Invitation to Quote

NAME OF COUNCIL: Gosport Borough Council

INVITATION TO QUOTE FOR: Consultancy Services – Gosport Markets Feasibility Study

INVITATION TO QUOTE RETURN DATE AND TIME (DEADLINE): Noon, 13th March 2020

1. INTRODUCTION AND BACKGROUND

1.1 Contents of the ITQ

This invitation to quote (ITQ) comprises:

- Quote completion requirements, evaluation model, specification and schedules.
- Details of service provision

1.2 Introduction to the Council

The Council is conducting the ITQ to consider quotes for the contract and is seeking responses in relation to the technical capacity, professional ability, and the economic and financial standing of Respondents.

This ITQ contains further information about the procurement process, the Services, and assessment questions for Respondents to complete. Each Respondent's response (Quote) should be detailed enough to allow the Council to make an informed selection of the most appropriate solution.

1.3 The Opportunity

Gosport is a large urban town located within the South Hampshire sub region serving a population of over 84,000 and comprises a main retail centre, with secondary retail comprising Lee on the Solent and Stokes Road, plus smaller district centres.

Gosport Borough Council (the Council) wishes to engage the services of a Consultant in order to carry out a feasibility study and make recommendations regarding the future development of the Town's High Street Market, plus gauging the likely demand for a permanent small-scale indoor market, using vacant premises on the High Street to host a variety of fresh goods, artisan and craft producers.

Gosport was recently announced by Historic England as one of 69 towns in England likely to receive designation as a High Street Heritage Action Zone and intends working in conjunction with a number of strategic partners to regenerate its High Street and Stoke Road Conservation areas, seeking to stimulate new community, social, leisure and residential usages for former retail premises and voids above, to invigorate the Town and better capitalise upon its extensive waterfront access.

Spatial challenges arising from its peninsula location restrict Gosport's efforts to diversify its economy or attract significant inward investment, driving a need to develop a bespoke and innovative approach towards future economic development. Social challenges and health issues, affect much of the Borough, making it an exception to the more prosperous, dynamic and better connected neighbouring authorities within both Hampshire and the wider South East of England.

Despite these challenges, Gosport benefits from a strong local community, a belief that it has an economic asset base capable of increased, sustainable exploitation, plus the support of national, regional and sub-regional partners encouraging and supporting the Borough to make the transition towards becoming a modern, forward-looking local economy.

Significant natural assets, a prime waterfront location, plus a large stock of vacant heritage buildings provide a strong platform for 'economic 're-invention and repositioning', allowing Gosport to ultimately make a much greater contribution towards both the regional and UK economy.

Much of the groundwork is in place and the Local Authority – with likely access to substantive Government and partner investment - is well positioned to play its role in delivery, part of which will be to transform its twice-weekly High Street Market, increasing & diversifying the product-offering and exploring the potential to provide opportunities for small traders to take their first tentative steps towards becoming retailers, through provision of pop-up stalls.

1.4 Scope of the Project

As outlined above, the Council and Partners has already received in-principle High Street Heritage Action Zone (HSHAZ) status and is working with Historic England to finalise the programme design that will ultimately unlock four years of Government funding from April 2020.

One of the core projects of the Gosport HSHAZ programme will be to restore the fortunes of the long-term High Street Market - traditionally held on Tuesday's and Saturday's – as a means of increasing the vitality and viability of the Town Centre and providing a foundation upon which to build a greater diversity of community engagement and al-fresco experiences designed to further increase footfall and commercial opportunities for an expanding community of market traders.

The Council is also wishing to assess the likely demand for a small scale indoor market in the High Street, designed to fill gaps in the Town's current fresh food offer and provide a low-cost opportunity for prospective new traders and retailers to assess market-entry potential and add to the overall High Street experience.

The Council therefore wishes to procure the services of a Consultant to:

- Review historic and existing Gosport High Street Market operations and assess the various options for High Street location of the Market
- Review the option of Council providing Market stall and equipment as a means of presenting a more 'professional look & feel' plus uniformity of size/presence
- Secure feedback from current High Street Market operators regarding current trading levels and expenditure/customer trends including traders commitment levels towards continued presence
- Explore competitor Tuesday/Saturday Market operations within a 50 mile radius of Gosport and comment upon the barriers towards securing further trader commitments, based upon their options elsewhere

- Create a database of competitor High Street Markets by each day of the week within a 50 mile radius and list the types of category offer at each
- Create a preliminary list of category operators at competitor Markets that may have 'availability' on current Gosport market operating days
- Based on all of the above, evaluate availability of other optional trading days for Gosport Market and comment upon the merits – or otherwise – of changing Market operating days as a means of securing future development of Gosport offer
- Prepare a preliminary Report for the Council, including recommendations, of how to take forward future potential High Street Markets development, attract further traders and deliver effective future management
- In discussion with traders and the public, obtain feedback upon the perceived likely supply/demand for the development of a permanent limited-offer indoor market on Gosport High Street, providing an increased High Street fresh food offer, opening up new leisure/craft stall opportunities and opportunity for potential new traders to assess category demand without incurring long term financial commitment.

1.5 Contract term

The Council proposes to enter into a Contract for a maximum period of 6 months with the successful Respondent

The anticipated service commencement date 6th April 2020

Insurance Requirements:	Professional Indemnity: contract)	£1 million (for the life of the
	Public Liability:	£1 million

1.6 Purpose and scope of this ITQ

This ITQ:

- Asks Respondents to submit their Quotes in accordance with the instructions set out in the remainder of this ITQ.
- Sets out the overall timetable and process for the procurement to Respondents.
- Provides Respondents with sufficient information to enable them to submit a compliant Quote (including providing templates where relevant).
- Sets out the Award Criteria and the Quotation Evaluation Model that will be used to evaluate the Quotes.
- Explains the administrative arrangements for the receipt of Quotes

1.7 Clarifications about the Services or ITQ

Any clarifications relating to this ITQ must be submitted to the procuring officer Andrew Sugden via the proactis portal

The Council will respond to all reasonable clarifications as soon as possible via proactis. If a Respondent wishes the Council to treat a clarification as confidential and not issue the response to all Respondents, it must state this when submitting the clarification. If, in the opinion of the Council, the clarification is not confidential, the Council will inform the Respondent and it will have an opportunity to withdraw it. If the clarification is not withdrawn, the response will be issued to all Respondents.

The deadline for receipt of clarifications relating to the Services or this ITQ is set out at 2.1 below.

Respondents are advised not to rely on communications from the Council in respect of the Services or ITQ unless they are made in accordance with these instructions.

1.8 Clarifications about the contents of the Quote

The Council reserves the right (but is not obliged) to seek clarification of any aspect of a Respondent's quote during the evaluation phase where necessary for the purposes of carrying out a fair evaluation. Respondents are asked to respond to such requests promptly. Vague or ambiguous answers are likely to score poorly or render the Quote non-compliant.

2. TIMETABLE

2.1 Key dates

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 Respondents are treated equally.

The key dates for this procurement (**Timetable**) are currently anticipated to be as follows:

Event	Date
Issue Invitation to Quote	4 th February 2020
Deadline for receipt of clarifications	14 th February 2020
Deadline for receipt of Quotes	Noon, 13 th March 2020
Evaluation of Quotes	19 th March 2020
Presentations	Town Hall Gosport BC, 26 th March 2020 tbc
Notification of contract award decision	30th March 2020
Confirm contract award	31st March 2020
Target service commencement date	6th April 2020

Any changes to the procurement Timetable shall be notified to all Respondents as soon as practicable.

2.2 Deadline for receipt of Quotes

Responses to this ITQ must arrive at the address and in the manner prescribed under Paragraph 3.1 no later than the Deadline, noon, 13th March 2020

Any Quote 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 Respondents of any change.

2.3 References

Respondents are requested to supply 2 references. References will be used to verify the technical proposals put forward in the Quote and will not be scored.

2.4 Presentations

Respondents may be invited to deliver a presentation to representatives of the Council in support of their Quotes, as set out in the Timetable. You should keep this date free in case you are asked to attend.

The names and positions of those attending from the Council will be notified to all Respondents in advance of the presentation.

2.5 Contract award

The Council may award Contract(s) on the basis of a Quote submitted in accordance with the instructions below.

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

Once the Council has reached a decision in respect of a contract award, it will notify all bidders of that decision via proactis and before entering into any Contract(s).

2.6 Debrief

The contract award notification will be sent to each Respondent. The Council will inform all unsuccessful Respondents of the identity and relative advantages and characteristics of the successful Quote as compared with the addressee's Quote.

3. QUOTE COMPLETION INFORMATION

3.1 Formalities

All documents comprising the Quote must be submitted through the portal and will remain sealed until the deadline has passed.

The following requirements must be adhered to when submitting Quotes:

- A detailed timeline and milestones for the completion of the work must be included
- A table of Consultants individual time to be spent on the project, day rate and overall cost must be provided
- Any additional pre-existing material which is necessary to support the Quote should be included as schedules with cross-references to this material in the main body of the Quote. Cross-references to this ITQ should also be included in the Quote whenever this is relevant.
- Where documents are embedded within other documents, Respondents must upload separate copies of the embedded documents.
- The Quote must be in English and drafted in accordance with the drafting guidance set out in this ITQ.
- A table of contents must be provided.
- The Quote must be fully cross-referenced.
- A list of supporting material must be supplied.

The Quote must be clear, concise and complete. The Council reserves the right to mark a Respondent down or

exclude them from the procurement if its Quote contains any ambiguities, caveats or lacks clarity. Respondents should submit only such information as is necessary to respond effectively to this ITQ. Quotes will be evaluated on the basis of information submitted by the Deadline.

The Respondent must download, complete and include a duly executed Form of Quote (Schedule 3)

Where the Respondent is a company, the Quote must be signed by a duly authorised representative of that company.

Where the Respondent is a consortium, the Quote must be signed by the lead authorised representative of the consortium, which organisation shall be responsible for the performance of the Contract. In the case of a partnership, all the partners should sign or, alternatively, one only may sign, in which case he must have and should state that he has Council to sign on behalf of the other partner(s). The names of all the partners should be given in full together with the trading name of the partnership. In the case of a sole trader, s/he should sign and give his/her name in full together with the name under which s/he is trading.

3.2 Executive Summary

Each Respondent must also provide an executive summary of its Quote. Each Respondent must include in its executive summary:

- An outline of the way in which the Council's requirements are to be met by its proposal.
- A summary of all the services offered by the Respondent in response to the ITQ.
- Proposed timeline, clearly indicating the Respondents approach towards minimising the effect of their work on the electoral period
- An overview of the Respondent's overall costs and proposals in relation to pricing.
- A clear statement of whether it is a consortium or a group of companies with one supplier.
- A clear statement of its commitment to meet the Council's requirements and the pricing, payment and performance model.
- Confirmation that the Quote(s) will remain open for a period of 90 days.

If changes subsequently occur in relation to the statements set out in the executive summary, the applicable Respondent must promptly notify the Council of them. The Council reserves the right to disqualify any Respondent that fails to duly notify the Council.

3.3 Submission of Quotes

Each Respondent must submit a quote meeting 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 Quote itself.

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

3.4 Warnings and disclaimers

While the information contained in this ITQ is believed to be correct at the time of issue, neither the Council, its advisors, nor any other awarding authorities will 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 ITQ (including its appendices) and in respect of any other written or oral communication transmitted (or otherwise made available) to any Respondents. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the Council.

If a Respondent proposes to enter into a Contract with the Council, it must rely on its own enquiries and on the terms and conditions set out in the Contract(s) (as and when finally executed), subject to the limitations and restrictions specified in it.

Neither the issue of this ITQ, nor any of the information presented in it, should be regarded as a commitment or representation on the part of the Council (or any other person) to enter into a contractual arrangement.

3.5 Confidentiality and Freedom of Information

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

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.

Respondents 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 Respondents' responses 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, Respondents are responsible for ensuring that any confidential or commercially sensitive information, the disclosure of which would be likely to diminish the Respondents competitive edge, has been clearly identified to the Council in the template provided at Schedule 2.

3.6 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 Quote, its contents or any proposals relating to it without the prior written consent of the Council.

3.7 Respondent conduct and conflicts of interest

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

- Devise or amend the content of their Quote 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 Quote, 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 Quote.
- Enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a Quote.
- 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 Quote.

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

3.8 Council's rights

The Council reserves the right to:

- Waive or change the requirements of this ITQ from time to time without prior (or any) notice being given by the Council.
- Seek clarification or documents in respect of a Respondent's submission.
- Disqualify any Respondent that does not submit a compliant Quote in accordance with the instructions in this ITQ.
- Disqualify any Respondent that is guilty of serious misrepresentation in relation to its Quote, expression of interest, or the Invitation to Quote process.
- Withdraw this ITQ at any time, or to re-invite Quotations 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

3.9 Bid costs

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

4. QUOTE EVALUATION MODEL

4.1 Award Criteria and Evaluation Criteria

Any Contract(s) awarded as a result of this procurement will be awarded on the basis of the offer that is the most economically advantageous to the Council. The Award Criteria are:

- 75% technical or quality.
- 25% cost.

Scores are arrived at following the application of the Evaluation Criteria (Evaluation **Criteria**) set out below to the Respondent's Quote.

Respondents are required to submit a Quote strictly in accordance with the requirements set out in this ITQ, to ensure the Council has the correct information to make the evaluation. Evasive, unclear or hedged Quotes may be discounted in evaluation and may, at the Council's discretion, be taken as a rejection by the Respondent of the terms set out in this ITQ.

The Quote Evaluation Model showing the Evaluation Criteria and the maximum scores attributable to them is set out below.

eria		Weighting
Met	ethodology:	75%
Sec	notes will be evaluated in accordance with the scoring model set out at action 4 of the ITQ as to the proposed method for delivery of the Contract accordance with this ITQ including:	
	 Overall approach proposed for delivering the Contract including methods of working 	
	 Proposed method for carrying out consultation and communications Proposed arrangements for managing political and working relationships in providing the Contract 	
	Proposed method for monitoring of performance and quality assurance	
rmation	on required from Respondents:	
	tails of how you intend to satisfy the council's requirements in accordance wi cluding:	th the Contract,
way	oject team organisational structure, indicating lines of communication and a s by in which you propose to ensure a sound working relationship throughout yo th the Employer, Stall-holders and Partners (25%)	
	etails of how you will deliver the consultation phases of the project including c sident feedback and reporting (40%)	ommunications,
	etails of how you propose to manage and monitor performance and quality the oject including any proposed KPIs. (10%)	roughout the
resi Deta	sident feedback and reporting (40%) etails of how you propose to manage and monitor performance and quality thi	

Criter	iteria Weighti	
3	Quote Sum	25%
	All prices shall be stated in pounds sterling and exclusive of VAT	
	Quote sum will be evaluated by the application of the formula in Section 4 of the ITQ	
Inform	nation required from Respondents:	•
(a)	Completed Form of Quote	
(b)	Detailed pricing schedule	

5. Evaluation process

Technical or quality evaluation

The technical evaluation will be scored in accordance with the table below.

SCORING MODELS

Methodology & Innovations

The answers provided for methodology and innovation will be awarded a score out of 20, as per the scoring model below. This score will have the weighting applied using the formula: allocated score/20 x weighting = aggregated score.

(see example below).

Assessment	Allocated Score
Very Poor – [completely fails to demonstrate that it will meet the criteria]	0
Poor – [some, but very limited evidence of that it will meet the criteria]	1-5
Satisfactory – [provides evidence that it will meet the criteria sufficiently]	6-10
Good – [shows attributes in a number of areas that are in excess of the criteria]	11-15
Very good – [in excess of the criteria in <u>all</u> areas]	16-20

Scoring Model for Quote Sum

All Prices shall be stated in pounds sterling and exclusive of VAT.

The following formula will be applied: lowest price/bidder's price x 40 = score

7.3 Worked example

Bidder A - £20,000 Bidder B - £25,000 Bidder C - £24,000 Bidder D - £23,000

The Quote sum would be

Bidder A - 40/40 Bidder B - .32/40 Bidder C - 33/40 Bidder D - 35/40

Question	Score/20	Weighting	Aggregated Score
Methodology a.	15	12	9
Methodology b.	12	12	7.2
Methodology c.	17	6	5.1
Health and Safety a.	14	15	10.5
Health and Safety b.	10	10	5
Health and Safety c.	12	5	3
		TOTAL	39.8%

Totals		
Methodology & Health and Safety		39.8
Quote Price		40
	TOTAL QUOTE SCORE	79.8

Note: Failure to demonstrate the criteria in 4 (Equality and Diversity), or, 5 (Data Protection, or, 6 (Freedom of Information and Environmental Information) will result in the Quote being rejected.

SCHEDULE 1

SPECIFICATION

The Council wishes to procure the services of a Consultant to:

- Review historic and existing Gosport High Street Market operations and assess the various options for High Street location of the Market
- Review the option of Council providing Market stall and equipment as a means of presenting a more 'professional look & feel' plus uniformity of size/presence
- Secure feedback from current High Street Market operators regarding current trading levels and expenditure/customer trends including traders commitment levels towards continued presence
- Explore competitor Tuesday/Saturday Market operations within a 50 mile radius of Gosport and comment upon the barriers towards securing further trader commitments, based upon their options elsewhere
- Create a database of competitor High Street Markets by each day of the week within a 50 mile radius and list the types of category offer at each
- Create a preliminary list of category operators at competitor Markets that may have 'availability' on current Gosport market operating days
- Based on all of the above, evaluate availability of other optional trading days for Gosport Market and comment upon the merits or otherwise of changing Market operating days as a means of securing future development of Gosport offer
- Prepare a preliminary Report for the Council, including recommendations, of how to take forward future potential High Street Markets development, attract further traders and deliver effective future management
- In discussion with traders and the public, obtain feedback upon the perceived likely supply/demand for the development of a permanent limited-offer indoor market on Gosport High Street, providing an increased High Street fresh food offer, opening up new leisure/craft stall opportunities and opportunity for potential new traders to assess category demand without incurring long term financial commitment.

SCHEDULE 2

DATE:

COMMERCIALLY SENSITIVE INFORMATION.

Commercially sensitive information

I declare that I wish the following information to be designated as commercially sensitive

The reason(s) it is considered that this information should be exempt under FOIA is:

The period of time for which it is considered this information should be exempt is [until award of Contract **OR** during the period of the contract **OR** for a period of [NUMBER] years until [MONTH], [YEAR]].

NAME (PRINT):	
	_
POSITION:	
COMPANY:	_

SCHEDULE 3

FORM OF QUOTE

Respondents are to complete and include the attached Form of Quote to their completed Quote submission.

FORM OF QUOTE

UNCONDITIONAL AND IRREVOCABLE OFFER TO GOSPORT BOROUGH COUNCIL

Re: Invitation to Quote dated 4th February 2020 for

Consultancy Services – Gosport Markets Feasibility Study

Gosport Borough Council Town Hall Gosport Hampshire PO12 1EB

Having carefully examined and considered the Invitation to Quote including without limitation the Instructions to Respondents, Form of Quote, Contract Documents and Employers requirements for the Consultancy Services included in the Invitation to Quote and in consideration of you considering this Quote:

1. We offer to supply and carry out the ancillary services specified and to complete the contract in accordance with the Contract Documents and our Quote; we offer to execute and complete in accordance with the conditions of contract described for the sum of:

£.....) plus VAT

- 2. We confirm we are able to carry out the works specified.
- 3. We agree that if errors in pricing or arithmetic are discovered in the Schedules etc. before this offer is accepted they will be dealt with in in writing between the two parties. This Quote remains open for consideration for 6 weeks from the date fixed for submitting Quotes
- 4. We confirm that this offer is made in good faith and that the we have not fixed or adjusted the amount of the Quote by or in accordance with any agreement or arrangement with any other person. We certify that we have not and will not:
 - a) communicate to any person other than the person inviting these offers the amount or approximate amount of the offer, except where the disclosure, in confidence, of the amount or approximate amount of the offer was necessary to obtain professional advice and/or quotations required for the preparation of the offer or for insurance purposes; and
 - b) enter into any arrangement or agreement with any other person that the other person shall refrain from making an offer or as to the amount of any offer to be submitted.

5. We understand that the paragraph below will be a term of the contract:

"The Council may terminate this contract and recover all its loss if the Contractor, its employees or anyone action on the Contractor's behalf do or collude in any of the following things:

(a) offer, give or agree to give to anyone any inducement or reward in respect of this or any Council contract (even if the Contractor does not know what has been done), or

(b) commit an offence under the Prevention of Corruption Acts 1889 to 1916 or Section 117(2) Local Government Act 1972, or

(c) commit any fraud in connection with this or any other Council contract, whether alone or in conjunction with the Council members, contractors or employees.

Any clause limiting the Contractor's liability shall not apply to this clause."

- 6. We agree that in delivering the services under the Contract we shall at all times assist and co-operate with the Council in the compliance of its corporate requirements and statutory obligations namely: equality and diversity; and the processing of information pursuant to The Freedom of Information Act 2005, Environmental Information Regulations 2004, and Data Protection Act 1998.
- 7. We confirm that if our Quote is accepted we will, upon demand:
 - a) produce evidence that all relevant insurances and compliance certificates with relevant legislation and policy are held and in force; and
 - b) sign the Contract / formal documentation if required.
- 8. We acknowledge that given the tight timescales for gaining planning permission we will be required to enter into a design licence as set out in the ITQ.
- 9. We confirm that the prices and charges offered are firm for the period of the Contract.
- 10. We agree that this Quote shall constitute an irrevocable, unconditional offer which may not be withdrawn for a period of 90 days from this date.
- 11. Unless and until a formal Contract is prepared and executed this Quote, together with your written acceptance thereof, shall constitute a binding contract between us.

We understand the Council is not required to accept any Quote it receives.

Authorised Signatory: Date: Date:

Position in Firm or Company:
Authorised Signatory: Date:
Name: (Capitals)
Position in Firm or Company:

END OF DOCUMENT