

**LINCOLNSHIRE COUNTY COUNCIL**

**REQUEST FOR QUOTATION**

**DOCUMENT 1: INSTRUCTIONS**

**FOR**

**GYPSY & TRAVELLER STOPPING PLACES AND SITE ALLOCATIONS – NEEDS ASSESSMENT AND STRATEGY**

**PROJECT REFERENCE: PL24/006**

**DATE: 16TH JULY 2024**

**DEADLINE FOR RECEIPT OF RFQ SUBMISSION: 12 NOON 16TH AUGUST 2024**

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**SECTION 1 – INTRODUCTION**

1. Introduction
	1. This Request for Quotation (RFQ) relates to Gypsy and Traveller Stopping Places and Site Allocations – Needs Assessment and Strategy and invites organisations (who are referred to from this point forward as "Bidders") to submit a RFQ response to the Council.
	2. Capitalised terms and expressions shall have the meanings outlined in Appendix 1.
	3. The Conditions of Procurement in Appendix 2 outline the required conduct of Bidders and the Council throughout the Procurement.
	4. All references to a "Paragraph", "Section" or "Appendix" are to a Paragraph, Section or Appendix of this Document 1 of the RFQ unless otherwise stated.
	5. Document Structure
	6. The RFQ is structured in four documents (all available on the Portal):
		1. Document 1: Instructions
		2. Document 2: Specification
		3. Document 3: Bidders' Response
		4. Document 4: Contract
	7. Timetable
	8. The following table sets out the proposed timetable for the remainder of the procurement process. The Council reserves the right, in its absolute discretion, to amend the timetable or extend any time period in this RFQ.

|  |  |
| --- | --- |
| **Description** | **Date** |
| Issue RFQ and other Procurement Documents. |  16th July 2024  |
| Deadline for receipt of RFQ queries via the Portal.  | 5th August 2024 |
| Deadline for RFQ Submission uploaded onto the Portal\* | 12 Noon 16th August 2024 |
| Evaluation of Submissions | 19th August – 30th August 2024 |
| Internal Governance  | 2nd September – 27th September 2024 |
| Notification of Preferred Bidder  | 30th September 2024 |
| Contract Award | 1st October 2024 |
| Commencement Date | 1st November 2024  |

\* RFQ Submissions received after this deadline will not be considered.

**SECTION 2 – BRIEF DESCRIPTION OF CONTRACT**

* 1. Queries from Bidders
	2. If the Procurement Documents are incomplete the Bidder should contact the Council (via the Proactis Pro-Contract Tender Portal) to arrange for the missing material to be sent. It is the Bidder's responsibility to ensure that they have all the information they need to prepare their Submission.
	3. Any queries or requests for clarification about the Procurement and/or this RFQ must be submitted via the Proactis Pro-Contract Tender Portal only, no later than the deadline in paragraph 1.8.
	4. Where the Council considers any queries or requests for clarification to be of material significance, it may communicate both query or clarification request and the response to all interested parties. If a Bidder does not wish for a query, a clarification or response to be disclosed to other Bidders because it believes the query to be of a commercially confidential nature, it must communicate this and the reason why to the Council. The Council will consider the request in the event the Council does not consider the query to be commercially sensitive it will communicate this with the Bidder. The Bidder will then have the opportunity to either withdraw the query or proceed with the query that will be disclosed with the response to all interested parties. For the purpose of disclosure to interested parties the Council will anonymise all queries.
	5. It is the responsibility of each Bidder to monitor all clarifications issued by the Council. The Council accepts no liability for any Bidder's failure to keep abreast of clarifications issued.
	6. Bidder contact point
	7. Bidders will have created a user account when registering for ProContract. The user account will include details of the Bidder's primary contact point for all communications. It is the sole responsibility of each Bidder to ensure that the contact information it has entered for its organisation on the Portal is accurate and up to date.
	8. The Council will only communicate with the Bidder via the Portal and the Council shall not be responsible for contacting the Bidder through any other route.
1. Brief Description of Contract
	1. Overview
	2. The services which are being procured as part of this Procurement are consultancy services for the understanding of the accommodation needs and issues facing Gypsies, Travellers and Show People across Lincolnshire. This is to include an assessment of the current and future needs as well as the identification of sites for future provisions.
	3. Background Information
	4. Lincolnshire County Council (LCC) and Lincolnshire District Councils have discussed the issue of how to meet and manage the needs of the Gypsy and Traveller community. This includes;
* Understanding the Gypsy and Travelling community’s needs,
* The potential provision of a suitable negotiated stopping places (NSPs),
* Potential provisional allocated transit sites,
* Potential provisional allocated permanent sites.

This is primarily in response to the need to:

* Meet obligations to positively plan to meet the needs of Gypsies, Travellers, and Travelling Showpeople across Lincolnshire.
* Address issues raised by unauthorised encampments and the difficulties and expense of enforcement.

Discussions between the Lincolnshire authorities have concluded that due to the transient nature of the community and established desire lines for travel across a wider geographical area, that a new approach which extends across arbitrary administrative boundaries must be considered in order to unlock the current challenges of meeting the needs of gypsy and travellers. As such it is considered that this work area is best addressed through a Lincolnshire approach in order to accurately identify the issues and to maximise the opportunities which may exist across district and county boundaries ensuring that future allocations are appropriate and suitable to meet the future needs of this community.

In addition, the provision of a range of suitable negotiated stopping places (including what such stopping places should comprise) for transit/overnight stopping associated with the county’s road network and whether NSPs negate the need for allocated transit sites, will need examination and will be a key part of the study.

* 1. **Specification**
	2. The full specification is in Document 2.
	3. Contract Documentation
	4. It is proposed that the Council and the successful Bidder will enter into a binding contract. The Contract will be in the form ofthe draft Contractat Document 4 and will include all contract documents referenced within it.
	5. Bidders should note that the terms and conditions of the draft Contract at Document 4 are not open for negotiation. By submitting a response to this RFQ, Bidders are agreeing to be bound by the terms of the RFQ documents and the terms and conditions of the draft Contracts without negotiation or amendment. Submissions must be on the basis that all terms and conditions are accepted.
	6. Evasive, unclear, hedged or qualified Submissions may, at the Council’s discretion, be taken as a rejection by the Bidder of the terms set out in this RFQ, and the Bidder’s Submission may be rejected as non-compliant.

**SECTION 3- THE PROCUREMENT PROCESS**

1. The PROCUREMENT PROCESS
	1. Submissions and Contract Award
	2. Bidders are now invited to make a Submission in response to this RFQ.
	3. RFQ Submissions will be assessed in accordance with the award criteria and evaluation methodology detailed in Section 5.
	4. Following that evaluation, the award of the Contract will be made on the basis of the Submission that is the most economically advantageous, the Council reserves the right to reject abnormally low submissions.
	5. Final Due Diligence
	6. Before the award of the Contract, the Council may undertake further final due diligence in respect of the Preferred Bidder. Bidders will be expected to provide such assistance as the Council may reasonably require in undertaking any such due diligence.
	7. The Council will not enter into negotiations with the Bidder following their submission.
	8. Contract Award Decision
	9. The Council will notify Bidders of its decision on the identity of the Preferred Bidder with whom it intends to proceed to contract award.
	10. The Preferred Bidder will be required to execute the Contract together with all other associated documents required by the Council.
2. Instructions for completion of submissions

**SECTION 4 – INSTRUCTIONS FOR COMPLETION OF SUBMISSIONS**

* 1. This RFQ (all four documents) contains relevant and important information in relation to the preparation and submission of the RFQ Response. Bidders should comply with all of the requirements of this RFQ.
	2. As part of the Submission, there are two elements that Bidders are asked to respond to:
		1. Quality Questions (qualitative response requirements are detailed in Document 3, Section 3); and
		2. Pricing Schedule (financial response requirements are detailed in Document 3, Section 4.).
	3. Contractual Commitments
	4. All information contained in the Bidder's Submission should be factually accurate. The Submission and any commitments given may be incorporated into the Contract by the Council.
	5. General Instructions
	6. Bidders should ensure that all documents submitted as part of their Submission comply with the following instructions:
		1. Bidders must only include the documents requested by the Council;
		2. Bidders must answer all questions as accurately and concisely as possible;
		3. Responses and supplementary documents must be provided in English;
		4. Financial information must be stated in Pounds Sterling;
		5. Bidders must not provide general marketing or other materials;
	7. Procedure for submission of RFQ Responses
	8. RFQ Submissions must be submitted electronically on the Proactis Procontract Tender Portal by no later than the deadline for Submissions stated in the timetable at paragraph 1.8. Any Submissions received after the deadline or by any other method will not be considered.
	9. The Portal can accept any commonly used file format (e.g. Word, PDF, Excel) up to a maximum file size of 1000MB per file and more than one file can be submitted.
	10. The Council strongly recommends that Bidders upload Submissions well in advance of the deadline in order to avoid the risk of a late submission. Once the deadline has expired Bidders will not be able to submit a RFQ response. Submissions via the electronic tenderbox cannot be accessed or opened by the Council until after the deadline has expired.
	11. Summary of Documentation to be submitted
	12. Bidders must submit Document 3: Bidder's response that contains the following (the total of which comprise the Submission):
		1. Quality response;
		2. Pricing Schedule; and
		3. A completed RFQ Certificate.

**SECTION 5 – EVALUATION OVERVIEW**

1. Evaluation overview
	1. This Section 5 sets out the criteria and evaluation methodology that the Council will use to evaluate Submissions to determine which Submission is the most economically advantageous and explains the staged approach to the evaluation.
	2. The Council will evaluate Submissions using the following award criteria and weightings:

Quality 60%

Price 40%

* 1. Price Evaluation
	2. 'Price' will be evaluated on the basis of each Bidder’s prices as set out in the completed Pricing Schedule.
	3. The maximum price score is given to the lowest submitted price. Other price scores will be calculated as a percentage of the maximum score based on their price in relation to the lowest price.
	4. Quality Evaluation
	5. Each response to the questions in Document 3, Section 3: Response Requirements will be assessed and allocated a score out of four (4) using the following scoring methodology:

|  |  |  |
| --- | --- | --- |
| **Term** | **Score** | **Explanation** |
| Good Response | 4 | The submission is comprehensive and is clear, detailed and specific in answering all elements of the question and how it is proposed that it will meet the Council's requirements and contract objectives. There are no omissions. The risk to the authority is very low |
| Acceptable Response | 3 | The submission addresses the stated requirements of the question with only minor omissions.  The submission is clear, detailed and specific in answering the question, but in some minor areas lacks fullness, clarity or detail in describing how it is proposed that it will meet the Council's requirements and contract objectives. The risk to the authority is low |
| Limited Response | 2 | The response addresses some of the stated requirements of the question but lacks clarity or detail in describing how it is proposed that it will meet some material areas of the Council's requirements and contract objectives. The omissions are material. The risk to the authority is medium |
| Poor Response | 1 | The response is general and lacks clarity or detail in describing how it is proposed that it will meet the Council's requirements and contract objectives. The omissions are significant and the risk to the authority is high |
| Completely unsatisfactory/ unacceptable response | 0 | There is no response or no response of relevance to the question. The risk to the authority is very high |

* 1. Calculation of Overall Score
	2. Each Bidder’s combined score for 'Price' and 'Quality' will be added together to determine each Bidder’s total overall score. The first ranked Bidder will be the one that achieves the highest overall score. The remaining Bidders will be ranked accordingly.
	3.
1. Definitions

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| **Defined Term** | **Definition** |
| **"Bidder"** | means a Prime Contractor, Joint Venture or Consortium that submits a response to this RFQ. |
| **"Conditions of Procurement"** | means the conditions of procurement in Appendix 2 of this RFQ.  |
| **"Confidential Information"** | means:the contents of the Procurement Documents; all information in any of the documents included in the Data Room; any answers provided by the Council to any questions asked by a Bidder in relation to the documents in the Data Room or in connection with any other aspect of the Procurement; all information which has either been designated as confidential by the Council in writing or that ought to be considered confidential including commercially sensitive information; information which relates to the business and affairs of the Council (and its suppliers, service providers, agents, professional advisers and representatives); andall information which the Bidder receives or obtains as a result of its involvement in the Procurement.  |
| **"Contract"** | means the contract to be entered into by the Council with the Preferred Bidder. |
| **"Council"** | means Lincolnshire County Council, County Offices, Newland, Lincoln, LN1 1YL. |
| **"Party"** | means either the Council or a Bidder, and Parties shall be construed accordingly. |
| **"Portal"** | means the Proactis ProContract portal which is a secure exchange module of the ProContract electronic tendering system (<https://procontract.due-north.com/Login>). |
| **"Preferred Bidder"** | means the Bidder selected as providing the most economically advantageous response following the Council's assessment of the RFQ responses. |
| **"Procurement Documents"** | means, any one, more or all of the procurement documents issued by the Council including (but not limited to) this RFQ. Procurement Documents may also be referred to in the singular to denote one of these documents.  |
| **"Procurement"** | means this RFQ procurement process.  |
| **"Project"** | means Gypsy & Traveller Stopping Places and Site Allocations Needs Assessment and Strategy. |
| **"Request for Quotation" or "RFQ"** | means this request for Quotation issued by the Council in respect of the Procurement.  |
| **"RFQ Response"** | means a Bidder's response in respect of the Procurement submitted in response to this RFQ. |
| **" Submission"**  | means a Bidder's response in respect of the Procurement submitted in response to this RFQ.  |

* 1.
1. Conditions of Procurement
2. **GENERAL CONDITIONS OF PROCUREMENT**
	1. Whilst the information in the Procurement Documents is believed to be correct at the time of issue, neither the Council nor its advisors accept any liability for its accuracy, adequacy or completeness, nor is any warrant (express or implied) given as to its accuracy, adequacy or completeness.
	2. Bidders must ensure that they read and understand all of the Procurement Documents.
	3. The Council reserves the right to amend any information and timescales contained in this RFQ or any subsequent documentation at any time. Any amendments to this RFQ will be issued to all Bidders at the simultaneously.
	4. Capitalised terms used in these Conditions of Procurement shall have the meanings given to them in Appendix 1.
	5. **Due Diligence -** Bidders are solely responsible for obtaining the information which they consider is necessary in order to make all decisions relating to their responses and to undertake any due diligence and investigations they consider necessary in order to verify any information provided to them during this Procurement. Bidders must form their own opinions, making such investigations and taking such advice as is appropriate, regarding the information contained on the Portal, without reliance upon any opinion or other information provided by the Council or any of their advisors. The Council will not warrant/certify any third-party information required by Bidders in formulating their Submission.
	6. **Costs of Participation-** Bidders will remain responsible for all costs and expenses incurred by them, their staff, and their advisors or by any third party acting under their instructions in connection with this entire Procurement. The Council shall not be liable to reimburse or compensate the Bidders in respect of any costs.
	7. **Confidentiality -** Save to the extent made publicly available by the Council, the information in this RFQ and the competition process is made available on the condition that it is treated as confidential by the Bidder and is not disclosed, copied, reproduced, distributed or passed to any other person at any time except for the purpose of enabling a bid or submission to be made (for example disclosure by a Bidder) to its insurers who are directly involved in the bid provided that such person has given an undertaking at the time of receipt of the relevant information (and for the benefit of the Council) to keep such information confidential.
	8. **Publicity** - Bidders should not make available to the press, or in any other way make public, any information in relation to the Procurement and/or the Contract, the appointment of the Preferred Bidder, the award of the or the Procurement in general without the prior written consent of the Council.
	9. **Anti-Competitive Behaviour -** In order to create a level playing field for Bidders, the Council may require evidence from Bidders that their arrangements are not anti-competitive. The Council reserves the right to require Bidders to comply with any reasonable measures which may be needed to verify that no anti-competitive arrangements are in place. Any evidence of any anti-competitive behaviour may result in Bidders being disqualified from the procurement process.
	10. **Right to cancel-** The Council may in its sole discretion at any time terminate discussions and/or negotiations with any one or more Bidders and/or to discontinue this competition. Neither the issue of these Conditions of Procurement nor any information given later on in the Procurement Documents or otherwise as part of the competition commits the Council to accept any Submission and/or award any contract pursuant to this procurement and/or constitutes an offer to enter into a contractual relationship.
	11. **Contract -** A Submission is an offer to enter into a Contract on the terms of the contents of the bid. Notification of an award decision does not constitute acceptance by the Council. Any document submitted by a Bidder shall only have contractual effect when it is contained within an executed written Contract.
	12. **Conflict of Interest -** In the event of any actual, potential or perceived conflict of interest, the Council shall in its absolute discretion decide on the appropriate course of action. The Council strongly encourages Bidders to contact the Council as soon as possible using the Portal should it have any concerns regarding actual, potential or perceived conflicts of interest.
	13. **Response Validity -** The Submission must remain valid for acceptance for a period of 90 days from the date of the Submission.
3. **FREEDOM OF INFORMATION AND ENVIRONMENTAL INFORMATION**
	1. The Council is subject to the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIR). All information submitted to the Council may be disclosed in response to a request made pursuant to the FOIA or the EIR.
	2. In respect of any information submitted by a Bidder that it considers being commercially sensitive, the Bidder should:
		1. clearly identify which information is considered commercially sensitive;
		2. explain the potential implications of disclosure of such information; and
		3. provide an estimate of the period of time for which the Bidder considers that such information will remain commercially sensitive.
	3. The Council will endeavour to:
		1. hold confidential all information submitted by a Bidder that it identifies as being commercially sensitive; and
		2. consult with a Bidder about commercially sensitive information before making a decision on any FOIA requests and EIR requests received.
	4. Bidders should note, however, that the final decision on any FOIA request and EIR request rests with the relevant public body, subject to applicable law. Even where information is identified as commercially sensitive, unless an exemption/exception provided for under the FOIA/EIR is applicable, the Council will be obliged to disclose that information in response to a request. Accordingly, the Council cannot guarantee that any information marked "commercially sensitive" will not be disclosed.
4. **CANVASSING AND NON‑COLLUSION**
	1. Any attempt by any Bidder (or any one or more of its Members), its advisers or agents to:
		1. directly or indirectly canvass the Council, its Advisory Team or agent in relation to the Procurement;
		2. obtain information on another Bidder or another Submission from any employees of the Council, its Advisory Team or agent;
		3. offer, give or agree to give any gift, inducement, fee or reward to any member, employee, agent or advisor of the Council;
		4. do anything which would constitute an offence under the Bribery Act 2010;
		5. collude with any other person in order to influence the Procurement;
		6. contact any officer, employee, agent or advisor of the Council about any aspect of the Procurement except as authorised in the Procurement Documents, including (but without limitation) for the purposes of discussing the possible transfer to the employment of the Bidder of such employee for the purpose of the competition or for soliciting information in connection with the competition;
		7. fix or adjust the amount or content of any Submission in accordance with any agreement or arrangement with any other person, other than in good faith where such other person is a proposed Member of the Bidder, or a supplier, adviser or provider of finance to the Bidder;
		8. communicate to any person other than the Council, or seek or obtain from such other person, information about the amount or content of any Submission, other than in good faith to obtain quotations for supplies, services or finance;
		9. enter into any agreement or arrangement with any other Bidder to fix or adjust the form, content or amount of any Submission;
		10. enter into any agreement or arrangement with any other Bidder that will result in such other Bidder refraining from submitting any Submission;
		11. cause or induce any person to enter any such agreement or to inform the Bidder of its Submission and their contents;
		12. obtain details of the Submission of another Bidder;
		13. carry out any other co-operation or collusion which the Council considers has actually or potentially undermined competition;
		14. communicate to any person other than the Council the contents of any Submission except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of any Submission (for example, for insurance or a guarantee); or
		15. disclose to any person other than the Council and except as permitted by the Procurement Documents the whole or any part or any details of the Procurement,

may result in a Bidder being disqualified from the procurement process, without prejudice to any other civil or legal remedies available to the Council and without prejudice to any criminal liability that such conduct by a Bidder may attract.

1. **DISQUALIFICATION**
	1. A Bidder that contravenes any of the terms and conditions set out in these Conditions of Procurement may, at the sole discretion of the Council, be disqualified from the Procurement.
	2. In addition to its rights set out in the other provisions of this document, the Council reserves the right to reject a Submission and/or disqualify any Bidder where:
		1. a Submission is submitted late, is completed incorrectly, is materially incomplete, is submitted in any other format other than as specified within this document or fails to meet the Council's submission requirements which have been notified to Bidders;
		2. the Bidder through due diligence is unable to demonstrate their financial capacity for delivery of Contract;
		3. the Bidder and/or one, more or all of its Members are guilty of material misrepresentation or false statement in relation to its Submission and/or the process; or
		4. the Bidder breaches the terms and conditions of use for the Portal and terms and conditions of use for the Data Room.
		5. The Bidder's Submission is deemed non-compliant when compared with the requirements set out within the applicable Procurement Document it may be disqualified from the Procurement.
2. **BIDDER WARRANTIES**
	1. In submitting a Submission, the Bidder warrants, represents and undertakes to the Council that:
		1. it understands and has complied with the conditions set out in this RFQ;
		2. all information, representations and other matters of fact communicated (whether in writing or otherwise) to the Council by the Bidder, its staff or agents in connection with or arising out of the RFQ are true, complete and accurate in all respects, both as at the date communicated and as at the date of the Submission;
		3. it has made its own investigations and undertaken its own research and due diligence, and has satisfied itself in respect of all matters (whether actual or contingent) relating to the RFQ and has not submitted its Submission in reliance upon any information, representation or assumption which may have been made by or on behalf of the Council (with the exception of any information which is expressly warranted by the Council); and
		4. it has full power and authority to respond to this RFQ and to perform the obligations in relation to the Contract and will, if requested, promptly produce evidence of such to the Council.