorised water-based activities on East Lake at Cosmeston Lakes Country Park between the 1st of March and 30th of November on an annual basis.

The provider will be responsible for all lake bookings and future activities. For clarity, the Council is not seeking to have its own services delivered by external bodies in this respect but to improve the Country Parks offer further.

The Country Park is a key location within the Vale of Glamorgan and within a short distance of the capital city of Wales, Cardiff. Cardiff is:

- The fastest growing UK city;
- Rated number 1 in the UK for quality of life;
- The short stay destination capital of the UK;
- An academic centre of excellence that has three universities with 70,000 students.

It has:

- A population of 350,000;
- A City-region population of 1.6 million within 45 minutes of the City;
- 15 million visitors per annum.

Cosmeston Lakes and Country Park has over 250,000 visitors per annum from local residents and tourists and has grown in popularity over the last year. The site has good connections to the M4 via major trunk roads and nearby cycle, pedestrian, rail and bus links.

Parking facilities are available for up to 400 cars; car-parking fees will be implemented in Summer 2021.

The Country Park is open all year; however, water based activities only take place between the 1st of March and the 30th of November and are restricted to the east lake, due to the special nature interest on site (see appendix for detailed map).

Please access the following link to see video outlines of the country park. Cosmeston Country Park <https://youtu.be/GOc0xCBpnwI>

To ensure a full understanding of the Council's environment, bidders are encouraged to review the following Council documents:

- Corporate Plan;
- Destination Management Plan;
- Country Parks;

all of which are available on the Council's website www.valeofglamorgan.gov.uk .

2.1 Objectives

The Council has identified a number of key objectives for the Services.

They must:

- Encourage visits and enhance the visitor experience when visiting the Country Park;
- Compliment the nature in which the Country Park is managed and presented to the public;
- Facilitate continued access by current user groups and encourage additional groups or individuals within the community;
- Support continuous improvement. The successful Supplier(s) must be committed to working with the Council to identify and introduce improvements to the Country Park throughout the Contract period;
- Deliver a positive income to the Council. The successful Supplier(s) will understand the context in which the Council operates and ensure a competitive bid that maximises income for the Council.
- Any bid must comply with the sites Terms and Conditions with regards to the sites invasive species control (see appendix).
- Provide access to the lake for users in a safe manner demonstrating best practice where possible.
- Generate a good commercial return for the council, whilst also providing services that are aligned to the objectives in which the Council and the Country Parks operate (see attached Appendices).
- Deliver benefits for the community offer supports the Community and what benefits can be realised in association with this agreement. Further information can be obtained at www.prp.wales.gov.uk .

3 Scope

The Council intends to award an agreement for an individuals, companies, businesses or organisations that can provide a range of non-motorised water based activities and events, to be held within the East Lake at Cosmeston Lakes Country Park between the 1st of March and 30th November on an annual basis. The agreement will be reviewed annually with a maximum length of 5 years before being re tendered.

The successful bidder will be responsible for the Health and Safety of any activity taking place and will provide the appropriate documentation to the Council.

The successful bidder will comply environmental safeguards and demonstrate this in there proposal.

Bidders will need to demonstrate at tender stage:

- Appropriate Insurances.
- Appropriate Financial Standing.

The Council are looking at water based activities such as canoeing, kayaking, paddle boarding, wind surfing, sailing, open water swimming etc. Any activity should preclude the use of motorised vessels (unless for safety purposes). This list is not exhaustive; other activities will be considered subject to suitability.

The successful bidder will manage all lake bookings regarding water based activities.

The Council intends to award contracts for commercial use on a rental or fixed lease/license basis for up to five (5) years with annual reviews.

Contracts will have the option to be extended at the Council`s discretion and subject to an appropriate review in fee. The Council is willing to “income share” for short term or one off events which include additional areas, on the basis that the Council can monitor financial transactions transparently. Other arrangements will require a fixed income, which is the preferred model.

Bidders should note that the Council will be introducing car park charges for visitors to the Country Park and Medieval Village by Summer 2021

4 Award Criteria

The Council will accept proposals from bidders for compatible activities and/or events which are suitable for the sensitive countryside location.

Proposals will be evaluated on the basis of 40% price (i.e. annual fee paid to the Council) and 60% quality which will comprise of the following criteria and weighting:

- Appropriateness of the offer to a Country Park / Countryside setting at 12%;
- Health & safety and activity supervision method statement at 24%
- Activity development at 9%
- Added value to park users at 9%;
- Ability to attract tourists at 6%;
- Community benefits. Community Benefits will not be scored but a positive response will indicate the bidder's understanding of and support for the Council's values.

Due to the environmentally sensitive nature of the Country Park, the Council reserves the right to reject any bid solely on this ground. This will be communicated in full to any affected bidder.

The Council also reserves the right not to award all or any of the business to the highest scoring bidder or to any bidder.

Bidder Presentations

As part of the tender evaluation, bidders may be required to give a presentation to the Council concerning their proposal. The contents of such a presentation may affect tender scores.

The Council will not be responsible for any costs incurred by a bidder in making such a presentation.

Due to current COVID19 restrictions presentations will be held on Microsoft TEAMS on the 18th of August 2021

Clarifications

Bidders may request clarification on this Invitation to Tender by contacting the contact details provided in this document prior to the tender date.

4.1 Scoring

The following methodology will be used to evaluate Tender responses.

Score Key Assessment	Score	Interpretation
Excellent	10	Satisfies the requirements with material additional benefits. Demonstrates exceptional understanding in the methodology of their ability to deliver a solution for the required supplies, services or works. The response identifies factors that strongly indicate an offer of added value, with evidence to support their response. Bidder has fully recognised the Council's Corporate Plan.
Excellent	9	Satisfies the requirement with some additional benefits. Demonstrates good understanding in the methodology of their ability to deliver a solution for the required supplies, services or works. The response identifies factors that strongly indicate an offer of added value, with evidence to support their response. Bidder has fully recognised the Council's Corporate Plan.
Good	8	Satisfies the requirement with minor additional benefits. Demonstrates well above average understanding in the methodology of their ability to deliver a solution for the required supplies, services or works. The response identifies factors that indicate an offer of potential added value, with evidence to support their response. Bidder has recognised the Council's Corporate Plan
Good	7	Satisfies the requirement with additional benefits. Demonstrates slightly above average understanding in the methodology of their ability to deliver a solution for the required supplies, services or works. The response identifies factors that indicate an offer of potential added value, with evidence to support their response. Bidder has recognised the Council's Corporate Plan
Acceptable	6	Satisfies the requirement. Demonstrates an understanding in the methodology of their ability to deliver a solution for the required supplies, services or works. The response identifies factors that may indicate an offer of added value, with evidence to support their response. Bidder has shown some recognition of the Council's Corporate Plan
Acceptable	5	Satisfies the requirement. Demonstrates some understanding in the methodology of their ability to deliver a solution for the required supplies, services or works, with evidence to support their response. Bidder has shown partial recognition of the Council's Corporate Plan
Some Reservations	4	Just satisfies the requirement with reservations. Demonstrates limited understanding in the methodology of their ability to deliver a solution for the required supplies, services or works, with limited evidence to support their response. The Bidder demonstrates little recognition of the Council's

		Corporate Plan.
Minor Reservations	3	Just satisfies the requirement with minor reservations. Demonstrates limited understanding in the methodology of their ability to deliver a solution for the required supplies, services or works, with very limited evidence to support their response. The Bidder indicates little recognition of the Council's Corporate Plan.
Numerous Reservations	2	Only Just satisfies the requirement with a number of reservations. The proposed methodology raises a number of reservations of the Bidder's understanding and ability to deliver a solution for the required supplies, services or works, with extremely limited evidence to support the response The Bidder indicates little recognition of the Council's Corporate Plan.
Serious Reservations	1	Only Just satisfies the requirement with major reservations. The proposed methodology raises a number of major reservations of the Bidder's understanding and ability to deliver a solution for the required supplies, services or works, with little or no evidence to support the response The Bidder shows no recognition of the Council's Corporate Plan.
Unacceptable/Non-compliant	0	Does not satisfy the requirements. Does not comply, provides insufficient information to demonstrate the understanding or ability to deliver a solution for the required supplies, services or works, with no evidence to support the response The Bidder shows no recognition of the Council's Corporate Plan.

5 Detailed Requirements

5.1 Activities

The Supplier will:

- i. provide and operate high quality water based activities/events on the East Lake of Cosmeston Lakes Country Park;
- ii. ensure all proposals and events are of a scale suitable to the Country Park and contribute to tourism in addition to local recreational use;
- iii. offer activities that are sensitive to the Countryside location and that enhance the visitor experience, whilst raising income for the Council;
- iv. include leisure or sporting activities or other innovative activities;

5.2 Operations

The Supplier will ensure that:

- i. all activities/events are suitably accessible for disabled visitors where appropriate;
- ii. all signage and information etc. is bilingual and will support the Council in its obligations under the Welsh Language Act;
- iii. activities/events do not cause any disturbance elsewhere on the site(s) or to other users. No music or other external broadcasts will be permitted unless specifically agreed by the Council.

5.3 Site

The Supplier will:

- i. enter into an appropriate lease or licence with the Council;
- ii. undertake, at its own cost, any associated installation and set up at the site;
- iii. provide the Services for an agreed term, with an option to extend at the Council's absolute discretion and subject to an appropriate adjustment in rent.

5.4 Meetings

The Supplier will:

- i. attend meetings with the Council's representative as requested to review operation of the Contract and consider opportunities for improvement;
- ii. allow the Council access at all times during Normal Working Hours for the purpose of site inspections, paperwork checks or other necessary visits associated with the Services;
- iii. ensure that its employees give such information and/or assistance to the Council as required to enable the Council's inspection.

5.5 Marketing

The Supplier will:

- i. indicate the key aspects and details of any proposed overall marketing activities they intend to carry out and ensure that they compliment the council's events calendar and what investment they will be making, both initially and on an ongoing basis. Investment plans may be contractually obligated;
- ii. market and actively promote the activity/event, accommodating the needs of visitors attending the sites as tourists, local users, schools, community groups and passers-by;
- iii. undertake regular customer feedback surveys, report the results to the Council in a timely manner and respond appropriately to survey results.

5.6 General

The Supplier will:

- i. incorporate Community Benefits during provision of the Services;
- ii. hold valid public liability and employer's liability insurance. The Council's current minimum insurance thresholds are £5m public liability and £10m employers' liability;
- iii. pay to the Council costs of any damage to adjoining property of the Council caused by the act, neglect or default of the supplier, his agents or servants and to hold and keep the Council fully indemnified from and against all actions, costs, claims, demands and liability whatsoever in respect of injury (including fatal injury) or damage to personal property due to or rising from the act, neglect or default of the tenant and servants or agents and in relation thereto shall have in force throughout the term of this agreement Public Liability Insurance in the minimum sum of £5,000,000.00 (five million pounds) and shall produce evidence of the same on demand;
- iv. ensure the Services are undertaken in a competent and safe manner and adhere to Health and Safety legislation, guidance and relevant Council policies and procedures and take reasonable care for the health and safety of himself and other persons who may be adversely affected by his acts or omissions;
- v. immediately advise the Council of any serious health and safety incident;
- vi. comply with all statutory obligations under the Equality Act 2010 and operate in a non-discriminatory manner. Bidders are advised that the Council has a Procurement Policy and Strategy and Equalities Policy, copies of which are available on request. Bidders are required to take account of these policies whilst providing the Services.

6 Conditions of Tender

6.1 General

- i. All bidders will be subject to the conditions set out in this document and the document entitled “Conditions of Tender for Suppliers” attached at Appendix A. Offers made subject to additional or alternative conditions may not be considered and may be rejected.
- ii. The Form of Tender (Appendix B) must be signed by the individual(s) with the appropriate authority to make the commitment.
- iii. Bidders may request clarification on this Invitation to Tender by contacting the Council.
- iv. Tenders must be open for acceptance for a period of ninety (90) days from the closing date for receipt of Tenders.

6.2 Form of Contract

The Tender shall be subject to the Council’s Terms and Conditions of Contract. Any conditions which the bidder may seek to impose shall be excluded and not form any part of the Contract unless each of these conditions have been specifically agreed to in writing by the Council.

6.3 Submission

The strict deadline for submitting tender bids is **12 Noon 4th August 2021**

The bid must be submitted in an envelope with the official Tender Label adhered titled on the outside **“Non Motorised Water Sports, Cosmeston Lakes Tender”**. The envelope must be securely sealed and must NOT bear any distinguishing matter or mark identifying the sender/bidder. For the avoidance of doubt **no bids will be accepted which have been submitted by e-mail.** It is preferred that bids are posted; however, they can be handed delivered to the Civic Offices reception during the opening hours of 10:00 – 14:00 Monday to Friday.

Bids should be submitted in full and in the aforementioned manner to:

**The Head of Legal Services,
The Vale of Glamorgan Council
Civic Offices
Holton Road
Barry CF63 4RU.**

Tender Response Requirements

Bidders must: submit their proposal for undertaking the Services. The proposal should include a detailed summary of your proposal of not more than three A4 pages which give details of the following:

Core Requirements (Failure to provide these will render the tender void)

- Details of previous relevant experience and references;
- Details of appropriate financial standing and sources of funding identified.
- Details of relevant accreditation and qualifications;
- Insurance certificates. If a new activity, proof that appropriate insurances can be obtained will suffice.
- Completed Form of Tender, Appendix B;
- Completed Modern Slavery Declaration Appendix C
- Confirmation that you understand and accept the Invasive species T&C`s Appendix G

Fee (40% of overall score)

- The annual fee payable to the council. Tenders must be completed in English and prices must be in £ sterling. Prices quoted must exclude VAT.

Quality (60% of overall score)

- Appropriateness of the offer to a Country Park / Countryside setting at 12%;
- Health & safety and activity supervision method statement at 24%
- Activity development at 9%
- Added value to park users at 9%;
- Ability to attract tourists at 6%;

Further to the above the Council is also requests that the following information is included:

- What benefits will be delivered to the local community.
- The types of facilities and events you would provide;
- How you will undertake effective marketing;
- How you will undertake and respond to customer feedback.
- Please include a "Quality Statement" that covers how you will manage delivery of the Services and achieve compliance;

If you require any exclusivity, please ensure you confirm this in your bid.

Tenders containing clauses such as "prices subject to fluctuation" or "those ruling at the date of delivery" will not be accepted.

Tenders must be open for acceptance for a period of 90 days from the closing date for receipt of Tenders.

Appendix A: Conditions of Tender for Suppliers

General

1. Offers made subject to additional or alternative conditions may not be considered and may be rejected.
2. Each bidder agrees that its proposal is submitted on the terms and conditions set out in the tender document supplied, any associated documentation and this document.
3. The bidder agrees that if successful, it will ensure that all employees, servants, agents, contractors or any persons wholly or partly under its control ("Bidder's Personnel") associated with this project adhere to the Council's Safety Conditions, Alcohol and Drugs Policy and Health, Safety and Environmental Policy. All Bidder's Personnel will adhere to the Council's No Smoking Policy whilst on Council premises. Copies of these documents are available upon request.
4. Bidders, by submitting a tender, confirm that they understand and agree to the nature and extent of their obligations if their Tender is accepted.
5. The Form of Tender supplied with the documents must be signed by the individual(s) with the appropriate authority to make the commitment. The bidder shall produce documentary evidence of such authorisation to the Council if requested.
6. The Council does not bind itself to accept the lowest or any Tender and reserves the right to accept any Tender either in whole or in part.
7. The Council is a public body for the purposes of the Freedom of Information Act and other related access legislation. Accordingly, third parties may request copies of documentation held by the Council pursuant to rights granted to them under various access regimes. Section 21(1) of the Public Contracts Regulation 2015 provides "A contracting authority shall not disclose information which has been forwarded to it by an economic operator and designated by that economic operator as confidential."

Accordingly, if your organisation wishes to rely upon the above provision, please describe those parts of your tender you regard as confidential and set out your reasons why in your tender submission. Please note that it is the Council that is responsible for determining whether a bidder has reasonably designated the information as confidential. Bidders are advised that even if they have designated the information as confidential, the Council may not necessarily agree and the information may be released to a third party if the Council deems it appropriate. Further, some information is required to be made public under other legislative requirements from time to time in force and organisations are asked to note this.

Form of Contract

8. Any successful bidder will be required to execute a contract with the Council. The form of contract will be subject to approval by the Council's Head of Legal Services.

9. No binding contract will exist until the Council and the chosen bidder execute and deliver a formal contract.

Costs

10. Bidders are responsible for obtaining all information necessary for the preparation of their respective tenders and all costs, expenses and liabilities incurred by any bidder in connection with the preparation and submission of a proposal or tender shall be borne by that bidder.
11. A bidder shall be deemed to have full knowledge of the liability to be incurred by reason of the Tender and shall not, after acceptance by the Council, be entitled to increase any prices or change any terms on the grounds that an error has been made or withdraw the Tender by reason of not having made enquiries which any prudent bidder would have made prior to responding to the Tender or for any other reason.
12. Bidders shall take all reasonable care in the preparation and submission of a Tender and acknowledge that the Council may rely upon the representations made in the Tender.
13. All payments and royalties that may be payable shall be included in the prices detailed in the Tender and will be paid by the bidder to the relevant persons.
14. The Council shall not be responsible for or pay any costs, expenses or losses incurred by any bidder or would be bidder who fails to tender, in the preparation of their Tender.

Submission

15. Prices must be in sterling and must relate to all elements included in the proposal. All prices submitted by bidders must be inclusive of supply, including packaging and carriage but exclusive of VAT.
16. Tenders containing clauses such as “prices subject to fluctuation” or “those ruling at the date of delivery” will not be accepted.
17. All documents requiring a signature must be signed by an individual with the appropriate authority to make the commitment.
18. Non-adherence to any of the above procedures may lead to disqualification.
19. The Council may, at its absolute discretion, extend the closing date above. Any such extension shall apply to all bidders.

Notification of Selection

20. All bidders responding to this document will be notified of the outcome of the Council's evaluation of their proposals.
21. A bidder shall be deemed (for all purposes connected with the Invitation to Tender and any contract awarded as a result) to have carried out all research, investigation and enquiry which can reasonably be carried out and to have satisfied itself as to the nature, extent, volume and character of the Council's requirements (in the context of and as described in this Invitation to Tender. No bidder shall have any claim whatsoever against the Council in respect of such

matters and in particular (but without limitation) the Council shall not make any payments to the bidder save as expressly provided for in any formal contract made pursuant to this Invitation to Tender.

Confidentiality of Invitation to Tender

22. This Invitation to Tender, the fact that a bidder has been invited to tender, and all other documentation issued by the Council relating to the Tender (“the Tender Documents”) shall be treated by the bidder as private and confidential for use only in connection with the tender and any resulting contract and shall not be disclosed (save as may be required by law) in whole or in part to any third party without the prior written consent of the Council.
23. The Tender Documents and all copies of the same are and shall remain the property of the Council (whether or not the Council shall have charged a fee for the supply of such documents) and shall not be copied or reproduced in whole or in part and shall be returned to the Council forthwith upon demand.
24. If a prospective bidder decides not to respond to this Invitation to Tender, then the bidder is required to return the whole document unmarked to the Council by the date and time set for receipt of tenders.
25. Bidders may copy and disclose the Tender Documents to their professional advisers solely for the purpose of assisting in the preparation of a tender submission in response to this Invitation to Tender.

Collusion and Canvassing

26. Any proposal submitted by any bidder in respect of which the bidder:
 - i. fixes or adjusts prices and rates shown in its proposal by or in accordance with any agreement or arrangement with any other person or by reference to any other proposal or communicates to any person other than the Council the amount or approximate amount of the prices and rates shown in its proposal except where such disclosure is made in confidence, in order to obtain quotations necessary for the preparation of the proposal or for the purposes of financing or insurance; or
 - ii. enters into any agreement with any other person that such person shall refrain from submitting a proposal or shall limit or restrict the prices to be shown by any other bidder in its proposal; or
 - iii. offers or agrees to pay or give or does pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having cause to be done in relation to any other tender or any other person’s proposal any act or omission; or
 - iv. in connection with the award of the contract commits an offence under the Bribery Act 2010 or gives any fee or reward, the receipt of which is an offence under sub-Section (2) of Section 117 of the Local Government Act 1972; or
 - v. indirectly canvasses any member or officer of the Council concerning the acceptance of any proposal or who has directly or indirectly obtained or attempted to obtain information from any such member or officer concerning any other bidder or proposal submitted by any other,

shall be rejected by the Council provided always that such rejection shall be without prejudice to any other civil remedies available to the Council or any criminal liability of the bidder.

Bidder's Warranty

27. In submitting a proposal a bidder warrants to the Council that:
- i. it has not engaged in any of the acts or matters referred to in Clause 26 and has complied in all respects with these tendering requirements;
 - ii. all information, representations and other matters of fact communicated (whether in writing or otherwise) to the Council by the bidder or its operatives in connection with or arising out of the Tender Documents (together with any proposal) are true, complete and accurate in all respects;
 - iii. it has made its own investigations and research, has satisfied itself in respect of all matters relating to the Tender Documents and that it has not submitted any proposal and will not have entered into any contract envisaged by the Tender Documents ("the Contract") in reliance upon any information, representations or assumptions (whether made orally, in writing or otherwise) which may have been made by the Council;
 - iv. it has full power and Council to enter into the Contract and to make the provision required by the Invitation to Tender and will, if requested, produce evidence of such to the Council;
 - v. it is of sound financial standing and the bidder and its directors, partners, officers and employees are not aware of any circumstances (other than such circumstances as may be disclosed in the bidder's proposal) which may adversely affect its financial standing in the future;
 - vi. it will procure and will have sufficient working capital, skilled staff, equipment, machinery and other resources available to carry out the Contract in accordance with its terms.

Disclaimer

28. Any and all documentation and other written or oral information provided or made available by the Vale of Glamorgan Council has been prepared in good faith but does not purport to be comprehensive or to have been independently verified.
29. To the full extent permitted by law the Vale of Glamorgan Council does not accept liability or responsibility for the adequacy, accuracy or completeness of the Tender Documents or with respect to any other written or oral information provided or made available to the bidder.

Legislation

30. In submitting a response to this Tender, the bidder acknowledges full compliance with all UK and European Legislation relevant to the goods, services and works being proposed.

Freedom of Information

31. The Council shall not be in breach of the provisions of Tender Documents or the Contract where it can show that any disclosure of Information is made solely and to the extent necessary to comply with the Freedom of Information Act 2000 (“the Act”) or the Environmental Information Regulations 2004 (“the Regulations”) or any legislation of a like kind from time to time in force. To the extent permitted by the time for compliance under the Act or the Regulations, the Council shall consult a bidder where the Council is considering the disclosure of Information under the Act or the Regulations and , in any event, shall provide prior notification to the bidder of any decision. Whether or not to disclose Information in order to comply with the Act or the Regulations is a matter in which the Council shall exercise its own absolute discretion, subject always to the provisions of the Act or the Regulations.
32. “Information” means any information in any written or other tangible form disclosed to one party by or on behalf of the other party under or in connection with the Tender Documents or the Contract.

Appendix B: Form of Tender

Supply of Water based activities on the East Lake at Cosmeston Lakes Country Park
VOG/Water/2021

To the Vale of Glamorgan Council.

Having examined the Invitation to Tender and ancillary documents for the above Services and having examined the Council's Standing Orders and Financial Regulations I/We offer to provide Services set out in the Tender in accordance with the said Invitation to Tender for the amounts specified in the price schedule.

I/We agree that the tender shall be on a firm price basis and will not be subject to any adjustment

We further agree that we shall keep this offer open for acceptance by the Council for ninety (90) days from the closing date for receipt of tenders.

I/We further agree that I/We will not communicate, under any circumstances, to any person other than the Council the amount of our proposed tender.

I/We further agree that I/We will not adjust the amount of the proposed tender in accordance with any agreement or arrangement with any person other than the Council.

We enclose herewith the following tender documents and associated information.

I/We hereby certify that I/We have not canvassed or solicited any member, officer or employee of the Council in connection with the award of this tender or proposed tender for the Service and that no person employed by me/us or acting on my/our behalf has done any such act.

I/We further hereby undertaken that I/We will not in future canvass or solicit any member, officer or employee of the Council in connection with the award of this tender or any other tender or proposed tender for the Services and we will procure that no person employed by me/us or acting on my/our behalf will do any such act.

Dated thisday of20

Signature

Name of Firm

Address

.....

Appendix C Modern Slavery Questionnaire

Modern Slavery

Modern slavery is a serious crime. It encompasses slavery, servitude, and forced or compulsory labour and human trafficking.

Bidders are encouraged to review information on the following website before responding to this section.

<http://gov.wales/topics/improvingservices/better/vfm/code-of-practice/?lang=en>

- 1 Are you a relevant commercial organisation as defined by Section 54 (“Transparency in Supply Chains etc.”) of the Modern Slavery Act 2015 (“the Act”)?

Yes/No

- 2 If you have answered “Yes” to question 1, are you compliant with the annual reporting requirements contained within Section 54 of the Act?

Yes/No

If Yes, please provide the relevant url to view the statement.

If No, please explain why.

- 3 What steps have you taken or do you plan to take to tackle potential modern slavery and human rights abuses within your organisation and supply chains?

- 4 Can you confirm you are not subject to any ongoing investigations or charges in relation to modern slavery and/or human rights abuses?

Yes/No

If no, you cannot confirm this, what steps are you taking in consequence?

5 Can you confirm you are not aware of any ongoing investigations or charges within your supply chain in relation to modern slavery and human rights abuses?

Yes/No

If no, you cannot confirm this, what steps did you take or are you taking in consequence of that finding?

6 Are all workers free to leave to find work elsewhere?

Yes/No

7 Can you confirm that workers' passports are not retained?

Yes/No

8 If you are aware of or suspect illegal practices relating to slavery, please report them to the police.

Appendix D Location map



Appendix E Map of Cosmeston Lakes Country Park



Appendix F Site boundary map of activity area



Appendix G Invasive species T&C`s

All lake users are to ensure that their boats / equipment are cleaned prior to and after use to avoid the spread of Zebra Mussels (see attached information sheet).

How to prevent the spread of Zebra Mussels & Killer Shrimp to other water bodies.

Zebra Mussels live in lakes and canals but are not native to Wales. They are an extremely aggressive invader, often dominating a water body and reducing the amount of food available for other organisms, including fish. They can have widespread economic and ecological effects.

➤How you can help.

Zebra Mussels and Killer Shrimp spread naturally in water currents within connected lakes and rivers. Outside connected waterways they are mainly spread by recreational activities such as boating and fishing.

1. Zebra Mussels attach to the hull of boats and on weeds caught on boat trailers. They are transferred to new areas when infested boats are launched into new waterways. They can also spread by equipment and structures moved from infested areas to Zebra Mussel free areas e.g. pumps, pipes, tanks, etc.

Preventing Zebra Mussel & Killer Shrimp spread is a shared responsibility amongst all water users.

➤Keep Boats / windsurf boards & Diving equipment free of Zebra Mussels & Killer Shrimp.

- Keep boats clean on the outside.
- Drain all bilge water to remove larvae.
- Remove all weed from trailers, boats and diving equipment before leaving a Zebra Mussel infested area.
- Dry out boats & diving equipment. Zebra Mussels will eventually die once removed from the water, but this may take as long as 3-4 weeks under damp conditions. Ideally boats / diving equipment should be stored in dry conditions where the mussels can dry out.

- If you buy a second hand boat or diving equipment have it cleaned.
- If possible use a high-pressure steam cleaning unit, this will remove the majority of the mussels and kill the remainder. The temperature needs to exceed 40c. Steam cleaning facilities are available at most filling stations for a small fee. **The material removed should not be allowed to enter a water body of any sort.**

These actions will prevent the spread of most aquatic invasive species.

It is illegal to allow any animal which is not ordinarily resident in Great Britain, or is listed on Schedule 9 to the Wildlife & Countryside Act 1981, to escape into the wild, or to release it into the wild without a license. It is also illegal to plant or otherwise cause to grow in the wild any plant listed on Schedule 9 of the Act. Offences carry penalties of up to £5,000 fine and / or 2 years imprisonment.

Zebra Mussel

Species Description

Scientific name: *Dreissena polymorpha*
AKA: *Dreissensia polymorpha*, Misglen resog (Welsh)

Native to: South-east Russia

Habitat: Slow rivers, canals, docks, lakes, reservoirs and sometimes water pipes and cooling systems

Zebra mussel is a freshwater mussel species with a distinctive striped colouration and shape.

It inhabits a range of clean and well-oxygenated freshwaters but can tolerate weakly brackish waters. It attaches, usually in groups, by sticky threads known as byssus, to anything solid underwater such as masonry, stones, wooden posts, tree roots or shells. This attachment can block pipework, affect lock gates and other hard structures in the water. They can also significantly alter ecosystems by smothering native species and rapidly filtering out nutrients from the water. The growth of these colonies is similar to that of marine mussels.

Zebra mussel is similar in shape to marine mussels but smaller in size (usually about 30mm), has a distinctive "D" shape and is ornamented with blue or brown and yellow-white alternating zig-zag or wavy bands. Its shell is asymmetrical, strong, thick and keeled. Its shell does not have teeth on its hinge. It can grow up to 50 mm long though much smaller specimens are often found.

For details of legislation go to www.nonnativespecies.org/legislation.



Key ID Features



Live mussel

Light and dark bands of colour

Dead shell

Identification throughout the year

Zebra mussels do not vary in their appearance throughout the year.

Field Signs

Zebra mussels do not leave any field signs except their dead shells which are identified in the same way as live shells. These shells may be covering hard objects. Dead shells can be found on the bed of water bodies or washed up on the margins, sometimes as single shells but occasionally, as in life, with two shells joined. Even when dead, the shells retain their stripy appearance. The zebra mussel has a short-lived, free-living larval stage but it cannot easily be detected in the water and so only adult mussels can be used for identification.

Similar Species

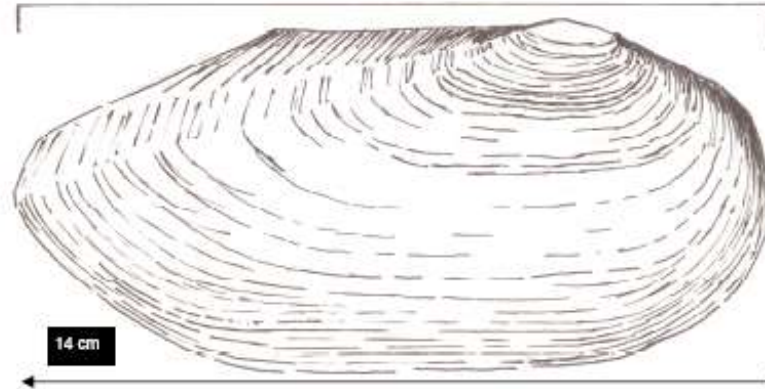
Compared to zebra mussel, other freshwater species of mussel are not found fixed to surfaces and do not grow in colonies but are free-living in the sediment. The smaller species are found amongst water plants. The larger mussel species, e.g. swan, painter's, duck and pearl mussels could only be confused with zebra mussels as juveniles but shells are much thinner and lack the zebra-like stripes. Orb cockles (*Sphaerium* species) and pea cockles (*Pisidium* species) are much smaller than zebra mussels and are unlikely to be confused.

Distribution

Zebra Mussels are found commonly across England, Ireland and at limited locations in Scotland and Wales.



Source: various



Swan Mussel
Native
(*Anodonta cygnea*)



Painter Mussel
Native
(*Unio pictorum*)



Zebra Mussel
Non-native
(*Dreissena polymorpha*)
For comparison

Orb Cockle
Native
(*Sphaerium* sp)



1.5 - 7 mm



Pea Cockle
Native
(*Pisidium* sp)

References and further reading:

Ellis, AE (1978) "British Freshwater Bivalve Mollusca". Academic Press

Kerney, M (1999) "Atlas of the Land and Freshwater Molluscs of Britain and Ireland". Harley Books

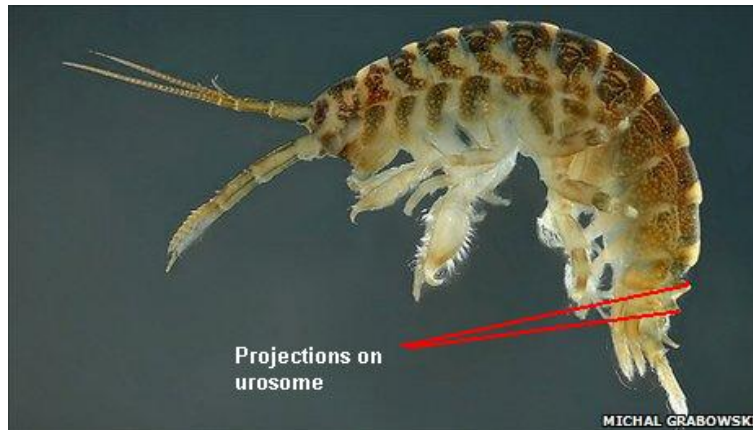
Photos from: Philip Ames, Olaf Booy, Andrew DeWolfe

VOG/water/2020

Dikerogammarus villosus Identification Guide

Dikerogammarus villosus (Killer Shrimp – ALIEN):

- **REPORT ANY SUSPECTED OR CONFIRMED SIGHTINGS OF THIS IMMEDIATELY VIA RCC**
- Up to 30mm long (bigger than other UK freshwater shrimps)
- Lives in fresh and brackish water
- Usually striped (may be harder to see in darker individuals). Generally darker than native species (but not always!)
- Swims on its side
- Has projections on urosome (last 2 body segments) – can be seen in pics – unique feature for *D. villosus*



Gammarus pulex (Native UK shrimp):

- For comparison with Killer shrimp
- Up to 20mm long
- Found in freshwater
- Can be striped or uniform in colour – usually paler than *D. villosus* but don't rely on this alone!
- Swims on its side
- No projections on urosome, just bristles.

