**GOSPORT BOROUGH COUNCIL**

**INVITATION TO TENDER (ITT)**

 **PUBLISH DATE: 21 JULY 2022**

**COMMUNITY SKIP PROVISION**

**RESPONSE DEADLINE: 14 AUGUST 2022 AT 12 NOON**

**PART A - TENDER OPPORTUNITY**

1. **INTRODUCTION AND BACKGROUND**
	1. **Contents of this ITT**

 This Invitation to Tender (ITT) comprises:

* This main ITT (Part A) document together with:
	+ Part B - Tender Response Document
	+ Schedule 1 – Commercially Sensitive Information
* Appendix 1 – Proposed Community site location and plans
* Appendix 2 - Reference Questionnaire
	1. **Introduction**

Gosport Borough Council provides a waste collection service to over 37,000 properties within the borough. The requirement of this opportunity is to provide residents an opportunity to legally dispose of bulky household waste items through provision of community skips at agreed locations within the borough. (see Appendix 1 for sites).

The Council is conducting this tender to consider submissions for the provision of community skips at various locations throughout the borough, which includes Gosport and Lee-on-the-Solent as set out in Appendix 1 to this ITT. The Council is seeking responses in relation to the cost of service provision, technical capability, capacity and professional ability of Suppliers/Bidders (hereafter referred to as Bidder/s).

This ITT contains further information about the procurement process and the service required. Each Bidders submission should be detailed enough to allow the Council to make an informed selection of the most appropriate tender.

**2. SCOPE AND SPECIFICATION**

Gosport Borough Council is committed to provide a free bulky waste disposal service for its residents within ward boundaries, throughout the borough on a weekly basis.

This contract is for an initial trial period of 6 months and may be extended for further terms up to a maximum combined terms of 3 years.

Streetscene Services requires 3No. 8 yard skips are delivered to one location situated on Gosport Borough land. Sites will be located in parks, open spaces and garage areas (See Appendix 1 for site locations and plans). Sites may be subject to change from time to time and will be in consultation with the successful bidder and the Authorising Officer.

Skip deliveries will take place each Saturday of the week for a period of 6 months from September 2022. Sites will alternate between Gosport’s 14 wards as directed by the Head of Streetscene (Authorised Officer). All 3 skips are to be delivered before 0900hrs and collected by 1500hrs.

Bidders are to satisfy themselves that the locations given in Appendix 1 are suitable with regard to access and surfaces prior to submission of the pricing document.

Invoicing/payment will be made 30 days in arrears on receipt of invoices.

**2.1 Methodology**

**The following work is required:**

2.1.1 – Each Saturday following award, deliver 3 No. 8 yard skips to one location as instructed by the Authorising Officer given on Appendix 1

2.1.2 – Collect each skip when full between the hours of 0900hrs and 1500hrs on the same day.

2.1.3 - Where identified, hazardous waste such as asbestos, chemicals, batteries, solvents, oils, pesticides and electrical equipment will be removed by Council staff or its contractor, who will arrange for its disposal. Residents will be notified by Gosport Borough Council that hazardous waste will not be accepted at any site.

2.1.4 – The bidder must provide a list of items/waste they will not be willing to collect/dispose of. This should be provided as part of your response in Part B.

2.1.5 - The Bidder must be able to commit to the possibility of a fluctuating skip demand, which will not increase by more than one additional skip to the 3 required. No less than three or more than four skips will be required at each site.

2.1.6 – The bidder will be responsible for all waste collected and the appropriate legal disposal of the waste, as explained further in this ITT.

2.1.7 – The Streetscene Services Manager will carry out spot checks as part of quality monitoring.

1. **HEALTH AND SAFETY REQUIREMENTS - MANDATORY REQUIREMENT**

The successful bidder will work in accordance with, and be able to provide:

* A Certificate of Registration Under the Waste (England and Wales) Regulations 2011
* Risk assessments for all activities undertaken as standard
* A copy of your Environmental Policy or Statement
* A copy of each waste transfer note
* Details and documentation of waste collected, disposal routes and waste collected final destination.
* A copy of any weigh bridge tickets
* A copy of Waste carriers licence

The successful bidder will work in accordance with:

* The Management of Health and Safety at Work Regulations 1999
* The Work Place (Health, Safety and Welfare) Regulations 1992
* The Personal Protective Equipment at Work Regulations 1992
* The Manual Handling Operations Regulations 1992
* The Provision and Use of Work Equipment Regulations 1998
* The Environmental Protection Act 1990
* The Controlled Waste (England and Wales) Regulations 2012

**3.1 Personal Protective Equipment Requirements - MANDATORY REQUIREMENT**

All staff/operatives working on this contract must be provided with and use/wear appropriate Personal Protective Equipment (PPE). All PPE shall be to relevant British Standard or equivalent. All staff/operatives shall wear safety footwear and Hi-Visibility waistcoat or jacket of the appropriate class at all times for the duration of working on site. All staff/operatives should be trained in the use of the PPE.

**4. INSURANCE REQUIREMENTS - MANDATORY REQUIREMENT**

The successful Bidder will maintain the following Insurance cover for the duration of the Contract term and subsequent advisory period and provide evidence of cover to the Council prior to commencement of the contract term and at any time when requested by the Council:

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| **Insurance:** | **Minimum value required** |
| Public Liability  | £10 million  |
| Employers Liability  | £5 million |
| Products Liability | £1 million |

Following selection of the successful bidder, the Council proposes to enter into a Contract with the Bidder for an initial trial period of 6 months and may be extended for further terms up to a maximum combined terms of 3 years.

The anticipated commencement date is shown in the timetable in section 5.

**5. TIMETABLE**

This procurement will follow a clear, structured and transparent process to ensure a fair and level playing field is maintained at all times, and that all bidders are treated equally.

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| **The key dates for this procurement (Timetable) is as follows:** |
| **Event** | **Indicative Dates** |
| Publish Invitation to Tender on Proactis | 21 July 2022 |
| Deadline for receipt of clarifications | 4 August 2022 |
| Deadline for receipt of Tender | 14 August 2022 |
| Evaluation of tender | Late September 2022 |
| Notification of intention to award  | TBC |

Any changes to the procurement Timetable shall be communicated to all bidders via the Proactis portal as soon as practicable.

**6. TENDER COMPLETION – INSTRUCTION TO BIDDERS**

All submissions must be uploaded via the South East Business Portal also known as proactis.

Link to the portal: <https://sebp.due-north.com/>

Your response must include:

* Complete Part B - Tender Response Document
* Schedule 1 – Commercially Sensitive Information
* References- these must be submitted in accordance with the instructions in section 6.1 of this document.

Submissions to this ITT must be submitted in the manner prescribed in this document, no later than the deadline set out in the timetable above.

Any tender received after the deadline shall not be opened or considered. The Council may, however, in its own absolute discretion extend the deadline and in such circumstances the Council will notify all Bidders of any change.

Any questions relating to this ITT must be raised **only** as a clarification via the messaging function on the South East Business Portal/Proactis (link above).

The Council will not enter into exclusive discussions regarding the requirements of this ITT with potential providers.

To ensure a transparent and consistent approach all clarifications statements will be made available to all providers apart from where commercial sensitivity exists.

Clarifications in relation to this ITT must be raised within the timescales provided.

Bidders are required to respond to requests for clarification as requested and no later than within 3 working days or as stated in the clarification request. If in the opinion of the Council the Bidder fails to provide an adequate response to one or more points of clarification, the Tenderer may be excluded from progressing further in the process.

The Council reserve the right to decline to make an award for the service requirements, or to abandon or cancel the Tender process. The Council will not be responsible for any costs or expenses incurred as a result of following this course of action.

Any costs incurred by the Bidder in responding to this Tender or in support of activities associated with the response to this opportunity are to be borne by the Bidder and are not reimbursable by the Council.

* 1. **References**

Respondents are required to supply 2 references. These will be used to verify the proposals put forward in this Opportunity/ Tender. Failure to provide the references will invalidate your bid and it will not proceed to evaluation.

You must use the reference questionnaire included as Appendix 2 and your references should relate to your capability to carry out the requirements relevant to this opportunity. You must complete Section 1 of the reference questionnaire which you should then forward to your referees. They must complete Section 2 and send this **DIRECTLY** to procurement@gosport.gov.uk. Your references must NOT be included with your tender documentation and uploaded through Proactis, they must be sent DIRECTLY from your referee to the procurement e-mail address above. References not received in the correct manner will invalidate your tender.

It is then the bidders’ responsibility to check that the Council has received the required number of references in the required format before the closing date of this opportunity, please do this by e-mailing as above. This e-mail must only be used for reference issues, any other questions regarding this opportunity must be raised via the Proactis messaging facility. In urgent time limited circumstances please call 02392 545610.

**7. EVALUATION AND SCORING**

Award Criteria:

* 30% Quality (Method Statement and References)
* 70% Price.

Scores are arrived at following the application of the Evaluation Criteria set out below to the Bidders Tender.

Bidders are required to submit a Tender strictly in accordance with the requirements set out in this ITT, to ensure the Council has the correct information to make the evaluation. Evasive, unclear, incomplete or hedged Tenders may be discounted in evaluation and may, at the Council’s discretion, be taken as a rejection by the Bidder of the terms set out in this ITT.

Responses will be evaluated following a two-stage process:

**Stage 1:**

The Mandatory Requirements for this procurement that potential suppliers must pass to qualify for consideration in this procurement process.

This section is scored as Pass/Fail with only successful providers proceeding through to the next stage of the evaluation process. Any unsuccessful Respondents that fail this stage or fail to answer any mandatory question will be disqualified from the process and their submission will not be evaluated further.

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| **Ref**  | **Mandatory Requirements** |
| MR1 | Acceptance of the Service Specification as set out in the Invitation to Tender document (Part A, Section 2) |
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| MR2 | Acceptance of the Health and Safety requirements as set out in the Invitation to Tender document (Part A, Section 3) |
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| MR3 | Confirmation that the successful bidder will maintain the insurance cover specified in the Invitation to Tender document (Part A, Section 4) |
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**Stage 2:**

The criterion for evaluating this procurement is explained in the table below:

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| CRITERIA FOR EVALUATION |
| QUALITY | 30% |
| * Method Statement

Describe the approach proposed for delivering the Specification (see Section 2 of this ITT) including:* + methods of working
	+ Details of your capacity and capability to carry out proposed works including:
		- access to staffing
		- Specialist vehicles
		- Equipment to carry out the work.
	+ Your hours of operation.

Provide a list of items/waste not collected as part of your service. | 20% |
| * References

Respondents are required to supply 2 references from 2 different referees. Details provided in 6.1 of this document. Please ensure submission instructions are carefully followed as set out in 6.1 | 10% |
| PRICE | 70% |
| * Please provide your full and final total price for the 6 month duration for 3 skips per week (including delivery, collection and waste disposal)
* Please also provide your full and final price per skip for an additional skip per week (including delivery, collection and waste disposal)
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These elements will determine the most economically advantageous tender

**7.1 Quality Scores**

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| Quality criteria will be evaluated on the basis of the following methodology: |
| Score | Criteria |
| 4 | Excellent - offers more than the expected level of quality / capability, in a way that delivers clear additional benefits to the Council. |
| 3 | Good – fully satisfactory, appears to meet all the expected level of quality / capability in all aspects |
| 2 | Fair - demonstrates some merit and adequately meets the expected level of quality / capability but, in one or more aspects, suggests minor shortcomings of understanding or approach which may have a minor impact on service delivery or performance. |
| 1 | Poor - fundamentally fails to meet the expected level of quality / capability in one or more aspects, which may have a significant impact on service delivery or performance. |
| 0 | No information provided or an entirely unacceptable or irrelevant response |

Where a tender scores 0 or 1 marks for any of the quality criteria, the Council reserves the right to disqualify the supplier’s tender.

**7.2 Price Evaluation**

Price will be awarded on the basis of the total price. The lowest priced response will receive the maximum available score for price.

Higher-priced offers will receive a score proportionate to the lowest offer, calculated as follows:



1. **CONTRACT AWARD**

The Council will award the Contract on the basis of a Tender submitted and will be based upon all of the tender documents issued by the Council including the Council’s standard terms and conditions.

Contract award is subject to the formal approval process of the Council. Until all necessary approvals are obtained, no Contract will be entered into.

All Respondents will be notified of the outcome of their tender via Proactis.

**9. FORMALITIES**

All documents comprising the Tender (except references, see 6.1) must be submitted through the Proactis portal and will remain unopened until the deadline has passed.

The following requirements must be adhered to when submitting a Tender:

* Any additional pre-existing material which is necessary to support the Tender should be included as schedules with cross-references to this material in the main body of the Tender. Cross-references to this ITT should also be included in the Tender whenever this is relevant.
* Where documents are embedded within other documents, Respondents must upload separate copies of the embedded documents.
* The Tender must be in English and drafted in accordance with the drafting guidance set out in this ITT.

A list of supporting material must be supplied.

* Bidders should submit only such information as is necessary to respond effectively to this ITT.
* Where the Bidder is a company, the Tender must be signed by a duly authorised representative of that company.

**9.1 Submission of Tenders**

Each Respondent must submit a Tender that meets the Council’s minimum requirements, operating as a standalone bid and not be dependent on any other bid or any other factors external to the Tender itself.

That is, the Tender must be capable of being accepted by the Council in its own right.

**9.2 Warnings and disclaimers**

While the information contained in this ITT is believed to be correct at the time of issue, the Council, its advisors and any other awarding authorities will not accept any liability for its accuracy, adequacy or completeness, nor will any express or implied warranty be given. This exclusion extends to liability in relation to any statement, opinion or conclusion contained in or any omission from, this ITT (including its appendices) and in respect of any other written or oral communication transmitted (or otherwise made available) to any Bidders. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the Council.

**9.3 Confidentiality and Freedom of Information**

This ITT is made available on condition that its contents (including the fact that the Bidder has received this ITT) is kept confidential by the Bidder and is not copied, reproduced, distributed or passed to any other person at any time, except for the purpose of enabling the Bidder to submit a Tender.

As a public body, the Council is subject to the provisions of the Freedom of Information Act 2000 (FOIA) in respect of information it holds (including third-party information). Any member of the public or other interested party may make a request for information.

Bidders should be aware that, in compliance with its transparency obligations, the Council routinely publishes details of its contract(s), including the contract values and the identities of its suppliers on its website without consulting the provider of that information.

The Council shall treat all Bidders’ submissions as confidential during the procurement process. Requests for information received following the procurement process shall be considered on a case-by-case basis, applying the principles of FOIA, which permits certain information to be withheld, for example where disclosure would be prejudicial to a party’s commercial interests, and in accordance with the Council’s transparency obligations.

Therefore, Bidders are responsible for ensuring that any confidential or commercially sensitive information, the disclosure of which would be likely to diminish the Bidders competitive edge, has been clearly identified to the Council in the template provided (Schedule 1).

**9.4 Publicity**

No publicity regarding the services or the award of any Contract will be permitted unless and until the Council has given express written consent to the relevant communication. For example, no statements may be made to the media regarding the nature of any Tender, its contents or any proposals relating to it without the prior written consent of the Council.

**9.5 Bidders conduct and conflicts of interest**

Any attempt by Bidders or their advisors to influence the contract award process in any way may result in the Respondent being disqualified. Specifically, Bidders shall not directly or indirectly at any time:

• Devise or amend the content of their Tender in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, supplier, or provider of finance.

• Enter into any agreement or arrangement with any other person as to the form or content of any other Tender, or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other Tender.

• Enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a Tender.

• Canvass the Council or any employees or agents of the Council in relation to this procurement.

• Attempt to obtain information from any of the employees or agents of the Council or their advisors concerning another Respondent or Tender.

Bidders are responsible for ensuring that no conflicts of interest exist between the Respondent and its advisers, and the Council and its advisors. Any Bidder who fails to comply with this requirement may be disqualified from the procurement at the discretion of the Council.

**9.6 Council’s rights**

The Council reserves the right to:

* Waive or change the requirements of this ITT from time to time without prior (or any) notice being given by the Council.
* Seek clarification or documents in respect of a Bidder’s submission.
* Disqualify any Bidder that does not submit a compliant Tender in accordance with the instructions in this ITT.
* Disqualify any Bidder that is guilty of serious misrepresentation in relation to its Tender, expression of interest, or the Invitation to Tender process.
* Withdraw this ITT at any time, or to re-invite Tenders on the same or any alternative basis.
* Choose not to award any Contract as a result of the current procurement process.
* Make whatever changes it sees fit to the Timetable, structure or content of the procurement process, depending on approvals processes or for any other reason

**9.7 Bid Costs**

The Council will not be liable for any bid costs, expenditure, work or effort incurred by a Bidder in proceeding with or participating in this procurement, including if the procurement process is terminated or amended by the Council.